



Sunset Empire Transportation District

BOARD OF COMMISSIONERS

MEETING AGENDA

THURSDAY OCTOBER 23, 2014

9:00 AM

Astoria Transit Center, 900 Marine Drive Astoria, OR

AGENDA:

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE TO THE FLAG
2. ROLL CALL
3. CHANGES TO AGENDA
4. PUBLIC COMMENT (3 minute limit)
5. APPROVAL OF SEPTEMBER 8TH AND SEPTEMBER 25TH BOARD MEETING MINUTES
6. REPORTS FROM CHAIR AND COMMISSIONERS
7. FINANCIAL REPORT FOR SEPTEMBER 2014
8. OLD BUSINESS
 - a. Board Vacancy Applications- Vice Chair Lewicki
 - b. Marcia Fenske Appreciation- Vice Chair Lewicki
 - c. Coordinated Care Organizations Contract for Ridecare- Jason Jones
 - d. Oregon Transportation Association Conference Report- Executive Director Hazen
9. CORRESPONDENCE-
10. NEW BUSINESS
 - a. Department of Human Services Contract- Jason Jones
 - b. Oregon Health Authority Proposed Addition of Medicaid Clients- Jason Jones
 - c. Board Policy Committee- Vice Chair Lewicki
 - d. Executive Director Goals- Vice Chair Lewicki
11. EXECUTIVE DIRECTOR REPORT
12. LEADERSHIP TEAM REPORTS
13. OTHER ITEMS

Sunset Empire Transportation District Board of Commissioners meetings are open to the public and accommodations will be provided to persons with disabilities. Alternative formats available on request. For assistance please contact

Mary Parker at 503-861-5370.



**BOARD OF COMMISSIONERS
SPECIAL MEETING MINUTES
SEPTEMBER 8, 2014**

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE TO THE FLAG
2. ROLL CALL- Present: Chair Kathy Kleczek, Commissioner Rae Goforth, Commissioner Kevin Widener, Commissioner Paul Lewicki, Commissioner Neal Smith and Commissioner Carol Gearin through teleconference call.
3. CHANGES TO AGENDA- None
4. PUBLIC COMMENT (3 minute limit)- None
5. EXECUTIVE SESSION ORS 1922.660 (2) (a) Executive Director Interviews
At 8:35 Chair Kleczek announced that the Board would be going into Executive Session and that the regular Board meeting would resume between 12:30 -1:00 PM. Executive Session was closed at 12:25 and a 5 minute break was taken.
6. RESUME SPECIAL BOARD MEETING-

The Special Board meeting resumed at 12:30 PM.

Commissioner Gearin moved to hire Jeff Hazen as the Executive Director

Commissioner Lewicki seconded the motion

Discussion- None

Commissioner Kleczek-Aye

Commissioner Widener- Nay

Commissioner Goforth-Aye

Commissioner Lewicki- Aye

Commissioner Smith- Aye

Commissioner Gearin- Aye

Roll Call Vote taken: Aye- 5 Nay-1 Motion passed

Chair Kleczek asked the Board members if they had any changes they wanted to make to any section of the Executive Director Employment Contract. There were none. Chair Kleczek said she would contact George Dunkel to have him negotiate the Employment Contract with Mr. Hazen. Lori Karl suggested that the job is offered to Mr. Hazen pending a background check. Following Board discussion it was decided to have Lori Karl notify Jeff Hazen and Amy McFadden of the Board's decision.

7. OTHER ITEMS-None

Meeting was adjourned at 12:45 PM

Mary Parker, Recording Secretary

_____ Date _____
Commissioner Carol Gearin, Secretary/Treasurer

Mission Statement

Provide safe, reliable, relevant and sustainable transportation services to
Clatsop County with professionalism, integrity and courtesy.



**BOARD OF COMMISSIONERS
MEETING MINUTES
SEPTEMBER 25, 2014**

1. CALL TO ORDER- Chair Kleczek called the meeting to order at 9:00 AM.
2. ROLL CALL:

Present: Chair Kathy Kleczek, Commissioner Rae Goforth, Commissioner Carol Gearin, Commissioner Kevin Widener and Commissioner Paul Lewicki and Commissioner Neal Smith
Guest- SDAO Consultant Bill Anderson and George Dunkel (teleconference participation)
Staff Present: Financial Officer Diane Moody, Executive Assistant Mary Parker, HR Officer Lori Karl, RideCare Manager Jason Jones, IS John Layton, Operations Manager Scott Earls and Operations Assistant Tami Carlson
3. CHANGES TO AGENDA- Chair Kleczek added Board discussion as #6 on the agenda following Public Comment.
4. EXECUTIVE SESSION- ORS 192.660 (2) Employment of Executive Director-
Chair Kleczek announced that the Board would be going into Executive Session at 9:05 AM. Staff and public were asked to leave the conference room during Executive Session.
Executive Session ended at 9:28 AM.
Staff and public were invited back to the conference room and the Regular Board meeting resumed at 9:30 AM
5. PUBLIC COMMENT- None
6. BOARD DISCUSSION-
Commissioner Gearin moved to accept the Sunset Empire Transportation District's Employment Agreement with Jeff Hazen.
Commissioner Goforth seconded the motion
Discussion- None
Chair Kleczek- Aye
Commissioner Goforth- Aye
Commissioner Lewicki- Aye
Commissioner Smith- Aye
Commissioner Gearin- Aye
Commissioner Widener- Nay
Roll call vote: Aye-5 Nay-1 Motion passed
The Board welcomed Executive Director Jeff Hazen. Executive Director Hazen thanked the Board and said he was willing to start as soon as possible. There was discussion with Board and staff with an agreement that Executive Director Hazen would start on Monday September 29th.
Bill Anderson was excused from the meeting. .
7. APPROVAL AUGUST 18TH AND AUGUST 28TH BOARD MEETING MINUTES-
Corrections to August 18th Minutes – Several typo and spelling errors noted and corrected and Chair Kleczek's vote on #6 should be recorded as Nay.
Corrections to August 28th Minutes- Several typo's and spelling errors were noted and corrected.

Commissioner Goforth moved to approve the August 18th minute as changed
Commissioner Widener seconded the motion
Motion passed by unanimous Aye vote of commissioners present

Commissioner Smith moved to approve the August 28th minutes as amended
Commissioner Widener seconded the motion
Motion passed by unanimous Aye vote of commissioners present

8. REPORTS FROM CHAIR AND COMMISSIONERS:

Chair Kleczek- Reported that she was very glad to welcome the new Executive Director on Board. She also reported that she is working on the Goals and will have a draft completed within the next week or so and she has been announcing the opening for a new Board member wherever and whenever she can.

Commissioner Goforth- Reported that the Senior and Disabled committee had discussed bringing back the Dial-A-Ride program. Commissioner Goforth said that Tami does a wonderful job of coordinating these services and asked Tami to explain the transition. Tami said that Dial-A-Ride will have 2 major service areas which have been extended. Service in the Jeffers Garden area will be provided Monday thru Friday and in the John Day, Svensen and Knappa area on Tuesday and Thursday. Commissioner Smith asked about service to the Surf Pines area as he had been recently asked about this type of service by 2 ladies that live there. There was discussion about service options in that area and that Surf Pines actually is private property. Tami will look into adding the Surf Pines area to the Dial-A-Ride service but she said the service area will not be extended to Seaside or Cannon Beach at this time. Tami said Mary will begin Dial-A-Ride marketing next month and she added bringing this program back will make a lot of people happy. Commissioner Goforth reported that the Senior and Disabled Committee elected Robert Sharp as Committee Chair. The Vice Chair position is pending upon acceptance of the person elected and the Senior and Disabled Committee reviewed their By-Laws which will be brought to the Board for approval

Commissioner Lewicki- No Report

Commissioner Smith- Reported that he had already discussed the ladies interested in Dial-A-Ride type service.

Commissioner Gearin- Reported that she had been out of town at a wedding and appreciated that the Board had allowed her to call in and participate in the Executive Session on September 8th.

Commissioner Widener- Reported he had attended the Community Forestry Tour and it was very interesting and informative. Commissioner Goforth and Chair Kleczek both said they had also attended the Forestry Tour and enjoyed it very much.

9. FINANCIAL REPORTS- Finance Officer Diane Moody asked if there were any questions on the Financial or the Exception Reports. Chair Kleczek asked what is included in the Computer Info Tech areas. Diane said the subaccounts are hardware, internet service, software, subscriptions and technology support. Chair Kleczek also commented that the RideCare provider services looks like we are ahead of what we budgeted for. Diane said that the balance of provider service reimbursement to provider service payout has not been what it should be so she, Jason and John had looked into it and found there was a glitch in the state system with their not receiving a code. The result of this is that \$100,000 plus has not been reimbursed, so John is working on getting this back. Diane said then RideCare will be proportionately where she thinks they should be. Diane said RideCare gets paid a week to 2 weeks reimbursement after we have paid, so there is a little lag time and it should be more than what was paid on the provider services because it is covering provider overhead as well.

Diane said she wanted to respond to the question asked about the billboard rental contract. She said the contract is with Lamar and was effective January 2012, is \$1200 a year and is for 25 years. They are required to carry liability insurance. Diane said there is an option out with a 60 day cancellation on either side or a 30 day no pay option as well.

Commissioner Gearin clarified that the electric charging station contract automatically rolls unless they give us 30 day notice.

Commissioner Goforth moved to approve the August 2014 Financial Reports

Commissioner Gearin seconded the motion

Motion passed by unanimous aye vote of all commissioners present

Diane passed out a copy of the purchase and lease agreement for the new copier from Astoria Business and Equipment Company. Diane discussed the purchasing options, service and service fees. There was discussion about features and all related costs. Diane recommended the 3 year lease that includes \$1000 trade in value.

Commissioner Gearin moved to go with Diane’s recommendation and accept the 3 year lease on the copier

Commissioner Widener seconded the motion

Discussion-None

Motion passed by unanimous Aye vote of all commissioners present

Diane distributed a handout she had prepared following last month’s discussion about the budget cuts made to conferences and trainings. Diane reviewed the handout which lists the available conference and training funds with RideCare at \$1221, the General Fund Operations at \$11,773 (which does not include the Winter Driving training) and the initial draft budget detail for General Fund Administration at \$31,780 and the direct operating funds for the General fund has \$13,226 remaining for use for the Administration budget which is \$17,000 less than was initially budgeted. Diane said she wanted the Board to have this information when discussing the Best practices training requirements. She said the overall material and services budget is sufficient enough to support the initial budget and encouraged the Board not to do anything budgetary at this point but to take another look at this halfway through the year.

Commissioner Smith requested that the hand-outs be added to Board meeting documents on Edocs and also emailed electronically to the Board.

Diane reviewed the need to remove Diana Bartolotta and Marcia Fenske as approved signers and add Executive Director Jeff Hazen as an approved signer on the bank accounts at Clatsop Community Bank.

Resolution 2014-05 –

Authorizes Executive Director Jeff Hazen to have full authority as a signer on all bank accounts at Clatsop Community Bank and all other matters related to the District in his capacity.

Commissioner Gearin moved to accept Resolution 2014-05 as presented.

Commissioner Widener seconded the motion

Discussion- There was clarification as to why there were 2 people coming off of signing and only one being added.

Name	Aye	Nay
Chair Kleczek	X	
Commissioner Goforth	X	
Commissioner Gearin	X	
Commissioner Widener	X	
Commissioner Smith	X	
Commissioner Lewicki	X	

Resolution passed by unanimous roll call vote.

Resolution 2014 06-

Cancels all authority given to Diana Bartolotta and Marcia Fenske as signers on accounts at Clatsop Community Bank and all other matters related to the District.

Commissioner Gearin moved to accept Resolution 2014-06 as presented.

Commissioner Widener seconded the motion

Discussion- Chair Kleczek asked for clarification as she thought that Diana Bartolotta had previously been removed from all bank accounts. Diane Moody clarified that Diana Bartolotta had been removed from the credit card account but had not been removed as a signer on the District bank accounts at Clatsop Community Bank.

Name	Aye	Nay
Chair Kleczek	X	
Commissioner Goforth	X	
Commissioner Gearin	X	
Commissioner Widener	X	
Commissioner Smith	X	
Commissioner Lewicki	X	

Resolution passed by unanimous roll call vote

10. OLD BUSINESS

- a. Board Vacancy Update- Chair Kleczek reported that there had not been any applications received for the Board vacancy during the last month. The Board discussed and agreed to continue seeking applications for the vacant Board member position through October 20th.
- b. Marcia Fenske Appreciation- Chair Kleczek reported that the Board had discussed getting Marcia Fenske a gift in appreciation of her service and had asked Mary to look at gift options. Mary presented several gift ideas and the cost of each. There was Board discussion with agreement to purchase an engraved glass plaque with a personal message of appreciation which will be presented to Marcia at the October Board meeting.

11. CORROSPONDENCE-

Chair Kleczek discussed the email she had sent in response to a bicycle rider's complaint about the bus passing him too close. Chair Kleczek noted that the complaint was originally against another transit system, but the bicyclist had made several more complaints since the original complaint. Scott Earls said he had also responded to this bicyclist several times and used the complaint as an opportunity for driver training about road sharing, busses and bike safety at a recent drivers meeting. Chair Kleczek reported that she has not received a response to the email.

12. NEW BUSINESS

- a. Special Districts Association- Approval of Best Practices Checklist-
Mary Parker reported that Special Districts Association of Oregon (SDAO) has been sending us a Best Practices checklist for several years which staff and the Executive Director had been completing however this year SDAO has changed their approach and has asked that the Board review and verify the answers on the checklist as well. Mary said she, Diane Moody and Lori Karl had completed the checklist. Mary said she added the Board

Policy numbers that substantiate answers and passed out an updated Board training record which also verified the required Best Practices Board training requirements for 2014. There was discussion about scheduling a future Board training in Ethics after January 2015 so that it could be used for compliance with the 2015 SDAO Best practices check list.

b. Oregon Transportation Association Conference-

Mary reminded the Board to register for the Oregon Transportation Association Conference being held in Seaside on October 19th thru Oct. 22nd. Mary also explained that scholarships are available for the registration fees and mileage only and are actually paid for by the Oregon Department of Transportation. Lodging in Seaside is not offered to us this year since we live so close. Mary will call and verify that all of the registrations from SETD were completed correctly.

c. Drive Less Connect Challenge-

Grace Tanuvasa, Transportation Options Assistant, gave an overview of the statewide Transportation Options Program. Grace said that people who do not drive are naturally multi-modal and utilize many different types of transportation including walking, biking and public transportation, however people that drive often do not look at other modes of transportation. Grace said this is where The Transportation Options Program comes in and encourages people to become more involved with their community, to form car and van pools and helps transform people's ideas on other modes of transportation. The Transportation Options program is funded through a grant from the Oregon Department of Transportation and the regional place holder name is North West Transportation Options and consists of Clatsop, Tillamook and Columbia Counties. Goals of the program are to reduce car trips, reduce traffic congestion, promote healthier air and open the doors to becoming more active. Grace said there are statewide campaigns planned with the next event being the Drive Less Challenge on October 6th thru the 19th, where the goal is to eliminate a million vehicle miles driven statewide. Grace explained that people will be encouraged to log into the Drive Less Connect website and create an online profile where participants log in their trips and will be eligible to win prizes which include bikes, helmets, shoes, bus passes and gift cards. The website also tracks the savings in gas, money and carbon dioxide. Grace said that once participants are registered on line they can request a mode kits which contain gear and safety equipment for each mode of transportation. Grace said the Challenge will be promoted in all 3 counties with ads in the newspaper, on the radio, on our website and on Facebook. Posters will be distributed locally as well. Grace said we will be promoting transit use, distributing mode kits and assisting people to register online.

13. MANAGEMENT REPORTS-

Commissioner Goforth said she likes having these individual reports. Commissioner Gearin asked if the managers could please put their names on the reports. Mary Parker showed the Board the new signage that is going to be implemented. Scott Earls verified that there is not going to be Holiday routes on Thanksgiving or Christmas. Lori Karl thanked the Board for their support these last few months.

14. OTHER ITEMS-

Executive Director Hazen informed the Board that he is on the Clatsop Care District Board and asked if there would be any conflict as it is an elected position. Chair Kleczek asked if Executive Director Hazen would check into it and let the Board know. Chair Kleczek said she will be out of town for the next meeting but will attend via face time so asked Vice Chair Lewicki to Chair the meeting. Commissioner Gearin will also not be able to attend the nest meeting.

Meeting was adjourned at 11:55 AM

Mary Parker, Recording Secretary

Commissioner Carol Gearin, Secretary/Treasurer

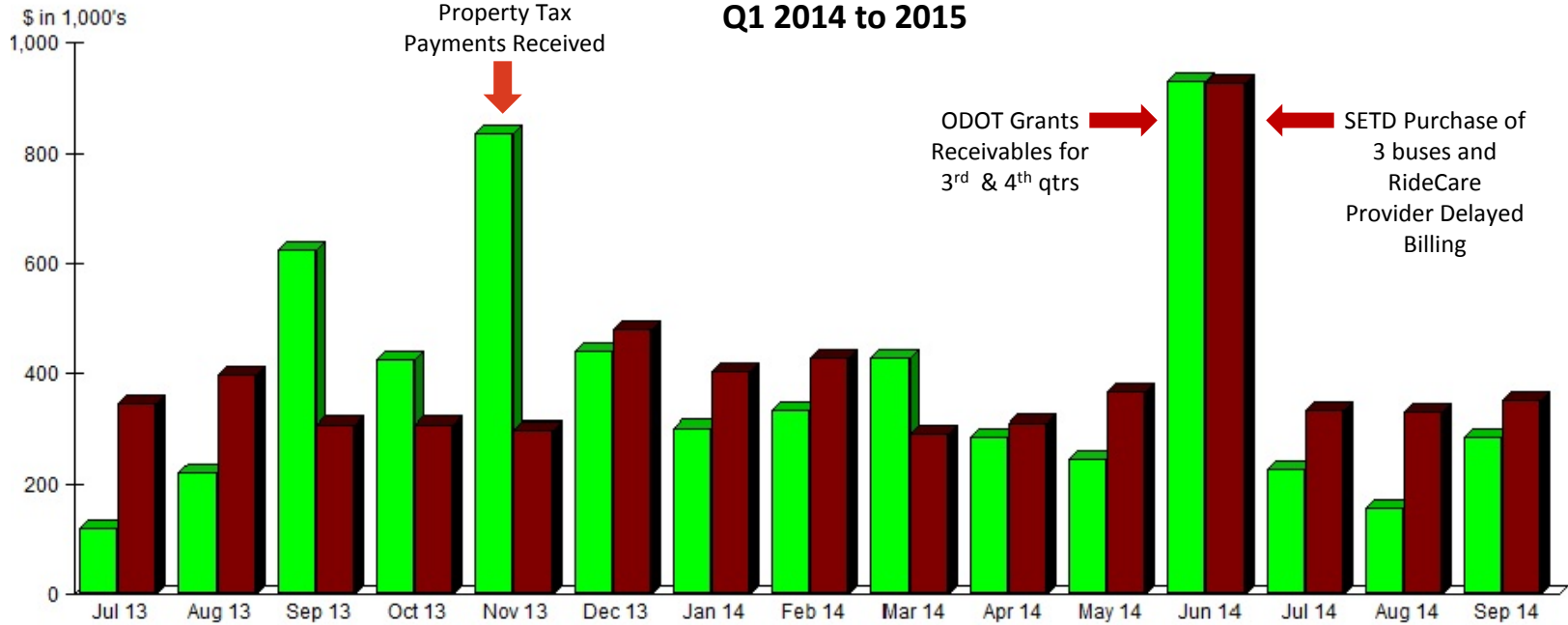
Date _____

Mission Statement

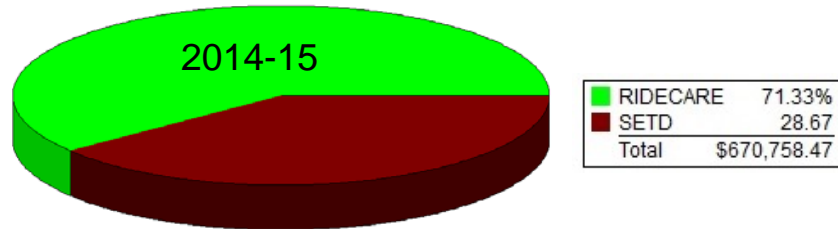
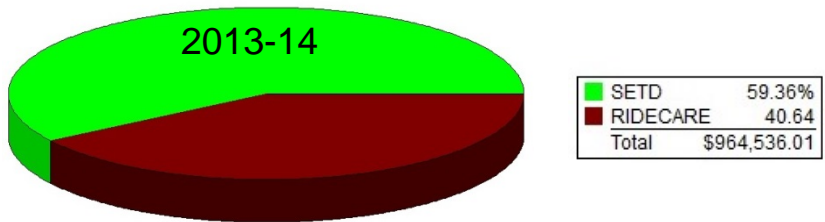
Provide safe, reliable, relevant and sustainable transportation services to Clatsop County with professionalism, integrity and courtesy.

Sunset Empire Transportation District Company Wide Quarterly Report Q1 2014 to 2015

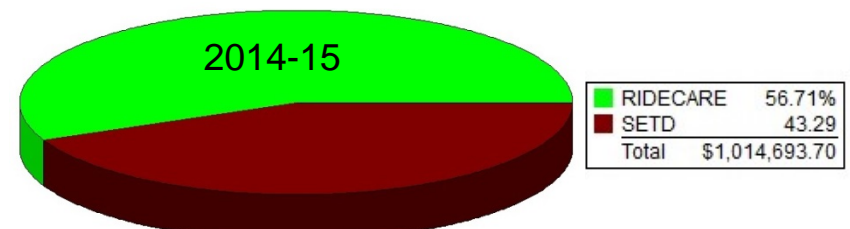
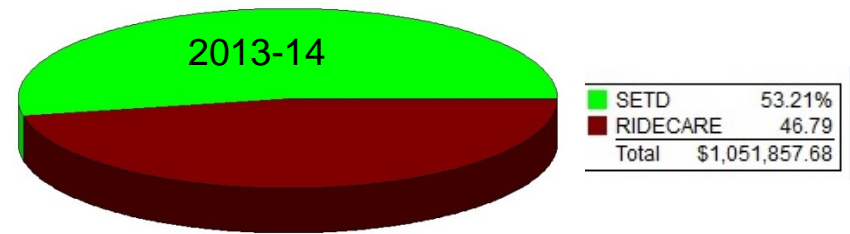
■ Income
■ Expense



Q1 Income Summary



Q1 Expense Summary



**SUNSET EMPIRE TRANSPORTATION
GENERAL FUND
Profit & Loss Budget Performance
September 2014**

	Month Actual	Month Budget	YTD Actual	Annual Budget	YTD Actual to Annual Budget	
					\$ (Under)	
					\$ Over	%
YTD Actual to Budget Target: 25%						
Ordinary Income/Expense						
Income						
4000 · FARES	22,582.79	18,752.00	70,978.50	225,000.00	(154,021.50)	31.5%
4100 · CONTRACTED SERVICES - IGA	2,544.00	4,583.33	17,448.29	55,000.00	(37,551.71)	31.7%
4200 · TAXES	9,192.78	0.00	11,596.87	850,000.00	(838,403.13)	1.4%
4250 · TIMBER REVENUES	0.00	60,000.00	0.00	160,000.00	(160,000.00)	0.0%
4300 · MASS TRANSIT ASSESSMENT	0.00	13,750.00	0.00	55,000.00	(55,000.00)	0.0%
4305 · INTEREST	252.31	250.00	923.63	3,000.00	(2,076.37)	30.8%
4310 · MISC INCOME	98.68	0.00	112.68	0.00	112.68	
4450 · RENTAL INCOME	855.00	1,000.00	2,232.50	12,000.00	(9,767.50)	18.6%
5001 · GRANTS	24,524.00	22,918.00	89,014.00	1,054,456.00	(965,442.00)	8.4%
Total Income	60,049.56	121,253.33	192,306.47	2,414,456.00	(2,222,149.53)	8.0%
Gross Profit	60,049.56	121,253.33	192,306.47	2,414,456.00	(2,222,149.53)	8.0%
Expense						
6000 · PAYROLL WAGES	75,195.80	80,776.00	239,650.56	969,314.00	(729,663.44)	24.7%
6200 · PAYROLL TAXES & W/C - EMPLOYER	8,068.75	14,918.00	31,166.32	179,016.00	(147,849.68)	17.4%
6300 · BENEFITS	21,347.01	22,666.00	56,952.36	271,992.00	(215,039.64)	20.9%
6560 · PAYROLL EXP (OUTSOURCED FEES)	76.77	0.00	235.41	0.00	235.41	
6605 · REIMBURSED EXPENSES - p/r acct	190.00	0.00	285.00	0.00	285.00	
8010 · BANK CHGS/FEES	317.18	257.00	1,024.48	3,076.00	(2,051.52)	33.3%
8055 · AUDIT	0.00	2,500.00	9,165.60	18,240.00	(9,074.40)	50.3% *
8155 · LEGAL ADS	0.00	128.00	0.00	1,520.00	(1,520.00)	0.0%
8160 · PROFESSIONAL SERVICES	1,835.40	1,900.00	1,835.40	22,800.00	(20,964.60)	8.1%
8167 · LEGAL COUNSEL	0.00	634.00	1,386.00	7,600.00	(6,214.00)	18.2%
8170 · EDUCATION/OUTREACH	563.51	2,278.00	563.51	27,330.00	(26,766.49)	2.1%
8175 · NEWSPAPER ADS	638.02	228.00	565.66	912.00	(346.34)	62.0% *

* Refer to Financial Exceptions Information Report

**SUNSET EMPIRE TRANSPORTATION
GENERAL FUND
Profit & Loss Budget Performance
September 2014**

	Month Actual	Month Budget	YTD Actual	Annual Budget	YTD Actual to Annual Budget	
YTD Actual to Budget Target: 25%					\$ (Under)	
					\$ Over	%
8180 · OFFICE SUPPLIES	1,017.28	1,134.00	2,797.79	13,600.00	(10,802.21)	20.6%
8182 · OFFICE FURNITURE/EQUIPMENT	0.00	375.00	0.00	4,500.00	(4,500.00)	0.0%
8185 · POSTAGE-SHIPPING	105.14	76.00	405.89	910.00	(504.11)	44.6% *
8190 · PRINTING	69.00	834.00	2,706.00	10,000.00	(7,294.00)	27.1% *
8195 · SUBGRANT PASS-THROUGH	1,538.33	1,500.00	1,538.33	2,200.00	(661.67)	69.9% *
8205 · TAXES/LICENSE	0.00	50.00	0.00	600.00	(600.00)	0.0%
8250 · TELECOMMUNICATIONS	562.21	834.00	2,193.77	10,000.00	(7,806.23)	21.9%
8260 · RADIO SYSTEM-BUSES	0.00	0.00	0.00	5,000.00	(5,000.00)	0.0%
8300 · BLDG GROUNDS & MAINT	817.05	2,727.00	3,068.88	32,727.00	(29,658.12)	9.4%
8350 · INSURANCE	0.00	0.00	0.00	51,456.00	(51,456.00)	0.0%
8360 · FUEL	15,014.47	21,848.00	31,513.98	262,160.00	(230,646.02)	12.0%
8460 · UTILITIES	1,243.91	1,584.00	3,728.18	19,000.00	(15,271.82)	19.6%
8465 · JANITORIAL SERV & SUPPLIES	177.39	634.00	565.06	7,600.00	(7,034.94)	7.4%
8480 · UNIFORMS	1,773.22	634.00	1,976.45	7,600.00	(5,623.55)	26.0%
8500 · DONATIONS/GIFTS/CONTRIB	0.00	0.00	962.00	0.00	962.00	
8501 · DONATIONS CLEARING	0.00	0.00	-962.00	0.00	(962.00)	
8550 · D/A SCREENING & BACKGROUND CKS	26.00	209.00	70.50	2,500.00	(2,429.50)	2.8%
8560 · DUES/SUBSCRIPTIONS/FEES	2,500.45	1,144.00	5,222.55	13,720.00	(8,497.45)	38.1% *
8570 · ELECTION FEES	0.00	0.00	0.00	4,940.00	(4,940.00)	0.0%
8575 · EMPLOYEE RECOGNITION	104.71	203.00	165.64	3,230.00	(3,064.36)	5.1%
8605 · VEHICLE MAINT & REPAIR	5,470.78	11,174.00	14,392.62	134,080.00	(119,687.38)	10.7%
8650 · COMPUTER INFO TECH SERVICES	775.14	4,159.00	3,525.62	49,913.00	(46,387.38)	7.1%
8660 · SHELTER CLEANING/REPAIR	0.00	250.00	0.00	3,000.00	(3,000.00)	0.0%
8705 · SMALL TOOLS/MINOR EQUIPMENT	52.49	184.00	81.87	2,200.00	(2,118.13)	3.7%
8750 · CONFERENCES/TRAINING/TRAVEL	1,371.00	2,083.00	2,539.81	25,000.00	(22,460.19)	10.2%
8780 · MEETING EXPENSE	28.38	116.00	177.21	1,376.00	(1,198.79)	12.9%
Total Expense	140,879.39	178,037.00	419,500.45	2,169,112.00	(1,749,611.55)	19.3%

* Refer to Financial Exceptions Information Report

**SUNSET EMPIRE TRANSPORTATION
 GENERAL FUND
 Profit & Loss Budget Performance
 September 2014**

	Month	Month	YTD	Annual Budget	YTD Actual to	
	Actual	Budget	Actual		Annual Budget	\$ (Under)
YTD Actual to Budget Target: 25%						
Net Ordinary Income	-80,829.83	-56,783.67	-227,193.98	245,344.00	(472,537.98)	-92.6%
Other Income/Expense						
Total Other Income	0.00	0.00	0.00	0.00	0.00	
Other Expense						
9600 - DEBT SERVICE & INTEREST-FEES	6,573.50	6,600.00	19,720.50	197,140.00	(177,419.50)	10.0%
9700 - CAPITAL EXPENSE	0.00	21,688.00	0.00	216,880.00	(216,880.00)	0.0%
9800 - CONTINGENCY	0.00	0.00	0.00	216,456.00	(216,456.00)	0.0%
9850 - TRANSFERS OUT	0.00	0.00	0.00	50,000.00	(50,000.00)	0.0%
Total Other Expense	<u>6,573.50</u>	<u>28,288.00</u>	<u>19,720.50</u>	<u>680,476.00</u>	<u>(660,755.50)</u>	<u>2.9%</u>
Net Other Income	<u>-6,573.50</u>	<u>-28,288.00</u>	<u>-19,720.50</u>	<u>-680,476.00</u>	<u>660,755.50</u>	<u>2.9%</u>
Net Income	<u><u>-87,403.33</u></u>	<u><u>-85,071.67</u></u>	<u><u>-246,914.48</u></u>	<u><u>-435,132.00</u></u>	<u><u>188,217.52</u></u>	<u><u>56.7% *</u></u>

* Refer to Financial Exceptions Information Report

**SUNSET EMPIRE TRANSPORTATION
RIDE CARE
Profit & Loss Budget Performance
September 2014**

	Month	Month	YTD	Annual Budget	YTD Actual to	
	Actual	Budget	Actual		Annual Budget	\$ (Under) \$ Over
YTD Actual to Budget Target: 25%						
Income						
4400 · PROVIDER SERV REIMBURSEMENTS	226,746.00	166,668.00	478,452.00	2,000,000.00		
Total Income	226,746.00	166,668.00	478,452.00	2,000,000.00		
Gross Profit	226,746.00	166,668.00	478,452.00	2,000,000.00	(1,521,548.00)	24%
Expense						
6000 · PAYROLL WAGES	18,645.52	24,170.00	60,624.60	290,026.00	(229,401.40)	21%
6200 · PAYROLL TAXES & W/C - EMPLOYER	1,983.63	3,428.00	8,173.52	41,117.00	(32,943.48)	20%
6300 · BENEFITS	5,386.40	8,994.00	16,467.02	107,926.00	(91,458.98)	15.3%
6560 · PAYROLL EXP (OUTSOURCED FEES)	11.53	0.00	38.89	0.00	38.89	
7750 · RC PROVIDER SERVICES	172,339.14	115,937.00	431,586.69	1,391,250.00	(959,663.31)	31.0% *
7760 · DMAP ANNUAL ADJUSTMENT PAYMENTS	0.00	0.00	0.00	160,000.00	(160,000.00)	0.0%
8010 · BANK CHGS/FEES	0.00	20.00	0.00	224.00	(224.00)	0.0%
8055 · AUDIT	0.00	0.00	2,894.40	5,760.00	(2,865.60)	50.3% *
8155 · LEGAL ADS	0.00	40.00	0.00	480.00	(480.00)	0.0%
8160 · PROFESSIONAL SERVICES	765.60	418.00	1,002.60	5,000.00	(3,997.40)	20.1%
8167 · LEGAL COUNSEL	0.00	600.00	315.00	2,400.00	(2,085.00)	13.1%
8175 · NEWSPAPER ADS	0.00	0.00	0.00	400.00	(400.00)	0.0%
8180 · OFFICE SUPPLIES	145.50	534.00	622.25	6,400.00	(5,777.75)	9.7%
8182 · OFFICE FURNITURE/EQUIPMENT	93.49	216.00	93.49	2,592.00	(2,498.51)	3.6%
8185 · POSTAGE-SHIPPING	0.00	43.00	0.00	500.00	(500.00)	0.0%
8190 · PRINTING	0.00	164.00	0.00	1,960.00	(1,960.00)	0.0%
8205 · TAXES/LICENSE	0.00	100.00	0.00	100.00	(100.00)	0.0%
8250 · TELECOMMUNICATIONS	323.45	860.00	1,452.83	10,325.00	(8,872.17)	14.1%
8300 · BLDG GROUNDS & MAINT	344.97	1,216.00	1,340.71	14,585.00	(13,244.29)	9.2%
8350 · INSURANCE	0.00	0.00	0.00	5,354.00	(5,354.00)	0.0%
8400 · BUS PASSES	130.00	500.00	2,190.00	6,000.00	(3,810.00)	36.5% *

* Refer to Financial Exceptions Information Report

**SUNSET EMPIRE TRANSPORTATION
RIDE CARE
Profit & Loss Budget Performance
September 2014**

	<u>Month Actual</u>	<u>Month Budget</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>YTD Actual to Annual Budget</u>	
YTD Actual to Budget Target: 25%					\$ (Under)	
					\$ Over	%
8460 · UTILITIES	592.89	500.00	1,160.18	6,000.00	(4,839.82)	19.3%
8465 · JANITORIAL SERV & SUPPLIES	30.24	200.00	90.72	2,400.00	(2,309.28)	3.8%
8480 · UNIFORMS	0.00	218.00	0.00	2,600.00	(2,600.00)	0.0%
8550 · D/A SCREENING & BACKGROUND CKS	161.50	125.00	306.50	1,500.00	(1,193.50)	20.4%
8560 · DUES/SUBSCRIPTIONS/FEES	170.42	112.00	270.42	1,330.00	(1,059.58)	20.3%
8570 · ELECTION FEES	0.00	130.00	0.00	1,560.00	(1,560.00)	0.0%
8575 · EMPLOYEE RECOGNITION	33.06	85.00	42.83	1,020.00	(977.17)	4.2%
8650 · COMPUTER INFO TECH SERVICES	1,380.58	1,571.00	3,917.58	18,834.00	(14,916.42)	20.8%
8725 · MISCELLANEOUS	0.00	0.00	0.00	298.00	(298.00)	0.0%
8750 · CONFERENCES/TRAINING/TRAVEL	585.74	543.00	853.75	6,500.00	(5,646.25)	13.1%
8780 · MEETING EXPENSE	27.41	65.00	152.52	785.00	(632.48)	19.4%
Total Expense	<u>203,151.07</u>	<u>160,789.00</u>	<u>533,596.50</u>	<u>2,095,226.00</u>	<u>(1,561,629.50)</u>	<u>25.5%</u>
Net Ordinary Income	23,594.93	5,879.00	-55,144.50	-95,226.00	40,081.50	57.9% *
Other Income/Expense						
Other Income						
Total Other Income	0.00	0.00	0.00	0.00	0.00	
Other Expense					0.00	
9600 · DEBT SERVICE & INTEREST-FEES	0.00	0.00	36,343.25	354,337.00	(317,993.75)	10.3%
9700 · CAPITAL EXPENSE	0.00	0.00	5,533.00	5,643.00	(110.00)	98.1% *
9800 · CONTINGENCY	0.00	0.00	0.00	180,589.00	(180,589.00)	0.0%
Total Other Expense	<u>0.00</u>	<u>0.00</u>	<u>41,876.25</u>	<u>540,569.00</u>	<u>(498,692.75)</u>	<u>7.7%</u>
Net Other Income	<u>0.00</u>	<u>0.00</u>	<u>-41,876.25</u>	<u>-540,569.00</u>	<u>498,692.75</u>	<u>7.7%</u>
Net Income	<u><u>23,594.93</u></u>	<u><u>5,879.00</u></u>	<u><u>-97,020.75</u></u>	<u><u>-635,795.00</u></u>	<u><u>538,774.25</u></u>	<u><u>15.3%</u></u>

* Refer to Financial Exceptions Information Report

SUNSET EMPIRE TRANSPORTATION
Balance Sheet
 As of September 30, 2014

	<u>Sep 30, 14</u>		<u>Sep 30, 14</u>
ASSETS		LIABILITIES & EQUITY	
Current Assets		Liabilities	
Checking/Savings		Current Liabilities	
1000 - SETD	1,016,977.55	Accounts Payable	
1050 - NORTHWEST RIDE CENTER	241,491.14	2010 - Accounts Payable	
Total Checking/Savings	<u>1,258,468.69</u>	2010A - SETD - A/P	8,107.09
Accounts Receivable		2010B - NWRC - A/P	65,610.67
1200 - ACCOUNTS RECEIVABLE		Total 2010 - Accounts Payable	<u>73,717.76</u>
1200A - SETD - A/R	7,942.00	Total Accounts Payable	73,717.76
Total 1200 - ACCOUNTS RECEIVABLE	<u>7,942.00</u>	Other Current Liabilities	
Total Accounts Receivable	7,942.00	2100 - PAYROLL LIABILITIES	1,318.26
Other Current Assets		2260 - DEFERRED REVENUE	45,426.44
1205 - PROPERTY TAX RECEIVABLE	45,426.44	Total Other Current Liabilities	<u>46,744.70</u>
1410 - PREPAID INSURANCE	624.68	Total Current Liabilities	120,462.46
1499 - UNDEPOSITED FUNDS	7,573.33	Long Term Liabilities	
Total Other Current Assets	<u>53,624.45</u>	2800 - INTERCOMPANY TRANSACTION	
Total Current Assets	<u>1,320,035.14</u>	2805A - NWRC - OWES/RECEIVES	-119,790.02
TOTAL ASSETS	<u><u>1,320,035.14</u></u>	2805B - SETD - RECEIVES/OWES	119,790.02
		2810A - INTERFUND RECV - NWRC	-48,600.28
		2810B - INTERFUND PAYABLE -SETD	48,600.28
		2820 - INTERCOMPANY RECEIVABLE	492,356.80
		2830 - INTERCOMPANY PAYABLE	-492,356.80
		Total 2800 - INTERCOMPANY TRANSACTION	<u>0.00</u>
		Total Long Term Liabilities	0.00
		Total Liabilities	120,462.46
		Equity	
		3800 - FUND BALANCE SETD	199,216.55
		3850 - FUND BALANCE NWRC	1,025,543.32
		3900 - RETAINED EARNINGS	318,748.04
		Net Income	-343,935.23
		Total Equity	<u>1,199,572.68</u>
		TOTAL LIABILITIES & EQUITY	<u><u>1,320,035.14</u></u>

**SUNSET EMPIRE TRANSPORTATION
GENERAL FUND
A/R Aging Summary
As of September 30, 2014**

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
BARTON, ERIC/AR	66.00	0.00	26.00	0.00	0.00	92.00
CLATSOP BEHAVIORAL HEALTHCARE	1,410.00	0.00	0.00	0.00	0.00	1,410.00
CLATSOP COUNTY CIRCUIT COURT	0.00	0.00	0.00	0.00	-349.00	-349.00
CLATSOP CRUISE HOSTS	0.00	440.00	0.00	0.00	0.00	440.00
COLUMBIA MEMORIAL	0.00	0.00	0.00	300.00	0.00	300.00
DHS-VOCATIONAL REHAB SERVICES	60.00	0.00	0.00	0.00	0.00	60.00
DHS - ASTORIA - SSP/0401	90.00	0.00	0.00	0.00	0.00	90.00
DHS/BEAVERTON	0.00	0.00	0.00	0.00	0.00	0.00
ISN	363.00	0.00	690.00	0.00	0.00	1,053.00
NW REGIONAL EDUCATION SERVICE DISTRICT	0.00	0.00	0.00	0.00	-3,020.00	-3,020.00
NWRC.	1,555.00	0.00	0.00	0.00	0.00	1,555.00
ODOT	1.00	0.00	0.00	0.00	0.00	1.00
P-ALLSTATE INSURANCE AGENCY	142.50	142.50	0.00	0.00	0.00	285.00
P-ANDI WARREN INSURANCE AGENCY	47.50	0.00	0.00	0.00	0.00	47.50
P-BITS N BYTES COMPUTER SERVICE	47.50	0.00	0.00	0.00	0.00	47.50
P-BRACHMANN, CAROL	47.50	0.00	0.00	0.00	0.00	47.50
P-CELLAR ON 10TH, THE	95.00	0.00	0.00	0.00	0.00	95.00
P-FARMHOUSE FUNK	95.00	0.00	0.00	0.00	0.00	95.00
P-H&R Block	190.00	0.00	95.00	0.00	0.00	285.00
P-HIPFISH-PARKING	47.50	47.50	47.50	0.00	0.00	142.50
P-HOMESPUN QUILTS	95.00	0.00	0.00	0.00	0.00	95.00
PACIFIC NW WORKS	170.00	0.00	0.00	0.00	0.00	170.00
SDAO-GRANT	0.00	0.00	0.00	3,000.00	0.00	3,000.00
SETD	0.00	0.00	0.00	0.00	0.00	0.00
TPJCC	2,000.00	0.00	0.00	0.00	0.00	2,000.00
WILLIAMS, GAYE SCOTT	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	<u>6,522.50</u>	<u>630.00</u>	<u>858.50</u>	<u>3,300.00</u>	<u>-3,369.00</u>	<u>7,942.00</u>

**SUNSET EMPIRE TRANSPORTATION
GENERAL FUND
A/P Aging Summary
As of September 30, 2014**

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
AUTO ZONE	0.00	31.98	0.00	0.00	0.00	31.98
E-KARL, LORI	20.00	0.00	0.00	0.00	0.00	20.00
EO MEDIA GROUP	0.00	638.02	0.00	0.00	0.00	638.02
LAZERQUICK	0.00	0.00	0.00	0.00	-40.00	-40.00
MCCALL TIRE CENTER - Warrenton	0.00	1,101.80	0.00	0.00	0.00	1,101.80
MOODY, DIANE	20.00	0.00	0.00	0.00	0.00	20.00
MTR WESTERN BUS	0.00	2,654.04	0.00	0.00	0.00	2,654.04
NORTHSIDE TRUCK & EQUIPMENT	0.00	0.00	0.00	-7.05	0.00	-7.05
OREGON - DAS CASHIER	516.09	0.00	0.00	0.00	0.00	516.09
PARKER, MARY	20.00	0.00	0.00	0.00	0.00	20.00
PIETILA, ELISABETH - A/P	40.00	0.00	0.00	0.00	0.00	40.00
SAFEKEEPING STORAGE CENTERS	274.00	0.00	0.00	0.00	0.00	274.00
SIGN-ONE SIGNCRAFTERS	0.00	1,657.08	0.00	0.00	0.00	1,657.08
TRANSPORT WISDOM	345.00	0.00	0.00	0.00	0.00	345.00
WESTERN BUS SALES, INC.	0.00	836.13	0.00	0.00	0.00	836.13
TOTAL	<u>1,235.09</u>	<u>6,919.05</u>	<u>0.00</u>	<u>-7.05</u>	<u>-40.00</u>	<u>8,107.09</u>

**SUNSET EMPIRE TRANSPORTATION
RIDE CARE
A/P Aging Summary
As of September 30, 2014**

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
COASTAL ENTERPRISES, LLC	0.00	35.00	0.00	0.00	0.00	35.00
NWRC-COLUMBIA COUNTY RIDER	2,225.22	130.00	0.00	0.00	0.00	2,355.22
NWRC-ELLIOTT'S TRANSPORT	4,051.25	0.00	0.00	0.00	0.00	4,051.25
NWRC-HOT SHOT TRANSPORTATION	1,003.40	0.00	0.00	0.00	0.00	1,003.40
NWRC-K & M MEDIVAN	4,574.43	0.00	0.00	0.00	0.00	4,574.43
NWRC-MEDIX AMBULANCE	15,843.00	0.00	0.00	0.00	0.00	15,843.00
NWRC-METRO WEST AMBULANCE	1,451.00	0.00	0.00	0.00	0.00	1,451.00
NWRC-MTN RETREAT SECURE TRANSPORT	525.00	0.00	0.00	0.00	0.00	525.00
NWRC-OREGON COAST TRANSPORTERS, LLC	1,138.23	0.00	0.00	0.00	0.00	1,138.23
NWRC-SETD-PARA	1,555.00	0.00	0.00	0.00	0.00	1,555.00
NWRC-TILLAMOOK COUNTY TRANSPORTATION	8,260.75	0.00	0.00	0.00	0.00	8,260.75
NWRC-WAPATO SHORES, INC	24,818.39	0.00	0.00	0.00	0.00	24,818.39
TOTAL	<u><u>65,445.67</u></u>	<u><u>165.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>65,610.67</u></u>

SUNSET EMPIRE TRANSPORTATION

Checks \$5000+

September 2014

<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Source Name</u>	<u>Account</u>	<u>Paid Amount</u>
Check	EFT 9-14	09/30/2014	CLATSOP COMMUNITY BANK	1040 · GENERAL FUND - CCB (3943)	-6,573.50
Bill Pmt -Check	2686	09/08/2014	NWRC-K & M MEDIVAN	1080 · NWRC Reimb - CCB (3976)	-5,587.94
Bill Pmt -Check	2687	09/08/2014	NWRC-MEDIX AMBULANCE	1080 · NWRC Reimb - CCB (3976)	-14,768.00
Bill Pmt -Check	2690	09/08/2014	NWRC-WAPATO SHORES, INC	1080 · NWRC Reimb - CCB (3976)	-11,485.76
Bill Pmt -Check	2693	09/15/2014	NWRC-MEDIX AMBULANCE	1080 · NWRC Reimb - CCB (3976)	-5,814.00
Bill Pmt -Check	2696	09/15/2014	NWRC-WAPATO SHORES, INC	1080 · NWRC Reimb - CCB (3976)	-8,339.03
Bill Pmt -Check	2703	09/19/2014	NWRC-MEDIX AMBULANCE	1080 · NWRC Reimb - CCB (3976)	-7,961.00
Bill Pmt -Check	2706	09/19/2014	NWRC-TILLAMOOK COUNTY TRANSPORTATION	1080 · NWRC Reimb - CCB (3976)	-5,671.75
Bill Pmt -Check	2708	09/19/2014	NWRC-WAPATO SHORES, INC	1080 · NWRC Reimb - CCB (3976)	-13,381.36
Bill Pmt -Check	14608	09/19/2014	WILCOX & FLEGEL	1040 · GENERAL FUND - CCB (3943)	-7,828.47
Bill Pmt -Check	14622	09/26/2014	JACKSON & SON OIL, INC.	1040 · GENERAL FUND - CCB (3943)	-7,186.00

Bill

SUNSET EMPIRE TRANSPORTATION
 900 MARINE DRIVE
 ASTORIA OR 97103

Date	Ref. No.
09/16/2014	0188-OCT 2014

Vendor
CARD SERVICE CENTER PO BOX 569100 DALLAS TX 75356-9100

PAID

Bill Due 10/01/2014
Terms
Memo

Expenses

Account	Memo	Amount	Customer:Job	Class
	JONES-0261			
OFFICE FURNITURE/EQUIPMENT	STAPLES-CHAIR	93.49	NWRC.	RIDECARE
OFFICE SUPPLIES	STAPLES-PROC STAMP	36.99	NWRC.	RIDECARE
OFFICE SUPPLIES	STAPLES-MOUSE PADS	15.57	NWRC.	RIDECARE
COMP PERIPHERALS	MOUSE	29.99	NWRC.	RIDECARE
TRAVEL	VALLEY CAFE-MEALS NEMT MTG	10.70	NWRC.	RIDECARE
TRAVEL	PARKING-NEMT MTG	6.00	NWRC.	RIDECARE
TRAVEL	MCDONALD'S-MEALS NEMT MTG	9.26	NWRC.	RIDECARE
TRAVEL	LA QUINTA-LODGING NEMT MTG	91.30	NWRC.	RIDECARE
MEETING EXPENSE	FRED MEYER-SUPPLIES DD CLASS	12.46	NWRC.	RIDECARE
MEETING EXPENSE	FRED MEYER-SUPPLIES ADV COMM	14.95	NWRC.	RIDECARE
	LAYTON-0253			
HARDWARE	LENOVO-COMPUTER	1,141.79	NWRC.	RIDECARE
SOFTWARE-SUBSCRIPTIONS	ADOBE MONTHLY SUBSCRIPTION	39.98		Admin
COMP PERIPHERALS	NIKON-LENSE	33.95		Admin
	PARKER-0204			
EDUCATION/OUTREACH	CASHCARRY-SUPPLIES	71.99		OPER - 5311
TRAVEL	CHEVRON-GAS	30.00		SETD
MEETING EXPENSE	FRED MEYER-SUPPLIES	53.53		Admin
MEETING EXPENSE	LINDSTROM-SUPPLIES	9.35		Admin
POSTAGE-SHIPING	USPS	3.08		Admin

Bill

SUNSET EMPIRE TRANSPORTATION
 900 MARINE DRIVE
 ASTORIA OR 97103

Date	Ref. No.
09/16/2014	0188-OCT 2014

Vendor
CARD SERVICE CENTER PO BOX 569100 DALLAS TX 75356-9100

PAID

Bill Due 10/01/2014
Terms
Memo

Expenses

Account	Memo	Amount	Customer:Job	Class
POSTAGE-SHIPPING VEHICLE MAINT & REPAIR	MOODY-0469			
	USPS	102.06		Admin
	MCCOY FREIGHTLINER-COOLANT TUBE	154.04		OPER - 5311
EDUCATION/OUTREACH EDUCATION/OUTREACH EDUCATION/OUTREACH	PIETILA-0477			
	LOA-CYCLING GUIDES	50.00		TRANS-OP 29191
	HOME DEPOT-SUPPLIES LEWIS CO-SUPPLIES	256.89 15.73		TRANS-OP 29191 TRANS-OP 29191

Expense Total : 2,283.10

Bill Total : \$2,283.10

Sunset Empire Transportation District
SEPTEMBER FINANCIAL EXCEPTIONS & INFORMATION REPORT
For the October 2014 Board of Commissioner's Meeting

NOTE on Reviewing Financials: 3 Months =25% of Fiscal Year Budget*

General Fund Profit and Loss

The District's General Fund Total Income is 8% to annual budget, with Fares (31.5%), Contracted Services (31.7%) and Interest (30.8) ahead of budget. Total Expense is slightly under by 6% and Other Expense remains very low at 2.9% to annual budget, resulting in a net income of 56.7% to budget.

Revenue

- 4450 Rental Income: All rental income is derived from parking spaces.

Expense

- 8055 Audit: This is in-line with the work performed to-date by the auditors.
- 8175 Newspaper Ads: The ads are all for job announcements.
- 8185 Postage/Shipping: The overage is due to an overnight shipment of pictures being delivered to Texas for the new busses' wrap designs and to Operations petty cash reimbursement which covered three months of stamp purchases. (Same explanations as last month.)
- 8190 Printing: A high volume of fixed route schedules were printed at a bulk discounted rate to last into the beginning of the District's third quarter. (Same explanations as last month.)
- 8195 Subgrant Pass-Through: A quarterly payment was made to Astoria Senior Center in accordance with the 5310 grant award.
- 8560 Dues/Subscriptions/Fees: A few annual membership dues—OTA and Government Ethics--were processed during this first quarter.

RideCare Fund Profit and Loss

Ride Care Total Income is close to budget at 24%. Total Expense is just over at 25.5%, and the Other Expense is under by 17%, resulting in a net loss 15.3% to budget.

Expense

- 7750 Provider Services: The expense has been a bit disproportionate to the reimbursement income. This is due to a coding error found in the DHA-DMAP submittal software system. We should see this rectified next month.
- 8055 Audit: Same as explained under the General Fund--this is in line with the work performed to-date by the auditors.
- 8400 Bus Passes: Bus pass purchases are much stronger than management projected. (Same explanations as last month.)
- 9700 Capital Expense: This is for the phone line trunk required to support the increase in call volume. The trunk was the only planned capital purchase. (Same explanations as last month.)

Information and Follow Up to Previous Board Meeting Questions: There are no follow up items.

***Disclaimer:** The percentage of the year's budget cited above is just to be used as a basic benchmark for the fiscal year. Individual budget line items will vary based on expenditure time cycles. Items such as Fuel, Wages, & Bldg Grounds and Maintenance are more consistent on a monthly basis and can be used to gage against the percentage. However, other items such as Insurance and Legal Counsel have irregular payment cycles and therefore are not as good to judge against the percentage.



RECEIVED
OCT 02 2014

SUNSET EMPIRE TRANSPORTATION DISTRICT

900 Marine Drive Astoria, OR 97103

Phone: 503-861-5370 Fax: 503-325-1606

www.ridethebus.org

BOARD OF COMMISSIONERS MEMBER APPLICATION

Applicants are asked to submit a letter of interest and complete the following application. Any additional information you wish to have considered may also be attached. Please return your letter of interest and application by mail, email, fax or you may drop it off at the Astoria Transit Center Ticket Office at 900 Marine Drive Astoria, Oregon. If you have any questions, please contact Mary Parker, Executive Assistant at 503-861-5370 or by email at mary@ridethebus.org.

Applications will be accepted until Friday September 26, 2014 at 5:00 pm.

Name		
WILLIAM R. "MITCH" MITCHUM		
Home Address		
879 EIGHTH ST ASTORIA, OR 97103		
Phone	email	fax
503 791-3837	wmitchum@charter.net	
Are you either a registered voter or a property owner in Clatsop County <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		

1. What is your interest in serving on the SETD Board of Commissioners?
TO PROVIDE COMMUNITY SERVICE
2. Please list your community service experience.
PRESIDENT ASTORIA SUNDAY MARKET
VP CLATSOP CRUISE HOSTS
BOARD CLATSOP CATO HEALTH DISTRICT
3. What experience do you have working with processes, policies, budgets and or the State of Oregon?
PUBLIC WORKS DIRECTOR CITY OF ASTORIA 11 YEARS
4. Do you have any special knowledge or experience that qualifies you for a position on the SETD Board of Commissioners?
34 YEARS U.S. NAVY AS PUBLIC WORKS OFFICER
MANAGER OF TRANSPORTATION SERVICES NORFOLK NAVAL BASE
5. Although not a requirement, do you have any experience using Sunset Empire Transportation services?
10 YEARS COORDINATING TRANSPORTATION SERVICES FOR
CLATSOP CRUISE HOSTS WORKING VERY CLOSELY WITH
SETD STAFF

This Transportation Services Agreement (this “**Agreement**”) is effective January 1, 2015, between Columbia Pacific CCO, LLC, Oregon limited liability company (“**CPCCO**”) and Sunset Empire Transportation District (“**SETD**”).

RECITALS

WHEREAS, CPCCO is a Coordinated Care Organization (“**CCO**”) created to provide services to enrollees in the Oregon Health Plan in accordance with the laws, rules, regulations and contractual requirements that apply to the Oregon Health Plan;

WHEREAS, CPCCO has entered into a Health Plan Services Contract, Coordinated Care Organization Contract with the State of Oregon, acting by and through its Oregon Health Authority (the “**CCO Contract**”);

WHEREAS, CPCCO intends to enter into agreements with organizations to arrange for the provision of certain Covered Services to Members.

WHEREAS, SETD, and SETD’s providers and subcontractors, hold all licenses, certificates, and authorizations necessary to conduct business in the State of Oregon.

WHEREAS, SETD agrees to provide Covered Services to Members enrolled in the Oregon Health Plan in accordance with the CCO Contract, Oregon Health Authority rules, applicable law and this Agreement.

WHEREAS, CPCCO and SETD desire to enter into an agreement whereby SETD agrees to provide certain Covered Services to Members pursuant to the terms and conditions set forth in this Agreement.

AGREEMENT

1. Definitions. Capitalized terms used in this Agreement, but not otherwise defined in the Agreement shall have the same meaning as those terms in the CCO Contract, Exhibit A.

- 1.1 **Agreement.** This Transportation Services Agreement by and between CPCCO and SETD.
- 1.2 **CCO Contract** - Health Plan Services Contract, Coordinated Care Organization Contract #143117 by and between the State of Oregon, acting through its Oregon Health Authority, and CPCCO, effective January 1, 2014 amended through October 1, 2013, and as the same may be updated, amended, modified, or supplemented from time to time, including without limitation, those provisions providing mechanisms for identifying and addressing compensation pursuant to Exhibit C thereunder.
- 1.3 **Central Dispatch.** Means the centralized authorization and dispatch call center for Rides.
- 1.4 **Contractor.** As used in this Agreement means SETD.
- 1.5 **Cost Effective.** A health care service that cannot, in the judgment of CPCCO, be provided through a less expensive alternative while meeting the medical needs of the Member.

- 1.6 **Covered Services.** A service for which CPCCO is responsible for payment as contained in DMAP General Rules and the Medical Transportation Services rules under OAR 410-136-0020 et seq.
- 1.7 **Emergent Medical Transportation Services.** Transportation immediately necessary when a sudden, unexpected occurrence creates a medical crisis requiring emergency services, as defined in OAR 410-120-0000(74) and requiring immediate transportation to a site, usually a hospital, where appropriate emergency medical care is available.
- 1.8 **Member.** An individual who is properly enrolled with CPCCO who is eligible to receive Covered Services at the time services are rendered.
- 1.9 **Member Reimbursement.** Member Reimbursement is defined as payment to a Member that includes but is not limited to miles, meals, and lodging
- 1.10 **Non-Emergent Medical Transport.** Non-Emergent Medical Transport is defined as transportation by (1) van, including wheelchair lift-equipped vans; (2) sedan service; (3) taxi service; (4) stretcher car service; and (5) secure transport. Non-Emergent Medical Transport also includes Member transportation reimbursement, bus tickets and passes, common carrier, and voucher programs.
- 1.11 **Non-Emergent Medical Transportation Services.** Transportation to or from a source of Covered Service which does not involve a sudden, unexpected occurrence that creates a medical crisis requiring emergency medical services, as defined in OAR 410-120-0000(49), and requiring immediate transportation to a site, usually a hospital, where appropriate emergency medical care is available.
- 1.12 **Oregon Health Plan (OHP).** The federal and State funded portion of the Medical Assistance programs established by Titles XIX and XXI of the Social Security Act, as amended, which is administered in Oregon by OHA under waiver from the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS).
- 1.13 **Policies and Procedures.** The criteria and procedures pertaining to credentialing and recredentialing, participation, compensation, payment rules, processing guidelines, medical policy, utilization management, quality improvement, fraud and abuse, health benefit plan standards, and such other matters determined from time to time by CPCCO.
- 1.14 **Prior Authorization or Preauthorization.** Prior Authorization or Preauthorization is approval given by CPCCO in advance of a proposed hospitalization, treatment, supply purchase or other Covered Service, in accordance with CPCCO's Policies and Procedures.
- 1.15 **Provider.** One or more public agencies, non-profit or for-profit companies, or individuals that SETD subcontracts with to provide Non-Emergent Medical Transportation Services. SETD, at its discretion, also may be a provider under this Agreement if it provides Non-Emergent

Medical Transportation Services.

- 1.16 **Ride.** Non-Emergent Medical Transportation Services for a Member either to or from a location where Covered Services are provided. Ride does not include Member reimbursed medical transportation or ambulance transportation requiring an Emergency Medical Technician.
- 1.17 **Service Area.** The Service Area for the purposes of this agreement is all zip codes contained in Columbia Pacific CCO service area(see also Section V. of the CCO Contract).
- 1.18 **State.** The State of Oregon.
- 1.19 **Sub-Contractor.** A Sub-Contractor is an individual or business that has a contract to perform all or part of the obligations that the Contractor agreed to perform.
- 1.20 **Transportation Program.** The program administered by CPCCO to provide Members Non-Emergent Medical Transportation Services, as described in this Agreement.
- 1.21 **Transportation Provider Standards.** The service standards which CPCCO requires SETD to meet. The Transportation Provider Standards are attached hereto as Exhibit 1.
- 1.22 **Volunteer.** An individual selected, trained and under the supervision of SETD who is providing services under this Agreement in a non-paid capacity except for incidental expense reimbursement.
- 1.23 **Clean Claim.** A Clean Claim means a claim for Covered Services provided to a Member that (a) is received timely by CPCCO; (b) has no defect, impropriety, or lack of substantiating documentation from the Member's medical record regarding the Covered Services; (c) is not subject to coordination of benefits or subrogation; (d) is on a completed, legible CMS 1500 form or UB-04 form or electronic equivalent that follows then current HIPAA Administrative Simplification ASC X12 837 standards and additional specific requirements in the Program Policies, including all then-current guidelines regarding coding and inclusive code sets; and (e) includes all relevant information necessary for CPCCO or Payor to (1) meet requirements of Laws and Program Requirements for reporting of Covered Services provided to Members, and (2) determine Payor liability, and ensure timely processing and payment. A Clean Claim does not include a claim from a Contracted Provider who is under investigation for fraud or abuse, or a claim under review for Medical Necessity.

2. Member Access.

- 2.1 SETD shall maintain a business location that is conducive to responding to inquiries and requests for Rides made by Members residing in the Service Area. SETD shall provide Members access to Central Dispatch 365 days a year, during the hours operations, Monday through Friday, 8am to 5pm, with the exception of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and other closures approved

by CPCCO pursuant to this section. SETD shall ensure that Members have access to available Non-Emergent Medical Transportation Services 24 hours a day. During hours that the Central Dispatch office is closed, SETD shall refer Members to available Providers through a recording or answering service and shall determine whether it will authorize the Ride after the Ride has been provided. If no after- hours Providers are available, SETD shall, at a minimum, provide Members with recorded information about Central Dispatch service hours and how to reach emergency services through 911.

2.2 SETD shall obtain CPCCO approval of intended days of Central Dispatch closure, with the exception of the days identified in Section 2.1 above, by notifying CPCCO at least thirty (30) calendar days in advance of closure. If CPCCO does not deny the request within ten (10) calendar days of request notification, the request shall be considered approved.

3. Determination of Eligibility for Services. SETD shall receive all requests for Non-Emergent Medical Transportation Services for Members and shall verify eligibility of the Members to receive the service. SETD shall rely upon the list of eligible Members and the criteria for eligibility provided by CPCCO.

3.1 SETD shall verify Member eligibility by:

- b. Reviewing electronic eligibility information provided by CPCCO; or
- c. Contacting CPCCO to confirm and document in writing the Member's eligibility if electronic eligibility information is conflicting or not available.

3.2 SETD shall verify that the Member meets a needs test for Non-Emergent Transportation Services by:

- b. Verifying with the Member that the Member has no other available means of transportation for the requested trip; and
- c. Verifying that the requested transport is to or from a provider of a Covered Service within the Service Area.

3.3 CPCCO reserves the right to approve additional non-eligible requests for Non-Emergent Medical Transportation Services for Members on a case-by-case basis and solely at the discretion of CPCCO. If an exception for approval is granted by CPCCO, CPCCO shall notify SETD of such approval via facsimile as soon as approval is granted.

4. Determination of Appropriate Service Level and Appropriate Provider of Transportation.

4.1 SETD shall assign the subcontractors to provide Rides to Members based upon an evaluation of several factors, including, but not limited to: cost; appropriate transportation; appropriate equipment; any factors related to Provider capabilities, availability, and past performance; and any other reasonable factors. Rides shall be assigned to Providers by SETD in its sole discretion.

- 4.2 When SETD makes an assignment that is not Cost Effective or that is not based on the factors specified above, SETD shall maintain records of the reasons for such assignment.
5. **Service Area.** SETD shall provide Non-Emergent Medical Transportation Services to all eligible Members requesting Rides or as authorized by CPCCO in accordance with OAR 410- 136-0050.
6. **Records of Non-Emergent Medical Transportation Services.** SETD shall maintain documentation of Rides provided to Members. This documentation shall include at least the following:
- a. Name of Member or person requesting the Ride on behalf of the Member (both if different);
 - b. Member's CPCCO ID Number;
 - c. Date and time of request;
 - d. Date and time of requested transportation;
 - e. Type of transportation authorized for Member;
 - f. Pick up location;
 - g. Destination;
 - h. Covered Service Member is being transported to;
 - i. Availability of other transportation resources to Member;
 - j. Approval or denial of transport and level of transport authorized;
 - k. Reason for denying transportation to a Member;
 - l. Justification of type of transportation authorized (if appropriate);
 - m. Person approving/denying request;
 - n. Subcontractor assigned;
 - o. Date and time subcontractor notified.
7. **Documentation of Monthly Activity.** SETD shall maintain monthly billing files organized by Provider that document the number of transports and, for audit purposes, can be cross referenced to actual Rides and specific Members transported.
8. **Service Reports.** SETD shall submit monthly reports to CPCCO that document the number of provided Rides for Non-Emergent Medical Transportation Services, modes of transportation being used, and operating costs of the Transportation Program. The monthly reports are due by the 50th day of following month. SETD will provide CPCCO with claims for all services provided using the agreed upon detailed transportation codes. SETD shall also submit monthly reports to CPCCO detailing Member Ride request denials and the reason for denial. In addition, CPCCO may request SETD to submit ad hoc reports summarizing information specified by CPCCO as agreed to by both parties.
9. **Subcontracts.** SETD shall provide Non-Emergent Medical Transportation Services to Members directly or through subcontracts with Transportation Providers. SETD will incorporate by reference in all subcontracts the Transportation Provider Standards set forth in Exhibit 1, and will require all subcontractors to comply with the applicable terms of

this Agreement.

10. **Emergent Need.** Providing Emergent Medical Transportation Service is not part of SETD's obligations under this Agreement. However, SETD shall have procedures for referring Members requesting Emergent Medical Transportation Services to 911 emergency services.
11. **Approval of Materials.** SETD may request approval to use informational materials for the purpose of marketing or promotion of the Non-Emergent Medical Transportation Services as contemplated under this Agreement. SETD shall obtain written approval from CPCCO prior to using materials for such purpose.
12. **Audits.** In addition to the requirements of Section 22, SETD shall permit and require all Providers to permit authorized representatives of CPCCO, OHA, the Oregon Secretary of State Audits Division, the Oregon Department of Justice Medicaid Fraud Unit, and the federal government to review the records of SETD and Providers to conduct audits on an annual basis or to investigate unresolved questions of fact. CPCCO may audit either SETD's or Provider's records, or both, to review SETD's financial status, SETD's performance or operation of the Transportation Program or quality of Non-Emergent Medical Transportation Services provided, for purposes which include, but are not limited to the following:
 - 12.1 To document the relationship between the funds provided by CPCCO under this Agreement and the amounts expended by SETD or Providers on the delivery of Non-Emergent Medical Transportation Services;
 - 12.2 To document that the amounts expended by SETD or Providers on the delivery of Non-Emergent Medical Transportation Services are reasonable and necessary to ensure quality of Non-Emergent Medical Transportation Services.

SETD shall permit, and shall cause Providers to permit, the auditors of CPCCO, OHA, or the federal government, to inspect the records of SETD and any Providers in order to verify delivery of service and contract compliance.

13. **Responsibilities of SETD.** In addition to SETD's obligations set forth elsewhere in the Agreement, SETD is responsible for the tasks set forth below. SETD shall:
 - 13.1 Serve as the designated broker of Non-Emergent Medical Transportation Services for Members receiving Covered Services in the Service Area;
 - 13.2 Maintain the Central Dispatch for Non-Emergent Medical Transportation in the Service Area;
 - 13.3 Provide all Non-Emergent Medical Transportation Services for Members receiving Covered Services in the Service Area, with the exception of:
 - b. Ambulance transportation requiring Emergency Medical Technician; and
 - c. Specific types of Transportation limited by local ordinances.
 - 13.4 Not deny, and shall cause all subcontractors to not deny, any Member Non-Emergent Medical Transportation Services on the basis of race,

color, sex, sexual orientation, religion, national origin, creed, marital status, age, health status or the presence of any sensory, mental, or physical disability;

- 13.5 Make every reasonable effort to arrange Rides including rides with same day notice. SETD will have procedures in place to accommodate occasional urgent, short notice or same day Rides;
- 13.6 Schedule a Ride with an alternate subcontractor if the subcontractor originally authorized to provide the Ride is unable to provide the Ride;
- 13.7 Schedule Rides for ongoing Member appointments for a minimum of one month and accept multiple Ride requests at one time for a Member;
- 13.8 Provide all equipment and staff necessary for adequate operation of the Transportation Program, including the purchase of workstations, computers, computer peripherals, and software (hereinafter "Equipment"). Vehicles are excluded from the definition of Equipment and from reimbursement under this Agreement.
- 13.9 Establish an immediate secondary review process by an employee other than the initial screener prior to the denial of any Ride;
- 13.10 Within 72 hours of denying a Ride, send a letter to the Member, with a copy to CPCCO, explaining why the Member's Ride has been denied;
- 13.11 Reinstate denied Non-Emergent Medical Transportation Services under certain circumstances consistent with 42 CFR 431.231;
- 13.12 Work with CPCCO in the development of a Member satisfaction survey that CPCCO will conduct periodically and the results of which will be used to identify potential operational deficiencies within the Transportation Program;
- 13.13 Develop and implement processes to deliver Non-Emergent Medical Transportation Services efficiently, and in a manner that minimizes costs while meeting Members' needs;
- 13.14 Screen all Ride requests to ensure that Member's requested transport is to or from a provider of Covered Service and within the Service Area as defined in section 1.22; check on Member attendance for continuing service requests; and conduct verification by contacting the provider of the Covered Service on a minimum of five percent (5%) of all Rides provided under this Agreement prior to Ride to ensure that SETD is transporting a Member to a Covered Service;
- 13.15 Abide by all laws and Oregon Administrative Rules (OARs) applicable to SETD's performance under this Agreement;
- 13.16 Require and cause its Participating Providers to require, that CPCCO Members are treated with respect, due consideration for his or her dignity and privacy, and the same as non-Members or other customers who receive services equivalent to Covered Services consistent with the

requirements of this Agreement and OAR 410-141- 0320, OHP Member Rights and Responsibilities and CPCCO Policies and Procedures;

- 13.17 Comply with, and require its staff, Subcontractors and Participating Providers to comply with, any applicable federal and state laws that pertain to DMAP Member rights, and shall take those rights into account when furnishing services to DMAP Members;
- 13.18 Ensure and cause its Participating Providers to ensure, that each CPCCO Member is free to exercise his or her rights, and that the exercise of those rights does not adversely affect the way SETD, its staff, or subcontractors, treat Members. SETD shall not discriminate in any way against Members when those Members exercise their rights under the Oregon Health Plan;
- 13.19 Cooperate and collaborate with CPCCO regarding the operation of the Transportation Program in connection with CPCCO's overall objectives to coordinate care for Members.

13.20 Out-of-State Transportation.

13.20.1 SETD shall arrange for and purchase airline tickets (or most appropriate mode of transportation) in accordance with OHA guidelines for Member out-of-state travel for Non-Emergent Medical Transportation and any necessary travel to and from an airport or other departure location within Oregon. SETD may utilize any procurement method and criteria to purchase airline tickets and any necessary travel to and from an airport or other departure location within Oregon, subject only to the requirement to use the least expensive mode of transportation that meets the non-emergent medical needs of the Member.

13.20.2 SETD shall provide Non-Emergent Medical Transportation reimbursements to Members for their out-of-state meals, mileage, and lodging expenses in accordance with OAR 410-136-0800 and OAR 410- 136-0820 and shall not seek additional reimbursements for these costs from CPCCO.

13.21 Member Reimbursement.

13.21.1 SETD shall provide Member reimbursement for transportation for Covered Services. To be eligible for reimbursement, Member must be preauthorized by SETD and adhere to OHA guidance. SETD will provide reimbursement for prior-approved meals and lodging.

13.21.2 Member claims for reimbursement must be submitted within forty five (45) days of completion of travel. In processing claims for Member reimbursement, SETD must verify Member attended the Covered Service. Verification can be made by phone, fax, or e-mail to the Provider or by Provider's signature or stamp on an attendance sheet.

13.22 Volunteers

13.22.1 SETD shall in its sole discretion determine whether to use Volunteers. SETD is not required to use Volunteers in the provision of any Service to Members under this Agreement. When using an OHA Volunteer to provide Services under this Agreement, SETD is not required to comply with Exhibit 1, Special Terms and Conditions, section 1.2 or 1.3.

13.22.2 Under ORS 409.360, in the performance of Services under this Agreement, OHA Volunteers are agents of the State and not Agents of CPCCO or SETD in the performance of activities on behalf of and under the direction of OHA, and as such shall have the benefit of, and be subject to, the Oregon Tort Claims Act (OTCA) unless otherwise disqualified under the OTCA. SETD will make every reasonable effort to: (1) promptly report any claim or occurrence of which SETD has actual knowledge that could give rise to a claim in writing to Risk Management Division, 1225 Ferry Street SE, U150, Salem, Oregon 97301 (or any subsequent address of such division) and to CPCCO; and (2) cooperate fully in the investigation and defense conducted by the State of any claim covered by the OTCA and otherwise comply in all respects with the OTCA. If SETD offers dispatch services for OHA volunteer drivers, SETD, at its option may utilize OHA volunteers. OHA has the sole responsibility for the supervision and control of OHA volunteers and assumes all liability for each OHA volunteer as provided by law.

13.23 Subject to additional time as necessary for Coordination of Benefits ("COB") pursuant to this Agreement, SETD shall submit data files to CPCCO at least monthly using a completed CMS 1500 statement or other form approved by CPCCO. SETD will also submit such additional encounter data as CPCCO may request, including accurate and specific data describing the services rendered. SETD will follow Medicare Correct Coding guidelines, or other industry standard guidelines approved by CPCCO in coding services in all claims and data submitted to CPCCO. Except for inadvertent error, claims statements must reflect Co-payments, Coinsurance and Deductibles collected or to be collected, and must be true, correct and complete.

13.24 SETD shall not bill or hold any Member responsible for payment for Non-Emergent Medical Transportation Services.

14. Responsibilities of CPCCO. In addition to CPCCO's obligations set forth elsewhere in the Agreement, CPCCO is responsible for the tasks set forth below. CPCCO shall:

14.1 Make every reasonable effort to create, maintain and daily post an electronic list of eligible Members in the CPCCO mailbox; and update, maintain, and post current electronic eligibility information for Members on the CPCCO web portal on a daily basis. SETD will use these sources to determine eligibility for Non-Emergent Medical Transportation Services.

- 14.2 Develop and administer a Member satisfaction survey that CPCCO will conduct periodically and the result of which will be used to identify potential operational deficiencies within the Transportation Program.
- 14.3 CPCCO will follow the dispute resolution process as outlined in paragraph 22.3 of the Agreement to assure prompt resolution of billing disputes.
- 14.4 CPCCO shall provide SETD copies of any and all policies and procedures to which SETD shall be bound under this agreement. In the event CPCCO fails to provide such procedures in writing to SETD, SETD's failure to follow such procedures shall not be deemed a breach of this Agreement for the purposes of implementing sanctions or terminating this Agreement.

15. Compensation.

- 15.1 **Compensation.** SETD shall be entitled to compensation by CPCCO or the Plan for the provision of Covered Services rendered by SETD to Members at the rate determined in accordance with terms of the compensation schedule attached hereto as Exhibit 4. CPCCO and SETD acknowledge that different methodologies or formulas for compensation may be established under different Plans or may vary for other providers.

15.2 Payment of Compensation by CPCCO or Plan.

- 15.2.1 Coordination of Benefits ("COB"). SETD agrees to comply with COB procedures adopted by CPCCO and COB Policies and Procedures adopted by CPCCO, and CPCCO agrees to assist SETD in obtaining such procedures from CPCCO, if necessary.
- 15.2.2 SETD shall maintain records to identify any third party or payor responsible for payment for services provided to Members. SETD shall notify CPCCO within 30 days of any potential responsible third party and shall provide CPCCO with all relevant identifying information concerning the Member, the claim and the third party resource available to SETD.
- 15.2.3 Nothing herein is intended to require CPCCO to adopt, or prevent CPCCO from adopting, different billing and payment policies with respect to workers' compensation cases or other unique situations in which CPCCO is or could be a secondary or conditional source of reimbursement for Covered Services.

- 15.3 **Member Billing.** Except as may be expressly required by CPCCO, SETD shall look only to CPCCO for compensation for Covered Services and shall at no time seek compensation from Members for Covered Services. In the event of non-payment CPCCO, SETD shall not bill or otherwise attempt to collect from Members any amounts owed by CPCCO and shall continue providing services to Members for the duration of the period for which capitated payments have been made. No surcharge to a Member shall be permitted. A surcharge shall, for purposes of this Agreement, be deemed to be any additional fee not provided for in the Plan and Contract;

provided however that a charge for Non-Covered Services shall not be prohibited if SETD has informed the Member in advance that the services are not Covered Services and the Member has agreed in advance, in writing, to pay for the services and such billing is permitted under the CCO Contract or otherwise by OHA or CMS. This paragraph shall survive termination of this Agreement and shall be interpreted for the benefit of Members.

- 15.4 **Recoupment of Overpayments.** Unless otherwise prohibited by Laws, SETD, for itself and its Providers, authorizes CPCCO to deduct from amounts that may otherwise be due and payable to SETD any outstanding amounts that SETD may owe CPCCO for any reason, including overpayments provided that CPCCO shall provide 3-day written notice to SETD of the basis for such deduction, including any accounting or other evidence establishing the deduction is accurate. SETD may challenge such deduction by notifying CPCCO in writing within 3 days of receipt of such CPCCO notice. In the event SETD fails to challenge such deduction within said time, it shall be deemed accepted by SETD. Any challenge by SETD which cannot be resolved by informal meeting between the parties hereto shall be resolved by the Dispute Resolution provision in section 23.3 below.

15.5 **Accounting and Reports.**

15.5.1 Solvency - Contractor shall maintain a level of Net Worth, defined as unrestricted net assets, that will provide for minimum adequate operating capital, equivalent to a minimum 45 days of fixed and variable operating expenses. Contractor will immediately notify CPCCO if TransLink falls below this minimum requirement.

In addition to the monthly financial reporting required elsewhere in this contract, contractor shall submit the full Audited Financial Statements, including audit opinion and notes to the financial statements, to CPCCO via email no later than December 31st of each fiscal year this Contract is in effect. Contractor shall immediately notify OHA of material changes in circumstance of information provided in previous monthly and annual Financial Reports.

15.5.2 To the extent that payments to SETD for Covered Services include financial risk withholds, CPCCO shall provide an accounting of risk withhold funds on an annual basis. Requests for information under this paragraph concerning such accounting must be made within two years after the end of the Agreement term pertaining to the requested information. Reconciliation and settlement shall be in accordance with the agreement between CPCCO and each applicable Plan.

15.5.3 Upon request by SETD, CPCCO shall provide an annual accounting accurately summarizing the financial transactions between CPCCO and SETD for the preceding calendar year.

15.5.4 SETD will, under its usual business policies and accounting

practices, separately account for the Non-Emergent Medical Transportation Services provided under the Agreement.

16. Indemnification. SETD shall defend, indemnify and hold harmless CPCCO and its directors, officers, employees, affiliates and agents against any claim, loss, damage, cost, expense or liability arising out of or related to (i) SETD's breach of this Agreement, and (ii) the performance or nonperformance by SETD, its Participating Providers, employees or agents of any Delegated Functions under this Agreement. CPCCO shall defend, indemnify and hold harmless SETD and its directors, officers, employees, affiliates and agents against any claim, loss, damage, cost, expense or liability arising out of or related to (i) CPCCO's breach of this Agreement, and (ii) the performance or nonperformance by CPCCO under this agreement.

17. Term and Termination.

17.1 **Term of Agreement.** This Agreement will become effective on the Effective Date specified on the first page of this Agreement and will continue in effect through December 31, 2015. This Agreement will automatically renew for successive periods of 12 months each on the same terms and conditions contained herein, except compensation which shall be subject to adjustment as provided in Exhibit 4 attached hereto, unless sooner terminated pursuant to the terms of this Agreement.

17.2 **Without Cause Termination.** This Agreement may be terminated at any time by either party by giving the other party 120 days' advance written notice. Reasons for without cause termination may include, but are not limited to, SETD moving to a new location.

17.3 **Immediate Termination.** Either party may immediately terminate this Agreement upon delivery of written notice to the other party or at such later date as may be set forth in the written notice if:

17.3.1 Federal or state regulations or guidelines are modified or changed in such a way that Covered Services are no longer allowable or appropriate for purchase under this Agreement;

17.3.2 Any license, certification, or privilege required by law or regulation to be held by the other party to fulfill obligations under this Agreement is for any reason denied, revoked, restricted, limited, suspended or not renewed;

17.3.3 The other party is suspended or excluded from participating in the Medicare or Medicaid programs;

17.3.4 The other party fails to maintain insurance required by this Agreement;

17.3.5 Conviction of the other party of a felony in any court of the United States, state or federal;

17.3.6 SETD or CPCCO closes or ceases providing services;

17.3.7 A petition in bankruptcy is filed by or against the other party (and, if an involuntary petition, the same is not dismissed within 60 days after the filing thereof), the other party is adjudicated

bankrupt, execution by the other party of any assignment for the benefit of creditors, the appointment of a receiver for the other party, or the cessation of business of the other party for any reason which renders the other party unable to perform its obligations under this Agreement; or

17.3.8 If CPCCO or Plan fails to receive funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CPCCO or Plan in the exercise of its reasonable discretion, to continue to make payment under this Agreement.

17.3.9 If SETD fails to receive funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow SETD in the exercise of its reasonable discretion, to continue to provide services under this Agreement.

17.3.10 If CPCCO reasonably determines that the health, safety and welfare of Members may be jeopardized by continuation of this Agreement.

17.4 CPCCO's Termination With Cause; Default; Remedies

17.4.1 The following shall constitute cause for termination of this Agreement by CPCCO:

a. Threat to Health, Safety or Welfare of any Member. There is a threat to the health safety or welfare of any Member while receiving SETD's or SETD's subcontractors' services and subsequent failure to cure such a breach as provided in Section 16.4.2(a) below.

b. Conduct of SETD Owner, Employee or Subcontractor. SETD knowingly has a director, officer, partner or person with beneficial ownership interest in SETD or has an employment, consulting or other subcontractor agreement for the provision of items and services that are significant and material to SETD's obligations under this Agreement, concerning whom: (i) any license or certificate required by law or regulation to be held by SETD or subcontractor to provide services required by this Agreement is for any reason denied, revoked or not renewed; or (ii) is suspended, debarred or otherwise excluded from participating in procurement activities under Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued pursuant to Executive Order No. 12549 or under guidelines implementing such order; or (iii) is suspended or terminated from the Oregon Medical Assistance Program or excluded from participation in the Medicare program; or (iv) is convicted of a felony or misdemeanor related to a crime or violation of Title XVIII, XIX, or XX of the Social Security Act or related laws (or entered a plea of nolo contendere); (v) if OHA or

CPCCO determines that the health or welfare of Members is in jeopardy if this Agreement

- c. **Insolvency by SETD or Failure to Maintain Required Adequate Solvency Protections.**
 - SETD becomes insolvent, as defined in 15.5.1 herein. SETD shall have the opportunity to dispute such determination by CPCCO by providing reasonable evidence and assurances of financial stability and capacity to perform under this Agreement within fifteen (15) days of CPCCO's determination and notification of said determination to SETD.
- d. **Failure to Provide Quality Services.** SETD's failure to arrange or provide Non-Emergent Medical Transportation Services that are Covered Services in accordance with the standards set forth in this Agreement and subsequent failure to cure such breach as provided below.
- e. **Failure to Submit Encounter Data or Other Required Reports.** SETD's failure at any time to submit complete Encounter Data required pursuant to Section 8 of this Agreement or other reports required pursuant to this Agreement and subsequent failure to cure such a breach as provided below.

17.4.2 CPCCO's Remedies. If any of the circumstances described in Section 17.4.1 above has occurred, CPCCO may, at its option, enforce any of the remedies available to it under this Agreement or at law or in equity, including, but not limited to those described below. These remedies are cumulative, to the extent remedied are not inconsistent, and CPCCO may pursue any remedy or remedies singularly, collectively, successively, or in any order whatsoever.

- a. Immediate termination of this Agreement upon written notice to SETD in the event that the cause for termination is a Threat to Health, Safety or Welfare of any Member or Conduct of SETD, Owner, Employee or Contractor, as described above in Section 17.4.1(a) and (b), if the risk of these causes for termination was known or knowable to SETD. If the risk of these causes was not known or knowable, SETD shall have no more than ten (10) days to remedy the cause and mitigate the risk of such cause occurring again.
- b. For all other causes described in 17.4.1, immediate termination of this Agreement, following: (i) written notice from CPCCO, (ii) an opportunity for SETD and CPCCO to meet and discuss SETD's breach, and (iii) an opportunity for SETD to cure the breach, which cure period shall be not less than thirty (30) calendar days. If 30 days is not an adequate timeframe in light of the breach or if the breach cannot be cured within 30 days and substantial efforts towards effectuating a cure has been taken, CPCCO shall grant SETD additional time to cure said breach. If

after 30 days, the breach is not cured and no substantial efforts have been made to cure the breach, at CPCCO's option, this Agreement may terminate on the 31st day after written notice of a material breach was given.

- c. If after 30 days, the breach is not cured and no substantial efforts have been made to cure the breach, instead of termination on the 31st day after written notice of a material breach was given, CPCCO may choose to:
- Withhold all Compensation CPCCO determines in good faith would otherwise be due for services SETD was required to perform under this Agreement, but that SETD failed to perform, or performed inadequately or defectively, provided, however such amounts shall be paid to SETD when and to the extent that the breach is cured.
 - Initiate an action or proceeding for damages, specific performance, declaratory or injunctive relief.
 - Exercise its right of recovery of overpayments under section 15.4 of this Agreement.

17.4 CPCCO's Termination Without Cause. At its discretion, CPCCO may terminate this Agreement without cause under any of the following circumstances:

17.4.1 Immediately upon written notice to SETD if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA to continue to make full payments to CPCCO under the CCO Contract;

17.4.2 Immediately upon written notice to SETD if federal or state laws, regulations, guidelines or CMS waiver terms are modified or interpreted in such a way that this Agreement or CPCCO's participation in this Agreement is prohibited; or

17.4.3 Immediately upon termination of the CCO Contract.

17.5 SETD's Termination For Cause. SETD may terminate this Agreement for cause if:

17.5.1 CPCCO fails to pay SETD amounts owing hereunder, and CPCCO fails to cure such failure within fifteen (15) calendar days (or such longer period as SETD may specify in such notice) after SETD's delivery to CPCCO of written notice of such failure to pay;

17.5.2 CPCCO commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within thirty (30) calendar days (or such longer period as SETD may specify in such notice) after SETD's delivery to CPCCO of written notice of such;

17.5.3 CPCCO institutes or has instituted against it insolvency, receivership or bankruptcy proceedings; or

17.5.4 The CCO Contract terminates for any reason.

17.6 SETD's Termination Without Cause. SETD may terminate this Agreement without cause upon 120 days' prior written notice to CPCCO.

17.7 **Responsibility for Members at Termination. Effect of Termination.** Termination of this Agreement shall have no effect upon the rights and obligations of the parties arising under this Agreement prior to the effective date of termination or upon those provisions which are specifically identified as surviving termination.

17.8 **Survival.** Any provision of this Agreement, including any Exhibit, that requires or reasonably contemplates the performance or existence of obligations by a Party after expiration or termination of the Agreement shall survive such expiration or termination regardless of the reason for expiration or termination.

18. Limitation of Liabilities. Neither party shall be liable for incidental or consequential damages arising out of or related to this Agreement. Neither party shall be liable for any damages of any sort arising solely from the termination or expiration of this Agreement or any part hereof in accordance with its terms.

18.1 CPCCO shall not be held liable for any of the following:

18.1.1 Payment for SETD or any subcontractor's debts or liabilities in the event of insolvency; or

18.1.2 Payment for Non-Emergent Medical Transportation Services or other Services to be provided by SETD for which SETD is otherwise required to pay under this Agreement.

19. Utilization Management and Quality Improvement Programs. CPCCO shall establish and maintain utilization management ("**UM**") and quality improvement ("**QI**") programs to guide and review individual and aggregate performance of SETD in the delivery of Covered Services. Review may include but not be limited to whether services are or where appropriate, cost effective, and in compliance with standards for timeliness and accessibility; Member grievances and appeals and the evaluation of Member satisfaction with Covered Services. The UM/QI programs, whether separate or combined, will be managed by CPCCO or an affiliate of CPCCO. SETD shall comply with and, subject to SETD's rights of appeal or reconsideration. Subject to CPCCO's requirements under Section 14.4 herein, failure to comply with the requirements of this paragraph may be deemed a material breach of this Agreement and may, at CPCCO's option, be grounds for immediate termination of the Agreement.

20. Grievance Procedures. CPCCO will have appeal Policies and Procedures for disputes related to Prior Authorization and Referral procedures and final determinations by CPCCO's Medical Director. SETD shall comply with grievance and appeal procedures of CPCCO and shall be bound by such procedures, subject to the provisions of Section 14.4 herein.

21. Relationship of the Parties. Nothing in this Agreement is intended to create any

relationship between CPCCO and SETD other than that of independent entities contracting with each other solely for purposes of effectuating the provisions of this Agreement. Neither of the parties nor any of their respective employees or agents shall be deemed to be the employee or agent of the other. Except as specifically provided otherwise in this Agreement, CPCCO shall have no authority to control or direct the time, place or manner in which Covered Services are provided by SETD to Members.

22. Insurance and Indemnity. The parties mutually agree to indemnify and to hold each other (including their officers, directors, agents and employees) harmless against any and all claims, demands, damages, liabilities and costs incurred by the other party, including reasonable attorneys' fees, governmental or regulatory fines arising out of or in connection with, either directly or indirectly, the breach of this Agreement or by willful misconduct, omission, intentional, unintentional and/or negligent acts of the indemnifying party or its employees or agents. The fact that a person or entity is a participating provider with CPCCO does not make such person an agent of CPCCO. The principles of comparative fault shall govern the interpretation and enforcement of this indemnity provision.

22.1 Professional Liability Insurance. CPCCO shall provide, at CPCCO's sole cost and expense, throughout the entire term of this Agreement, a policy of errors and omissions liability insurance with a licensed insurance company in a minimum amount of one million eight hundred thousand dollars per claim and three million six hundred thousand dollars in the annual aggregate to cover CPCCO and SETD's employees or contractors who are authorized or requested by CPCCO to participate in CPCCO's utilization management and quality improvement programs but only with respect to utilization management and quality improvement services to be provided under this contract. In the event the policy is a "claims made" policy, CPCCO shall purchase or otherwise be covered by a "tail" policy for a period of not less than three years following the effective termination date of the policy required by this paragraph. The "tail" policy shall have the same policy limits as the errors and omissions policy.

22.2 Automobile Insurance. SETD shall provide at SETD's sole cost and expense, throughout the entire term of this Agreement, a policy of automobile liability insurance covering all vehicles owned and operated by SETD used to provide services under this Agreement with a licensed insurance company admitted to do business in the state of Oregon in a minimum amount of two million dollars per claim and three million dollars in the annual aggregate to cover SETD, SETD's employees, and agents against any claim or claims for damages arising by reason of bodily injuries or death occasioned directly or indirectly in connection with the performance of, or failure to perform, any transportation service provided under this Agreement, and in a minimum amount of \$100,000 combined single limit for property damage. In the event the automobile liability policy is a "claims made" policy, SETD shall purchase a "tail" policy for a period of not less than five years following the effective termination date of the

liability policy required by this paragraph. The “tail” policy shall have the same policy limits as the liability policy. Any subcontractor hired by SETD to provide services under this Agreement shall provide at its sole cost and expense, automobile liability insurance in an amount equal to or greater than those dictated by the contract between SETD and that subcontractor. The business auto liability shall include hired and non-owned coverage. SETD waives rights against CPCCO for the recovery of damages to the extent they are covered by SETD’s business auto liability or commercial umbrella liability insurance.

22.3. Comprehensive Insurance. Each party shall provide, at its sole cost and expense, throughout the entire term of this Agreement, a policy or policies of general commercial liability insurance insuring it against risks customarily covered by such insurance including any claim of loss, liability or damage committed or arising out of the alleged condition of the premises, or the furniture, fixtures, appliances or equipment located therein, together with standard liability protection against any loss, liability or damage as a result of the party’s operation of a motor vehicle for business purposes, in a minimum amount of one million five hundred thousand dollars per claim and three million dollars in the annual aggregate. In addition, SETD shall carry Umbrella/Excess insurance coverage of \$1 million with general liability, commercial auto and workers compensation scheduled as underlying coverage. SETD waives all rights against CPCCO for the recovery of damages to the extent they are covered by general liability or umbrella insurance. The insurance shall also cover bodily injury, including disease, illness and death arising out of RVT’s premises/operation and independent contractors and contain separation of insured’s (cross liability) conditions.

22.4 Workers’ Compensation Insurance. Each party agrees to provide, at its sole cost and expense, workers’ compensation coverage for its employees throughout the entire term of this Agreement to the extent required by Oregon law, as the same may from time to time be amended. CPCCO will not be held responsible in any way for claims filed by SETD or their employees or subcontractors for services under this contract.

22.5 Evidence of Insurance. Each party shall, upon reasonable request, furnish written evidence to the other party that the insurance required by this Agreement is in full force and effect. Each party shall provide the other with a minimum of 30 days’ prior written notice in the event insurance required by this paragraph is canceled or restricted. In addition, SETD shall promptly notify CPCCO in writing in the event any SETD employee or contractor is canceled from malpractice coverage for any reason. Failure to provide proof of insurance is considered a material breach. Failure to provide proof of insurance is considered a

material breach.

22.6 Notice of Claims Involving Members. SETD shall promptly notify CPCCO of any claim or demand involving any Member based on alleged malpractice or negligence of any person. SETD shall notify CPCCO of any settlement or judgment involving a Member within 10 days following execution or filing thereof.

22.7 Insurance Requirements for Subcontractors of SETD. In the event SETD subcontracts any of the work under this Agreement, it shall require that its subcontractors obtain, and provide proof of insurance in the types and amounts specified herein. Notwithstanding the foregoing, SETD may elect, in its sole discretion to allow its subcontractors to provide automobile insurance and general comprehensive insurance in a minimum amount of \$1,000,000.00 on the condition that SETD's hired and non-owned automobile insurance policy acts as excess coverage.

22.8 Additional Standards. The above insurance policies, 20.1 – 20.7, shall include, but not be limited to, the following provisions:

22.8.1 Additional Insured: Columbia Pacific CCO, shall be named as an additional insured on all commercial auto general liability, umbrella, excess, insurance policies, with respect to contractual services to be provided under contract.. All policies shall be primary and non-contributory over any other valid and collectable insurance.

22.8.2 Cancellation for non-payment of premium: If cancellation on any policy is due to non-payment of premium, a written notice shall be given to CPCCO 10 calendar days prior to cancellation.

20.8.3 Insurance carrier rating. The insurance required above shall be issued by an insurance company authorized to do business within the State of Oregon. Insurance is to be placed with SAIF and/or Special Districts insurance pooling, or a carrier that has a rating of A- Class VIII or better in the most recently published edition of AM Best's Reports.

22.9 Excess coverage. The limits of all insurance required to be provided by the contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the contractor from liability in excess of such limits.

22.10 Limit adjustments. CPCCO reserves the right to increase or decrease limits as appropriate.

23. Miscellaneous.

23.1 **Confidentiality and Proprietary Information.** The parties agree to

maintain the confidentiality of this Agreement and all documents, terms, and conditions relating to reimbursement rates and methods and other proprietary information of the other party. Upon request, the parties agree to return all copies of documents containing the other party's proprietary information upon termination of this Agreement and to otherwise keep such proprietary information confidential

23.2 Amendment of Agreement.

23.2.1 Mutual Agreement. This Agreement may be amended upon the mutual written agreement of the parties.

23.2.2 Notice Amendment. CPCCO may amend this Agreement for the purposes set forth below, by providing to SETD thirty (30) calendar days' written notice of the proposed amendment to the Agreement ("**Notice Amendment**") to:

a. Comply with any agreement mutually entered into by CPCCO and SETD;

b. Comply with any changes that occur in federal or state statute or regulations, or changes in Covered Services or CCO Payments under ORS 414.735, such that failure to amend this Agreement may place CPCCO at risk of non-compliance with federal or state statute or regulations or at risk of breach of the CCO Contract;

c. Address CPCCO budgetary constraints, including those arising from changes in OHA's funding, rate setting, appropriations, limitations, allotments, or other expenditure authority limitations; or

d. Address any changes necessary to this Agreement in the event that the CCO Contract is amended to reduce or expand CPCCO's Service Area.

23.2.3 Notice Amendment Process.

a. Whenever feasible, CPCCO commits to engaging SETD in the development of the types of amendments described in subsections (a), (c), and (d), immediately above. For the same subsections (a), (c), and (d), CPCCO and SETD shall work together to develop mutually agreed upon timelines for the implementation of any provision proposed in such amendments. To the extent possible, CPCCO will provide SETD with a preview of proposed amendments prior to the 30-day written Notice Amendment period.

b. Calculation of the 30-day notice period shall commence on the day following the date affixed to the Notice Amendment. SETD's failure to expressly object to such proposed amendment within the 30-day Notice Amendment period shall constitute SETD's approval of the Notice Amendment.

c. In the event that SETD objects to a Notice Amendment, good faith efforts will be made by the parties to resolve such objections. If the parties are unable to resolve objections, this Agreement shall, at CPCCO's option, continue unamended for its term, or terminate 30 days from the date written receipt of objection is received from SETD. During this 30-day pre-

termination period, all terms and conditions of this Agreement shall remain binding on the parties. Termination of the Agreement under this provision shall be treated as a termination without cause (See Section 17 above).

23.3 Dispute Resolution. Subject to applicable grievance procedures, the parties shall in good faith attempt to resolve any controversy, dispute or disagreement arising out of or related to this Agreement, or breach thereof, by negotiation.

If such controversy, dispute or disagreement is not resolved, then, at the request of either party at any time, the controversy, dispute or disagreement shall be submitted to mediation under the American Health Lawyers Association (AHLA) Alternative Dispute Resolution Service Rules of Procedure for Mediation. If any dispute is not resolved by mediation within 30 days after selection of the mediator, the dispute may, upon the agreement of both parties, be submitted to binding arbitration in accordance with the AHLA Alternative Dispute Resolution Service Rules of Procedure for Arbitration. Mediation or arbitration, as the case may be, shall be held in Columbia Pacific service area, unless the parties mutually agree to another site. Judgment on any award rendered by the arbitrator may be entered in any court having proper jurisdiction. The same person may serve both as the mediator and the arbitrator if the parties so agree. Each party shall pay an equal share of the costs of the mediation and arbitration services, but shall otherwise pay their own costs and expenses of participation. Any dispute not resolved pursuant to this paragraph may be resolved in any court with jurisdiction.

23.4 Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the parties to it, and their respective successors and assigns. Notwithstanding the foregoing, SETD may not assign any of its respective rights or delegate any of their respective duties hereunder without receiving the prior written consent of CPCCO, which shall not be unreasonably withheld.

23.5 Confidentiality. The terms of this Agreement and in particular the provisions regarding compensation, are confidential and shall not be disclosed except as necessary to the performance of this Agreement or as required by law.

23.6 No Third Party Beneficiary. Except as expressly provided in paragraph 15.3 , nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

23.7 Notice. All notices required by this Agreement shall be in writing addressed

to the party to whom the notice is directed at the address of that party set forth below the signatures on this Agreement and shall be deemed to have been given for all purposes upon receipt when personally delivered; one day after being sent, when sent by recognized overnight courier service; two days after deposit in United States mail, postage prepaid, registered or certified mail; or on the date transmitted electronically to the email address of the other party or by facsimile. Any party may designate a different mailing address or a different person for all future notices by notice given in accordance with this paragraph.

- 23.8 Attorney Fees.** In any proceeding to enforce or interpret this Agreement, seeking to enforce or invalidate an arbitration award, or otherwise arising out of or related to this Agreement, each party shall be responsible for its own attorneys' fees and costs.
- 23.9 Integration.** This Agreement is the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. This Agreement shall supersede all prior communications, representations, and agreements, oral or written, of the parties.
- 23.10 Interpretation.** The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the paragraphs themselves. Both parties have had the opportunity to review and negotiate this Agreement and consult with such attorneys and advisors as they deemed appropriate prior to execution of this Agreement. This Agreement shall not be construed against the drafting party.
- 23.11 Severability.** The invalidity of any term or provision of this Agreement shall not affect the validity of any other provision.
- 23.12 Waiver.** Waiver by any party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.
- 23.13 Governing Law.** This Agreement shall be interpreted and enforced according to the laws of the state of Oregon.
- 23.14 Counterparts.** This Agreement may be executed in multiple counterparts, each of which together shall constitute one agreement, even though all parties do not sign the same counterpart.
- 23.15 Exhibits.** All exhibits referred to in this Agreement are incorporated by reference.
- 23.16 Required OHP Contract Language.** The contract provisions set forth in attached Exhibit 2 are specifically incorporated by this reference with respect to programs offered by the State of Oregon, Oregon Health Authority. In the event there is a conflict between the language in this Agreement and the contract provisions in Exhibit 2, then Exhibit 2 shall control.

23.17 Required Medicare Contract Language. The contract provisions set forth in attached Exhibit 3 are specifically incorporated by this reference in the event this Agreement applies to Medicare beneficiaries pursuant to a contract between CPCCO and the Centers for Medicare and Medicaid Services. In the event there is a conflict between the language in this Agreement and the contract provisions in Exhibit 3, then Exhibit 3 shall control.

24. Certification. SETD is required to provide its Federal Employer Identification Number (FEIN). By SETD's signature on this Agreement, SETD hereby certifies that the FEIN provided to CPCCO is true and accurate. If this information changes, SETD is also required to provide CPCCO with the new FEIN within 10 days. By signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

24.1 The undersigned is authorized to act on behalf of SETD and that SETD is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax for Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes),

321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620;

24.2 To the best of the undersigned's knowledge, SETD has not discriminated against and will not discriminate against minority, women, or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

24.3 SETD and SETD's employees and contractors are not excluded from participation in the Medicare or Medicaid programs and are not included in the Office of Inspector General List of Excluded Individuals/Entities.

24.4 SETD and SETD's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

24.5 SETD is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" found at: <http://www.epls.gov/>;

24.6 SETD is not subject to backup withholding because: (1) SETD is exempt from backup withholding; (2) SETD has not been notified by

the IRS that Agency is subject to backup withholding as a result of a failure to report all interest or dividends; or (3) the IRS has notified SETD that SETD is no longer subject to backup withholding.

DRAFT

Authorized:

IN WITNESS WHEREOF, authorized representatives of the parties agree to the preceding terms and conditions.

Sunset Empire Transportation District :

Columbia Pacific CCO:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Address

CPCCO Notice Address:

Federal Employer Identification Number

Columbia Pacific CCO
Attention: Chief Network Officer
315 SW 5th Avenue
Portland, Oregon 97204

Exhibit 1
Special Terms and
Conditions

SETD shall comply, and shall include these requirements in all subcontracts with Transportation Providers to require all Transportation Providers to comply with the requirements set forth in this Exhibit 1.

1. Transportation Provider Standards.

- 1.1 Payment. Provider shall not bill Members for Non-Emergent Medical Transportation Services, as specified in 42 CFR 447.15.
- 1.2 Vehicle Standards. Provider shall maintain its vehicles to provide comfortable and safe Rides to Members. Provider's vehicles shall meet the following requirements:
 - 1.2.1 The interior of the vehicle shall be clean;
 - 1.2.2 Provider shall not smoke or permit smoking in the vehicle;
 - 1.2.3 Provider shall maintain appropriate safety equipment in the vehicle, including but not limited to: first aid kit, fire extinguisher, roadside reflective or warning devices, flashlight, chains or other traction devices (when appropriate), and disposable gloves.
 - 1.2.4 Provider shall maintain the vehicle in good operating condition, by providing the following: seatbelts, side and rear view mirrors, horn, and working turn signals, headlights, taillights, and windshield wipers.
 - 1.2.5 Provider shall maintain a preventative maintenance schedule, which incorporates, at a minimum, all maintenance recommended by the vehicle manufacturer. Provider shall comply with all appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. Provider shall provide all equipment necessary to transport Members using wheelchairs.
- 1.3 Drivers. Provider shall inform drivers of their job duties and responsibilities and provide training related to their job duties. Provider shall also:
 - 1.3.1 Brief drivers about the Non-Medical Transportation Services, reporting forms, vehicle operation, and the geographic area in which drivers will be providing service;
 - 1.3.2 Require drivers to complete the National Safety Council Defensive Driving course, or an equivalent course, within six months of date of hire, and renew at least every three years;
 - 1.3.3 Require drivers to complete Red Cross approved First Aid, Cardiopulmonary Resuscitation and blood spill procedure courses, or equivalent courses, within six months of date of hire, and maintain certification;
 - 1.3.4 Require drivers to complete the Passenger Service and Safety course, or equivalent course, within six months of hire;
 - 1.3.5 Establish procedures for drivers to deal with situations in which

emergency care is needed for Members that they have been assigned to transport.

- 1.4 Provider's selection of its drivers shall include:
 - 1.4.1 Verification that the driver has an appropriate and valid, unrestricted license to drive recognized by the state of Oregon according to ORS Chapter 807 and OAR Chapter 735, Division 062; and,
 - 1.4.2 Criminal background checks in accordance with OAR chapter 407, Division 7, and SETD's criminal background check implementing criteria. If a Provider or SETD desires an exception to this requirement, such exception shall be made only with the approval of CPCCO and shall be dependent upon when the crime occurred, nature of the offense, and other circumstances to assure Members will not be placed in a risk of harm from the driver. If SETD desires an exception, SETD shall submit written request to CPCCO for review. CPCCO may respond to any such request within 30 days. Failure of CPCCO to respond shall constitute a denial of the request.
2. **Disclosure.** Public Law 95-142, Sections 3 and 8 as amended in the Federal Register on July 17, 1979, requires all public and private providers of any Title XVIII, Title XIX, or Social Security Block Grant ("SSBG") services to disclose the names of all persons with an ownership interest, including a controlling interest, in SETD or Provider. It also requires disclosure of convictions of criminal offenses related to the person's involvement in any program under Title XVIII, Title XIX or SSBG. Accordingly, SETD shall immediately make these required disclosures to CPCCO when that information becomes known to SETD. CPCCO reserves the right to take action CPCCO deems appropriate on the basis of information received or SETD's failure to provide the information required by this section.
3. **Confidentiality of Member Information and Information Privacy/Security.**
 - 3.1 Confidentiality of Member Information. All information as to personal facts and circumstances obtained by SETD on the Member shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the Member, the responsible parent of a minor child, or the Member's legal guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
 - 3.2 The use or disclosure of information concerning Members shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
 - 3.3 CPCCO, SETD and any subcontractor will share information as necessary to effectively serve CPCCO Members.
 - 3.3.1 Information Privacy/Security/Access. If the work performed under this Agreement requires SETD or, when allowed, its subcontractor(s), to have access to or use any of CPCCO's computer system or other CPCCO Information Asset for which CPCCO imposes security requirements, and CPCCO grants SETD access to such CPCCO Information Assets or Network and Information Systems, SETD shall comply and require any subcontractor(s) to which such access has been granted to comply with OAR

407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

4. Grievance System.

- 4.1 Subject to CPCCO's reservation of authority over final adjudication of grievances and appeals, and subject to CPCCO's delegation oversight activities, SETD shall develop and implement a Grievance System supported with written procedures, under which CPCCO Members, or Providers acting on their behalf may challenge any Action, that includes a Grievance process, Appeal process and access to Contested Case Hearings.
 - 4.1.1 As applicable, SETD's Grievance System shall meet the requirements of Exhibit I Sections 1 through 6 of the CCO Contract, OAR 410-141-3260 through 410-141-3266 and 42 CFR 438.400 through 438.424.
 - 4.1.2 SETD shall provide CPCCO with copies of its grievance process, as reasonably requested, for CPCCO's delegation oversight activities, or in order for CPCCO to respond to the OHA in its oversight capacity.
 - 4.1.3 The Grievance System must include Grievances and Appeals related to requests for accommodation in communication or provision of services for Members with a disability or limited English proficiency.
 - 4.1.4 The Grievance System must include in its Grievance and Appeal procedures a process for Grievances and Appeals concerning communication or access to SETD Services that are Covered Services.
 - 4.1.5 SETD's Grievance System procedures are subject to CPCCO's review and approval.
 - 4.1.6 Any proposed change to SETD's approved Grievance System procedures or CPCCO's associated Grievance System is subject to OHA approval.
- 4.2 As part of its overall Grievance System, CPCCO shall delegate to SETD the responsibility for the following:
 - 4.2.1 Sending out all Notice of Actions related to functions delegated to SETD;
 - 4.2.2 Participating in (but not adjudicating) the first level of the appeals process, pursuant to OAR 410-141-0260 through 410-141-0265, in the event that a Member appeals an SETD decision;
 - 4.2.3 Initial investigation and response to grievances received by SETD or by CPCCO from a Member regarding SETD services.

In the event that a Member continues to exercise rights available beyond the first level of the appeals process or the initial investigation and response to a grievance, CPCCO will immediately notify and involve SETD staff to coordinate the appropriate and required response and participation in the Hearing.

4.2.4 SETD shall provide to all Participating Providers and Subcontractors, at the time they enter into a subcontract, the following Grievance, Appeal, and Contested Case Hearing procedures and timeframes:

- a. The Member's right to a Contested Case Hearing, how to obtain a hearing and representation rules a hearing;
- b. The Member's right to file Grievances and Appeals and their requirements and timeframes for filing;
- c. The availability of assistance in filing;
- d. The toll-free numbers to file oral Grievances and Appeals;
- e. The Member's right to request continuation of benefits during an Appeal or Contested Case Hearing filing and, if SETD's Action is upheld in a Contested Case Hearing, the Member may be liable for the cost of any continued benefits; and
- f. Any State-determined Provider appeal rights to challenge the failure of the organization to cover a service.

4.3 On a quarterly basis, SETD shall document all Grievances and Appeals using the approved State Grievance Log Sheet. SETD shall submit each prepared Grievance Log Sheet accompanied with the quarterly Grievance and Analysis Report to CPCCO no later than thirty (30) days following the end of each calendar quarter. SETD shall monitor the Grievance Log Sheets on a monthly basis for completeness and accuracy.

4.4 SETD shall maintain a record for each Grievance and Appeal, which shall include, at a minimum:

- a. Notice of Action (NOA);
- b. If filed in writing, the Grievance or Appeal;
- c. If an oral filing was received, documentation that the Grievance or Appeal was received orally;
- d. Records of the review or investigation;
- e. Notice of the resolution of the Grievance; and
- f. All written decisions and copies of all correspondence with all parties to the Grievance or Appeal.

- 4.5 Quarterly, upon request, SETD shall submit to CPCCO, a requested number of copies of the Notices of Actions that SETD has sent to Members for submission to the State with the quarterly report.
- 4.6 CPCCO shall review and analyze SETD's Grievance System no less than annually, or as necessary to comply with Quality Improvement and delegation oversight standards:
- a. review of completeness, accuracy and timeliness of documentation;
 - b. compliance with written procedures for receipt, disposition and documentation; and
 - c. compliance with the CCO Contract, state and federal regulations and laws

DRAFT

Exhibit 2
OHP Specific Provisions
Reference: Paragraph 23.16

CPCCO, INC., Inc. (“Contractor”) has entered into a Health Plan Services Contract, Coordinated Care Organization Contract with the State of Oregon, acting by and through its Oregon Health Authority (“OHA”), Division of Medical Assistance Programs (“DMAP”) and Addictions and Mental Health Division (“AMH”) to provide and pay for Coordinated Care Services (the “OHP Contract”). The OHP Contract requires that the provisions in this Exhibit be included in any subcontracts and contracts with Participating Providers. This Exhibit is incorporated by reference into and made part of the Transportation Services Agreement (the “Agreement”) with respect to goods and services rendered under the Agreement by Physician (the “Subcontractor”) to enrollees of Contractor who are enrolled in the Oregon Health Plan Medicaid managed care program (“Members”). In the event of a conflict or inconsistency with any term or condition in the Agreement relating to goods and services rendered to Members who are enrolled in the Oregon Health Plan Medicaid managed care program, this Exhibit shall control.

Subcontractor shall comply with the provisions in this Exhibit to the extent that they are applicable to the goods and services provided by Subcontractor under the Agreement; provided, however, that the Agreement shall not terminate or limit Contractor’s legal responsibilities to OHA for the timely and effective performance of Contractor’s duties and responsibilities under the OHP Contract. Capitalized terms used in this Exhibit, but not otherwise defined in the Agreement shall have the same meaning as those terms in the OHP Contract, including definitions incorporated therein by reference.

1. **OHA.** To the extent any provision in the OHP Contract applies to Contractor with respect to the Work Contractor is providing to OHA through the Agreement, that provision shall be incorporated by reference into the Agreement and shall apply equally to Subcontractor.
2. **Termination for Cause.** In addition to pursuing any other remedies allowed at law or in equity or by the Agreement, the Agreement may be terminated by Contractor, or Contractor may impose other sanctions against Subcontractor, if the Subcontractor’s performance is inadequate to meet the requirements of the OHP Contract.
3. **Monitoring.**
 - 3.1 By Contractor. Contractor will monitor the Subcontractor’s performance on an ongoing basis and perform at least once a year a formal review of compliance with delegated responsibilities and Subcontractor’s performance, deficiencies or areas for improvement, in accordance with 42 CFR 438.230. Upon identification of deficiencies or areas for improvement, Subcontractor shall take the Corrective Action identified by Contractor.
 - 3.2 By OHA. Subcontractor agrees that OHA is authorized to monitor compliance with the requirements in the Statement of Work under the OHP Contract and that methods of monitoring compliance may include review of documents submitted by Subcontractor, OHP Contract performance review, Grievances, on-site review of documentation or any other source of relevant information.
4. **Federal Medicaid Managed Care.** Subcontractor shall comply with the requirements of

42 CFR §438.6 that are applicable to the Work required under the Agreement.

5. **Hold Harmless.** Subcontractor shall not hold OHA nor a Member receiving services liable for any costs or charges related to Contractor-authorized Covered Services rendered to a Member whether in an emergency or otherwise. Furthermore, Subcontractor shall not hold a Member liable for any payments for any of the following: (a) Contractor's or Subcontractor's debt due to Contractor's or Subcontractor's insolvency; (b) Coordinated Care Services authorized or required to be provided under the OHP Contract and the Agreement to a Member, for which (i) OHA does not pay Contractor; or (ii) Contractor does not pay Subcontractor for Covered Services rendered to a Member as set forth in the Agreement; and (c) Covered Services furnished pursuant to the Agreement to the extent that those payments are in excess of the amount that the Member would owe if Contractor provided the services directly. Subcontractor may not initiate or maintain a civil action against a Member to collect any amounts owed by the Contractor for which the Member is not liable to the Subcontractor under the Agreement. Nothing in this paragraph 5 shall impair the right of the Subcontractor to charge, collect from, attempt to collect from or maintain a civil action against a Member for any of the following: (a) deductible, copayment, or coinsurance amounts, (b) health services not covered by the Contractor or the OHP Contract, and (c) health services rendered after the termination of the Agreement, unless the health services were rendered during the confinement in an inpatient facility and the confinement began prior to the date of termination of the Agreement or unless the Subcontractor has assumed post-termination treatment obligations under the Agreement.
6. **Continuation.** Subcontractor shall continue to provide Covered Services during periods of Contractor insolvency or cessation of operations through the period for which CCO Payments were made to Contractor.
7. **Billing and Payment.** Subcontractor shall not bill Members for services that are not covered under the OHP Contract unless there is a full written disclosure or waiver on file signed by the Member, in advance of the service being provided, in accordance with OAR 410-141-0420.
8. **Reports.** Subcontractor shall provide timely access to records and facilities and cooperate with OHA in collection of information through consumer surveys, on-site reviews, medical chart reviews, financial reporting and financial record reviews, interviews with staff, and other information for the purposes of monitoring compliance with the OHP Contract, including but not limited to verification of services actually provided, and for developing and monitoring performance and outcomes.
9. **Quality Improvement.** In conformance with 42 CFR 438 Subpart E, Subcontractor shall cooperate with OHA by providing access to records and facilities for the purpose of an annual, external, independent professional review of the quality outcomes and timeliness of, and access to, Services provided under the OHP Contract.
10. **Access to Records.** Subcontractor shall maintain all financial records related to the OHP Contract in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Subcontractor shall maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of Subcontractor, whether in paper, electronic or other form, that are pertinent to the OHP Contract (the "Records") in such a manner to clearly document Subcontractor's performance. Subcontractor shall provide timely and

reasonable access to Records to: (a) OHA; (b) the Secretary of State's Office; (c) CMS; (d) the Comptroller

General of the United States; (e) the Oregon Department of Justice Medicaid Fraud Control Unit; and (g) all their duly authorized representatives, to perform examinations and audits, make excerpts and transcripts, and evaluate the quality, appropriateness and timeliness of services performed. Subcontractor shall, upon request and without charge, provide a suitable work area and copying capabilities to facilities for such a review or audit.

Subcontractor shall retain and keep accessible all Records for the longer of: (a) six years following final payment and termination of the OHP Contract; (b) the period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or (c) until the conclusion of any audit, controversy or litigation arising out of or related to the OHP Contract. The rights of access in this paragraph 10 are not limited to the required retention period, but shall last as long as the Records are retained.

- 11. Clinical Records and Confidentiality of Member Records.** Subcontractor shall comply with Contractor's policies and procedures that ensure maintenance of a record keeping system that includes maintaining the security of records as required by the Health Insurance Portability and Accountability Act, 42 USC 1320d et. seq., and the federal regulations implementing the Act ("HIPAA"), and complete Clinical Records that document the Coordinated Care Services received by the Members. Contractor shall regularly monitor Subcontractor's compliance with these policies and procedures and Subcontractor shall be subject to and comply with any Corrective Action taken by Contractor that is necessary to ensure Subcontractor compliance.
- 12. Reporting of Abuse.** Subcontractor shall comply with all patient abuse reporting requirements and fully cooperate with the State for purposes of ORS 410.610 et.seq., ORS 419B.010 et.seq., ORS 430.735 et.seq., ORS 433.705 et.seq., ORS 441.630 et.seq., and all applicable Administrative Rules. In addition, Subcontractor shall comply with all protective services, investigation and reporting requirements described in OAR 943-045-0250 through 943-045-0370 and ORS 430.735 through 430.765.
- 13. Fraud and Abuse.** Subcontractor shall comply with Contractor's fraud and Abuse policies to prevent and detect fraud and Abuse activities as such activities relate to the OHP, and shall promptly refer all suspected cases of fraud and Abuse to the Contractor and the Medicaid Fraud Control Unit ("MFCU"). Subcontractor shall permit the MFCU or OHA or both to inspect, evaluate, or audit books, records, documents, files, accounts, and facilities maintained by or on behalf of Subcontractor, as required to investigate an incident of fraud and Abuse. Subcontractor shall cooperate with the MFCU and OHA investigator during any investigation of fraud and Abuse. Subcontractor shall provide copies of reports or other documentation regarding any suspected fraud at no cost to MFCU or OHA during an investigation
- 14. Certification.** Subcontractor certifies that all Claims data submissions by the Subcontractor, either directly or through a third party submitter, is and will be accurate, truthful and complete in accordance with OAR 410-141-3320 and OAR 410-120-1280.
- 15. Mental Health Services and Substance Use Disorder Services.**

 - 15.1. Member Process Monitoring System Data. If Subcontractor provides Mental Health Services and/or substance use disorder services, Subcontractor shall provide to

AMH within 30 days of Member admission or discharge all the information required by AMH's most current publication of "Member Process Monitoring System."

- 15.2. **Community Services.** If Subcontractor provides substance use disorder services, Subcontractor shall provide to Members, to the extent of available community resources and as clinically indicated, information and referral to community services which may include, but are not limited to: child care; elder care; housing; transportation; employment; vocational training; educational services; mental health services; financial services; and legal services.
- 15.3. **Training.** Where Subcontractor provides substance use disorder services and evaluates Members for access to and length of stay in substance use disorder services, Subcontractor represents and warrants that it has the training and background in substance use disorder services and working knowledge of American Society of Addiction Medicine Patient Placement Criteria for the Treatment of Substance-Related Disorders, Second Edition-Revised (PPC-2R).
16. **State Provisions.** Subcontractor shall comply with all State and local laws, rules, regulations, executive orders and ordinances applicable to the OHP Contract or to the performance of Work under the Agreement, including but not limited to the following: (a) ORS Chapter 659A.142; (b) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations; (c) OHA rules pertaining to the provision of prepaid capitated health care and services, OAR Chapter 410, Division 141; and (d) all other OHA Rules in OAR Chapter 410. These laws, rules, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to the OHP Contract and required by law to be so incorporated. Subcontractor shall, to the maximum extent economically feasible in the performance of the Agreement pertinent to the OHP Contract, use recycled paper (as defined in ORS 279A.010 (1) (gg)), recycled PETE products (as defined in ORS 279A.010 (1) (hh)), and other recycled products (as "recycled products" is defined in ORS 279A.010 (1) (ii)).
17. **Americans with Disabilities Act.** In compliance with the Americans with Disabilities Act of 1990, any written material that is generated and provided by Subcontractor under the OHP Contract to Members, including Medicaid-Eligible Individuals, shall, at the request of such individuals, be reproduced in alternate formats of communication, to include Braille, large print, audiotape, oral presentation, and electronic format. Subcontractor shall not be reimbursed for costs incurred in complying with this provision.
18. **Information/Privacy/Security/Access.** If the items or services provided under the Agreement permits Subcontractor to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Contractor access to such OHA Information Assets or Network and Information Systems, Subcontractor shall comply with OAR 407-014-0300 through OAR 407-014-0320.
19. **Governing Law, Consent to Jurisdiction.** The OHP Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding between the OHA (or any other agency or department of the State of Oregon) and Subcontractor that arises from or relates to the OHP Contract shall be brought and conducted solely and exclusively within the Circuit Court of [REDACTED] County for the State of Oregon; provided, however, if a claim

must be brought in a federal forum, then it shall be conducted solely and exclusively within the United States District Court of the District of Oregon. In no event shall this paragraph 19 be

construed as a waiver of the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. **SUBCONTRACTOR, BY EXECUTION OF THE AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

20. Independent Contractor.

- 20.1. Not an Employee of the State. Subcontractor represents and warrants that it is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 20.2. Current Work for State or Federal Government. If Subcontractor is currently performing work for the State of Oregon or the federal government, Subcontractor by signature to the Agreement represents and warrants that Subcontractor's Work to be performed under the Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Subcontractor currently performs work would prohibit Subcontractor's work under the Agreement or the OHP Contract. If compensation under the Agreement is to be charged against federal funds, Subcontractor certifies that it is not currently employed by the federal government.
- 20.3. Taxes. Subcontractor shall be responsible for all federal and State of Oregon taxes applicable to compensation paid to Subcontractor under the Agreement, and unless Subcontractor is subject to backup withholding, OHA and Contractor will not withhold from such compensation any amount to cover Subcontractor's federal or State tax obligations. Subcontractor shall not be eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Subcontractor under the Agreement, except as a self-employed individual.
- 20.4. Control. Subcontractor shall perform all Work as an independent contractor. Subcontractor understands that OHA reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product; however, OHA may not and will not control the means or manner of Subcontractor's performance. Subcontractor is responsible for determining the appropriate means and manner of performing the Work delegated under the Agreement.

21. **Representations and Warranties.** Subcontractor represents and warrants to Contractor that: (a) Subcontractor has the power and authority to enter into and perform the Agreement; (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Subcontractor enforceable in accordance with its terms, (c) Subcontractor has

the skill and knowledge possessed by well-informed Members of its industry, trade or

profession and Subcontractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Subcontractor's industry, trade or profession; and (d) Subcontractor shall, at all times during the term of the Agreement, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

22. Assignment, Successor in Interest. Subcontractor shall not assign or transfer its interest in the Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other matter, without prior written consent of Contractor. Any such assignment or transfer, if approved, is subject to such conditions and provisions as Contractor and OHA may deem necessary, including but not limited to Exhibit B, Part 8, Section 14 of the OHP Contract. No approval by Contractor of any assignment or transfer of interest shall be deemed to create any obligation of Contractor in addition to those set forth in the Agreement. The provisions of the Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

- 23. Subcontracts.** Where Subcontractor is permitted to subcontract certain functions of the Agreement, Subcontractor shall notify Contractor, in writing, of any subcontract(s) for any of the Work required by the OHP Contract other than information submitted in Exhibit G of the OHP Contract. In addition, Subcontractor shall ensure that any subcontracts are in writing and include all the requirements set forth in this Exhibit that are applicable to the service or activity delegated under the subcontract.
- 24. Severability.** If any term or provision of the OHP Contract, the Agreement or this Exhibit is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the OHP Contract, the Agreement or this Exhibit did not contain the particular term or provision held to be unlawful.
- 25. Limitations of Liabilities.** Subcontractor agrees that OHA and Contractor shall not be held liable for any of Subcontractor's debts or liabilities in the event of insolvency.
- 26. Compliance with Federal Laws.** Subcontractor shall comply with federal laws as set forth or incorporated, or both, in the OHP Contract and all other federal laws applicable to Subcontractor's performance relating to the OHP Contract or the Agreement. For purposes of the OHP Contract and the Agreement, all references to federal laws are references to federal laws as they may be amended from time to time. In addition, unless exempt under 45 CFR Part 87 for Faith-Based Organizations, or other federal provisions, Subcontractor shall comply with the following federal requirements to the extent that they are applicable to the OHP Contract and the Agreement:
- 26.1. Federal Provisions. Subcontractor shall comply with all federal laws, regulations, and executive orders applicable to the OHP Contract or to the delivery of Work under the Agreement. Without limiting the generality of the foregoing, Subcontractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the OHP Contract and the

- Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of community mental health programs, including without limitation, all federal laws requiring reporting of Member abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the OHP Contract and the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 USC 14402.
- 26.2. Equal Employment Opportunity. If the OHP Contract, including amendments, is for more than \$10,000, then Subcontractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 26.3. Clean Air, Clean Water, EPA Regulations. If the OHP Contract, including amendments, exceeds \$100,000 then Subcontractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 USC 1251 to 1387), specifically including, but not limited to Section 508 (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under nonexempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, the U.S. Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Subcontractor shall include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this subparagraph.
- 26.4. Energy Efficiency. Subcontractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC 6201 et seq. (Pub. L. 94-163).
- 26.5. Truth in Lobbying. Subcontractor certifies, to the best of the Subcontractor's knowledge and belief that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any

federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. Subcontractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and Subcontractors shall certify and disclose accordingly.

26.6. HIPAA Compliance. Subcontractor acknowledges and agrees that Contractor is a "covered entity" for purpose of the privacy and security provisions of HIPAA. Accordingly, Subcontractor shall comply with HIPAA and the following:

- a. Individually Identifiable Health Information ("IIHI") about specific individuals is protected from unauthorized use or disclosure consistent with the requirement of HIPAA. IIHI relating to specific individuals may be exchanged between Subcontractor and Contractor and between Subcontractor and OHA for purposes directly related to the provision of services to Members which are funded in whole or in part under the OHP Contract. However, Subcontractor shall not use or disclose any IIHI about specific individuals in a manner that would violate (i) the HIPAA Privacy Rules in CFR Parts 160 and 164; (ii) the OHA Privacy Rules, OAR 407-014-0000 et.seq., or (iii) the OHA Notice of Privacy Practices, if done by OHA. A copy of the most recent OHA Notice of Privacy Practices is posted on the OHA web site at: <https://apps.state.or.us/Forms/Served/DE2090.pdf>, or may be obtained from OHA.
- b. Subcontractor shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rule in 45 CFR Part 164 to ensure that Member Information is used by or disclosed only to the extent necessary for the permitted use or disclosure and consistent with applicable State and federal laws and the terms and conditions of the OHP Contract and the Agreement. Security incidents involving Member Information must be immediately reported to the Contractor's privacy officer and to the Oregon Department of Human Services' ("DHS") Privacy Officer.
- c. Subcontractor shall comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the DHS Electronic Data Transmission Rules, OAR 410-001-0000 through 410-001-0200. If Contractor intends to exchange electronic data transactions with OHA in

connection with Claims or encounter data, eligibility or enrollment information, authorizations or other electronic transactions, Subcontractor shall comply with OHA Electronic Data Transmission Rules.

- d. If Subcontractor reasonably believes that the Contractor's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Subcontractor shall promptly consult Contractor or the OHA HIPAA officer.

26.7. Resource Conservation and Recovery. Subcontractor shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency.

26.8. Audits. Subcontractor shall comply with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

26.9. Debarment and Suspension. Subcontractor represents and warrants that it is not excluded by the U.S. Department of Health and Human Services Office of the Inspector General or listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension."

26.10. Drug-Free Workplace. Subcontractor shall comply with the following provisions to maintain a drug-free workplace:

- a. Subcontractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Subcontractor's workplace or while providing services to Members. Subcontractor's notice shall specify the actions that will be taken by Subcontractor against its employees for violation of such prohibitions;
- b. Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, Subcontractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations;
- c. Provide each employee to be engaged in the performance of services under the Agreement a copy of the statement mentioned in subparagraph 26.10.a above;
- d. Notify each employee in the statement required by subparagraph 26.10.a

that, as a condition of employment to provide services under the OHP Contract the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

- e. Notify OHA and Contractor within ten days after receiving notice under subparagraph 26.10.d from an employee or otherwise receiving actual notice of such conviction;
- f. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988;
- g. Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs 26.10.a through 26.10.f;
- h. Require any subcontractor to comply with subparagraphs 26.10.a through 26.10.g;
- i. Neither Subcontractor, nor any of Subcontractor's employees, officers, agents or subcontractors may provide any service required under the Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Subcontractor or Subcontractor's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Subcontractor or Subcontractor's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to Members or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities;
- j. Violation of any provision of this subparagraph 26.10 may result in termination of the Agreement and the OHP Contract.

26.11. Pro-Children Act. Subcontractor shall comply with the Pro-Children Act of 1994 (codified at 20 USC Section 6081 et. seq.).

26.12. Clinical Laboratory Improvements. Subcontractor and any laboratories used by Subcontractor shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and ORS 438, which require that all laboratory testing sites providing services under the OHP Contract shall have either a Clinical Laboratory Improvement Amendments ("CLIA") certificate of waiver or a certificate of registration along with a CLIA identification number. Laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of the waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

26.13. OASIS. To the extent applicable, Subcontractor shall comply with the Outcome and

Assessment Information Set (“OASIS”) reporting requirements and patient notice requirements for skilled services provided by Home Health Agencies, pursuant to the CMS requirements published in 64 FR 3764, 64 FR 3748, 64 FR 23846, and 64 FR 32984, and such subsequent regulations as CMS may issue in relation to the OASIS program.

26.14. **Patient Rights Condition of Participation.** To the extent applicable, Subcontractor shall comply with the Patient Rights Condition of Participation that hospitals must meet to continue participation in the Medicaid program, pursuant to 42 CFR Part

482. For purposes of this Exhibit, hospitals include short-term, psychiatric, rehabilitation, long-term, and children’s hospitals.

26.15. **Federal Grant Requirements.** Subcontractor shall not expend any of the funds paid under the Agreement for roads, bridges, stadiums, or any other item or service not covered under the Oregon Health Plan (“OHP”).

26.16. **Title II of the Americans with Disabilities Act.** Subcontractor shall comply with the integration mandate in 28 CFR 35.130(d), Title II of the Americans with Disabilities Act and its implementing regulations published in the Code of Federal Regulations.

27. Marketing. Subcontractor shall not initiate contact nor Market independently to potential Members, directly or through any agent or independent contractor, in an attempt to influence an OHP Member’s Enrollment with Contractor, without the express written consent of OHA. Subcontractor shall not conduct, directly, door-to-door, telephonic, mail, electronic, or other Cold Call Marketing practices to entice a Member to enroll with Contractor, or to not enroll with another OHP contractor. Subcontractor shall not seek to influence a Member’s Enrollment with the Contractor in conjunction with the sale of any other insurance. Furthermore, Subcontractor understands that OHA must approve, prior to distribution, any written communication by Subcontractor that (a) is intended solely for Members, and (b) pertains to provider requirements for obtaining coordinated care services, care at service site or benefits. Notwithstanding anything to the contrary in this paragraph 27, Subcontractor may post a sign listing all OHP Coordinated Care Organizations to which Subcontractor belongs and display Coordinated Care Organization-sponsored health promotional materials.

28. Workers’ Compensation Coverage. If Subcontractor employs subject workers, as defined in ORS 656.027, then Subcontractor shall comply with ORS 656.017 and shall provide workers’ compensation insurance coverage for those workers, unless they meet the requirements for an exemption under ORS 656.126(2).

29. Third Party Resources.

29.1. **Provision of Covered Services.** Subcontractor may not refuse to provide Covered Services to a Member because of a Third Party Resource’s potential liability for payment for the Covered Services.

29.2. **Reimbursement.** Subcontractor understands that where Medicare and Contractor have paid for services, and the amount available from the Third Party Liability is not sufficient to satisfy the Claims of both programs to reimbursement, the Third Party Liability must reimburse Medicare the full amount of its Claim before any other entity, including Subcontractor, may be paid. In addition, if a Third Party has reimbursed Subcontractor, or if a Member, after receiving payment from a Third

Party Liability, has reimbursed Subcontractor, the Subcontractor shall reimburse Medicare up to the full amount the Subcontractor received, if Medicare is unable to recover its payment from the remainder of the Third Party Liability payment.

- 29.3. Confidentiality. When engaging in Third Party Resource recovery actions, Subcontractor shall comply with federal and State confidentiality requirements, described in Exhibit E of the OHP Contract.
- 29.4. No Compensation. Except as permitted by the OHP Contract including Third Party Resources recovery, Subcontractor may not be compensated for Work performed under the OHP Contract from any other department of the State, nor from any other source including the federal government.
- 29.5. Third Party Liability. Subcontractor shall maintain records of Subcontractor's actions related to Third Party Liability recovery, and make those records available for Contractor and OHA review.
- 29.6. Right of Recovery. Subcontractor shall comply with 42 USC 1395y(b), which gives Medicare the right to recover its benefits from employers and workers' compensation carriers, liability insurers, automobile or no fault insurers, and employer group health plans before any other entity including Contractor or Subcontractor.
- 29.7. Disenrolled Members. If OHA retroactively disenrolls a Member at the time the Member acquired Third Party Liability insurance, pursuant to OAR 410-141-3080(2)(b)(D) or 410-141-3080(3)(a)(A), Subcontractor may not seek to collect from a Member (or any financially responsible Representative) or any Third Party Liability, any amounts paid for any Covered Services provided on or after the date of Disenrollment.

30. Preventive Care. Where Subcontractor provides Preventive Care Services, all Preventive Care Services provided by Subcontractor to Members shall be reported to Contractor and shall be subject to Contractor's Medical Case Management and Record Keeping responsibilities.

31. Accessibility.

- 31.1. Timely Access, Hours. Subcontractor shall meet OHP standards for timely access to care and services, taking into account the urgency of the need for services as specified in OAR 410-141-3220. This requirement includes that Subcontractor offer hours of operation that are not less than the hours of operation offered to Contractor's commercial Members (as applicable) and non-Members as provided in OAR 410-141-3220.
- 31.2. Special Needs. Subcontractor and Subcontractor's facilities shall meet the special needs of Members who require accommodations because of a disability or limited English proficiency.

32. Member Rights.

- 32.1. Treating Members with Respect and Equality. If Subcontractor is a Participating Provider, Subcontractor shall treat each Member with respect and with due consideration for his or her dignity and privacy. In addition, Subcontractor shall

treat each Member the same as other patients who receive services equivalent

to Covered Services.

- 32.2. Information on Treatment Options. If Subcontractor is a Participating Provider, Subcontractor shall ensure that each Member receives information on available treatment options and alternatives in a manner appropriate to the Member's condition and ability to understand.
- 32.3. Participation Decisions. If Subcontractor is a Participating Provider, Subcontractor shall allow each Member to participate in decisions regarding his or her healthcare, including the right to refuse treatment, and decisions regarding coordination of follow up care.
- 32.4. Copy of Medical Records. Subcontractor shall ensure that each Member is allowed to request and receive a copy of his or her medical records and request that they be amended or corrected as specified in 45 CFR 164.524 and 164.526.
- 32.5. Exercise of Rights. Subcontractor shall ensure that each Member is free to exercise his or her rights, and that the exercise of those rights does not adversely affect the way the Subcontractor, its staff, its subcontractors, its Participating Providers, or OHA treat the Member.
33. **Grievance System.** Subcontractor shall cooperate with DHS's Governor's Advocacy Office, the OHA Ombudsman and hearing representatives in all of the OHA's activities related to Members' grievances, appeals and hearings including providing all requested written materials.
34. **Authorization of Service.** Subcontractor shall follow Contractor's procedures for the initial and continuing authorizations for services as defined in OAR 410-141-0000, which requires that any decision to deny a service authorization request or to authorize a service in an amount, duration or scope that is less than requested, be made by a Health Care Professional who has appropriate clinical expertise in treating the Member's health or mental health condition or disease in accordance with 42 CFR 438.210. In addition, Subcontractor must obtain authorization for Covered Services from Contractor, except to the extent prior authorization is not required in OAR 410-141-2420 or elsewhere in the OHP Contract Statement of Work.
35. **Non-Discrimination.** Subcontractor shall not discriminate between Members and non-OHP persons as it relates to benefits and services to which they are both entitled.
36. **Record Keeping System.** If Subcontractor is a Participating Provider, Subcontractor shall, based on written policies and procedures, develop and maintain a record keeping system that: (a) includes sufficient detail and clarity to permit internal and external review to validate encounter submissions and to assure Medically Appropriate services are provided consistent with the documented needs of the Member; (b) conforms to accepted professional practice; and (c) allows the Subcontractor to ensure that data submitted to Contractor is accurate and complete by: (i) verifying the accuracy and timeliness of reported data; (ii) screening the data for completeness, logic, and consistency; and (iii) collecting service information in standardized formats to the extent feasible and appropriate.

- 37. Enrollment; Unique Provider Identification Number.** Each of Subcontractor's Physicians and other qualified providers, if any, shall be enrolled with OHA and have a unique provider identification number that complies with 42 USC 1320d-2(b).
- 38. Accreditation.** If Subcontractor is a Participating Provider, all programs operated by Subcontractor shall be accredited by nationally recognized organizations recognized by OHA for the services provided, TJC, and/or be certified under OAR 309-012-0130 et.seq., or licensed under ORS Chapter 443 by the State of Oregon to deliver specified services including, OAR 309-032-0175 through 309-032-1565.
- 39. Advocacy.** Except as provided in the OHP Contract, Contractor shall not prohibit or otherwise limit or restrict Subcontractor's Health Care Professionals acting within the lawful scope of practice, from advising or advocating on behalf of a Member, who is a patient of the professional, for the following : (a) for the Member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered, that is Medically Appropriate even if such care or treatment is not covered under the OHP Contract or is subject to Co-Payment; (b) any information the Member needs in order to decide among relevant treatment options; (c) the risks, benefits, and consequences of treatment or non-treatment; and (d) the Member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.
- 40. Health Information Technology.** Subcontractor shall (a) be registered with a statewide or local Direct-enabled Health Information Service Provider, or (b) be a Member of an existing Health Information Organization with the ability for providers on any electronic health record system (or with no electronic health record system) to be able to share electronic information with any other provider within the Contractor's network.
- 41. No Actions.** To the extent Subcontractor is a Participating Provider, Subcontractor represents and warrants that neither the state nor federal government has brought any past or pending investigations, legal actions, administrative actions, or matters subject to arbitration involving the Subcontractor, including key management or executive staff, over the past three years on matters relating to payments from governmental entities, both federal and state, for healthcare or prescription drug services.
- 42. Notice of Termination.** Subcontractor acknowledges and agrees that Contractor will provide written notice of the termination of Subcontractor's agreement with Contractor to provide Covered Services to Members, within 15 days of such termination, to each Member who received his or her primary care from, or was seen on a regular basis by, the Subcontractor.

Exhibit 3
CMS Specific Provisions
Reference: Paragraph 23.17

CPCCO, Inc., Inc. (“CPCCO”) participates in the Medicare Advantage Plan (“MA Plan”) as a Medicare Advantage Organization pursuant to a contract (the “MA Contract”) with the U.S. Department of Health and Human Services (“HHS”), Centers for Medicare and Medicaid Services (“CMS”) and may participate in other Medicare plans. In accordance with the MA Contract and MA Plan regulations the provisions in this Exhibit are included in any subcontracts or agreements with providers. This Exhibit is incorporated by reference into and made part of the Transportation Services Agreement (the “Agreement”) with respect to goods and services rendered under the Agreement by Physician (the “Subcontractor”) to Members who are enrolled in CPCCO’s MA Plan (the “Contractor Plan”). In the event of any conflict or inconsistency with any term or condition in the Agreement relating to goods and services rendered to Contractor Plan Members (“Members”), this Exhibit shall control. Subcontractor shall comply with the provisions in this Exhibit to the extent that they are applicable to the goods and services provided by Subcontractor under the Agreement.

1. Compliance with Law.

- 1.1. **Medicare Program.** The Medicare Advantage program is governed by applicable statutes and regulations, including but not limited to 42 USC § 1395w-21 *et seq.* and 42 CFR Part 422, and the MA Contract. CPCCO is ultimately responsible to CMS for complying with all terms and conditions of the MA Contract. However, Subcontractor agrees that it will comply with all applicable laws, regulations, CMS instructions and the MA Contract in providing services in connection with the Medicare Advantage program under the Agreement.
- 1.2. **Other Laws.** Subcontractor agrees to comply with federal and state laws affecting the rights of Members. Applicable federal laws include, but are not limited to: (i) HIPAA administrative simplification rules at 45 CFR Parts 160, 162, and 164; and (ii) federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse to include but not limited to applicable provisions of federal criminal law, the False Claims Act (31 U.S.C. 3729 *et seq.*), and the anti-kickback statute (§1128B(b) of the Act).

2. **Access to Records; Audit.** Subcontractor agrees that HHS, the U.S. Comptroller General, CPCCO, or their designees have the right to inspect, evaluate and audit any contracts, books, documents, papers, medical records, patient care documentation and records of the Subcontractor or its related entity(s), contractor(s), or subcontractor(s) involving transactions related to the MA Contract. This right of HHS, the Comptroller General, CPCCO, or their designees to inspect, evaluate and audit any pertinent information for any particular contract period will continue for ten (10) years following (i) the date of termination of the Agreement; or (ii) completion of any audit commenced prior to termination of the Agreement, whichever is later, unless such ten year period is further extended for reasons specified in 42 CFR § 422.504(e)(4). Subcontractor agrees to maintain financial, clinical, and other records pertinent to the Agreement to permit inspection, evaluation and audit of such records as specified in this Section 2 and agrees to cooperate, assist, and provide information to HHS, the Comptroller General, CPCCO, or their designees, as requested.

3. Member Protections.

- 3.1. **Hold Harmless.** Subcontractor agrees to hold Members harmless for the payment of fees that are the legal obligation of CPCCO, for example, as a result of CPCCO's insolvency, contract breach, or other financial difficulty.
- 3.2. **Medicare and Medicaid Eligible.** For all Members who are enrollees eligible for both Medicare and Medicaid, Subcontractor shall hold Members harmless for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Accordingly, Subcontractor shall accept CPCCO's payment for services provided to Members as payment in full, or shall bill the appropriate State source.
- 3.3. **Continuation of Benefits.** As applicable, Subcontractor agrees to provide for continuation of health care benefits for all Members, for the duration of the contract period for which CMS payments have been made; and for Members who are hospitalized, on the date the MA Contract terminates, or in the event of CPCCO's insolvency, through the date of the Member's discharge.

4. Confidentiality and Member Records. Subcontractor agrees to comply with all federal and state laws regarding confidentiality requirements of Member information. Subcontractor will use and disclose Member health information and enrollment information only in accordance with applicable federal or state law and agrees to safeguard Member privacy and confidentiality and assure accuracy of Member health records. Subcontractor will ensure that Members receive timely access to the records and information that pertain to them.

1. Delegation. Performance of Subcontractor will be monitored by CPCCO on an ongoing basis. In the event that CPCCO should determine that Subcontractor is in material breach of its agreed delegated activities or reporting requirements, CPCCO may at any time, revoke such delegation and requirements upon thirty (30) days prior written notice to SETD and Subcontractor of said breach. If said material breach cannot reasonably be cured within thirty (30) days, then this Agreement shall not terminate if the defaulting party uses reasonable efforts and diligence to commence curing said problem within the 30-day period and completes the cure to said problem within a reasonable time thereafter.

2. Credentialing. Where the Subcontractor or an affiliate performs provider credentialing for CPCCO, all CPCCO credentialing requirements, including all applicable Medicare Advantage credentialing requirements, must be met. The credentials of medical professionals providing services to Members will be either reviewed by CPCCO or CPCCO will review and approve, and audit on an on-going basis, the credentialing process.

3. Subcontracts. Subcontractor shall not subcontract or delegate any of Subcontractor's duties under the Agreement relating to the MA Contract without the prior written consent of CPCCO. CPCCO retains the right to approve, suspend, or terminate any such arrangement. Subcontractor will cause all services or activities performed by persons other than Subcontractor that relate to the Agreement or the provision of health care or administrative services for or with respect to the MA Plan or Members in the MA Plan ("Contract Providers") to be subject to and performed in accordance with the terms and

conditions of the Agreement, and to be consistent and comply with CPCCO's obligations

under the MA Contract. Subcontractor shall also cause each agreement with Contract Providers (the "Contract Provider Agreement") to contain all provisions required by applicable law to be in such agreement, or to otherwise satisfy such applicable law, including but not limited to those provisions required by 42 CFR 422.504(i). A Contract Provider Agreement includes every direct agreement between Subcontractor and a Contract Provider and every subcontract between two Contract Providers relating to the Agreement for or with respect to the MA Plan or Members in the MA Plan.

4. **Reporting Requirements.** Subcontractor will maintain and provide to CPCCO data and information reasonably requested by CPCCO to permit CPCCO to comply with reporting requirements under the MA Contract, including but not limited to data and information necessary to (1) administer and evaluate the Medicare Advantage program, (2) establish and facilitate a process for current and prospective beneficiaries to exercise choice in obtaining Medicare services, (3) allow CPCCO to provide CMS data and information with respect to: the cost of its operations; the patterns of utilization of its services; the availability, accessibility and acceptance of its services; developments in the health status of Members; and fiscal soundness.
5. **Physical Premises.** Subcontractor agrees to allow HHS, the Comptroller General, or their designees to evaluate through inspection and other means the premises, physical facilities and equipment and records of the Subcontractor that pertain to Members and any additional information that CMS may require.
6. **Provider-Patient Relationship.** Subcontractor shall maintain the provider-patient relationship and nothing in the Agreement shall contain any provision that interferes with the provider-patient relationship.
7. **Prompt Payment.** CPCCO agrees to provide prompt payment in accordance with the terms agreed to between CPCCO and Subcontractor in the Agreement.
8. **Provider Selection.** If the Agreement provides for the selection of providers by the Subcontractor or its designee, then CPCCO retains the right to approve, suspend, or terminate any such arrangement.
9. **Policies and Procedures.** Subcontractor agrees to comply with CPCCO's policies and procedures that include Medicare Advantage-related provisions and provisions relating to Medicare Managed Care Manual, Chapter 11 – Medicare Advantage Application Procedures and Contract Requirements, Section 100.4. These Medicare Advantage related provisions include, but are not limited to, the following:
 - 9.1. Provide benefits to Members who permanently move into a "continuation area."
 - 9.2. Prohibition against discrimination based on health status.
 - 9.3. Pay for emergency and urgently needed services.
 - 9.4. Pay for renal dialysis for those temporarily out of a service area.
 - 9.5. Provide direct access to mammography and influenza vaccinations.
 - 9.6. Not impose co-payments for influenza and pneumococcal vaccines.

- 9.7. Maintain written agreements with providers to demonstrate “adequate” access to benefits.
- 9.8. Provide or arrange for direct access to women’s specialists for routine and preventive services.
- 9.9. Ensure services available 24hrs/day, 7days/week, when medically necessary.
- 9.10. Adhere to CMS marketing provisions.
- 9.11. Ensure services are provided in a culturally competent manner.
- 9.12. Maintain procedures to inform Members of follow-up care or provide training in self-care as necessary.
- 9.13. Document in a prominent place in the medical record if an individual has executed an advance directive.
- 9.14. Provide services in a manner consistent with professionally recognized standards of care.
- 9.15. Specify payment and incentive arrangements as necessary.
- 9.16. Make a good faith effort to notify all affected Members of the termination of a provider contract 30 calendar days before the termination by Plan(s) or provider.
- 9.17. Submit complete and accurate risk adjustment data, as required by CMS, to CPCCO.
- 9.18. Comply with medical policy, quality improvement programs, and medical management procedures.
- 9.19. Disclose to CMS and CPCCO quality and performance indicators for plan benefits regarding (1) disenrollment rates for beneficiaries enrolled in the plan for the previous two years, (2) Member satisfaction and (3) health outcomes.
- 9.20. Prohibit use of excluded practitioners.
- 9.21. Adhere to appeals/grievance procedures.

10. Part D. Where CPCCO is a Part D plan sponsor the following provisions also apply.

- 10.1. **Access to Records; Audit.** Subcontractor agrees that HHS, the U.S. Comptroller General, CPCCO, or their designees have the right to inspect, evaluate and audit any pertinent contracts, books, documents, papers, and records of Subcontractor or related entity(s), contractor(s), or subcontractor(s) involving transactions related to CMS’ Part D contract with CPCCO (“Part D Plan Contract”). HHS’, the Comptroller General’s, CPCCO’s, or their designee’s right to inspect, evaluate and audit any pertinent information for any particular contract period will exist for ten (10) years following (a) the date of termination of the Agreement or (b) completion of any audit commenced prior to termination of the Agreement, whichever is later, unless such ten year period is further extended for reasons specified in 42 CFR § 423.505(e)(4). Subcontractor agrees to maintain financial, clinical, and other records pertinent to the Agreement to permit inspection, evaluation and audit of such records as specified in this Section 14.1.

- 10.2. **Member Protections.** Subcontractor agrees to hold Members harmless for the payment of fees that are the legal obligation of CPCCO.
- 10.3. **Delegation.** With respect to all activities and responsibilities of CPCCO under the Part D Plan Contract that are delegated to Subcontractor pursuant to the Agreement or otherwise, Subcontractor agrees to cooperate in ensuring that such delegation is clearly specified in writing, and that responsibility for reporting to CMS is clear. CPCCO maintains ultimate responsibility for compliance with the Part D Plan Contract and is required to monitor such delegated activities on an ongoing basis. Any such delegated activities must be consistent and comply with the Part D Plan Contract. In the event that either CMS or CPCCO should determine that Subcontractor has not satisfactorily performed such delegated activities or reporting requirements, CPCCO may at any time revoke such delegation if CMS or CPCCO determines that Subcontractor has not performed satisfactorily.
- 10.4. **Subcontracts.** Subcontractor shall not subcontract or delegate any of Subcontractor's duties under the Agreement relating to the Part D Plan Contract without the prior written consent of CPCCO. CPCCO retains the right to approve, suspend, or terminate any such arrangement. Subcontractor will cause all services or activities performed by persons other than Subcontractor that relate to the Agreement to be subject to and performed in accordance with the terms and conditions of the Agreement, and to be consistent and comply with CPCCO's obligations under the Part D Plan Contract.

EXHIBIT 4
Compensation Schedule

DRAFT



Agreement Number 145880

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as “DHS” and

**Sunset Empire Transportation District
900 Marine Drive
Astoria, OR 97013
Contact: Jason Jones
Telephone: (503) 861-5398
Facsimile: (503) 861-0553
E-mail address: jason@ridethebus.org**

hereinafter referred to as “Agency.”

Work to be performed under this Agreement relates principally to the DHS’

**Child Welfare Program
District 1, Clatsop County
500 N Hwy 30
Saint Helens, Oregon 97051
Contract Administrator: Terri Stone or delegate
Telephone: (503) 366-8304
Facsimile: (503) 397-7716
E-mail address: terri.stone@state.or.us**

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on August 15, 2014, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on June 30, 2015. Agreement termination or expiration shall not extinguish or prejudice either party’s right to enforce this Agreement with respect to any default by the other party that has not been cured.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Required Federal Terms and Conditions

There are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified in it.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, A, B, and C.

c. For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by Agency as set forth in Exhibit A.

3. Consideration.

a. The maximum not-to-exceed amount payable to Agency under this Agreement, which includes any allowable expenses, is \$25,000.00. DHS will not pay Agency any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

b. DHS will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. Vendor or Sub-Recipient Determination. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, DHS’ determination is that:

Agency is a sub-recipient; **OR** Agency is a vendor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.658

5. Agency Data and Certification.

a. **Agency Information.** Agency shall provide information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

Please print or type the following information

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Agency Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: () _____ Facsimile: () _____

Federal Employer Identification Number: _____

Proof of Insurance:

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

The above information must be provided prior to Agreement execution. Agency shall provide proof of insurance upon request by DHS or DHS designee.

b. Certification. The Agency acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Agency and that pertains to this Agreement or to the project for which the Agreement work is being performed. The Agency certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Agency further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Agency. Without limiting the generality of the foregoing, by signature on this Agreement, the Agency hereby certifies that:

- (1) Under penalty of perjury the undersigned is authorized to act on behalf of Agency and that Agency is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;

- (2) The information shown in this Section 5., Agency Data and Certification, is Agency's true, accurate and correct information;
 - (3) To the best of the undersigned's knowledge, Agency has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - (4) Agency and Agency's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
 - (5) Agency is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at <https://www.sam.gov/portal/public/SAM/>; and
 - (6) Agency is not subject to backup withholding because:
 - (a) Agency is exempt from backup withholding;
 - (b) Agency has not been notified by the IRS that Agency is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Agency that Agency is no longer subject to backup withholding.
- c. Agency is required to provide its Federal Employer Identification Number (FEIN). By Agency's signature on this Agreement, Agency hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, Agency is also required to provide DHS with the new FEIN within 10 days.

AGENCY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT AGENCY HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

AGENCY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS

6. Signatures.

Sunset Empire Transportation District
By:

Authorized Signature	Title	Date
----------------------	-------	------

State of Oregon acting by and through its Department of Human Services
By:

Authorized Signature	Title	Date
----------------------	-------	------

Approved for Legal Sufficiency:

Not Required per OAR 137-045-0030(1)(a)

Assistant Attorney General Date

Office of Contracts and Procurement:

Contract Specialist	Date
---------------------	------

EXHIBIT A

Part 1 Statement of Work

1. Overview and Background

- a. The Strengthening, Preserving and Reunifying Families (“SPRF”) Program was created by the Oregon legislature with the goal of reducing trauma to children who are removed from their families of origin because of reasons of abuse or neglect, and to resolve those issues by means of offering family-focused services starting at the assessment phase of the case and extending into aftercare when children are returned home.
- b. The overall goals of the SPRF Program are to safely and equitably reduce the number of children in the foster care system, reduce the length of stay of children in foster care, maintain children safely with their parents or caregivers in their own homes, and to reduce the re-referral and reentry rates of families into the Child Welfare system.
- c. Services provided are culturally-competent, evidenced-based, Client-centered, and family-focused. SPRF Program services can be both front-end intervention programs in the home and community to support and maintain in-home placement; or services in the home, community with the foster parent, child and parents or caregivers to support early reunification programs.
- d. The services provided under this Agreement are focused primarily on services to families who reside in Clatsop County and whose Children have been removed, or are at significant risk of removal, for reason of abuse or neglect, or Children who are currently in substitute care returning home or those with a plan of returning home to their family or caregivers.
- e. The inability to get to needed services when a child is in foster care placement is a direct contributor to children staying in foster care far too long. Often parents do not have transportation available to them to get to their visits when their children are in care. The county is spread out and many of the services are in Astoria, the county seat. Clients living in communities other than the county seat are hard pressed to get to their required court ordered appointments and to visits. Many of our Clients are unemployed and cannot afford to own and operate a vehicle, let alone pay for gasoline. Research shows us that the length of time children stay in care is reduced with more opportunities to connect with their parents. Visitation is this opportunity to connect. We also have cases where children are not in care and services are needed to support parents in keeping their children with them in home. Often Clients do not have the means to transportation to these services.
- f. Under the provisions of this Agreement, the Agency provides non-medical transportation from all areas of Clatsop County. Agency’s Volunteer Drivers, which Agency recruits, trains, dispatches; and reimburses, would transport Child Welfare Clients to visits and to other appointments related to their Child Welfare case. This would afford Clients to be provided rides to court, drug and alcohol

appointments, mental health appointments, appointments with their attorneys, appointments to obtain employment, housing, parenting classes and appointments with DHS.

2. Definitions

- a. “Child Welfare Caseworker” or “Caseworker” means DHS Child Welfare although Agency will coordinate aspects of Client-family case management responsibility with one primary DHS Child Welfare Caseworker, there are circumstances where the term “Caseworker” will also include DHS supervisors, managers or technical staff, and can include Child Welfare workers with experience in other Child Welfare disciplines, such as Child Protective Services (CPS), Foster Care, Family Based Services, Residential Services, Adoptions, and others.
- b. “Child” or “Children” means Children and youth who are part of an open case with DHS Child Welfare in Clatsop County, regardless of whether the Child is currently in substitute care or is receiving in home services. Children 18 years and older may reside with their parents or caregivers in program while receiving services as long as the Child is authorized by DHS, generally while the Child is attending high school.
- c. “Client” “Clients” or “Client Families” means persons who are part of DHS defined family-unit and identified on the referral for service as being the authorized recipient of services provided by the Agency under the terms and conditions of this Agreement.
- d. “Office of Child Welfare Programs” or “Child Welfare” is a Program office within DHS whose primary responsibility is the safety and protection of Oregon’s Children. This Agreement is written for the primary benefit of the Child Welfare Program in Clatsop County. Clatsop County constitutes DHS’ District 1. The chief DHS representative in District 1 is the District Manager, based in St. Helens.
- e. “Reporting Period” means a calendar month. Each calendar month is a separate Reporting period.
- f. “Volunteer Driver” is an uncompensated driver of Agency’s who transports DHS Clients for medical and non-medical appointments. While Volunteer Drivers are not paid they are reimbursed for mileage expenses at the State rate which can be found on-line at:
<http://www.oregon.gov/DAS/CFO/SARS/policies/oam/40.10.00.pdf>.

3. Agency Responsibilities

- a. Agency will assist, train and recruit Volunteer Drivers to transport Child Welfare Clients to visits and other appointments related to their Child Welfare case.
- b. Agency will require Volunteer Drivers to complete a full background check through the Background Unit including a DMV check.
- c. Agency will provide non-medical transportation from all areas of Clatsop County. Agency’s Volunteer Drivers, which Agency recruits, trains, dispatches; and

reimburses, to transport Child Welfare Clients to visits and to other appointments related to their Child Welfare case.

d. Agency will require Volunteer Drivers to be oriented on DHS Core values, confidentiality, privacy, security and mandatory reporting and defensive driving.

e. Provide Client transportation services as follows:

(1) Upon referral, Agency will provide Client transportation services in order to facilitate Client's participation in recovery and reunification related activities. Agency shall provide those services through its Volunteer Driver's private vehicles subject to the conditions below. Prior to performing Client transportation services for DHS Clients, DHS shall provide Agency with a written certification that all Volunteer Drivers performing Client transportation services under the Agreement are fully qualified and meet all of the requirements listed in subparagraphs (2), (3) and (4), below.

(2) Insurance and Registration:

(a) Agency shall require Volunteer Drivers' vehicles to be registered and insured in full compliance with the laws and rules of the State of Oregon Department of Motor Vehicles. (b) It is the Agency's responsibility to provide an appropriately issued Certificate of Insurance to the DHS Agreement Administrator for each transporting vehicle prior to the vehicle being used for transporting DHS Clients. The Certificate of Insurance shall confirm the required insurance coverage or endorsement has been obtained and is in full force on the transporting vehicle. Agency shall provide updated insurance certificates on each transporting vehicle for each subsequent vehicle policy period during the Contact term.

(3) Driver Standards. Agency shall not allow any Volunteer Driver to perform Client transportation services who does not meet all of the following requirements:

(a) Shall be currently and legally licensed to operate the transporting vehicle according to the laws and regulations of the State of Oregon;

(b) Must be legally qualified to transport DHS Clients;

(c) Shall not have the following criminal history:

i Have been convicted or currently under the investigation of a crime in the category of homicide;

ii. Have been convicted or currently under the investigation of a crime related to a sexual offense; or

iii. Currently have a pending or unresolved criminal charge.

- (d) Shall not have been convicted of:
 - i. Hit-and-run driving;
 - ii. Reckless driving as defined in ORS 811.140 or the substantially similar crime in another state;
 - iii. Fleeing or attempting to allude a police officer while driving a motor vehicle;
 - iv. Failure to perform the legal duties of a driver involved in an accident or collision which results in injury or death of any person;
 - (g) Volunteer Drivers are required to notify DHS and Agency of any traffic moving violations, motor vehicle accidents or crimes for which they are arrested or cited during their period of active volunteer service.
- (4) Vehicle Standards. Vehicles shall meet the following standards when being used for Client transportation services:
- (a) Vehicle shall be fully registered and licensed according to the laws of the State of Oregon, and are in good and safe operating condition that meet or exceed the applicable minimum standards, rules and laws for vehicle safety.
 - (b) Vehicle shall have a clean and uncluttered passenger compartment,
 - (c) A certified and properly installed Child-safety seat, booster seat or other device required by law or rule for the transport of Children shall be utilized if required by rule or law.
 - (d) Seat belts shall be properly installed and maintained and used by all occupants of the vehicle at all times the vehicle is in operation;
 - (e) Smoking or the use of any tobacco product shall not be permitted at any time while providing Client transportation services.
 - (f) DHS or Agency shall perform vehicle inspection of Volunteer Vehicle following structural or safety repairs prior to resumption of transporting DHS Clients. Receipts will be sent to Agency and DHS.
 - (g) Volunteer Driver providing Client transportation services shall:
 - i. Secure any articles in the passenger compartment of the transporting vehicle likely to cause injury to the occupants in the event of an accident, sudden stop or emergency evasive action;
 - ii. Provide adequate lighting, ventilation and heating in the transporting vehicle appropriate to the environment;

- iii. Not carry, nor shall the vehicle transport, guns, knives, mace, pepper spray or weapons of any type or potentially hazardous material when providing Client transportation services; and
 - iv. Have telephonic means available and follow all applicable laws regarding use of telephonic devices while driving. Telephonic device shall be used only for events or for contacting emergency assistance. Client transportation provider is prohibited from use of a cell phone or other telephonic or electronic device not specifically designed for use while driving while transporting DHS Clients.
- f. Agency will attend monthly meetings held at DHS, which will include DHS staff and other SPRF contractors to collaborate and staff cases. This meeting may also include training arranged or facilitated by DHS, related to Child safety and family engagement. The meetings will last one and a half hours.

4. Referral Processes and Procedures

Client’s case will be staffed by their Child Welfare Caseworker and supervisor to assess eligibility (open case or active case with Child Welfare) for services. If eligible a referral form will be completed by the assigned Caseworker and emailed or faxed directly to the Agency. Upon assignment the Agency will contact the Caseworker within 48 hours to confirm transportation and contact the client to arrange the transport.

5. Reporting Requirements

- a. Agency will notify Client’s DHS primary DHS Caseworker and DHS supervisor, if Client does not participate in the transport.
- b. Agency shall provide a monthly progress report to the office manager/Agreement Administrator for all rides provided during the Reporting Period. DHS will provide Agency with a form to complete each month.
 - (1) The monthly progress report shall be received by the DHS no later than the 10th calendar day following the end of the Reporting Period.
 - (2) The monthly progress report shall include services provided to the Client, including the number of rides provided and money spent during the billing month.
 - (3) Agency will also provide to the DHS Office Manager their monthly invoice no later than the 20th of the following month.
 - (4) Agency agrees to provide data tracking of all referrals made to them by DHS for the specific service along with the outcome and allow DHS access to their data tracking system.
- c. Verbal Updates

Agency shall verbally inform the primary DHS Caseworker within the same calendar day of significant issues, including but not limited to Clients actively

under the influence of drugs or alcohol, or parent whereabouts are unknown. During night and weekend hours, Agency shall notify the Multnomah county Child abuse hotline, who will determine whether further action is necessary prior to the next business day. If the Child abuse hotline is notified during night and weekend hours, Agency shall endeavor to discuss the issues personally with the DHS Caseworker on the first business day after the event.

d. **Professional Boundaries and Conflict of Interest**

- (1) All Volunteer Drivers providing direct or indirect services under this Agreement are prohibited from initiating or engaging in in appropriate behavior with any Client seeking or receiving services by the Agency. Appropriate and professional boundaries must be maintained at all times.
- (2) If there is a perceived conflict of interest or if Agency and Provider are made aware of a conflict, the Agreement administrator or their delegate shall be notified within 24 hours. The Agreement administrator or delegate and the Agency shall discuss the conflict and determine the resolution.

6. Outcomes and Performance Measures

- a. Children remain with their parents and do not enter foster care.
- b. Children return to parents care from foster care.

7. Performance Outcome Measures

DHS is in the process of creating performance outcome measures to implement in all Strengthening, Preserving and Reunifying Families program Agreements. Knowledge gained under this Agreement and Agreements in other counties will most likely influence the final measures that will be created by DHS. Agency you may be asked to contribute to the discussion. Agency is hereby advised that in the future DHS may amend this Agreement, as stated in Exhibit A, Part 3 “Special Provisions,” to institute performance outcome measures, and other terms and conditions may be altered in this Agreement to accommodate those measures.

EXHIBIT A

Part 2 Payment and Financial Reporting

1. Payment Provisions:

- a. As consideration for the services provided by the Agency during the period specified **Section 1. Effective Date and Duration**, DHS will pay to the Agency, a maximum not-to-exceed amount as specified in **Section 3. Consideration**, to be paid as follows:
 - (1) Dispatch Services will be paid at \$12.50 per ride, up to 50 rides per month.
 - (2) Mileage reimbursement, for Agency to reimburse Volunteer Drivers, will be included in the monthly invoices, per Section 2. “Travel and Other Expenses”, below.
 - (2) Mileage reimbursement expenses not to exceed \$17,500.00 per the term of this Agreement.
- b. Agency Invoice.
 - (1) Agency shall submit signed invoices on a form created by the Agency that has been approved by DHS or on the DHS approved invoice located at:
<http://www.oregon.gov/dhs/children/pages/data/sacwis/index.aspx>
 - (2) Invoices must include the following information:
 - (a) Agency name and OR-Kids provider number;
 - (b) Agreement number;
 - (c) Service Category and Service Type for services being claimed;
 - (d) Total dollar amount.
 - (3) In addition to the information listed above in 1.b.(2), invoices for Client specific services must also include the following information:
 - (a) Name of Client receiving services;
 - (b) DHS Branch office that referred Client for services;
 - (c) Client OR-Kids case number and participant number;
 - (d) Begin and end dates of each service provided for the month being invoiced;
 - (4) Invoices must be submitted to the “Attention: Office Manager” of the DHS Branch or Field office that referred the Client. Multiple services

being provided to multiple Clients from the same DHS Branch or Field office may be submitted on the same Invoice form as long as each service-line is appropriately identified.

- (5) Payment will be made by DHS to the Agency monthly on or after the first of each month following the month in which services were performed, subject to receipt and approval by DHS of the Agency's invoice and required reporting as identified in **EXHIBIT A, Part 1, Statement of Work, Section 6., Reporting Requirements.**

2. Travel and Other Expenses

- a. No travel or other expenses shall be paid in addition to the consideration identified in section 1., Payment Provisions, a.(2) above.
- b. Mileage
 - (1) It is the policy of the State that all travel shall be allowed only when the travel is essential to the normal discharge of DHS's responsibilities. All travel shall be conducted in the most efficient and cost-effective manner resulting in the best value to the State. The travel must comply with all the requirements set forth in this section and must be for official State business only. Personal expenses shall not be authorized at any time.
 - (2) Automobile mileage will be reimbursed at the current state rate, for non-represented employees, in effect at time expenses incurred. State rates and rules can be found on-line at <http://www.oregon.gov/DAS/CFO/SARS/policies/oam/40.10.00.pdf>

EXHIBIT A

Part 3 Special Terms and Conditions

1. Confidentiality of Client Information.

- a. All information as to personal facts and circumstances obtained by the Agency on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c. DHS, Agency and any subcontractor will share information as necessary to effectively serve DHS clients.

2. Amendments.

- a. DHS reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) DHS may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on DHS' satisfaction with performance of the work or services provided by the Agency under this Agreement.
 - (2) DHS may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if DHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. DHS further reserves the right to amend the Statement of Work for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 21. "Amendments" of this Agreement.

3. Agency Requirements to Report Abuse of Certain Classes of Persons.

- a. Agency shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including: Children (ORS 419B.005 through 419B.045).
- b. Agency shall make reports of suspected abuse of persons who are members of the classes established in section 3.a. above to appropriate authorities as a requirement of this Agreement.
- c. Agency shall immediately report suspected child abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the Agency shall notify the referring DHS caseworker within 24 hours. Agency shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- d. If known, the abuse report should contain the following:
 - (1) The name and address of the abused person and any people responsible for their care;
 - (2) The abused person's age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
 - (4) The explanation given for the abuse;
 - (5) The date of the incident; and
 - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

4. Background Checks for Employees and Volunteers.

- a. The Agency shall ensure that all employees and volunteers who perform work related to this Agreement, or who have access to any information about Clients served under this Agreement, are approved by the Department of Human Services Background Check Unit (BCU) in accordance with Oregon Administrative Rules 407-007-0200 through 407-007-0370.
- b. In addition to potentially disqualifying conditions under OAR 407-007-0290, the following is a potentially disqualifying condition: abuse as determined from child protective services investigation reports held by the Department regardless of the

date of initial report or outcome which have an outcome of founded, substantiated, or valid and in which the Subject Individual (SI) is determined to have been responsible for the abuse.

- c. An employee or volunteer may be hired on a preliminary basis, in accordance with the requirements and limits described in OAR 407-007-0315, prior to being approved by DHS's Background Check Unit. An employee or volunteer hired on a preliminary basis may not have unsupervised contact with individuals receiving services under this contract and may only participate in the limited activities described in OAR 407-007-0315. An employee or volunteer hired on a preliminary basis must be actively supervised at all times as described in OAR 407-007-0315.
 - d. Any current employee or volunteer hired for a new position with the Agency must be approved by the BCU at the time the employee or volunteer accepts the new position. Notwithstanding the requirements of paragraph b. of the this section, a current employee or volunteer who accepts a new position with the Agency may be hired for a new position on a preliminary basis without active supervision in accordance with the limits and requirements described in OAR 407-007-0315.
 - e. There are only two possible outcomes of a background check: approval or denial. If the employee or volunteer is denied, she or he may not have contact with DHS Clients referred for service under this Agreement and may not have access to information about DHS Clients. Employees or volunteers who are denied do have the right to contest the denial. The process for contesting a denial is described in OARs 407-007-0330 and 407-007-0335.
 - f. For purposes of compliance with OAR 407-007-0200 through 407-007-0370, the Agency is a "Qualified Entity", as that term is defined in OAR 407-007-210, and must comply with all the provisions pertaining to Qualified Entities contained in OAR 407-007-0200 through 407-007-0370.
5. **Equal Access to Services.** Agency shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.
6. **Media Disclosure.** Agency will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the DHS office that referred the child or family. Agency will make immediate contact with the DHS office when media contact occurs. The DHS office will assist Agency with an appropriate follow-up response for the media.
7. **Nondiscrimination.** Agency must provide services to DHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Agency services must reasonably accommodate the cultural, language and other special needs of clients.

EXHIBIT B

Standard Terms and Conditions

- 1. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. **THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS.** Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
- 2. Compliance with Law.**

 - a.** Agency shall comply with and require all subcontractors to comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of services. Without limiting the generality of the foregoing, Agency expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (1) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (2) all state laws requiring reporting of Agency client abuse; (3) ORS 659A.400 to 659A.409, ORS 659A.145, and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including Agency, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126.
 - b.** Agency shall comply with the federal laws as set forth or incorporated, or both, in this Agreement and all other federal laws applicable to Agency’s performance under this Agreement as they may be adopted, amended or repealed from time to time.
- 3. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that Agency is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

4. Representations and Warranties.

- a. **Agency's Representations and Warranties.** Agency represents and warrants to DHS that:
- (1) Agency has the power and authority to enter into and perform this Agreement;
 - (2) This Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms;
 - (3) Agency has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Agency will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Agency's industry, trade or profession;
 - (4) Agency shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Service; and
 - (5) Agency prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Funds Available and Authorized; Payments.

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon DHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. Agency is not entitled to receive payment under this Agreement from any part of Oregon state government other than DHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. DHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
- b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Agency shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Agency shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT

information will be used for all payments under this Agreement. Agency shall provide this designation and information on a form provided by DHS. In the event that EFT information changes or the Agency elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Agency shall provide the changed information or designation to DHS on a DHS-approved form. DHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the Agency.

6. Recovery of Overpayments. IF BILLINGS UNDER THIS AGREEMENT, OR UNDER ANY OTHER AGREEMENT BETWEEN AGENCY AND DHS, RESULT IN PAYMENTS TO AGENCY TO WHICH AGENCY IS NOT ENTITLED, DHS, AFTER GIVING WRITTEN NOTIFICATION TO AGENCY, MAY WITHHOLD FROM PAYMENTS DUE TO AGENCY SUCH AMOUNTS, OVER SUCH PERIODS OF TIME, AS ARE NECESSARY TO RECOVER THE AMOUNT OF THE OVERPAYMENT. NOTHING IN THIS SECTION SHALL REQUIRE AGENCY OR DHS TO ACT IN VIOLATION OF STATE OR FEDERAL LAW OR THE CONSTITUTION OF THE STATE OF OREGON.

7. Ownership of Work Product.

a. Definitions. As used in this Section 7 and elsewhere in this Agreement, the following terms have the meanings set forth below:

- (1) "Agency Intellectual Property" means any intellectual property owned by Agency and developed independently from the Work.
- (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than DHS or Agency.
- (3) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Agency is required to deliver to DHS pursuant to the Work.

b. Original Works. All Work Product created by Agency pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of DHS. DHS and Agency agree that all Work Product is "work made for hire" of which DHS is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," Agency hereby irrevocably assigns to DHS any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon DHS' reasonable request, Agency shall execute such further documents and instruments necessary to fully vest such rights in DHS. Agency forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of

identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

- c. In the event that Work Product is Agency Intellectual Property, a derivative work based on Agency Intellectual Property or a compilation that includes Agency Intellectual Property, Agency hereby grants to DHS an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Agency Intellectual Property and the pre-existing elements of the Agency Intellectual Property employed in the Work Product, and to authorize others to do the same on DHS' behalf.
- d. In the event that Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, Agency shall secure on DHS' behalf and in the name of DHS an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on DHS' behalf.

8. Agency Default. Agency shall be in default under this Agreement upon the occurrence of any of the following events:

- a. Agency fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.
- b. Any representation, warranty or statement made by Agency herein or in any documents or reports relied upon by DHS to measure the delivery of services, the expenditure of payments or the performance by Agency is untrue in any material respect when made;
- c. Agency (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of Agency, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Agency, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Agency or of all or any substantial part of its assets, or (3) similar relief in respect to Agency under any law relating to bankruptcy, insolvency, reorganization,

winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Agency is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

9. DHS Default. DHS shall be in default under this Agreement upon the occurrence of any of the following events:

- a.** DHS fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b.** Any representation, warranty or statement made by DHS herein is untrue in any material respect when made.

10. Termination.

a. Agency Termination. Agency may terminate this Agreement in whole or in part:

- (1) For its convenience, upon at least 90 days advance written notice to DHS;
- (2) Upon 45 days advance written notice to DHS, if Agency does not obtain funding, appropriations and other expenditure authorizations from Agency's governing body, federal, state or other sources sufficient to permit Agency to satisfy its performance obligations under this Agreement, as determined by Agency in the reasonable exercise of its administrative discretion; or
- (3) Upon 30 days advance written notice to DHS, if DHS is in default under the Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as Agency may specify in the notice.

b. DHS Termination. DHS may terminate this Agreement in whole or in part:

- (1) For its convenience, upon at least thirty days advance written notice to Agency;
- (2) Upon 45 days advance written notice to Agency, if DHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of DHS under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, DHS may terminate this Agreement in whole or in part, immediately upon written notice to Agency or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces DHS' legislative authorization for expenditure of funds to such a degree that DHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion, and the effective date

for such reduction in expenditure authorization is less than 45 days from the date the action is taken;

- (3) Immediately upon written notice to Agency if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that DHS no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to Agency, if Agency is in default under this Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as DHS may specify in the notice;
- (5) Immediately upon written notice to Agency, if any license or certificate required by law or regulation to be held by Agency or a subcontractor is for any reason denied, revoked, suspended, not renewed or changed in such a way that Agency or a subcontractor no longer meets requirements to deliver the service. This termination right may only be exercised with respect to the particular part of the Work impacted by the loss of necessary licensure or certification; or
- (6) Immediately upon written notice to Agency, if DHS determines that Agency or any of its subcontractors have endangered or are endangering the health or safety of an Agency client or others.

- c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.
- d. **Return of Property.** Upon termination of this Agreement for any reason whatsoever, Agency shall immediately deliver to DHS all of the DHS' property (including without limitation any Work Products for which DHS has made payment in whole or in part) that are in the possession or under the control of Agency in whatever stage of development and form of recordation such DHS property is expressed or embodied at that time. Upon receiving a notice of termination of this Agreement, Agency shall immediately cease all activities under this Agreement, unless DHS expressly directs otherwise in such notice of termination. Upon DHS' request, Agency shall surrender to anyone DHS designates, all documents, research or objects or other tangible things needed to complete the Work Products.

11. Effect of Termination.

- a. **Entire Agreement.**
 - (1) Upon termination of this Agreement in its entirety, DHS shall have no further obligation to pay Agency under this Agreement.

(2) Upon termination of this Agreement in its entirety, Agency shall have no further obligation to perform Work under this Agreement.

b. Obligations and Liabilities. Notwithstanding Section 11.a. above, any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

12. Limitation of Liabilities. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

13. Indemnity/Hold Harmless Provision. DHS and Agency shall be responsible exclusively with respect to their employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers compensation coverage, and PERS contributions. Agency shall perform the services under this Agreement as an independent contractor. Agency and DHS each shall be responsible, to the other, to the extent permitted by the Oregon Constitution, subject to the limitations of the Tort Claims Act (ORS 30. 260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

14. Insurance. Agency shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

15. Records Maintenance; Access. Agency shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Agency shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Agency, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Agency's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Agency whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Agency acknowledges and agrees that DHS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Agency shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Agency shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

16. Information Privacy/Security/Access. If the Work performed under this Agreement requires Agency or its subcontractor(s) to have access to or use of any DHS computer system or other DHS Information Asset for which DHS imposes security requirements, and DHS grants Agency or its subcontractor(s) access to such DHS Information Assets or Network and Information Systems, Agency shall comply and require all subcontractor(s)

to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

- 17. Force Majeure.** Neither DHS nor Agency shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, act of nature, or war which is beyond the reasonable control of DHS or Agency, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. DHS may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or default will likely prevent successful performance of this Agreement.
- 18. Assignment of Agreement, Successors in Interest.**

 - a.** Agency shall not assign or transfer its interest in this Agreement without prior written approval of DHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as DHS may deem necessary. No approval by DHS of any assignment or transfer of interest shall be deemed to create any obligation of DHS in addition to those set forth in the Agreement.
 - b.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- 19. Subcontracts.** Agency shall not enter into any subcontracts for any of the Work required by this Agreement without DHS’ prior written consent. In addition to any other provisions DHS may require, Agency shall include in any permitted subcontract under this Agreement provisions to ensure that DHS will receive the benefit of subcontractor performance as if the subcontractor were the Agency with respect to Sections 1, 2, 3, 4, 7, 15, 16, 18, 19, 20, and 22 of this Exhibit B. DHS’ consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- 20. No Third Party Beneficiaries.** DHS and Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that Agency’s performance under this Agreement is solely for the benefit of DHS to assist and enable DHS to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 21. Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
- 22. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations

of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

23. **Survival.** Sections 1, 4, 5, 6, 7, 10, 11, 12, 13, 14, 15, 16, 20, 23, 28, 29 and 30 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice DHS' right to enforce this Agreement with respect to any default by Agency that has not been cured.
24. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Agency or DHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.
- DHS: Office of Contracts & Procurement
Department of Human Services
250 Winter St NE, Room 306
Salem, OR 97301
Telephone: 503-945-5818
Facsimile Number: 503-378-4324
25. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
26. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.
27. **Construction.** The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.
28. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

- 29. Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- 30. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Agency (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Agency in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Agency on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Agency is jointly liable with the State (or would be if joined in the Third Party Claim), the Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Agency on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Agency on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 31. Indemnification by Subcontractors.** Agency shall take all reasonable steps to cause its contractor(s), that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- 32. Stop-Work Order.** DHS may, at any time, by written notice to the Agency, require the Agency to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, Agency shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, DHS shall either:
- a.** Cancel or modify the stop work order by a supplementary written notice; or
 - b.** Terminate the work as permitted by either the Default or the Convenience provisions of Section 10, Termination.

If the Stop Work Order is canceled, DHS may, after receiving and evaluating a request by the Agency, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

EXHIBIT C

Subcontractor Insurance Requirements

General Requirements. Agency shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance as specified under this Exhibit C and meeting all the requirements under this Exhibit C before the contractors perform under contracts between Agency and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DHS. Agency shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Agency shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Agency shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Agency permit a contractor to work under a Subcontract when the Agency is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with whom the Agency directly enters into a contract. It does not include a subcontractor with whom the contractor enters into a contract.

- 1. Workers Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

- 2. Professional Liability:**

Required by DHS Not required by DHS.

- 3. Commercial General Liability:**

Required by DHS Not required by DHS.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to DHS. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by DHS:

Bodily Injury/Death:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015:.....\$2,000,000.

From July 1, 2015 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015:....\$4,000,000.

From July 1, 2015 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2014:....\$200,000.

From July 1, 2014 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2014:....\$600,000.

From July 1, 2014 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

4. Automobile Liability Insurance:

Required by DHS Not required by DHS.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”).

Automobile Liability Insurance must be in not less than the following amounts as determined by DHS:

Bodily Injury/Death:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015:....\$2,000,000.

From July 1, 2015 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015:....\$4,000,000.

From July 1, 2015 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2014:....\$200,000.

From July 1, 2014 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

Per occurrence limit for multiple claimants:

From commencement of the Contract term through June 30, 2014:\$600,000.

From July 1, 2014 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

5. **Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
6. **“Tail” Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either “tail” coverage or continuous "claims made" liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor’s completion and Agency ’s acceptance of all services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and DHS may grant approval of the maximum “tail“ coverage period reasonably available in the marketplace. If DHS approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.
7. **Notice of Cancellation or Change.** The contractor or its insurer must provide 30 days’ written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
8. **Certificate(s) of Insurance.** Agency shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

EXHIBIT D

Required Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Agency shall comply and, as indicated, cause all sub-contractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Agency, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** Agency shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, Agency expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Agency shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then Agency shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental

Protection Agency. Agency shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

- 4. Energy Efficiency.** Agency shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
- 5. Truth in Lobbying.** By signing this Agreement, the Agency certifies, to the best of the Agency's knowledge and belief that:
 - a.** No federal appropriated funds have been paid or will be paid, by or on behalf of Agency, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Agency shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c.** The Agency shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d.** This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e.** No part of any federal funds paid to Agency under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative

action, or order issued by the executive branch of any State or local government itself.

- f.** No part of any federal funds paid to Agency under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h.** No part of any federal funds paid to Agency under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. Resource Conservation and Recovery. Agency shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. Audits.

- a.** Agency shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b.** Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) and OMB Circulars governing expenditure of federal funds including, but not limited, to OMB A-133 Audits of States, Local Governments and Non-Profit Organizations.

8. Debarment and Suspension. Agency shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or

Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Drug-Free Workplace.** Agency shall comply and cause all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Agency certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Agency's workplace or while providing services to DHS clients. Agency's notice shall specify the actions that will be taken by Agency against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Agency's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Agency, or any of Agency's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Agency or Agency's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Agency or Agency's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of the Agreement.

- 10. Pro-Children Act.** Agency shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
- 11. Medicaid Services.** Agency shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a.** Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b.** Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
 - c.** Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
 - d.** Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Agency shall acknowledge Agency's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e.** Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
- 12. Agency-based Voter Registration.** If applicable Agency shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
- 14. Disclosure.**
 - a.** 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in

which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b.** 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c.** As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d.** Agency shall make the disclosures required by this Section 14. to DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

15. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Agency agrees that it has been provided the following notice:

- a.** The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, “Rights to Inventions Made by Nonprofit

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

- c.** The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.

EXECUTIVE DIRECTOR GOALS
DRAFT 10-13-2014

1. Develop long and short range strategic plan for district and individual departments including growth and maintenance. Establish long and short range financial plan and goals for the District.
2. Maintain and update community outreach avenues, including plan for web/technology functions and outreach, plan for methods to involve diverse elements of Clatsop County in order to provide best level of service for all parts of community. Growth of ridership and involvement will be one indicator of success of the strategies. These methods would be part of federal guidelines for transp. Districts. Involvement with county and cities transportation and emergency planning organizations/plans, including Federal requirements including but not limited to Title IV requirements.
3. Plan and establish annual event for staff and board cohesion, morale, and motivational growth.
4. Secure sources of funding via grants for sustainable ongoing or new projects which are in line with the goals and plans of the District and its present and future riders.
5. Rate current goals and create new goals where appropriate for next evaluation cycle.

Board Meeting Executive Director Report

October 23rd, 2014

Because of my weekly board email blast, my director reports will generally be short for the meetings. If you have questions on my weekly emails, please let me know.

We had an employee bowling party on Saturday, the 11th. Everyone that came out had a great time. As you may know, we reached 378 accident free days in August and will be having a taco feed on October 31st to recognize the employees for their efforts in having a safe work place. Our safety committee does a great job identifying concerns and making sure they are addressed.

One of the things that the Leadership Team is going to probably grow weary of is my insistence that we maintain clean organized facilities and equipment. We have a lot of opportunities in both locations to purge ourselves of items that are basically dust collectors that serve no purpose (2010 bus schedules in the basement!)

We have posted a lot attendant position in order to get on a program of washing our fleet and to maintain bus shelters throughout the system.

Going forward, I am going to also focus the Director's Report on my progress with the goals that you have set for me.

Sept. Operations Report

1. We had an excellent Rt. 11 fall season. We were close to 10,000 riders for Sept. The weather was excellent, last year we lost the last three days due to weather.
2. We participated in the Race the Wave celebration in Cannon Beach. There were lots of people and dignitaries at the celebration. It was a good opportunity for us to market ourselves.
3. Welcome aboard Jeff. We look forward to working with you for years to come.
4. Ridership for Sept. was up considerably from last Sept.
5. Route 21 weekdays and the Seaside Trolley are finished for the season.
6. We are interviewing applicants for the open maintenance assistant position. I hope to be hiring a bus and shelter washer in Oct. We recently hired, and trained a new relief driver, Her name is McKenzie Jones, welcome aboard and congratulations on obtaining your Class B CDL. She is now covering routes for us.

Scott Earls

Sunset Empire Transportation District

900 Marine Drive – Astoria, Oregon 97103
Phone: (503) 861-5385 – Fax: (503) 861-4299
Email: Tami@ridethebus.org

RIDE ASSIST

Tami Carlson
Paratransit Supervisor

Monthly Report: September 2014

- September 1st "Labor Day" Paratransit provided a total of 13 rides with one driver and one dispatcher. 7 trips were medical and 6 were personal all of which the clients were very thankful to have transportation services that day.
- September 5th & 6th drivers participated in the PASS and Defensive Driving Classes.
- On September 9th Tami attended the quarterly "S&D Advisory" committee meeting and gave a quick update on the progress of the new Dial-a-ride services. Marketing still in the works and launch date planned for the near future.
- September 19th Tami attended the "M2" (a software company) presentation at Ride Care. The company gave an overview of the new scheduling program that links with OBSS. The program is still a work in progress and will aid in the scheduling process for Paratransit driver dispatches.
- September 29th Tami attended the "Employee's Fund" committee meeting. There will be an "End of Summer Party". Bowling & pizza is planned for October. Other items discussed were the company Christmas party and the support of the "Adopt-a-family" program. Another meeting is scheduled for October 7th to discuss remaining funds for the holiday season.
- This month Paratransit driver Christie Renville resigned. We will be recruiting for another part-time driver for the department.
- In September Paratransit provided 613 rides; an average of 27.8 riders per day.
- 49% of the current Paratransit applicants used the service in September.
- This month 13 Veteran riders used the service. Ridership down from last month.
- There were 7 new ADA Paratransit applications received and 6 approved.
- The Paratransit drivers sold 17 ticket books totaling \$450.00.
- Fare collection was successful but decreased by \$213.00 from last month.

Paratransit Fares Collected for September: \$4,144.00

- Para-transit Fares: \$579.00
- Tickets Collected: \$545.00
- Medicaid: \$3,020.00

SETD Mobility Management Update Sept/Oct 2014

Elisabeth Pietila- Mobility Management Coordinator

Compliance:

I have enjoyed the task of working on the Districts Title VI Program. The board approved the Public Participation Plan in August and we will be taking the draft program to the board for the October meeting. Once approved by the board it will go to ODOT and we will be in compliance.

Outreach:

The Veterans Stand Down and Reverse Job Fair as on September 20th. Lori and I participated in the Job Fair and I held a table for the Stand Down. We gave out bus information and made contacts for outreach opportunities. It was highly attended Saturday at the Stand Down for the first 2 hours and then seemed to dwindle quickly. Many veterans were asking for free bus passes. This is not abnormal for this event.

The Harbor, formally known as the Women's Resource Center, scheduled outreach training on October 13th to the Life Skills group. We are increasing our outreach and presence to this group and are planning on attending once a month for transportation resource sharing and bus information.

The AARP Safe Drivers class outreach packets were made for lead instructor Don Hawley and distributed to area AARP instructors. We sought out the opportunity to get our information into this class after reading that they promote other transportation options for users deciding to drive less.

A group Ride Pal training is scheduled for seniors on November 4th at the Transit Center. This training will offer 45 minutes of class discussion and then a ride on the Route 10. We will be promoting our Honored Citizen Program and offering to make cards on the spot for those 60 and over.

Rachelle attended the new student orientation event at the college September 25th with an information booth. Over 120 students attended the event where she promoted the Quarterly Pass.

Transit Center:

Some changes for the Northwest Point and Thruway network are in the works. We are staying in contact with MTR Western regarding ticketing changes for Amtrak interlining. They are renaming the thruway and changing ticket style. Some ticketing past Portland will change and have to be done through the Greyhound and Amtrak systems. Greyhound has changed to a capacity based system. This is similar to how airlines offer ticket prices. We are seeing an increase in pass sales at the Transit Center.

Park & Ride signs and other signage are here and will be installed soon at the Transit Center.

Northwest Transportation Options:

Some of the materials for the Drive Less Challenge arrived. Mode kits are being ordered from enrollees. Mary and John are working on social media blasts and the state marketing firm is working the other promotions on the radio and in print.

I participated in the monthly Drive Less Connect conference call.

Jean is coming to visit and has offered some peer mentoring from other Transportation Options programs to help assist the program to be more effective in outreach and compensating the counties for their efforts. Northwest Transportation Options is an ODOT project for Columbia, Clatsop and Tillamook counties that promotes the states mission to reduce single occupant trips by using the web tool Drive Less Connect.

We will be promoting the Drive Less Connect Challenge at the Great Columbia Crossing packet pick up location at the Astoria Chamber. This is October 9th, 10th and 11th. We have a booth in place to provide instant registration or the ability to provide email for sign up at a later date. This event gathers participants in all three counties and is an opportunity to reach out to active individuals. Our new director Jeff was able to secure this for us at no cost to the T.O program.



RIDECARE

10/13/14

RIDECARE manager's report for September

Quick Hits:

- Weekly CPCCO integrations continuing but scaled down.
 - Attended NEMT meeting in Salem. 9/4
 - Hosted Defensive Driving and Passenger Assistance classes. 9/5 & 9/6
 - Held a strategic communications meeting with Columbia Pacific CCO. 9/17
 - Participated in group discussion regarding Portland area NEMT providers. 9/18
 - Hosted M2 software demo and training sessions. 9/19
 - Participated in conference call regarding the future of our OBSS software. 9/22
 -
1. Our weekly Columbia Pacific Coordinated Care Organization (CPCCO) meetings have been scaled back to once every 2 weeks. These meetings have proven valuable in our continued efforts to be ready to go live with them on January 1 of 2015.
 2. Jason attended the Non-Emergent Medical Transportation (NEMT) stakeholder's meeting in Salem on 9/4. Many things were discussed but some of the highlights were: CCO expansion, CCO transition, Trimet ending its NEMT services on January 1, 2015, Technical files issues and the work-arounds to get us by until a permanent fix is presented and an update on where the actuarial tables are and the progress made of them being presented to the CCOs and the Brokerages.
 3. Ridecare hosted another successful DD and PASS class trainings on the 5th and 6th. This was the last class of this calendar as the new calendar will be built and presented to us in the near future.
 4. Jason held a conference call with our CCO representatives Darin Brink and Julia Pirini regarding Ridecare's strategic communications model with the CCO. We discussed ways we both could deliver a more streamlined communication model. It is important that we keep the communication points to as few as possible thus allowing for quicker more accurate solutions to whatever challenges we may face in the future once we begin contract.
 5. John and Jason hosted M2 a software development company. M2 has been in the process of building a dedicated scheduling software that will work in tandem with our OBSS brokerage software. This software will benefit both Ridecare and Paratransit. The program was demoed to John and Jason during the first part of the day and then showed to the Ridecare dispatchers and Tami from Paratransit. They were then allowed to voice feedback to the developers so they can then refine the program in hopes of presenting a final version sometime before the end of the calendar year.
 6. Jason participated in a conference call pertaining to the status of our OBSS software system. The person that works on this software may be finding new employment and that would affect the availability of updates and maintaining of the program. As of October this developer has not found new employment and continues to work on the OBSS program. I have discussed this situation with our IS person in hopes of staying out in front of any changes that could affect the usability of our software.

Phones and Computers

Admin

- We are looking into options for recording the board meetings.

Mobility

- Put out postings for Drive Less Connect on Facebook. I noticed that we didn't have many views. We may need to start paying to push out posts.

RideCare

- We discovered that several of our rides were not reimbursed. We discovered that OBSS, the software that RideCare uses to schedule rides, had an error. We have fixed most of the errors and received \$300,000 for reimbursements this month. We are almost caught up. We are working on a plan to make sure we do not fall behind in the future.
- Worked on the reconciliation of RideCare rides for 2012-13.

OPS

- Nothing New

Maps, Schedules and Website

- Nothing New

Conferences and Training

- Nothing New

Other

- Nothing New

Sunset Empire Transportation District

Marketing/Outreach Report

September-October 2014

Mary Parker

TRANSPORTATION OPTIONS-The Drive Less Connect Challenge started on October 6th so the last 2 weeks of September involved working with Elisabeth, Grace and several other people to make sure that we had the outreach and marketing information up before the challenge started. I worked with Hannah from Ifocus to add the Drive Less Connect Challenge information to our web site. Creating or making changes to a web page can be a tedious task, like painting a picture and takes many changes before completion so I cannot thank Hannah enough for her patience and support during the process. I also want to thank John for his help in posting the numerous requests for Drive Less Connect Challenge outreach information on our Facebook the week prior to the challenge and every day of the challenge. I have kept him very busy. I also assisted the PacWest staff with final Challenge ad approval for regional advertising on the radio and in the newspapers in Clatsop, Columbia and Tillamook Counties.

CHAMBER BREAKFAST- Jeff and I attended the Astoria Warrenton Chamber Breakfast at the Wet Dog on September 30th. Skip Hauke was pleased to announce that the meeting we were at had the highest attendance of any Chamber Breakfast that they have ever had. I distributed Drive Less Connect Challenge flyers and was able to grab the microphone and make a few comments about it. Jeff stood and introduced himself as the new Executive Director of Sunset Empire Transportation District and received a standing ovation including several whoop, whoops from the group.

OCTOBER- NOVEMBER MARKETING –Dial A Ride Program, Holiday Connector Route- Longview marketing, Route 10 Holiday marketing and Canned Food Drive.

October 9, 2014

Lori Karl, HR Report

On September 16 I did a webinar called 'Drug and Alcohol testing101'. National RTAP (Rural Transit Assistance Program) put this webinar on and plans to do a couple each year. This was more of a refresher course for me on the CCF (Custody and Control Form). These are the Federal Drug Testing forms that are used at the testing sites. It was geared towards making sure that these forms are completed correctly. I do not fill these forms out but I have to make sure they are done correctly by our testing site collectors. I pulled and audited three forms that were done in this current year and I can report our collection site collectors made no mistakes.

I was notified on September 19, that SETD was scheduled for a review to be done of our Drug and Alcohol program on October 16. I am the one in charge of this program and I will report on this next month.

On September 19 Lis and I attended the Reverse Job Fair for the Veterans, which was held at Camp Rilea. We did get the chance to share with some about the 2 positions open at this time, the Transportation Options Program Assistant and Assistant Mechanic/Maintenance. We since, receive applications from two vets that are interested.

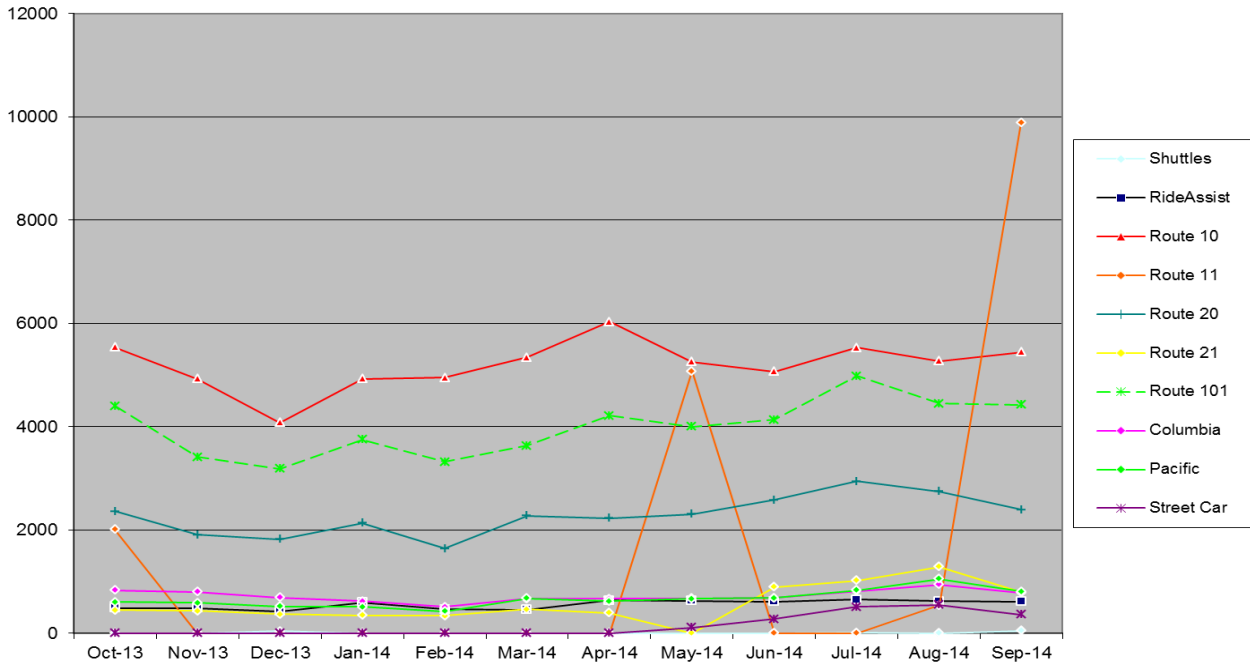
The safety committee did the building inspections and one bus inspection as required. We did not have a regular monthly Safety Meeting in September.

On September 26, I met with Jeff and did a short orientation distributing all the necessary paperwork for a new employee☺. I showed him around the building. I am excited to see what he has in store for SETD.

We had one Part-time Paratransit Driver, Christy Renville, and two temporary Fixed Route Drivers Bob Bastiani and Barbara Bielas that have resigned. Christy has only worked for the district for 8 months but proved to be a big asset to the Paratransit department. Bob and Barbara have both been with the District for a little over two years, and have each brought unique qualities that shined to our passengers. They will all be greatly missed and we wished them all the best with a going away cake on September 30.

We have since hired a temporary driver, MacKenzie Jones. We could still use one more temporary driver and then will also need to fill the Part-time Paratransit Driver position.

SETD Rides



Rider Breakdown by Route

