UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Quarterly Period Ended June 30, 2013

Commission File No. 0-21886

BARRETT BUSINESS SERVICES, INC.
(Exact name of registrant as specified in its charter)

Maryland (State or other jurisdiction of incorporation or organization)	**52-0812977** (IRS Employer Identification No.)
8100 NE Parkway Drive, Suite 200 **Vancouver, Washington** (Address of principal executive offices)	**98662** (Zip Code)

(360) 828-0700
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company (as defined in Rule 12b-2 of the Exchange Act).

Large accelerated filer	☐	Accelerated filer	☒
Non-accelerated filer	☐	Smaller reporting company	☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Number of shares of common stock, $.01 par value, outstanding at July 31, 2013 was 7,121,681 shares.

Table of Contents

BARRETT BUSINESS SERVICES, INC.

INDEX

Part I - Financial Information

Item 1. Financial Statements

BARRETT BUSINESS SERVICES, INC.
Consolidated Balance Sheets
(Unaudited)
(In thousands, except per share amounts)

	June 30, 2013	December 31, 2012
ASSETS		
Current assets:		
Cash and cash equivalents	$ 8,847	$ 45,747
Marketable securities	5,349	16,748
Trade accounts receivable, net	80,852	63,921
Income taxes receivable	5,358	0
Prepaid expenses and other	2,985	4,854
Restricted certificates of deposit	63,944	0
Deferred income taxes	8,177	8,148
Total current assets	175,512	139,418
Marketable securities	4,389	9,899
Property, equipment and software, net	19,933	18,489
Restricted marketable securities and workers' compensation deposits	10,505	9,726
Other assets	3,170	3,509
Goodwill	47,820	47,820
	$261,329	$ 228,861
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Current portion of long-term debt	$ 220	$ 220
Line of credit	0	4,532
Accounts payable	2,810	1,995
Accrued payroll, payroll taxes and related benefits	86,835	69,568
Income taxes payable	0	272
Other accrued liabilities	636	306
Workers' compensation claims liabilities	28,115	24,541
Safety incentives liability	10,939	9,842
Total current liabilities	129,555	111,276
Long-term workers' compensation claims liabilities	56,428	46,023
Long-term debt	5,163	5,273
Deferred income taxes	10,607	10,607
Customer deposits and other long-term liabilities	1,470	1,786
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, $.01 par value; 500 shares authorized; no shares issued and outstanding	0	0
Common stock, $.01 par value; 20,500 shares authorized, 7,107 and 7,017 shares issued and outstanding	71	70
Additional paid-in capital	3,666	913
Accumulated other comprehensive (loss) income	(24)	23
Retained earnings	54,393	52,890
	58,106	53,896
	$261,329	$ 228,861

The accompanying notes are an integral part of these financial statements

BARRETT BUSINESS SERVICES, INC.
Consolidated Statements of Operations
(Unaudited)
(In thousands, except per share amounts)

	Three Months Ended June 30, 2013	2012
Revenues:		
Professional employer service fees	$ 93,494	$65,113
Staffing services	35,304	30,387
Total revenues	128,798	95,500
Cost of revenues:		
Direct payroll costs	26,611	22,843
Payroll taxes and benefits	53,483	39,332
Workers' compensation	24,978	16,984
Total cost of revenues	105,072	79,159
Gross margin	23,726	16,341
Selling, general and administrative expenses	14,494	10,549
Depreciation and amortization	506	357
Income from operations	8,726	5,435
Other income (expense):		
Investment income, net	173	212
Interest expense	(64)	(7)
Other	1	(9)
Other income	110	196
Income before income taxes	8,836	5,631
Provision for income taxes	2,950	1,888
Net Income	$ 5,886	$ 3,743
Basic earnings per common share	$ .83	$ .54
Weighted average number of basic common shares outstanding	7,082	6,995
Diluted earnings per common share	$ .80	$ .53
Weighted average number of diluted common shares outstanding	7,374	7,078
Cash dividends per common share	$ .13	$ .11

The accompanying notes are an integral part of these financial statements

Table of Contents

BARRETT BUSINESS SERVICES, INC.
Consolidated Statements of Operations
(Unaudited)
(In thousands, except per share amounts)

	Six Months Ended June 30, 2013	Six Months Ended June 30, 2012
Revenues:		
Professional employer service fees	$175,312	$121,324
Staffing services	65,037	56,598
Total revenues	240,349	177,922
Cost of revenues:		
Direct payroll costs	48,907	42,495
Payroll taxes and benefits	112,606	82,324
Workers' compensation	46,799	30,205
Total cost of revenues	208,312	155,024
Gross margin	32,037	22,898
Selling, general and administrative expenses	26,305	20,313
Depreciation and amortization	966	704
Income from operations	4,766	1,881
Other income (expense):		
Investment income, net	345	441
Interest expense	(143)	(13)
Other	(5)	(16)
Other income	197	412
Income before income taxes	4,963	2,293
Provision for income taxes	1,626	763
Net Income	$ 3,337	$ 1,530
Basic earnings per common share	$ .47	$ .18
Weighted average number of basic common shares outstanding	7,052	8,435
Diluted earnings per common share	$ .45	$ .18
Weighted average number of diluted common shares outstanding	7,344	8,511
Cash dividends per common share	$ .26	$ .22

The accompanying notes are an integral part of these financial statements

Table of Contents

BARRETT BUSINESS SERVICES, INC.
Consolidated Statements of Comprehensive Income
(Unaudited)
(In thousands)

	Three Months Ended June 30,	
	2013	2012
Net income	$5,886	$3,743
Unrealized (losses) gains on marketable securities, net of tax of $(28) and $1 in 2013 and 2012, respectively	$ (43)	2
Comprehensive income	$5,843	$3,745

	Six Months Ended June 30,	
	2013	2012
Net income	$3,337	$1,530
Unrealized (losses) gains on marketable securities, net of tax of $(31) and $27 in 2013 and 2012, respectively	$ (47)	43
Comprehensive income	$3,290	$1,573

The accompanying notes are an integral part of these financial statements

BARRETT BUSINESS SERVICES, INC.
Consolidated Statements of Stockholders' Equity
Six Months Ended June 30, 2013 and 2012
(Unaudited)
(In thousands)

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Total
	Shares	Amount				
Balance, December 31, 2011	9,871	$ 99	$ 20,943	$ (34)	$ 80,647	$101,655
Common stock issued on exercise of options	118	1	1,688	0	0	1,689
Stock option compensation expense, net of tax	0	0	285	0	0	285
Tax benefit of stock option exercises	0	0	264	0	0	264
Repurchase of common stock	(2,986)	(30)	(22,864)	0	(37,338)	(60,232)
Cash dividends on common stock	0	0	0	0	(1,868)	(1,868)
Unrealized holding gains on marketable securities, net of tax	0	0	0	43	0	43
Net income	0	0	0	0	1,530	1,530
Balance, June 30, 2012	7,003	70	316	9	42,971	43,366
Balance, December 31, 2012	7,017	70	913	23	52,890	53,896
Common stock issued on exercise of options	90	1	1,199	0	0	1,200
Stock option compensation expense, net of tax	0	0	367	0	0	367
Excess tax benefits from share-based compensation	0	0	1,187	0	0	1,187
Cash dividends on common stock	0	0	0	0	(1,834)	(1,834)
Unrealized holding losses on marketable securities, net of tax	0	0	0	(47)	0	(47)
Net income	0	0	0	0	3,337	3,337
Balance, June 30, 2013	7,107	$ 71	$ 3,666	$ (24)	$ 54,393	$ 58,106

The accompanying notes are an integral part of these financial statements

Table of Contents

BARRETT BUSINESS SERVICES, INC.
Consolidated Statements of Cash Flows
(Unaudited)
(In thousands)

	Six Months Ended June 30, 2013	Six Months Ended June 30, 2012
Cash flows from operating activities:		
Net Income	$ 3,337	$ 1,530
Reconciliations of net income to net cash provided by operating activities:		
Depreciation and amortization	966	704
Gains recognized on marketable securities	(1)	0
Gain recognized on sale and leaseback	(61)	(61)
Deferred income taxes	(58)	53
Share-based compensation	367	285
Changes in certain assets and liabilities:		
Trade accounts receivable, net	(16,931)	(16,913)
Income taxes receivable	(5,358)	701
Prepaid expenses and other	1,869	2,983
Accounts payable	815	274
Accrued payroll, payroll taxes and related benefits	17,267	16,045
Other accrued liabilities	330	50
Income taxes payable	(272)	193
Workers' compensation claims liabilities	13,979	5,939
Safety incentives liability	1,097	1,220
Customer deposits, long-term liabilities and other assets, net	84	56
Net cash provided by operating activities	17,430	13,059
Cash flows from investing activities:		
Purchase of property and equipment	(2,410)	(1,527)
Proceeds from sales and maturities of marketable securities	57,773	22,924
Purchase of marketable securities	(40,881)	(22,313)
Purchase of restricted certificates of deposit	(63,944)	0
Proceeds from maturities of restricted marketable securities	4,815	4,671
Purchase of restricted marketable securities	(5,594)	(4,680)
Net cash used in investing activities	(50,241)	(925)
Cash flows from financing activities:		
Proceeds from credit-line borrowings	132,664	0
Payments on credit-line borrowings	(137,196)	0
Payments on long-term debt	(110)	0
Repurchase of common stock	0	(25,432)
Dividends paid	(1,834)	(1,868)
Proceeds from exercise of stock options	1,200	1,689
Excess tax benefits from share-based compensation	1,187	264
Net cash used in financing activities	(4,089)	(25,347)
Net decrease in cash and cash equivalents	(36,900)	(13,213)
Cash and cash equivalents, beginning of period	45,747	49,571
Cash and cash equivalents, end of period	$ 8,847	$ 36,358
Supplemental schedule of noncash financing activities:		
Issuance of mandatorily redeemable preferred stock	$ 0	$ 34,800

The accompanying notes are an integral part of these financial statements

BARRETT BUSINESS SERVICES, INC.
Notes to Consolidated Financial Statements (Unaudited)

Note 1 - Basis of Presentation of Interim Period Statements

The accompanying consolidated financial statements are unaudited and have been prepared by Barrett Business Services, Inc. ("Barrett", "BBSI", the "Company", "our" or "we"), pursuant to the rules and regulations of the Securities and Exchange Commission. Certain information and note disclosures typically included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America have been condensed or omitted pursuant to such rules and regulations. In the opinion of management, the consolidated financial statements include all adjustments, consisting only of normal recurring adjustments, necessary for a fair statement of the results for the interim periods presented. The preparation of financial statements in conformity with generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from such estimates and assumptions. The consolidated financial statements should be read in conjunction with the audited financial statements and notes thereto included in the Company's 2012 Annual Report on Form 10-K at pages F1 – F29. The results of operations for an interim period are not necessarily indicative of the results of operations for a full year.

Revenue recognition

We recognize revenue as services are rendered by our workforce. Professional employer services are normally used by organizations to satisfy ongoing human resource management needs and typically involve contracts with a minimum term of one year, which cover all employees at a particular work site. Our client services agreements are renewable on an annual basis and typically require 30 days' written notice to cancel or terminate the contract by either party. Our client services agreements provide for immediate termination upon any default of the client regardless of when notice is given. We report professional employer services revenues on a net basis because we are not the primary obligor for the services provided by our co-employed clients to their customers pursuant to our client services agreements. Consequently, our professional employer service revenues represent the gross margin generated from our professional employer services after deducting the amounts invoiced to clients for direct payroll expenses such as salaries and wages and safety incentives. These amounts are also excluded from cost of revenues. Professional employer service revenues also include amounts invoiced to our clients for employer payroll-related taxes and workers' compensation coverage. Staffing services are engaged by customers to meet short-term and long-term personnel needs.

Marketable securities

As of June 30, 2013, the Company's marketable securities consisted of certificates of deposit, tax-exempt municipal securities, U.S. treasuries and corporate bonds. The Company classifies certificates of deposit, municipal securities, U.S. treasuries, and certain of its corporate bonds as available for sale; they are reported at fair value with unrealized gains and losses, net of taxes, shown as a component of accumulated other comprehensive income (loss) in stockholders' equity. In the event a loss is determined to be other-than-temporary, the loss will be recognized in the statement of operations. Certain of the Company's corporate bonds are classified as held-to-maturity and are reported at amortized cost.

Note 1 - Basis of Presentation of Interim Period Statements (Continued)

Allowance for doubtful accounts

The Company had an allowance for doubtful accounts of $362,000 and $381,000 at June 30, 2013 and December 31, 2012, respectively. The Company must make estimates of the collectibility of accounts receivable. Management analyzes historical bad debts, customer concentrations, customer creditworthiness, current economic conditions and changes in customers' payment trends when evaluating the adequacy of the allowance for doubtful accounts. The Company deems an account balance uncollectible only after it has pursued all available assets of the customer and, where applicable, the assets of the personal guarantor.

Workers' compensation claims

The Company is a self-insured employer with respect to workers' compensation coverage for all of its employees (including employees co-employed through our client service agreements) working in California, Oregon, Maryland, Delaware and Colorado. In the state of Washington, state law allows only the Company's staffing services and internal management employees to be covered under the Company's self-insured workers' compensation program. Additionally, the Company operates a wholly-owned fully licensed insurance company, Ecole Insurance Company ("Ecole"), in Arizona to provide workers' compensation coverage to our employees in Arizona.

To manage our financial exposure, in the event of catastrophic injuries or fatalities, the Company maintains excess workers' compensation insurance through our wholly owned captive insurance company, Associated Insurance Company for Excess ("AICE"), with a per occurrence retention of $5.0 million, except in Maryland and Colorado, where our per occurrence retention is $1.0 million and $500,000, respectively. AICE maintains excess workers' compensation insurance coverage with ACE American Insurance Company ("ACE"), between $5.0 million and $15.0 million per occurrence, except in Maryland, where coverage with ACE is between $1.0 million and $25.0 million per occurrence, and in Colorado, where the coverage with ACE is between $500,000 and statutory limits per occurrence. The Company continues to evaluate the financial capacity of its insurers to assess the recoverability of the related insurer receivables.

The Company has provided a total of $84.5 million and $70.6 million at June 30, 2013 and December 31, 2012, respectively, as an estimated future liability for unsettled workers' compensation claims liabilities. The estimated liability for unsettled workers' compensation claims represents management's best estimate based upon an actuarial valuation provided by a third party actuary. Included in the claims liabilities are case reserve estimates for reported losses, plus additional amounts based on projections for incurred but not reported claims and anticipated increases in case reserve estimates. Also included in these estimates are amounts for unallocated loss adjustment expenses, including legal costs. These estimates are continually reviewed and adjustments to liabilities are reflected in current operating results as they become known.

Note 1 - Basis of Presentation of Interim Period Statements (Continued)

Safety incentives liability

Safety incentives represent cash incentives paid to certain client companies under client service agreements for maintaining safe-work practices in order to minimize workplace injuries, thereby meeting agreed-upon loss objectives. The Company has provided $10.9 million at June 30, 2013 and $9.8 million at December 31, 2012 as an estimate of the liability for unpaid safety incentives. The incentive is based on a percentage of annual payroll and is paid annually to customers who meet predetermined workers' compensation claims cost objectives. Safety incentive payments are made only after closure of all workers' compensation claims incurred during the customer's contract period. The liability is estimated and accrued each month based upon the incentive earned less the then-current amount of the customer's estimated workers' compensation claims reserves as established by the Company's internal and third-party claims administrators, and the expected payout as determined by historical incentive payment trends. Safety incentive expense is netted against professional employer services revenue in our consolidated statements of operations.

Reclassifications

Certain prior year amounts have been reclassified to conform with the 2013 presentation. Such reclassifications had no impact on the Company's financial condition, operating results, cash flows, working capital or stockholders' equity.

Note 2 – Stock Repurchase

Effective March 28, 2012, the Company repurchased 2,485,929 shares of the Company's common stock held by the Estate of William W. Sherertz and 500,000 common shares held by Nancy Sherertz. Mr. Sherertz, a founder and former president and CEO of the Company, died January 20, 2011. Nancy Sherertz is also a founder of the Company. The common shares were repurchased at a price of $20 per share, representing total consideration of $59.7 million. The Company used a combination of $24.9 million in cash and issued 34,800 shares of Series A Nonconvertible, Non-Voting Redeemable Preferred Stock with a liquidation preference of $1,000 per share. Additionally, the Company incurred professional and legal fees totaling $514,000 related to the transaction.

Effective September 21, 2012, the Company redeemed all of the outstanding shares of its Series A Nonconvertible, Non-Voting Redeemable Preferred Stock for $34.8 million using a combination of cash on hand and availability under a new revolving credit facility provided by its principal bank. By redeeming the preferred stock within six months of issuance, the Company was not required to pay a semi-annual dividend of approximately $870,000 due September 28, 2012.

Note 3 – Revolving Credit Facility

The Company maintains a credit agreement (the “Agreement”) with its principal bank, Wells Fargo Bank, National Association (the “Bank”). The Agreement, which expires October 1, 2017, provides for a revolving credit facility with initial borrowing capacity of up to $24.0 million. The Company had no outstanding borrowings on the revolving credit facility, which had a maximum capacity of $21.5 million, at June 30, 2013. The Agreement also provides for the continuance of existing standby letters of credit in connection with various surety deposit requirements for workers’ compensation purposes, as to which the amount outstanding totaled approximately $70.6 million at June 30, 2013.

Effective June 14, 2013, the Company increased its outstanding standby letters of credit by $46.7 million to a total of $70.6 million. This increase resulted from the California self-insured workers’ compensation surety deposit requirement. The total letter of credit related to California workers’ compensation was $63.9 million as of June 30, 2013. As part of the increased letter of credit related to California workers’ compensation, the Company posted $63.9 million of certificates of deposit with the Bank as collateral. These certificates of deposit are classified as restricted within current assets on the Company’s Consolidated Balance Sheet.

Advances under the revolving credit facility bear interest, at the Company’s option, at either (a) a fixed rate for a term selected by the Company from time-to-time or (b) a fluctuating rate. In each case, the rate is calculated based on LIBOR plus 1.75%. The Agreement also provides for an unused commitment fee of 0.25% per annum on the average daily unused amount of the revolving credit facility.

The credit facility is collateralized by the Company’s accounts receivable and other rights to receive payment, general intangibles, inventory and equipment. Under the Agreement, the maximum principal amount available will be reduced by $2.5 million every six months commencing April 1, 2013.

The Agreement, as amended, requires the satisfaction of certain financial covenants as follows:

- Minimum Fixed Charge Coverage ratio of no less than 1.25:1.0, measured quarterly on a rolling four-quarter basis;
- Funded Debt: EBITDA of no more than 2.25:1 through September 30, 2013; 1.75:1 through September 30, 2014; 1.5:1 through September 30, 2015; and 1.25:1 thereafter, measured quarterly on a rolling four-quarter basis;
- Ratio of restricted and unrestricted cash and marketable securities to workers’ compensation and safety incentive liabilities of at least 1.0:1.0, measured quarterly; and
- Prohibition on incurring additional indebtedness without the prior approval of the Bank, other than up to $200,000 per year in purchase money financing.

The Agreement also contains customary events of default. If an event of default under the Agreement occurs and is continuing, the Bank may declare any outstanding obligations under the Agreement to be immediately due and payable. The Company was in compliance with all applicable financial covenants at June 30, 2013.

BARRETT BUSINESS SERVICES, INC.
Notes to Consolidated Financial Statements (Unaudited) *(Continued)*

Note 4 - Basic and Diluted Earnings Per Share

Basic earnings per share are computed based on the weighted average number of common shares outstanding during the period. Diluted earnings per common share reflect the potential effects of the exercise of outstanding stock options and vesting of restricted stock units. Basic and diluted common shares outstanding are summarized as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2013	2012	2013	2012
Weighted average number of basic common shares outstanding	7,082,007	6,995,066	7,052,139	8,434,962
Effect of dilutive securities	291,695	83,010	291,376	76,313
Weighted average number of diluted common shares outstanding	7,373,702	7,078,076	7,343,515	8,511,275

Note 5- Workers' Compensation

The following table summarizes the aggregate workers' compensation reserve activity (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2013	2012	2013	2012
Beginning balance				
Workers' compensation claims liabilities	$77,212	$52,794	$70,564	$51,193
Add: claims expense accrual:				
Current period	14,752	8,170	27,429	16,333
Prior periods	4,234	3,110	7,686	3,110
Total expense accrual	18,986	11,280	35,115	19,443
Less: claim payments related to:				
Current period	2,448	1,304	2,874	1,583
Prior periods	9,207	7,005	18,262	13,288
Total paid	11,655	8,309	21,136	14,871
Ending balance				
Workers' compensation claims liabilities	$84,543	$55,765	$84,543	$55,765
Incurred but not reported (IBNR)	$56,434	$41,000	$56,434	$41,000

Table of Contents

Note 6 - Fair Value Measurement

Marketable securities consist of the following investments (in thousands):

	June 30, 2013			December 31, 2012			
	Cost	Gross Unrealized (Losses)	Recorded Basis	Cost	Gross Unrealized Gains	Recorded Basis	Fair Value Category
Current:							
Available-for-sale:							
Certificate of deposits	$5,010	$ (12)	$ 4,998	$ 0	$ 0	$ 0	2
Municipal bonds	95	0	95	409	1	410	2
Corporate bonds	256	0	256	14,764	16	14,780	2
US treasuries	0	0	0	1,555	3	1,558	1
	$5,361	$ (12)	$ 5,349	$16,728	$ 20	$16,748	
Long term:							
Available-for-sale:							
Municipal bonds	$2,723	$ (5)	2,718	$ 292	$ 1	293	2
Corporate bonds	1,210	(9)	1,201	9,111	28	9,139	2
Held-to-maturity:							
Corporate bonds	470	0	470	467	0	467	2
	$4,403	$ (14)	$ 4,389	$ 9,870	$ 29	$ 9,899	

The Company's current restricted certificates of deposit are summarized as follows (in thousands):

	June 30, 2013			December 31, 2012		
	Cost	Gross Unrealized Gains	Recorded Basis	Cost	Gross Unrealized Gains	Recorded Basis
Restricted certificates of deposit	$63,944	$ 0	$63,944	$ 0	$ 0	$ 0

BARRETT BUSINESS SERVICES, INC.
Notes to Consolidated Financial Statements (Unaudited) *(Continued)*

Note 6 - Fair Value Measurement (Continued)

The Company's long term restricted marketable securities component of restricted marketable securities and workers' compensation deposits consists of the following (in thousands):

	June 30, 2013			December 31, 2012			
	Cost	Gross Unrealized Gains	Recorded Basis	Cost	Gross Unrealized Gains	Recorded Basis	Fair Value Category
Available-for-sale:							
Municipal bonds	$4,911	$ 14	$ 4,925	$4,920	$ 17	$ 4,937	2
Corporate bonds	2,445	1	2,446	2,035	5	2,040	2
U.S. treasuries	2,472	0	2,472	1,780	0	1,780	1
	$9,828	$ 15	$ 9,843	$8,735	$ 22	$ 8,757	

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Overview

Barrett Business Services, Inc. ("BBSI," the "Company," "our" or "we"), was incorporated in the state of Maryland in 1965. We are a leading provider of business management solutions, combining human resource outsourcing and professional management consulting to create an operational platform that differentiates us from our competitors. Our integrated platform is grounded in expertise in payroll processing, employee benefits, workers' compensation coverage, risk management and workplace safety programs, human resource administration, recruiting and permanent placement. BBSI helps small-to medium-sized businesses improve the efficiency of their operations. Our principal services assist our clients in leveraging their investment in human capital. We believe that our combination of business management solutions and expertise in human capital management enables us to provide our clients with a unique blend of services not offered by our competitors.

Our Services

Our passage from an entrepreneurially run company to a professionally managed organization has helped to form our view that all businesses experience the same success factors in their growth, as well as the same potential pitfalls. The insights gained through our own growth, along with the trends we see in working with more than 3,000 companies each day, define our approach to guiding business owners through the challenges associated with being an employer.

Through our client services agreement, the Company enters into a contract to become a co-employer of the client's existing workforce assuming responsibility for payroll, payroll taxes, workers' compensation coverage and certain other administrative functions, while the business owner client maintains physical care, custody and control of their workforce, including the authority to hire and terminate employees. Staffing services include on-demand or short-term staffing assignments, and long or indefinite-term contract staffing. The Company's staffing services also include recruiting, which involves fee-based search efforts for specific employee candidates at the request of co-employed clients, staffing customers or other businesses.

We believe the expert knowledge of our teams combined with tools from the HR outsourcing industry helps our clients more effectively leverage their internal resources. We assist our clients by:

- Delivering expertise to help our clients more effectively leverage their internal resources
- Partnering with the business owner to frame a three-tiered management platform that brings predictability to their organization
- Leveraging our client's investment in human capital through a unique, high-touch, results-oriented approach
- Enabling business owners to focus on their core business by reducing organizational complexity and maximizing productivity

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Continued)

Our Services (Continued)

Prior to entering into a client services agreement, we perform an in-depth analysis of the potential client's operations, including evaluation of needs and objectives, risk assessment and financial review. Once the client service agreement has been signed, we pair each of our clients with a dedicated, local branch-based business unit comprised of management professionals with expertise in Human Resource Consulting, Risk Consulting, Payroll, Benefits Administration and Recruiting. We believe our hands-on model allows our clients to more quickly adopt processes to develop a more productive workforce, mitigate workplace injury and risk and encourage workplace compliance with a broad range of employment and safety regulations.

The Company serves a growing and diverse client base of small and medium-sized businesses in a wide variety of industries through a network of branch offices in California, Oregon, Washington, Idaho, Arizona, Utah, Colorado, Maryland, Delaware and North Carolina. Barrett also has several smaller recruiting offices in its general market areas, which are under the direction of a branch office.

Table of Contents

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Continued)

Results of Operations

The following table sets forth percentages of total revenues represented by selected items in the Company's Consolidated Statements of Operations for the three and six months ended June 30, 2013 and 2012.

	Percentage of Total Revenue Three Months Ended June 30,		Percentage of Total Revenue Six Months Ended June 30,	
	2013	2012	2013	2012
Revenues:				
Professional employer service fees	72.6%	68.2%	72.9%	68.2%
Staffing services	27.4	31.8	27.1	31.8
Total revenues	100.0	100.0	100.0	100.0
Cost of revenues:				
Direct payroll costs	20.7	23.9	20.3	23.9
Payroll taxes and benefits	41.5	41.2	46.9	46.2
Workers' compensation	19.4	17.8	19.5	17.0
Total cost of revenues	81.6	82.9	86.7	87.1
Gross margin	18.4	17.1	13.3	12.9
Selling, general and administrative expenses	11.2	11.0	10.9	11.4
Depreciation and amortization	0.4	0.4	0.4	0.4
Income from operations	6.8	5.7	2.0	1.1
Other income	0.1	0.2	0.1	0.2
Income before income taxes	6.9	5.9	2.1	1.3
Provision for income taxes	2.3	2.0	0.7	0.4
Net income	4.6%	3.9%	1.4%	0.9%

We report professional employer services revenues on a net basis because we are not the primary obligor for the services provided by our co-employed clients to their customers pursuant to our client service agreements. The presentation of revenues on a net basis and the relative contributions of staffing and professional employer services revenues can create volatility in our gross margin percentage. The general impact of fluctuations in our revenue mix is described below.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Continued)

Results of Operations (Continued)

- A relative increase in professional employer services revenue will result in a higher gross margin percentage. Improvement in gross margin percentage occurs because incremental client services revenue dollars are reported as revenue net of all related direct costs.

- A relative increase in staffing revenues will typically result in a lower gross margin percentage. Staffing revenues are presented at gross with the related direct costs reported in cost of sales. While staffing relationships typically have higher margins than co-employment relationships, an increase in staffing revenues and related costs presented at gross dilutes the impact of the net professional employer services revenue on gross margin percentage.

We present for comparison purposes the gross revenues and cost of revenues information set forth in the table below. Although not in accordance with GAAP, management believes this information is more informative as to the level of our business activity and more illustrative of how we manage our operations, including the preparation of our internal operating forecasts, because it presents our professional employer services on a basis comparable to our staffing services.

(in thousands)	Unaudited Three Months Ended June 30,		Unaudited Six Months Ended June 30,	
	2013	2012	2013	2012
Revenues:				
Professional employer services	$639,663	$463,671	$1,201,146	$869,521
Staffing services	35,304	30,387	65,037	56,598
Total revenues	674,967	494,058	1,266,183	926,119
Cost of revenues:				
Direct payroll costs	568,799	418,594	1,067,538	785,527
Payroll taxes and benefits	53,483	39,332	112,606	82,324
Workers' compensation	28,959	19,791	54,002	35,370
Total cost of revenues	651,241	477,717	1,234,146	903,221
Gross margin	$ 23,726	$ 16,341	$ 32,037	$ 22,898

Table of Contents

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Continued)

Results of Operations (Continued)

A reconciliation of non-GAAP gross professional employer services revenues to net professional employer services revenues is as follows:

	Unaudited Three Months Ended June 30					
	Gross Revenue Reporting Method		Reclassification		Net Revenue Reporting Method	
(in thousands)	2013	2012	2013	2012	2013	2012
Revenues:						
Professional employer services	$ 639,663	$463,671	$ (546,169)	$(398,558)	$ 93,494	$ 65,113
Staffing services	35,304	30,387	0	0	35,304	30,387
Total revenues	$ 674,967	$494,058	$ (546,169)	$(398,558)	$128,798	$ 95,500
Cost of revenues	$ 651,241	$477,717	$ (546,169)	$(398,558)	$105,072	$ 79,159

	Unaudited Six Months Ended June 30					
	Gross Revenue Reporting Method		Reclassification		Net Revenue Reporting Method	
(in thousands)	2013	2012	2013	2012	2013	2012
Revenues:						
Professional employer services	$1,201,146	$869,521	$(1,025,834)	$(748,197)	$175,312	$121,324
Staffing services	65,037	56,598	0	0	65,037	56,598
Total revenues	$1,266,183	$926,119	$(1,025,834)	$(748,197)	$240,349	$177,922
Cost of revenues	$1,234,146	$903,221	$(1,025,834)	$(748,197)	$208,312	$155,024

The amount of the reclassification is comprised of direct payroll costs and safety incentives attributable to our co-employed client companies.

Three months ended June 30, 2013 and 2012

Net income for the second quarter of 2013 amounted to $5.9 million, as compared to net income of $3.7 million for the second quarter of 2012. Diluted income per share for the second quarter of 2013 was $.80 compared to diluted income per share of $.53 for the comparable 2012 period.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Continued)

Results of Operations (Continued)

Three months ended June 30, 2013 and 2012 (Continued)

Revenues for the second quarter of 2013 totaled $128.8 million, an increase of approximately $33.3 million or 34.9% over the second quarter of 2012, which reflects an increase in the Company's professional employer service fee revenue of $28.4 million or 43.6%, coupled with an increase in staffing services revenue of $4.9 million or 16.2%. Approximately 73% and 68%, respectively, of our revenue during the three months ended June 30, 2013 and 2012 was attributable to our California operations.

Our growth in professional employer service revenues continues to be primarily attributable to new customers, resulting from continued strength in our referral channels and a high retention rate, as business from new customers during the second quarter of 2013 nearly tripled our lost business from former customers. Professional employer service revenues from continuing customers reflected a 12% increase compared to the second quarter of 2012, primarily resulting from increases in employee headcount and hours worked. The increase in staffing revenues was due primarily to an increase in revenue from the addition of new business, as the increase in business from existing customers nearly offset lost business from former customers.

Gross margin for the second quarter of 2013 totaled approximately $23.7 million or an increase of 45.2% over the second quarter of 2012, primarily due to the 34.9% increase in revenues and a decline in direct payroll costs, as a percentage of revenues, partially offset by higher workers' compensation expense and payroll taxes and benefits, as a percentage of revenues.

The decrease in direct payroll costs, as a percentage of revenues, from 23.9% for the second quarter of 2012 to 20.7% for the second quarter of 2013 was primarily due to the increase in our mix of professional employer services in the Company's customer base compared to the second quarter of 2012 and the effect of each customer's unique mark-up percent.

Payroll taxes and benefits, as a percentage of revenues, for the second quarter of 2013 was 41.5% compared to 41.2% for the second quarter of 2012. The percentage rate increase was largely due to the effect of significant growth in professional employer services, where payroll taxes and benefits are presented at gross cost, whereas the related direct payroll costs are netted against professional employer services revenue. Management expects the trend in payroll taxes and benefits, as a percentage of revenues, to continue to increase as a result of continued growth in professional employer services on a quarter-over-quarter basis.

Workers' compensation expense, in terms of dollars and as a percentage of revenues, increased from $17.0 million or 17.8% in the second quarter of 2012 to $25.0 million or 19.4% in the second quarter of 2013. The percentage rate increase was primarily due to an increase in the provision for claim costs related to current year claims, increases in estimated costs to close prior year claims, and increased insurance broker commissions resulting from increased workers' compensation insurance rates.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Continued)

Results of Operations (Continued)

Three months ended June 30, 2013 and 2012 (Continued)

Selling, general and administrative ("SG&A") expenses for the second quarter of 2013 totaled approximately $14.5 million, an increase of $3.9 million or 37.4% over the second quarter of 2012. The increase was primarily attributable to higher branch incentive pay based upon increased branch performance and increases in management payroll and other variable expense components within SG&A to support our business growth.

The income tax rate for the 2013 second quarter was 33.4%. We expect the effective income tax rate for the balance of 2013 to remain at a similar rate to the 2013 second quarter income tax rate. The income tax rate for the 2012 second quarter was 33.5%.

Six months ended June 30, 2013 and 2012

Net income for the six months ended June 30, 2013 amounted to $3.3 million, as compared to net income of $1.5 million for the first six months of 2012. Diluted income per share for the first six months of 2013 was $.45 compared to diluted income per share of $.18 for the comparable 2012 period. The first six months of 2013 reflected approximately 1.2 million fewer diluted common shares outstanding when compared to the comparable period of 2012 primarily due to the Company's repurchase of approximately 2.5 million shares from the Estate of William W. Sherertz, as well as 500,000 shares from Nancy Sherertz, on March 28, 2012.

Revenues for the six months ended June 30, 2013 totaled $240.3 million, an increase of approximately $62.4 million or 35.1% over the comparable period in 2012, which reflects an increase in the Company's professional employer service fee revenue of $54.0 million or 44.5% coupled with an increase in staffing services revenue of $8.4 million or 14.9%. Approximately 74% and 68%, respectively, of our revenue during the six months ended June 30, 2013 and 2012 was attributable to our California operations.

Our growth in professional employer service revenues continues to be primarily attributable to new customers, resulting from continued strength in our referral channels and a high retention rate, as business from new customers during the first six months of 2013 tripled our lost business from former customers. Professional employer service revenues from continuing customers reflected a 10% increase compared to the first six months of 2012, primarily resulting from increases in employee headcount and hours worked. Staffing revenues increased primarily from an increase in revenue due to the addition of new business.

Gross margin for the six months ended June 30, 2013 totaled approximately $32.0 million or an increase of 39.9% over the comparable period of 2012, primarily due to the 35.1% increase in revenues and a decline in direct payroll costs, as a percentage of revenues, partially offset by higher workers' compensation expense and payroll taxes and benefits, as a percentage of revenues.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Continued)

Results of Operations (Continued)

Six months ended June 30, 2013 and 2012 (Continued)

The decrease in direct payroll costs, as a percentage of revenues, from 23.9% for the first six months of 2012 to 20.3% for the first six months of 2013 was primarily due to the increase in our mix of professional employer services in the Company's customer base over the second quarter of 2012 and the effect of each customer's unique mark-up percent.

Payroll taxes and benefits, as a percentage of revenues, for the first six months of 2013 was 46.9% compared to 46.2% for the comparable period of 2012. The percentage rate increase was largely due to the effect of significant growth in professional employer services, where payroll taxes and benefits are presented at gross cost, whereas the related direct payroll costs are netted against professional employer services revenue, and to slightly higher effective state unemployment tax rates in various states in which the Company operates as compared to the comparable period of 2012.

Workers' compensation expense, in terms of dollars and as a percentage of revenues, increased from $30.2 million or 17.0% in the first six months of 2012 to $46.8 million or 19.5% in the first six months of 2013. The percentage rate increase was primarily due to an increase in the provision for claim costs related to current year claims, increases in estimated costs to close prior year claims, and increased insurance broker commissions resulting from increased workers' compensation insurance rates.

SG&A expenses for the first six months of 2013 totaled approximately $26.3 million, an increase of $6.0 million or 29.5% over the first six months of 2012. The increase was primarily attributable to increases in branch incentive pay resulting from increased branch performance, as well as increases in management payroll and other variable expense components within SG&A to support our business growth.

The income tax rate for the first six months of 2013 was 32.8% compared to the income tax rate for the first six months of 2012 of 33.3%.

Factors Affecting Quarterly Results

The Company has historically experienced significant fluctuations in its quarterly operating results and expects such fluctuations to continue in the future. The Company's operating results may fluctuate due to a number of factors such as seasonality, wage limits on statutory payroll taxes, claims experience for workers' compensation, demand for the Company's services, competition, and the effect of acquisitions. The Company's revenue levels may fluctuate from quarter to quarter primarily due to the impact of seasonality on its staffing services business and on certain of its co-employed clients in the agriculture, food processing and construction-related industries. As a result, the Company may have greater revenues and net income in the third quarter of its fiscal year. Revenue levels in the fourth quarter may be affected by many customers' practice of operating on holiday-shortened schedules. Payroll taxes and benefits fluctuate with the level of direct payroll costs, but tend to represent a smaller percentage of revenues and direct payroll later in the Company's fiscal year as federal and state

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Continued)

Factors Affecting Quarterly Results (Continued)

statutory wage limits for unemployment and Social Security taxes are exceeded on a per employee basis. Workers' compensation expense varies with both the frequency and severity of workplace injury claims reported during a quarter and the estimated future costs of such claims. Adverse loss development of prior period claims during a subsequent quarter may also contribute to volatility in the Company's estimated workers' compensation expense.

Liquidity and Capital Resources

The Company's cash position for the six months ended June 30, 2013 decreased $36.9 million from December 31, 2012, which compares to a decrease of $13.2 million for the comparable period in 2012. The decrease in cash at June 30, 2013 as compared to December 31, 2012, was primarily due to the purchase of restricted certificates of deposit and restricted marketable securities totaling $69.5 million and an increase in trade accounts receivable of $16.9 million, partially offset by net income of $3.3 million, a $17.3 million increase in accrued payroll and payroll taxes, net proceeds from the sales and maturities of marketable securities of $16.9 million, and a $14.0 million increase in workers' compensation claims liabilities.

Net cash provided by operating activities for the six months ended June 30, 2013 amounted to $17.4 million compared to $13.1 million for the comparable 2012 period. For the six months ended June 30, 2013, cash flow was principally provided by net income of $3.3 million, increases in accrued payroll, payroll taxes and benefits of $17.3 million and a $14.0 million increase in workers' compensation claims liabilities, partially offset by an increase in trade accounts receivable of $16.9 million.

Net cash used in investing activities for the six months ended June 30, 2013 was $50.2 million as compared to $925,000 of net cash used in investing activities for the comparable 2012 period. For the 2013 period, cash from investing activities was used to purchase restricted certificates of deposit and restricted marketable securities totaling $69.5 million and the purchase of marketable securities of $40.9 million, partially offset by the sales and maturities of marketable securities of $57.8 million. The Company presently has no material long-term capital commitments.

Net cash used in financing activities for the six months ended June 30, 2013 was $4.1 million as compared to $25.3 million for the comparable 2012 period. For the 2013 period, the primary uses of cash for financing activities were the net payments on credit-line borrowings of $4.5 million and the payment of regular quarterly cash dividends totaling $1.8 million to holders of the Company's common stock, partially offset by $1.2 million for proceeds from the exercise of stock options coupled with excess tax benefits from share-based compensation of $1.2 million.

The Company's business strategy continues to focus on growth through the expansion of operations at existing offices, together with the selective acquisition of additional personnel-related businesses, both in its existing markets and other strategic geographic markets. The Company periodically evaluates proposals for various acquisition opportunities, but there can be no assurance that any additional transactions will be consummated.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Continued)

Liquidity and Capital Resources (Continued)

As disclosed in Note 3 to the Consolidated Financial Statements in this report, the Company maintains a credit agreement (the "Agreement") with its principal bank, Wells Fargo Bank, National Association (the "Bank"). The Agreement, which expires October 1, 2017, provides for a revolving credit facility with initial borrowing capacity of up to $24.0 million. The Company had no outstanding borrowings on the revolving credit facility as of June 30, 2013. The Agreement also provides for the continuance of existing standby letters of credit in connection with various surety deposit requirements for workers' compensation purposes, as to which the amount outstanding totaled approximately $70.6 million as of June 30, 2013.

Effective June 14, 2013, the Company increased its outstanding standby letters of credit by $46.7 million to a total of $70.6 million. This increase resulted from the California self-insured workers' compensation surety deposit requirement. The total letter of credit related to California workers' compensation was $63.9 million as of June 30, 2013. As part of the increased letter of credit related to California workers' compensation, the Company posted $63.9 million of certificates of deposit with the Bank as collateral. These certificates of deposit are classified as restricted within current assets on the Company's Consolidated Balance Sheet.

Advances under the revolving credit facility bear interest, at the Company's option, at either (a) a fixed rate for a term selected by the Company from time-to-time or (b) a fluctuating rate. In each case, the rate is calculated based on LIBOR plus 1.75%. The Agreement also provides for an unused commitment fee of 0.25% per annum on the average daily unused amount of the revolving credit facility.

The credit facility is collateralized by the Company's accounts receivable and other rights to receive payment, general intangibles, inventory and equipment. Under the Agreement, the maximum principal amount available will be reduced by $2.5 million every six months commencing April 1, 2013. The maximum principal amount available at June 30, 2013 was $21.5 million.

The Agreement, as amended, requires the satisfaction of certain financial covenants as follows:

- Minimum Fixed Charge Coverage ratio of no less than 1.25:1.0, measured quarterly on a rolling four-quarter basis;
- Funded Debt: EBITDA of no more than 2.25:1 through September 30, 2013; 1.75:1 through September 30, 2014; 1.5:1 through September 30, 2015; and 1.25:1 thereafter, measured quarterly on a rolling four-quarter basis;
- Ratio of restricted and unrestricted cash and marketable securities to workers' compensation and safety incentive liabilities of at least 1.0:1.0, measured quarterly; and
- Prohibition on incurring additional indebtedness without the prior approval of the Bank, other than up to $200,000 per year in purchase money financing.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Continued)

Liquidity and Capital Resources (Continued)

The Agreement also contains customary events of default. If an event of default under the Agreement occurs and is continuing, the Bank may declare any outstanding obligations under the Agreement to be immediately due and payable. The Company was in compliance with all applicable financial covenants at June 30, 2013.

Management expects that the funds anticipated to be generated from operations and availability under its revolving credit facility will be sufficient in the aggregate to fund the Company's working capital needs for the next twelve months.

Inflation

Inflation generally has not been a significant factor in the Company's operations during the periods discussed above. The Company has taken into account the impact of escalating medical and other costs in establishing reserves for future expenses for self-insured workers' compensation claims.

Forward-Looking Information

Statements in this report which are not historical in nature, including discussion of economic conditions in the Company's market areas and effect on revenue levels, the potential for and effect of acquisitions, the effect of changes in the Company's mix of services on gross margin, the adequacy of the Company's workers' compensation reserves and the effect of changes in estimate of its claims liabilities, the adequacy of the Company's allowance for doubtful accounts, the effect of the Company's formation and operation of two wholly owned, fully licensed captive insurance subsidiaries and becoming self-insured for certain business risks, the availability of alternatives to being self-insured as to workers' compensation liabilities in California, the financial viability of the Company's excess insurance carriers, the effectiveness of the Company's management information systems, payment of future dividends, and the availability of working capital to meet the Company's funding requirements, are forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual results, performance or achievements of the Company or industry to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Such factors with respect to the Company include the ability to retain current clients and attract new clients, difficulties associated with integrating acquired businesses and clients into the Company's operations, economic trends in the Company's service areas, material deviations from expected future workers' compensation claims experience, the effect of changes in the workers' compensation regulatory environment in one or more of the Company's primary markets, collectibility of accounts receivable, the carrying values of deferred income tax assets and goodwill, which may be affected by the Company's future operating results, the effect of conditions in the global capital markets on the Company's investment portfolio, and the availability of capital or letters of credit necessary to meet state-mandated surety deposit requirements for maintaining the Company's status as a qualified self-insured employer for workers' compensation coverage, among others. The Company disclaims any obligation to update any such factors or to publicly announce the result of any revisions to any of the forward-looking statements contained herein to reflect future events or developments.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

The Company's exposure to market risk for changes in interest rates primarily relates to its investment portfolio of liquid assets and its outstanding borrowings on its line of credit and long-term debt. As of June 30, 2013, the Company's investment portfolio consisted principally of approximately $68.9 million in certificates of deposit, $7.7 million in tax-exempt municipal bonds, and approximately $4.4 million in corporate bonds. The Company's outstanding borrowings on its line of credit and long-term debt totaled approximately $5.4 million at June 30, 2013. Based on the Company's overall interest exposure at June 30, 2013, a 100 basis point increase in market interest rates would not have a material effect on the fair value of the Company's investment portfolio of liquid assets, its outstanding borrowings or its results of operations because of the predominantly short maturities of the securities within the investment portfolio and the relative size of the outstanding borrowings.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

As of June 30, 2013 the Company carried out an evaluation, under the supervision and with the participation of the Company's management, including the Company's Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures, as defined in Rule 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934. Based on the evaluation, the Company's Chief Executive Officer and Chief Financial Officer have concluded that the Company's disclosure controls and procedures are effective to ensure that information required to be disclosed by the Company in the reports it files or submits under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules and forms and is accumulated and communicated to our management as appropriate to allow timely decisions regarding required disclosure.

Changes in Internal Control Over Financial Reporting

There have been no changes in the Company's internal control over financial reporting that occurred during the Company's fiscal quarter ended June 30, 2013 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Part II – Other Information

Item 1A. Risk Factors

There have been no material changes in our risk factors from those disclosed in our 2012 Annual Report on Form 10-K.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

There were no common stock repurchases during the quarter ended June 30, 2013. In November 2006, the Board adopted a stock repurchase program and authorized the repurchase of up to 500,000 common shares of the Company's common stock from time to time in open market purchases. In November 2007, the Board approved an increase in the authorized shares to be repurchased up to 1.0 million common shares. In October 2008, the Board approved a second increase in the authorized common shares to be repurchased up to 3.0 million shares. At June 30, 2013, 1,208,200 shares could be repurchased under the program.

Item 5. Other Information

The 2013 annual meeting of stockholders of Barrett Business Services, Inc. was held on May 29, 2013.

Proposal 1. The following directors were elected at the annual meeting, each for a one-year term, by the votes indicated.

Nominee	Shares Voted For	Shares Withheld	Broker Non-votes
Thomas J. Carley	5,310,682	168,977	1,015,373
Michael L. Elich	5,362,432	117,227	1,015,373
James B. Hicks, Ph.D.	5,314,423	165.236	1,015,373
Roger L. Johnson	5,361,292	118,367	1,015,373
Jon L. Justesen	5,315,529	164,130	1,015,373
Anthony Meeker	5,308,699	170,960	1,015,373

The following matters were approved by the votes indicated:

Proposal 2. Ratification of the appointment of Moss Adams LLP as the Company's independent public accountants for the year ending December 31, 2013.

Shares Voted For	Shares Voted Against	Abstentions
6,463,556	19,100	12,376

Item 5. Other Information (Continued)

Proposal 3. Approval, by non-binding vote, of the compensation paid to the Company's named executive officers.

Shares Voted For	Shares Voted Against	Abstentions	Broker Non-votes
5,390,308	59,435	29,916	1,015,373

Item 6. Exhibits

The exhibits filed with this report are listed in the Exhibit Index following the signature page of this report.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

BARRETT BUSINESS SERVICES, INC.
(Registrant)

Date: August 8, 2013

/s/ James D. Miller
James D. Miller
Vice President-Finance, Treasurer and Secretary
(Principal Financial and Accounting Officer)

EXHIBIT INDEX

Exhibit	
4.1	First Amendment to Restated Credit Agreement dated as of June 14, 2013, between the Registrant and Wells Fargo Bank, National Association (“Wells Fargo”).
4.2	Security Agreement: Specific Rights to Payment dated as of June 14, 2013, between the Registrant and Wells Fargo.
31.1	Certification of the Chief Executive Officer under Rule 13a-14(a).
31.2	Certification of the Chief Financial Officer under Rule 13a-14(a).
32	Certification pursuant to 18 U.S.C. Section 1350.
101.	INS XBRL Instance Document *
101.	SCH XBRL Taxonomy Extension Schema Document *
101.	CAL XBRL Taxonomy Extension Calculation Linkbase Document *
101.	DEF XBRL Taxonomy Extension Definition Linkbase Document *
101.	LAB XBRL Taxonomy Extension Label Linkbase Document *
101.	PRE XBRL Taxonomy Extension Presentation Linkbase Document *

* Pursuant to Rule 406T of Regulation S-T, these interactive data files are deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, or Section 18 of the Securities Exchange Act of 1934, as amended, and otherwise are not subject to liability under those sections.

Exhibit 4.1

FIRST AMENDMENT TO RESTATED CREDIT AGREEMENT

THIS FIRST AMENDMENT TO RESTATED CREDIT AGREEMENT (this “Amendment”) is entered into as of June 14, 2013, by and between BARRETT BUSINESS SERVICES, INC., a Maryland corporation (“Borrower”), and WELLS FARGO BANK, NATIONAL ASSOCIATION (“Bank”).

RECITALS

WHEREAS, Borrower is currently indebted to Bank pursuant to the terms and conditions of that certain Restated Credit Agreement between Borrower and Bank dated as of November 1, 2012, as amended from time to time (“Credit Agreement”).

WHEREAS, Bank and Borrower have agreed to certain changes in the terms and conditions set forth in the Credit Agreement and have agreed to amend the Credit Agreement to reflect said changes.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Credit Agreement shall be amended as follows:

1. Section 1.3 of the Credit Agreement (captioned “STANDBY LETTERS OF CREDIT”) is hereby deleted in its entirety, and the following substituted therefor:

“SECTION 1.3. STANDBY LETTERS OF CREDIT.

(a) Standby Letters of Credit.

(i) Existing Standby Letters of Credit. Bank has issued or caused an affiliate to issue the following standby letters of credit (each an “Existing Standby Letter of Credit” and collectively, the “Existing Standby Letters of Credit”) for the account of Borrower, each of which was issued pursuant to the terms of that certain Standby Letter of Credit Agreement (Credit Agreement/Loan Agreement Version) between Bank and Borrower dated September 18, 2012 (as may be amended from time to time, the “Standby Letter of Credit Agreement”), and is outstanding as of the date hereof: (A) Standby Letter of Credit No. NZS401574 up to the aggregate amount of One Million Six Hundred Fifty Thousand Dollars ($1,650,000.00) dated June 21, 2001, as amended from time to time; (B) Standby Letter of Credit No. NZS504587 in the amount of Five Million Dollars ($5,000,000.00) dated December 8, 2003, as amended from time to time; (C) Standby Letter of Credit No. NZS568994 in the amount of Ten Thousand Dollars ($10,000.00) dated April 11, 2006; and (D) Irrevocable Standby Letter of Credit No. IS0013451 in the amount of Seventeen Million One Hundred Eighty Three Thousand Five Hundred Sixty-Seven Dollars ($17,183,567.00) dated July 11, 2012, as amended from time to time (the “Existing California SLOC”).

(ii) Amended Standby Letter of Credit. Subject to the terms of this Agreement, Bank hereby agrees to amend or cause an affiliate to amend the Existing California SLOC, for the account of Borrower and for the benefit of Borrower to secure Borrower's workers' compensation obligations to the State of California Self Insurance Plans to increase the principal amount thereof from Seventeen Million One Hundred Eighty Three Thousand Five Hundred Sixty-Seven and 00/100 Dollars ($17,183,567.00) to Sixty Three Million Nine Hundred Forty Three Thousand Eight Hundred Thirty Two and 00/100 Dollars ($63,943,832.00) (the "Amended California SLOC"). The form and substance of the Amended California SLOC shall be subject to approval by Bank, in its sole discretion.

(iii) Each Standby Letter of Credit shall remain subject to the additional terms of the Standby Letter of Credit Agreement, applications and any related documents required by Bank in connection with the issuance (and any renewal) thereof. Notwithstanding the provision of any Standby Letter of Credit regarding automatic extension of its expiration date, Bank may, at its sole option, give notice to the beneficiary thereof in accordance with the terms of such Standby Letter of Credit that Bank has elected not to renew such Standby Letter of Credit beyond its current expiration date (or any other subsequent expiration date that may be agreed to by Bank at Bank's sole discretion). If Borrower does not at any time want any Standby Letter of Credit to be renewed, Borrower will so notify Bank at least fifteen (15) calendar days before Bank is to notify the beneficiary thereof of such nonrenewal pursuant to the terms of such Standby Letter of Credit. Subject to the terms and conditions of this Agreement and the Standby Letter of Credit Agreement, Bank hereby confirms that the Standby Letters of Credit remain in full force and effect. As used herein, "Standby Letter of Credit" means, individually, the Amended California SLOC or any of the Existing Standby Letters of Credit, and "Standby Letters of Credit" means, collectively, the Amended California SLOC and the Existing Standby Letters of Credit.

(b) Repayment of Drafts. Each drawing paid under any Standby Letter of Credit shall be repaid by Borrower in accordance with the provisions of the Standby Letter of Credit Agreement."

2. Section 1.3 of the Credit Agreement (captioned “INTEREST/FEES”) is hereby amended by renumbering it as Section 1.4 of the Credit Agreement.

3. Section 1.4 of the Credit Agreement (captioned “COLLECTION OF PAYMENTS”) is hereby amended by renumbering it as Section 1.5 of the Credit Agreement.

4. Section 1.5 of the Credit Agreement (captioned “COLLATERAL”) is hereby deleted in its entirety, and the following substituted therefor:

“SECTION 1.6. COLLATERAL.

As security for all indebtedness and other obligations of Borrower to Bank, Borrower shall grant to Bank security interests of first priority in all Borrower’s accounts receivable and other rights to payment, general intangibles, inventory and equipment.

As security for all indebtedness and other obligations of Borrower to Bank under the Term Loan, Borrower shall grant to Bank a lien of not less than first priority on that certain real property located at 8100 NE Parkway Drive, Vancouver, Washington 98662 (the “Real Property”).

As security for all indebtedness and other obligations of Borrower to Bank under the Amended California SLOC, Borrower shall grant to Bank a security interest of first priority in deposit account number 1292505821 (the “Borrower Deposit Account”).

As security for all indebtedness and other obligations of Borrower to Bank under the Amended California SLOC, Borrower shall cause Associated Insurance Company for Excess, an Arizona corporation (“AICE”), to grant to Bank security interests of first priority in deposit account number 1292505789 (the “AICE Deposit Account”).

All of the foregoing shall be evidenced by and subject to the terms of such security agreements, financing statements, deeds or mortgages, and other documents as Bank shall reasonably require, all in form and substance satisfactory to Bank. Borrower shall pay to Bank immediately upon demand the full amount of all charges, costs and expenses (to include fees paid to third parties and all allocated costs of Bank personnel), expended or incurred by Bank in connection with any of the foregoing security, including without limitation, filing and recording fees and costs of appraisals, audits and title insurance.”

5. Section 4.3 of the Credit Agreement is hereby deleted in its entirety, and the following substituted therefor:

“SECTION 4.3. FINANCIAL STATEMENTS. Provide to Bank all of the following, in form and detail satisfactory to Bank:

(a) not later than 120 days after and as of the end of each fiscal year, an audited consolidated financial statement of Borrower, prepared by a certified public accountant acceptable to Bank, to include balance sheet, income statement, and statement of cash flows and sources, and shall be accompanied by the unqualified opinion of such accountant addressed to Bank;

(b) not later than 180 days after and as of the end of each fiscal year, an audited financial statement for each of AICE and Ecole Insurance Company, an Arizona corporation wholly owned by Borrower ("Ecole") (AICE and Ecole, each an "Affiliate" and collectively, the "Affiliates"), prepared by a certified public accountant acceptable to Bank, to include balance sheet, income statement and statement of cash flows and sources, and shall be accompanied by the unqualified opinion of such accountant addressed to Bank;

(c) Promptly upon their becoming available, copies of (i) all financial statements, reports, notices and proxy statements made publicly available by Borrower to its security holders; (ii) all regular and periodic reports and all registration statements and prospectuses, if any, filed by Borrower with any securities exchange or with the U.S. Securities and Exchange Commission ("SEC") or any governmental or private regulatory authority, including, but not limited to (A) not later than 95 calendar days after the end of each fiscal year, Borrower's 10-K filing with the SEC (including all exhibits and certifications) for the fiscal year just ended, and (B) not later than 50 calendar days after the end of each fiscal quarter, Borrower's 10-Q filing with the SEC (including all exhibits and certifications) for the fiscal quarter just ended; and (iii) all press releases and other statements made available by Borrower to the public concerning material changes or developments in the business of Borrower;

(d) contemporaneously with each annual and quarterly financial statement of Borrower and the Affiliates required hereby, a certificate of the president or chief financial officer of Borrower that said financial statements are accurate and that there exists no Event of Default nor any condition, act or event which with the giving of notice or the passage of time or both would constitute an Event of Default;

(e) annually, but in all events not later than October 15 of each year (commencing October 15, 2012), true and correct copies of a Uniform Certificate of Authority Application-Certificate of Compliance issued by the State of Arizona Director of Insurance for each of the Affiliates indicating that, as of a date no earlier than 30 days prior to the date each such certificate is delivered to Bank, each of the Affiliates is duly organized under the laws of the State of Arizona and authorized to transact the relevant insurance business of each of the Affiliates in the State of Arizona;

(f) annually, but in all events not later than April 30 of each year (commencing April 30, 2014), true and correct copies all third party actuarial reviews of the workers' compensation obligations and liabilities of Borrower and the Affiliates, including such actuarial reviews of Borrower and the Affiliates provided to the State of California Self Insurance Plan; and

(g) from time to time such other information as Bank may reasonably request, including without limitation, copies of rent rolls and other information with respect to any real property collateral required hereby."

6. The obligation of Bank to amend the terms and conditions of the Credit Agreement as provided herein is subject to the fulfillment to Bank's satisfaction of all of the following conditions by no later than June 28, 2013:

(a) Bank shall have received, in form and substance satisfactory to Bank, each of the following, duly executed:

(i) This Amendment;

(ii) Security Agreement: Specific Rights to Payment (Borrower);

(iii) Third Party Security Agreement: Specific Rights to Payment (AICE);

(iv) Corporate Resolution: Third Party Collateral (AICE);

(v) Incumbency Certificate (AICE);

(vi) Legal opinions of counsel to Borrower and AICE, in form and substance satisfactory to, Bank in its sole discretion, addressed to Bank; and

(vii) Such other documents as Bank may require under any other section of this Amendment.

(b) Deposit Account Funds.

(i) Borrower shall have deposited into the Borrower Deposit Account, in immediately available funds, cash in an amount equal to Three Million Four Hundred Forty Three Thousand Eight Hundred Thirty Two and 00/100 Dollars ($3,443,832.00) as a time deposit for a period not less than three (3) months following the effective date of the Amended California SLOC.

(ii) Borrower shall have caused AICE to deposit into the AICE Deposit Account, in immediately available funds, cash in an amount equal to Sixty Million Five Hundred Thousand and 00/100 Dollars ($60,500,000.00) as a time deposit for a period not less than three (3) months following the effective date of the Amended California SLOC.

(c) Other Fees and Costs. In addition to Borrower's obligations under the Credit Agreement and the other Loan Documents, Borrower shall have paid to Bank the full amount of all costs and expenses, including reasonable attorneys' fees (including the allocated costs of Bank's in-house counsel) expended or incurred by Bank in connection with the negotiation and preparation of this Amendment, for which Bank has made demand.

7. Borrower covenants and agrees that for so long as the Amended California SLOC remains outstanding: (a) Borrower shall maintain in full force and effect, and pay all premiums with respect to, all policies of insurance with AICE outstanding as of the date hereof with respect to the satisfaction of Borrower's worker's compensation obligations under the laws of the State of California (the "AICE Policies"); (b) Borrower shall not terminate or cancel any of the AICE Policies without Bank's prior written consent; and (c) in the event any of the AICE Policies are terminated or cancelled for any reason, Borrower shall promptly cause all premiums refunded therefrom to be deposited into the Borrower Deposit Account.

8. Except as specifically provided herein, all terms and conditions of the Credit Agreement remain in full force and effect, without waiver or modification. All terms defined in the Credit Agreement shall have the same meaning when used in this Amendment. This Amendment and the Credit Agreement shall be read together, as one document.

9. Borrower hereby remakes all representations and warranties contained in the Credit Agreement and reaffirms all covenants set forth therein. Borrower further certifies that as of the date of this Amendment there exists no Event of Default as defined in the Credit Agreement, nor any condition, act or event which with the giving of notice or the passage of time or both would constitute any such Event of Default.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY BANK CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY BANK TO BE ENFORCEABLE.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first written above.

BARRETT BUSINESS SERVICES, INC.		WELLS FARGO BANK, NATIONAL ASSOCIATION	
By:	/s/ James D. Miller	By:	/s/ Julie R. Wilson
Name:	James D. Miller	Name:	Julie R. Wilson
Title:	Vice President-Finance	Title:	Vice President

SECURITY AGREEMENT:
SPECIFIC RIGHTS TO PAYMENT

1. GRANT OF SECURITY INTEREST. For valuable consideration, the undersigned BARRETT BUSINESS SERVICES, INC., or any of them ("Debtor"), hereby grants and transfers to WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank") a security interest in the following accounts, deposit accounts, chattel paper (whether electronic or tangible), instruments, promissory notes, documents, general intangibles, payment intangibles, software, letter of credit rights, health-care insurance receivables and other rights to payment (collectively called "Collateral"):

deposit account number 1292505821 at Bank (whether held in Borrower's name or as a Bank collateral account for the benefit of Borrower, any sub-account thereunder or consolidated therewith, and all renewals, replacements or substitutions therefore, including any account resulting from a renumbering or other administrative re-identification thereof, the "Account") and all amounts from time to time on deposit in the Account and all interest thereon;

and all renewals thereof, including all securities, guaranties, warranties, indemnity agreements, insurance policies, supporting obligations and other agreements pertaining to the same or the property described therein, together with whatever is receivable or received when any of the Collateral or proceeds thereof are sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, including without limitation, all rights to payment, including returned premiums, with respect to any insurance relating to any of the foregoing, and all rights to payment with respect to any claim or cause of action affecting or relating to any of the foregoing (hereinafter called "Proceeds").

2. OBLIGATIONS SECURED. The obligations secured hereby are the payment and performance of: (a) all present and future Indebtedness of Debtor to Bank arising under or in connection with Irrevocable Standby Letter of Credit No. IS0013451 in the amount of Sixty Three Million Nine Hundred Forty Three Thousand Eight Hundred Thirty Two and 00/100 Dollars ($63,943,832.00) and all extensions, renewals or modifications thereof, and restatements or substitutions therefore (the "Letter of Credit") issued pursuant to the terms of that certain Standby Letter of Credit Agreement (Credit Agreement/Loan Agreement Version) between Borrower and Bank dated September 18, 2012, as may be amended from time to time; and (b) all obligations of Debtor and rights of Bank under this Agreement. The word "Indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of Debtor, or any of them, heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, including under any swap, derivative, foreign exchange, hedge, deposit, treasury management or other similar transaction or arrangement, and whether Debtor may be liable individually or jointly with others, or whether recovery upon such Indebtedness may be or hereafter becomes unenforceable.

3. CONTROL OF THE ACCOUNT. As of and after the date of this Agreement, Owner may not make debits to or withdrawals from the Account and Owner shall have no access to the Account or to funds at any time on deposit in the Account. Bank shall have the exclusive access to the Account and to funds at any time on deposit in the Account; provided, however, that so long as no Event of Default has occurred, Bank shall pay interest on the funds on deposit in the Account quarterly in arrears at the interest rate applicable to time deposits as determined by Bank from time in its sole discretion.

4. TERMINATION. This Agreement will terminate upon the performance of all obligations of Debtor to Bank with respect to the Letter of Credit, including without limitation, the payment of all Indebtedness of Debtor to Bank with respect to the Letter of Credit, and the termination of all commitments of Bank to extend credit to Debtor with respect to the Letter of Credit, existing at the time Bank receives written notice from Debtor of the termination of this Agreement.

5. OBLIGATIONS OF BANK. Bank has no obligation to make any loans hereunder. Any money received by Bank in respect of the Collateral may be deposited, at Bank's option, into a non-interest bearing account over which Debtor shall have no control, and the same shall, for all purposes, be deemed Collateral hereunder.

6. REPRESENTATIONS AND WARRANTIES. Debtor represents and warrants to Bank that: (a) Debtor's legal name is exactly as set forth on the first page of this Agreement, and all of Debtor's organizational documents or agreements delivered to Bank are complete and accurate in every respect; (b) Debtor is the owner and has possession or control of the Collateral and Proceeds; (c) Debtor has the exclusive right to grant a security interest in the Collateral and Proceeds; (d) all Collateral and Proceeds are genuine, free from liens, adverse claims, setoffs, default, prepayment, defenses and conditions precedent of any kind or character, except the lien created hereby or as otherwise agreed to by Bank, or as heretofore disclosed by Debtor to Bank, in writing; (e) all statements contained herein and, where applicable, in the Collateral are true and complete in all material respects; (f) no financing statement covering any of the Collateral or Proceeds, and naming any secured party other than Bank, is on file in any public office; (g) all persons appearing to be obligated on Collateral and Proceeds have authority and capacity to contract and are bound as they appear to be; (h) all property subject to chattel paper has been properly registered and filed in compliance with law and to perfect the interest of Debtor in such property; and (i) all Collateral and Proceeds comply with all applicable laws concerning form, content and manner of preparation and execution, including where applicable Federal Reserve Regulation Z and any State consumer credit laws.

7. COVENANTS OF DEBTOR.

(a) Debtor agrees in general: (i) to pay Indebtedness secured hereby when due; (ii) to indemnify Bank against all losses, claims, demands, liabilities and expenses of every kind caused by property subject hereto; (iii) to permit Bank to exercise its powers; (iv) to execute and deliver such documents as Bank deems necessary to create, perfect and continue the security interests contemplated hereby; (v) not to change its name, and as applicable, its chief executive office, its principal residence or the jurisdiction in which it is organized and/or registered without giving Bank prior written notice thereof; (vi) not to change the places where Debtor keeps any Collateral or Debtor's records concerning the Collateral and Proceeds without giving Bank prior written notice of the address to which Debtor is moving same; and (vii) to cooperate with Bank in perfecting all security interests granted herein and in obtaining such agreements from third parties as Bank deems necessary, proper or convenient in connection with the preservation, perfection or enforcement of any of its rights hereunder.

(b) Debtor agrees with regard to the Collateral and Proceeds, unless Bank agrees otherwise in writing: (i) that Bank is authorized to file financing statements in the name of Debtor to perfect Bank's security interest in Collateral and Proceeds; (ii) where applicable, to insure the

Collateral with Bank named as loss payee, in form, substance and amounts, under agreements, against risks and liabilities, and with insurance companies satisfactory to Bank; (iii) not to permit any lien on the Collateral or Proceeds, except in favor of Bank; (iv) not to sell, hypothecate or otherwise dispose of, nor permit the transfer by operation of law of, any of the Collateral or Proceeds or any interest therein, nor withdraw any funds from any deposit account pledged to Bank hereunder; (v) to keep, in accordance with generally accepted accounting principles, complete and accurate records regarding all Collateral and Proceeds, and to permit Bank to inspect the same and make copies thereof at any reasonable time; (vi) if requested by Bank, to receive and use reasonable diligence to collect Proceeds, in trust and as the property of Bank, and to immediately endorse as appropriate and deliver such Proceeds to Bank daily in the exact form in which they are received together with a collection report in form satisfactory to Bank; (vii) not to commingle Collateral or Proceeds, or collections thereunder, with other property; (viii) in the event Bank elects to receive payments of Collateral and Proceeds hereunder, to pay all expenses incurred by Bank in connection therewith, including expenses of accounting, correspondence, collection efforts, reporting to account or contract debtors, filing, recording, record keeping and expenses incidental thereto; and (ix) to provide any service and do any other acts which may be necessary to keep all Collateral and Proceeds free and clear of all defenses, rights of offset and counterclaims.

(c) Debtor agrees that the principal balance of time deposit funds in the Account shall at all times be equal to or greater than Three Million Four Hundred Forty Three Thousand Eight Hundred Thirty Two and 00/100 Dollars ($3,443,832.00) (the “Minimum Collateral Value”). In the event that the time deposit funds in the Account, for any reason and at any time is less than the Minimum Collateral Value, Debtor shall promptly increase the principal amount of the time deposit pledged hereunder in an amount sufficient to achieve the Minimum Collateral Value.

8. POWERS OF BANK. Debtor appoints Bank its true attorney in fact to perform any of the following powers, which are coupled with an interest, are irrevocable until termination of this Agreement and may be exercised from time to time by Bank’s officers and employees, or any of them, whether or not Debtor is in default: (a) to perform any obligation of Debtor hereunder in Debtor’s name or otherwise; (b) to give notice to account debtors or others of Bank’s rights in the Collateral and Proceeds, to enforce or forebear from enforcing the same and make extension or modification agreements with respect thereto; (c) to release persons liable on Collateral or Proceeds and to give receipts and acquittances and compromise disputes in connection therewith; (d) to release or substitute security; (e) to resort to security in any order; (f) to prepare, execute, file, record or deliver notes, assignments, schedules, designation statements, financing statements, continuation statements, termination statements, statements of assignment, applications for registration or like papers to perfect, preserve or release Bank’s interest in the Collateral and Proceeds; (g) to receive, open and read mail addressed to Debtor; (h) to take cash, instruments for the payment of money and other property to which Bank is entitled; (i) to verify facts concerning the Collateral and Proceeds by inquiry of obligors thereon, or otherwise, in its own name or a fictitious name; (j) to endorse, collect, deliver and receive payment under instruments for the payment of money constituting or relating to Proceeds; (k) to prepare, adjust, execute, deliver and receive payment under insurance claims, and to collect and receive payment of and endorse any instrument in payment of loss or returned premiums or any other insurance refund or return, and to apply such amounts received by Bank, at Bank’s sole option, toward repayment of the Indebtedness; (l) to exercise all rights, powers and remedies which Debtor would have, but for this Agreement, with respect to all Collateral and Proceeds subject hereto; (m) to make withdrawals from and to close deposit accounts or other accounts with any financial institution, wherever located, into which Proceeds may have been

deposited, and to apply funds so withdrawn to payment of the Indebtedness; (n) to preserve or release the interest evidenced by chattel paper to which Bank is entitled hereunder and to endorse and deliver any evidence of title incidental thereto; and (o) to do all acts and things and execute all documents in the name of Debtor or otherwise, deemed by Bank as necessary, proper and convenient in connection with the preservation, perfection or enforcement of its rights hereunder.

9. PAYMENT OF PREMIUMS, TAXES, CHARGES, LIENS AND ASSESSMENTS. Debtor agrees to pay, prior to delinquency, all insurance premiums, taxes, charges, liens and assessments against the Collateral and Proceeds, and upon the failure of Debtor to do so, Bank at its option may pay any of them and shall be the sole judge of the legality or validity thereof and the amount necessary to discharge the same. Any such payments made by Bank shall be obligations of Debtor to Bank, due and payable immediately upon demand, together with interest at a rate determined in accordance with the provisions of this Agreement, and shall be secured by the Collateral and Proceeds, subject to all terms and conditions of this Agreement.

10. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an "Event of Default" under this Agreement: (a) any default in the payment or performance of any obligation, or any defined event of default, under (i) any contract or instrument evidencing any Indebtedness, or (ii) any other agreement between Debtor and Bank, including without limitation any loan agreement, relating to or executed in connection with any Indebtedness; (b) any representation or warranty made by Debtor herein shall prove to be incorrect, false or misleading in any material respect when made; (c) Debtor shall fail to observe or perform any obligation or agreement contained herein; (d) any impairment of the rights of Bank in any Collateral or Proceeds, or any attachment or like levy on any property of Debtor; and (e) Bank, in good faith, believes any or all of the Collateral and/or Proceeds to be in danger of misuse, dissipation, commingling, loss, theft, damage or destruction, or otherwise in jeopardy or unsatisfactory in character or value.

11. REMEDIES. Upon the occurrence of any Event of Default, Bank shall have the right to declare immediately due and payable all or any Indebtedness secured hereby and to terminate any commitments to make loans or otherwise extend credit to Debtor. Bank shall have all other rights, powers, privileges and remedies granted to a secured party upon default under the Oregon Uniform Commercial Code or otherwise provided by law, including without limitation, the right (a) to contact all persons obligated to Debtor on any Collateral or Proceeds and to instruct such persons to deliver all Collateral and/or Proceeds directly to Bank, and (b) to sell, lease, license or otherwise dispose of any or all Collateral. All rights, powers, privileges and remedies of Bank shall be cumulative. No delay, failure or discontinuance of Bank in exercising any right, power, privilege or remedy hereunder shall affect or operate as a waiver of such right, power, privilege or remedy; nor shall any single or partial exercise of any such right, power, privilege or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. Any waiver, permit, consent or approval of any kind by Bank of any default hereunder, or any such waiver of any provisions or conditions hereof, must be in writing and shall be effective only to the extent set forth in writing. It is agreed that public or private sales or other dispositions, for cash or on credit, to a wholesaler or retailer or investor, or user of property of the types subject to this Agreement, or public auctions, are all commercially reasonable since differences in the prices generally realized in the different kinds of dispositions are ordinarily offset by the differences in the costs and credit risks of such dispositions. While an Event of Default exists: (a) Debtor will deliver to Bank from time to time, as requested by Bank, current lists of all Collateral and Proceeds; (b) Debtor will not dispose of any Collateral or Proceeds except on terms approved

by Bank; (c) Bank may, at any time and at Bank's sole option, liquidate any time deposits pledged to Bank hereunder and apply the Proceeds thereof to payment of the Indebtedness, whether or not said time deposits have matured and notwithstanding the fact that such liquidation may give rise to penalties for early withdrawal of funds; and (d) at Bank's request, Debtor will assemble and deliver all Collateral and Proceeds, and books and records pertaining thereto, to Bank at a reasonably convenient place designated by Bank. Debtor further agrees that Bank shall have no obligation to process or prepare any Collateral for sale or other disposition.

12. DISPOSITION OF COLLATERAL AND PROCEEDS; TRANSFER OF INDEBTEDNESS. In disposing of Collateral hereunder, Bank may disclaim all warranties of title, possession, quiet enjoyment and the like. Any proceeds of any disposition of any Collateral or Proceeds, or any part thereof, may be applied by Bank to the payment of expenses incurred by Bank in connection with the foregoing, including reasonable attorneys' fees, and the balance of such proceeds may be applied by Bank toward the payment of the Indebtedness in such order of application as Bank may from time to time elect. Upon the transfer of all or any part of the Indebtedness, Bank may transfer all or any part of the Collateral or Proceeds and shall be fully discharged thereafter from all liability and responsibility with respect to any of the foregoing so transferred, and the transferee shall be vested with all rights and powers of Bank hereunder with respect to any of the foregoing so transferred; but with respect to any Collateral or Proceeds not so transferred Bank shall retain all rights, powers, privileges and remedies herein given.

13. STATUTE OF LIMITATIONS. Until all Indebtedness shall have been paid in full and all commitments by Bank to extend credit to Debtor have been terminated, the power of sale or other disposition and all other rights, powers, privileges and remedies granted to Bank hereunder shall continue to exist and may be exercised by Bank at any time and from time to time irrespective of the fact that the Indebtedness or any part thereof may have become barred by any statute of limitations, or that the personal liability of Debtor may have ceased, unless such liability shall have ceased due to the payment in full of all Indebtedness secured hereunder.

14. MISCELLANEOUS. When there is more than one Debtor named herein: (a) the word "Debtor" shall mean all or any one or more of them as the context requires; (b) the obligations of each Debtor hereunder are joint and several; and (c) until all Indebtedness shall have been paid in full, no Debtor shall have any right of subrogation or contribution, and each Debtor hereby waives any benefit of or right to participate in any of the Collateral or Proceeds or any other security now or hereafter held by Bank. Debtor hereby waives any right to require Bank to (i) proceed against Debtor or any other person, (ii) marshal assets or proceed against or exhaust any security from Debtor or any other person, (iii) perform any obligation of Debtor with respect to any Collateral or Proceeds, and (iv) make any presentment or demand, or give any notice of nonpayment or nonperformance, protest, notice of protest or notice of dishonor hereunder or in connection with any Collateral or Proceeds. Debtor further waives any right to direct the application of payments or security for any Indebtedness of Debtor or indebtedness of customers of Debtor.

15. NOTICES. All notices, requests and demands required under this Agreement must be in writing, addressed to Bank at the address specified in any other loan documents entered into between Debtor and Bank and to Debtor at the address of its chief executive office (or principal residence, if applicable) specified below or to such other address as any party may designate by written notice to each other party, and shall be deemed to have been given or

made as follows: (a) if personally delivered, upon delivery; (b) if sent by mail, upon the earlier of the date of receipt or three (3) days after deposit in the U.S. mail, first class and postage prepaid; and (c) if sent by telecopy, upon receipt.

16. COSTS, EXPENSES AND ATTORNEYS' FEES. Debtor shall pay to Bank immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Bank's in-house counsel), expended or incurred by Bank in connection with (a) the perfection and preservation of the Collateral or Bank's interest therein, and (b) the realization, enforcement and exercise of any right, power, privilege or remedy conferred by this Agreement, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Bank or any other person) relating to Debtor or in any way affecting any of the Collateral or Bank's ability to exercise any of its rights or remedies with respect thereto. All of the foregoing shall be paid by Debtor with interest from the date of demand until paid in full at a rate per annum equal to the greater of ten percent (10%) or Bank's Prime Rate in effect from time to time.

17. SUCCESSORS; ASSIGNS; AMENDMENT. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties, and may be amended or modified only in writing signed by Bank and Debtor.

18. OBLIGATIONS OF MARRIED PERSONS. Any married person who signs this Agreement as Debtor hereby expressly agrees that recourse may be had against his or her separate property for all his or her Indebtedness to Bank secured by the Collateral and Proceeds under this Agreement.

19. SEVERABILITY OF PROVISIONS. If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any remaining provisions of this Agreement.

20. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

Debtor warrants that Debtor is an organization registered under the laws of Maryland.

Debtor warrants that its chief executive office (or principal residence, if applicable) is located at the following address: 8100 NE Parkway Drive, Suite 200, Vancouver, Washington 98662.

Debtor warrants that the Collateral (except goods in transit) is located or domiciled at the following additional addresses: [Not applicable].

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY BANK CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY BANK TO BE ENFORCEABLE.

IN WITNESS WHEREOF, this Agreement has been duly executed as of June 14, 2013.

BARRETT BUSINESS SERVICES, INC.

By: /s/ James D. Miller
Name: James D. Miller
Title: Vice President-Finance

Certification of the Chief Executive Officer under Rule 13a-14(a)

EXHIBIT 31.1

I, Michael L. Elich, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Barrett Business Services, Inc.;
2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;
4. The Registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:
    a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c. evaluated the effectiveness of the Registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report, based on such evaluation; and
    d. disclosed in this report any change in the Registrant’s internal control over financial reporting that occurred during the Registrant’s most-recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant’s internal control over financial reporting; and
5. The Registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant’s auditors and the audit committee of the Registrant’s board of directors (or persons performing the equivalent functions):
    a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant’s ability to record, process, summarize and report financial information; and
    b. any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant’s internal control over financial reporting.

Date: August 8, 2013

/s/ Michael L. Elich

Michael L. Elich
Chief Executive Officer

Certification of the Chief Financial Officer under Rule 13a-14(a)

EXHIBIT 31.2

I, James D. Miller, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Barrett Business Services, Inc.;
2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;
4. The Registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:
   a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c. evaluated the effectiveness of the Registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report, based on such evaluation; and
   d. disclosed in this report any change in the Registrant’s internal control over financial reporting that occurred during the Registrant’s most-recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant’s internal control over financial reporting; and
5. The Registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant’s auditors and the audit committee of the Registrant’s board of directors (or persons performing the equivalent functions):
   a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant’s ability to record, process, summarize and report financial information; and
   b. any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant’s internal control over financial reporting.

Date: August 8 2013

/s/ James D. Miller

James D. Miller
Chief Financial Officer

EXHIBIT 32

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350

In connection with the Quarterly Report of Barrett Business Services, Inc. (the "Company") on Form 10-Q for the period ended June 30, 2013 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned certify, pursuant to 18 U.S.C. § 1350, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Michael L. Elich	/s/ James D. Miller
Michael L. Elich	James D. Miller
Chief Executive Officer	Chief Financial Officer
August 8, 2013	August 8, 2013

A signed original of this written statement has been provided to Barrett Business Services, Inc. and will be retained by Barrett Business Services, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.