

Tillamook County Transportation District
Board of Directors
Regular Monthly Meeting



Thursday, April 19, 2018 at 6:30PM
Transportation Building
3600 Third Street, Tillamook, Oregon

AGENDA

Tillamook County Transportation District
Board of Directors ~ Regular Monthly Meeting
Thursday, April 19, 2018 - 6:30 pm

Robert J. Kenny Board Meeting Room - 3600 Third Street, Tillamook OR 97141

REGULAR BOARD MEETING

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Oath of Office for Position #4 board member Melissa Carlson-Swanson
5. Announcements & Changes to Agenda
6. Public & Guest Comments
7. Executive Session: as needed

REPORTS

8. Information: General Managers Report:
 - a. Financial Report (Pgs. 1-17)
 - b. Service Performance Report
 - c. Northwest Oregon Transit Alliance (Pgs. 18-28)
 - d. Planning & Development
 - e. Grant Funding
 - f. Facility/Property Management
 - g. Miscellaneous

CONSENT CALENDAR

9. Motion to Approve the Minutes of February 22, 2018 Board Meeting (Pgs. 29-33)
10. Motion to Accept Financial Report: February 2018
11. Motion Authorizing GM to Execute IGA Administering the Disadvantaged Business Enterprise Unified Certification Function (Pgs. 34-42)
12. Motion to Adopt Revisions to the TCTD Emergency Prevention and Action Plan Policy (Pgs. 43-55)

ACTION ITEMS

13. Resolution 18-04 In the Matter of Line Item Changes Within the Fiscal Year 2017-18 General Fund Budget – Non Allocated Requirements (Pg. 56)
14. Resolution 18-05 In the Matter of Line Item Changes Within the Fiscal Year 2017-18 Property Management Budget – Enterprise Fund (Pg. 57)
15. Resolution 18-06 In the Matter of Recognizing Unexpected Income and to Appropriate Costs for the NWOTA Website Project (Pg. 58)
16. Resolution 18-07 In the Matter of Authorizing the General Manager to Execute a Non-Emergent Services Agreement With Ride Care (Pgs. 59-100)

DISCUSSION ITEMS

17. Staff Comments/Concerns
18. Board of Directors Comments/Concerns
19. Adjournment

UPCOMING EVENTS

None.

Next regularly scheduled meeting of the
Tillamook County Transportation District Board of Directors
Thursday, May 17, 2018

Tillamook County Transportation District
 Normal Trial Balance - Unposted Transactions Included In Report
 From 3/1/2018 Through 3/31/2018

Account Code	Account Title	Debit Balance	Credit Balance
1001	General Checking Account	40,131.95 -	
1006	Payroll Checking	13,213.51 -	
1011	Prop. Mgmt. Checking	37,249.78 -	
1020	LGIP - General Account	281,443.16 -	
1030	LGIP - Capital Reserve	787,550.31 -	
1040	Petty Cash	200.00	
Report Total		1,159,788.71	0.00
Report Difference		1,159,788.71	

DL
4-9-18

GW
4-4-18

Tillamook County Transportation District
Financial Statement - Unposted Transactions Included In Report
From 3/1/2018 Through 3/31/2018

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Bdgt. %
Transfer from Capital Reserve	4914 (266,000.00)	0.00	0.00	0.00	0.00	0.00%
Transfer from Veh. Purch. Res.	4915 0.00	0.00	0.00	25,000.00	(25,000.00)	0.00%
Transfer from STF Fund	4916 0.00	90,000.00	259,032.00	317,847.00	(58,815.00)	81.49%
Transfer from NWOTA	4917 0.00	0.00	4,005.00	13,000.00	(8,995.00)	30.80%
Total Resources	(619,763.30)	495,559.13	4,077,227.04	7,412,830.00	(3,335,602.96)	55.00%
Expenses						
Personnel Services						
Payroll: Administration	5010 44,564.02	25,837.50	250,068.63	310,050.00	59,981.37	80.65%
Payroll: Dispatch	5020 14,075.31	9,866.66	78,897.17	118,400.00	39,502.83	66.63%
Payroll: Drivers	5030 100,074.38	68,750.00	660,211.81	825,000.00	164,788.19	80.02%
Payroll: Maintenance	5040 6,352.74	5,416.67	41,615.37	65,000.00	23,384.63	64.02%
Payroll Expense	5050 45,516.25	48,749.99	355,078.67	585,000.00	229,921.33	60.69%
Workers Compensation Ins.	5055 0.00	2,041.67	19,159.65	24,500.00	5,340.35	78.20%
Total Personnel Services	210,582.70	160,662.49	1,405,031.30	1,927,950.00	522,918.70	72.88%
Materials and Services						
Miscellaneous Expense	5060 0.00	0.00	2,623.50	0.00	(2,623.50)	0.00%
Professional Services	5100 (25,774.12)	8,000.00	42,586.00	96,000.00	53,414.00	44.36%
Administrative Support	5101 0.00	2,083.33	8,642.38	25,000.00	16,357.62	34.56%
Website Maintenance	5102 27,239.00	90,416.67	27,239.00	95,000.00	67,761.00	28.67%
Planning	5103 0.00	1,666.67	0.00	20,000.00	20,000.00	0.00%
Dues & Subscriptions	5120 400.00	916.67	21,418.83	23,500.00	2,081.17	91.14%
Office Equipment R&R	5140 196.00	250.00	1,764.00	3,000.00	1,236.00	58.80%
Computer R&M	5145 492.00	2,916.67	26,156.75	37,500.00	11,343.25	69.75%
Fees & Licenses	5150 281.07	1,250.00	12,706.17	18,000.00	5,293.83	70.58%

Tillamook County Transportation District
Financial Statement - Unposted Transactions Included In Report
From 3/1/2018 Through 3/31/2018

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Bdgt. %
Insurance	5160	0.00	7,541.67	90,500.00	10,593.00	88.29%
Office Expenses	5170	700.05	1,250.00	15,000.00	6,539.82	56.40%
Board Expenses	5175	522.98	833.33	10,000.00	(120.01)	101.20%
Operational Expenses	5180	4,307.50	2,250.00	27,000.00	1,781.94	93.40%
Drug & Alcohol Administration	5185	150.00	125.00	1,500.00	335.00	77.66%
Marketing	5190	0.00	4,437.50	53,250.00	8,712.85	83.63%
Website Re-Design	5191	(27,239.00)	0.00	0.00	0.00	0.00%
Telephone Expense	5210	2,598.60	1,566.66	19,300.00	7,102.69	63.19%
Travel & Training	5220	1,354.62	2,708.33	32,500.00	11,067.91	65.94%
Vehicle Expense	5240	5,945.30	13,666.66	164,000.00	10,037.81	93.87%
Fuel Expenses	5245	23,270.10	21,666.66	260,000.00	88,227.18	66.06%
Volunteers	5250	0.00	125.00	1,500.00	1,444.36	3.70%
Postage	5260	100.00	166.67	2,000.00	1,173.80	41.31%
Mgmt/Labor Recreation Fund	5270	0.00	199.50	2,394.00	2,394.00	0.00%
Transit & Visitor Center Lease	5280	700.00	700.00	8,400.00	2,800.00	66.66%
Transit & Visitor Center Maint	5285	106.49	1,000.00	12,000.00	3,172.72	73.56%
General Operating Cont.	5290	0.00	3,803.83	45,646.00	45,646.00	0.00%
Property Operating Expenses	5300	4,700.72	2,083.33	25,000.00	6,699.85	73.20%
PUD Loan Expense	5325	187.89	0.00	0.00	(563.67)	0.00%
Flex Lease: Fees	5330	0.00	83.33	1,000.00	590.00	41.00%
Property Maint. & Repair	5340	388.00	833.33	10,000.00	3,925.20	60.74%
Operations Facility Maint.	5346	69.71	333.33	4,000.00	(8,769.75)	319.24%
Total Materials and Services		20,696.91	172,874.14	1,102,990.00	377,654.07	65.76%
Special Payments						
STF Payments to Recipients	5200	0.00	300.00	19,152.00	4,788.00	75.00%
Monthly BOD Report w/YTD Budget & Variance						

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Tillamook County Transportation District
Financial Statement - Unposted Transactions Included In Report
From 3/1/2018 Through 3/31/2018

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Bdgt .75%
Total Special Payments	0.00	300.00	14,364.00	19,152.00	4,788.00	75.00%
Transfers						
Transfer to LGIP 5931	9100 (266,000.00)	0.00	0.00	0.00	0.00	0.00%
Transfer to Property Mgmt	9110 (220,130.84)	0.00	783,869.16	705,142.00	(78,727.16)	111.16%
Transfer to General Fund	9130 (266,000.00)	0.00	183,832.00	265,848.00	82,016.00	69.14%
Transfer to Vehicle Reserve	9150 0.00	0.00	0.00	5,000.00	5,000.00	0.00%
Transfer to NWOTA Fund	9160 0.00	90,000.00	112,433.00	147,120.00	34,687.00	76.42%
Reserve for Future Expenditure	9175 0.00	0.00	0.00	675,370.00	675,370.00	0.00%
Unappropriated Ending Fund Bal	9180 0.00	0.00	0.00	753,607.00	753,607.00	0.00%
Total Transfers	(752,130.84)	90,000.00	1,080,134.16	2,552,087.00	1,471,952.84	42.32%
Capital Outlay						
Debt Service						
Flex Lease: Principal	5310 0.00	(142,916.67)	45,000.00	45,000.00	0.00	100.00%
Flex Lease: Interest	5320 0.00	500.00	5,637.50	6,000.00	362.50	93.95%
Total Debt Service	0.00	(142,416.67)	50,637.50	51,000.00	362.50	99.29%
Capital Purchases						
Building Repair & Renovation	5350 49,633.83	235,786.42	983,627.34	1,069,437.00	85,809.66	91.97%
Admin. Expenses- Renovation	5351 3,385.16	1,666.67	12,876.34	20,000.00	7,123.66	64.38%
Design/Engineering-Renovation	5352 200.00	1,666.67	28,294.32	20,000.00	(8,294.32)	141.47%
Bus Replacement/Addition	6000 0.00	15,000.00	2,262.00	180,000.00	177,738.00	1.25%
Van Replacement/Addition	6010 0.00	0.00	89,596.00	90,000.00	404.00	99.55%
Computer Upgrade	6020 27,118.12	38,750.00	162,298.47	162,500.00	201.53	99.87%
Fuel Cell Triangulation Point	6021 0.00	500.00	0.00	6,000.00	6,000.00	0.00%
Bus Stop Signage/Shelters	6040 0.00	(24,333.33)	3,603.94	10,500.00	6,896.06	34.32%
Other Capital Projects	6050 0.00	15,569.50	181,732.07	186,834.00	5,101.93	97.26%

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Tillamook County Transportation District
Financial Statement - Unposted Transactions Included In Report
From 3/1/2018 Through 3/31/2018

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Bdgt. %
Total Capital Purchases	80,337.11	284,605.93	1,464,290.48	1,745,271.00	280,980.52	83.90%
Total Capital Outlay	80,337.11	142,189.26	1,514,927.98	1,796,271.00	281,343.02	84.34%
Total Expenses	(440,514.12)	566,025.89	4,739,793.37	7,398,450.00	2,658,656.63	64.06%

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Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account

From 3/1/2018 Through 3/31/2018

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
13250	3/2/2018	(50.00)	DAS STATE	50% ANNUAL MEMBERSHIP 2017-
13347	3/7/2018	186.80	ALSCO - Portland Linen	MATT SERVICE
13348	3/7/2018	135.00	Burden's Muffler & Towing	BUS 200 TOW
13348	3/7/2018	720.00	Burden's Muffler & Towing	BUS 301 TOW
13348	3/7/2018	165.00	Burden's Muffler & Towing	BUS 18 MUFFLER
13349	3/7/2018	47.60	CAR CARE SPECIALISTS, INC.	DEF
13350	3/7/2018	123.36	Carquest Auto Parts	shop supplies/inventory
13350	3/7/2018	266.87	Carquest Auto Parts	bus 201 brake parts
13350	3/7/2018	66.88	Carquest Auto Parts	bus 201 brake parts
13350	3/7/2018	39.98	Carquest Auto Parts	inventory
13350	3/7/2018	44.45	Carquest Auto Parts	filters/inventory
13350	3/7/2018	70.58	Carquest Auto Parts	bus 28 parts and shop tools
13350	3/7/2018	14.29	Carquest Auto Parts	shop tools
13350	3/7/2018	4.22	Carquest Auto Parts	bus 34 parts
13350	3/7/2018	161.00	Carquest Auto Parts	filters/inventory
13350	3/7/2018	12.86	Carquest Auto Parts	shop supplies
13350	3/7/2018	(120.00)	Carquest Auto Parts	return part
13351	3/7/2018	700.00	City Of Tillamook	TRANSIT CENTER LEASE
13352	3/7/2018	95.00	Coleen Williams	CDL PHYSICAL
13353	3/7/2018	761.87	Creative Bus Sales	VAN 105 ELECTRICAL REPAIR
13354	3/7/2018	89.94	CRYSTAL AND SIERRA SPRINGS	WATER
13355	3/7/2018	5,102.62	ECOLANE USA, INC.	ecolane
13355	3/7/2018	6,221.25	ECOLANE USA, INC.	ecolane - order importer
13355	3/7/2018	2,344.83	ECOLANE USA, INC.	annural maintenance
13356	3/7/2018	65.47	CENTURYLINK	FEBRUARY PHONES
13357	3/7/2018	30.38	FleetPride, Inc.	oil drain valve - inventory
13357	3/7/2018	156.00	FleetPride, Inc.	coolant/antifreeze - inventory
13358	3/7/2018	50.00	Gary A. Hanenkrat	FEB 22 2018 BOARD MEETING
13359	3/7/2018	50.00	JACKIE EDWARDS	FEB 22 2018 BOARD MEETING
13360	3/7/2018	50.00	JIM HUFFMAN	FEB 22 2018 BOARD MEETING
13361	3/7/2018	50.00	JUDY RIGGS	FEB 22 2018 BOARD MEETING
13362	3/7/2018	275.00	KDEP-FM/KTIL-FM/KTIL-AM	MARKETING
13363	3/7/2018	473.06	LES SCHWAB WAREHOUSE CENTER	bus 200 tires
13363	3/7/2018	72.92	LES SCHWAB WAREHOUSE CENTER	bus 28 tires
13364	3/7/2018	114.40	LUM'S AUTO CENTER, INC.	van 101 transmission diagnosis
13365	3/7/2018	50.00	MARTY HOLM	FEB 22 2018 BOARD MEETING
13366	3/7/2018	3,067.70	McCOY FREIGHTLINER	BUS 301
13366	3/7/2018	6,425.40	McCOY FREIGHTLINER	BUS 301
13367	3/7/2018	50.00	MERRIANNE HOFFMAN	FEB 22 2018 BOARD MEETING
13368	3/7/2018	100.00	North Coast Lawn	lawn maintenance
13369	3/7/2018	119.76	DAVISON AUTO PARTS, INC.	trans fluid inventory
13370	3/7/2018	26.71	NORTHSIDE FORD	bus 34 turbo replacement clamp
13370	3/7/2018	517.86	NORTHSIDE FORD	BUS 28 EXHAUST PIPE
13370	3/7/2018	239.49	NORTHSIDE FORD	BUS 28 DRAG LINK FOR STEERING
13371	3/7/2018	8.49	Office Depot Credit Plan	OFFICE SUPPLIES
13371	3/7/2018	208.83	Office Depot Credit Plan	OFFICE SUPPLIES
13371	3/7/2018	8.89	Office Depot Credit Plan	OFFICE SUPPLIES
13371	3/7/2018	8.95	Office Depot Credit Plan	OFFICE SUPPLIES
13372	3/7/2018	150.00	PC-NEST. VALLEY CHAMBER OF COM	MEMBERSHIP DUES
13373	3/7/2018	264.94	Pacific Office Automation	OFFICE COPIES
13374	3/7/2018	984.25	PETROCARD INC.	FUEL 70X
13375	3/7/2018	196.00	Pacific Office Automation	COPIER LEASE
13376	3/7/2018	26,521.61	REGENCE BLUECROSS BLUESHIELD	health care
13377	3/7/2018	456.60	Rosenberg Builders Supply	SHOP SUPPLIES/TOOLS
13378	3/7/2018	217.27	Sheldon Oil Distributors	DEF
13378	3/7/2018	17,504.59	Sheldon Oil Distributors	FUEL
13379	3/7/2018	91.95	Tillamook Motor Co.	van 107 serviced and key program

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Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account

From 3/1/2018 Through 3/31/2018

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
13379	3/7/2018	510.49	Tillamook Motor Co.	bus 200 electrical - fuel pump drive module
13380	3/7/2018	48.00	TILLAMOOK COUNTY SHOPPER, LLC	board meeting notice
13381	3/7/2018	49.95	VANIR BROADBAND, INC.	internet
13382	3/15/2018	3,177.20	CARDMEMBER SERVICE	CARD CHARGES
13382	3/15/2018	(85.57)	CARDMEMBER SERVICE	CREDIT TO ABILA
13383	3/19/2018	837.22	ARAMARK	UNIFORMS
13384	3/19/2018	150.00	BIO-MED TESTING SERVICE, INC.	DRUG SCREENING
13385	3/19/2018	513.00	BRYAN P. FITZSIMMONS, CPA	BUDGET SUPPORT
13386	3/19/2018	22.18	CLAYTON NORRBOM	TRAINING LUNCH/JESSE, SARAH, CLAYTON
13386	3/19/2018	29.00	CLAYTON NORRBOM	TRAINING LUNCH/JESSE,SARAH,CLAYTON
13386	3/19/2018	82.39	CLAYTON NORRBOM	MILEAGE/SALEM L BLOCK
13387	3/19/2018	1,664.53	CoastCom, Inc.	TELEPHONE + PURCHASE NEW CONFERENCE PHONE
13388	3/19/2018	59.95	DAVID WHEELER	MILEAGE I BLOCK/SALEM
13389	3/19/2018	50.03	Dish	DISH
13390	3/19/2018	1,151.42	Fred Meyer Customer Charges	OPERATIONS/OFFICE EXPENSES
13391	3/19/2018	1,344.00	INNOVA LEGAL ADVISORS	HOWARD GRIEVANCE/LEGAL
13392	3/19/2018	93.33	Marie Mills Center, Inc	shredding
13392	3/19/2018	897.87	Marie Mills Center, Inc	transit center janitorial
13393	3/19/2018	500.00	NATHAN LEVIN	COASTAL CONNECTOR LEASE
13394	3/19/2018	24.00	NEW AGE CAR WASH	VAN WASHES
13395	3/19/2018	220.93	Office Depot Credit Plan	OFFICE SUPPLIES
13396	3/19/2018	150.00	ROCKAWAY CHAMBER OF COMMERCE	ROCKAWAY CHAMBER MEMBERSH DUES
13397	3/19/2018	95.00	Ronald Pimentel	CDL PHYSICAL
13398	3/19/2018	665.00	TRANSPORT WISDOM, LTD	CDL TESTS
13399	3/19/2018	274.56	VERIZON	ECOLANE DATA
13400	3/29/2018	44.94	CLAYTON NORRBOM	60X MILEAGE
13400	3/29/2018	25.25	CLAYTON NORRBOM	TRAINING LUNCH WITH JESSE AN SARAH
13401	3/29/2018	95.00	Cyndie Siemsen	CDL
13402	3/29/2018	89.88	DAVID WHEELER	mileage for 60x
13403	3/29/2018	50.00	Gary A. Hanenkrat	MARCH 22 2018 BOARD MEETING
13404	3/29/2018	50.00	JACKIE EDWARDS	MARCH 22 2018 BOARD MEETING
13405	3/29/2018	19.98	JERRY BOND	JERRY/MIKE MEAL PICK UP BUS 31
13406	3/29/2018	50.00	JIM HUFFMAN	MARCH 22 2018 BOARD MEETING
13407	3/29/2018	50.00	JUDY RIGGS	MARCH 22 2018 BOARD MEETING
13408	3/29/2018	50.00	MARTY HOLM	MARCH 22 2018 BOARD MEETING
13409	3/29/2018	50.00	MERRIANNE HOFFMAN	MARCH 22 2018 BOARD MEETING
13410	3/29/2018	133.97	Petty Cash Clerk	PETTY CASH
Report Total		89,044.42		

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Tillamook County Transportation District

Check/Voucher Register

1006 - Payroll Checking

From 3/1/2018 Through 3/31/2018

Document Number	Document Date	Payee
030218-01	3/2/2018	DANIELL F. AMAYA
030218-02	3/2/2018	SYLVIE G. BALLANCE
030218-03	3/2/2018	LAURA M. BEELER
030218-04	3/2/2018	JEREMY J. BELLANTE
030218-05	3/2/2018	NANCY A. BROWN
030218-06	3/2/2018	TERRA L. BUCHANAN
030218-07	3/2/2018	ERIN L. CLAWSON
030218-08	3/2/2018	CLIFFORD R. DERRICK
030218-09	3/2/2018	RICHARD A. DIETZ
030218-10	3/2/2018	KARRI L. HOOKER
030218-11	3/2/2018	TOMMIE L. HUFFMAN
030218-12	3/2/2018	JAMES N. JETT
030218-13	3/2/2018	ROBERT R. KENNEY
030218-14	3/2/2018	MICHAEL J. LOWENSTEIN
030218-15	3/2/2018	JOHN C. MAGNANO
030218-16	3/2/2018	TYLER J. MARSHALL
030218-17	3/2/2018	CHRISTOPHER A. MOTLEY
030218-18	3/2/2018	ALLAN G. NEWCOMB
030218-19	3/2/2018	CLAYTON T. NORRBOM
030218-20	3/2/2018	PAUL J. NORTON
030218-21	3/2/2018	BRENT K. OLSON
030218-22	3/2/2018	JAMES M. PALMER
030218-23	3/2/2018	GARY R. PETERSON
030218-24	3/2/2018	DOUGLAS W. PILANT
030218-25	3/2/2018	RONALD G. PIMENTEL
030218-26	3/2/2018	VERNON L. RESSLER
030218-27	3/2/2018	GWENDOLYN J. RUSSELL
030218-28	3/2/2018	ROBERT W. RYAN
030218-29	3/2/2018	STEVE H. SCHWABE
030218-30	3/2/2018	KATHLEEN E. SCHWABE
030218-31	3/2/2018	MICHAEL P. THOMPSON
030218-32	3/2/2018	TABATHA R. WELCH
030218-33	3/2/2018	DAVID T. WHEELER
030218-34	3/2/2018	COLEEN A. WILLIAMS
030518-01	3/5/2018	NANCY A. BROWN
031618-01	3/16/2018	DANIELL F. AMAYA
031618-02	3/16/2018	SYLVIE G. BALLANCE
031618-03	3/16/2018	LAURA M. BEELER
031618-04	3/16/2018	JEREMY J. BELLANTE
031618-05	3/16/2018	ERIN L. CLAWSON
031618-06	3/16/2018	CLIFFORD R. DERRICK
031618-07	3/16/2018	RICHARD A. DIETZ
031618-08	3/16/2018	KARRI L. HOOKER
031618-09	3/16/2018	TOMMIE L. HUFFMAN
031618-10	3/16/2018	JAMES N. JETT
031618-11	3/16/2018	ROBERT R. KENNEY
031618-12	3/16/2018	MICHAEL J. LOWENSTEIN
031618-13	3/16/2018	JOHN C. MAGNANO
031618-14	3/16/2018	TYLER J. MARSHALL
031618-15	3/16/2018	CHRISTOPHER A. MOTLEY
031618-16	3/16/2018	ALLAN G. NEWCOMB
031618-17	3/16/2018	CLAYTON T. NORRBOM
031618-18	3/16/2018	PAUL J. NORTON
031618-19	3/16/2018	BRENT K. OLSON
031618-20	3/16/2018	JAMES M. PALMER
031618-21	3/16/2018	GARY R. PETERSON
031618-22	3/16/2018	DOUGLAS W. PILANT

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Tillamook County Transportation District

Check/Voucher Register

1006 - Payroll Checking

From 3/1/2018 Through 3/31/2018

Document Number	Document Date	Payee
031618-23	3/16/2018	RONALD G. PIMENTEL
031618-24	3/16/2018	VERNON L. RESSLER
031618-25	3/16/2018	ROBERT W. RYAN
031618-26	3/16/2018	STEVE H. SCHWABE
031618-27	3/16/2018	KATHLEEN E. SCHWABE
031618-28	3/16/2018	MICHAEL P. THOMPSON
031618-29	3/16/2018	TABATHA R. WELCH
031618-30	3/16/2018	DAVID T. WHEELER
031618-31	3/16/2018	COLEEN A. WILLIAMS
033018-01	3/30/2018	DANIELL F. AMAYA
033018-02	3/30/2018	SYLVIE G. BALLANCE
033018-03	3/30/2018	LAURA M. BEELER
033018-04	3/30/2018	JEREMY J. BELLANTE
033018-05	3/30/2018	ERIN L. CLAWSON
033018-06	3/30/2018	CLIFFORD R. DERRICK
033018-07	3/30/2018	RICHARD A. DIETZ
033018-08	3/30/2018	KARRI L. HOOKER
033018-09	3/30/2018	TOMMIE L. HUFFMAN
033018-10	3/30/2018	JAMES N. JETT
033018-11	3/30/2018	ROBERT R. KENNEY
033018-12	3/30/2018	MICHAEL J. LOWENSTEIN
033018-13	3/30/2018	JOHN C. MAGNANO
033018-14	3/30/2018	TYLER J. MARSHALL
033018-15	3/30/2018	CHRISTOPHER A. MOTLEY
033018-16	3/30/2018	ALLAN G. NEWCOMB
033018-17	3/30/2018	SARAH J. NORRBOM
033018-18	3/30/2018	CLAYTON T. NORRBOM
033018-19	3/30/2018	PAUL J. NORTON
033018-20	3/30/2018	BRENT K. OLSON
033018-21	3/30/2018	JAMES M. PALMER
033018-22	3/30/2018	GARY R. PETERSON
033018-23	3/30/2018	DOUGLAS W. PILANT
033018-24	3/30/2018	RONALD G. PIMENTEL
033018-25	3/30/2018	VERNON L. RESSLER
033018-26	3/30/2018	ROBERT W. RYAN
033018-27	3/30/2018	STEVE H. SCHWABE
033018-28	3/30/2018	KATHLEEN E. SCHWABE
033018-29	3/30/2018	MICHAEL P. THOMPSON
033018-30	3/30/2018	TABATHA R. WELCH
033018-31	3/30/2018	DAVID T. WHEELER
033018-32	3/30/2018	COLEEN A. WILLIAMS
5128	3/2/2018	DONALD M. ANDERSON
5129	3/2/2018	CATHRYN L. BOND
5130	3/2/2018	JERRY D. BOND
5131	3/2/2018	JAMES P. BROWN
5132	3/2/2018	RONALD B. FOX
5133	3/2/2018	PEGGY PETERSON
5134	3/2/2018	CYNDIE S. SIEMSEN
5135	3/2/2018	LEONARD W. STITT
5136	3/2/2018	HRA VEBA TRUST
5137	3/2/2018	UNITED FINANCE
5138	3/9/2018	RONALD B. FOX
5139	3/7/2018	RONALD B. FOX
5140	3/16/2018	DONALD M. ANDERSON
5141	3/16/2018	CATHRYN L. BOND
5142	3/16/2018	JERRY D. BOND
5143	3/16/2018	JAMES P. BROWN

10

Tillamook County Transportation District

Check/Voucher Register

1006 - Payroll Checking

From 3/1/2018 Through 3/31/2018

<u>Document Number</u>	<u>Document Date</u>	<u>Payee</u>
5144	3/16/2018	JESSE D. MARTIN
5145	3/16/2018	PEGGY PETERSON
5146	3/16/2018	CYNDIE S. SIEMSEN
5147	3/16/2018	LEONARD W. STITT
5148	3/16/2018	SARAH J. NORRBOM
5149	3/15/2018	ATU LOCAL #757
5150	3/15/2018	Shriners Hospital for Children
5151	3/15/2018	AUTISM SOCIETY OF OREGON
5152	3/15/2018	UNITED FINANCE
5153	3/19/2018	SPECIAL DISTRICTS INS. SERVICE
5154	3/19/2018	SPECIAL DISTRICTS INS. SERVICE
5155	3/19/2018	PACIFIC SOURCE
5157	3/20/2018	REGENCE BLUECROSS BLUESHIELD
5158	3/20/2018	VANCE L. HOWARD
5159	3/20/2018	ATU LOCAL #757
5160	3/30/2018	DONALD M. ANDERSON
5161	3/30/2018	JERRY D. BOND
5162	3/30/2018	CATHRYN L. BOND
5163	3/30/2018	JAMES P. BROWN
5164	3/30/2018	JESSE D. MARTIN
5165	3/30/2018	PEGGY PETERSON
5166	3/30/2018	CYNDIE S. SIEMSEN
5167	3/30/2018	LEONARD W. STITT
5168	3/30/2018	UNITED FINANCE

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Tillamook County Transportation District

Check/Voucher Register

1011 - Prop. Mgmt. Checking

From 3/1/2018 Through 3/31/2018

<u>Document Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
4086	3/7/2018	71.00	ALLEN'S LOT MAINTENANCE LLC	lot maintenance
4087	3/7/2018	156.00	City Of Tillamook	WATER AND SEWER
4088	3/7/2018	500.00	DAN THE BUG MAN LLC	rodent control
4089	3/7/2018	29,678.46	JACKSON CONTRACTING LLC	BUILDING REMODEL
4090	3/7/2018	1,577.00	JORDAN SCHRADER RAMIS, PC	LEGAL
4091	3/7/2018	388.00	North Coast Lawn	lawn maintenance
4092	3/7/2018	1,740.75	PLANNING SOLUTIONS	BUILDING REMODEL
4093	3/7/2018	135.25	CITY SANITARY SERVICE	GARBAGE
4094	3/19/2018	2,790.00	BERKSHIRE HATHAWAY	TFCC RENT COMMISSION
4095	3/19/2018	304.12	Marie Mills Center, Inc	office janitorial
4096	3/29/2018	48,828.87	JACKSON CONTRACTING LLC	REMODEL - FINAL PAYMENT
Report Total		86,169.45		

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UMPQUA BANK: CLOSING DATE 3/25/2018			
Date	Vendor	Description of Transaction	Amount
DOUG PILANT			
26-Feb	DENNY'S	MEALS/DOUG & GARY MEETING	\$ 33.91
14-Mar	AMAZON	HEADSETS	\$ 579.90
14-Mar	AMAZON	HEADSET EQUIPMENT	\$ 114.48
19-Mar	GARIBALDI PORTSIDE	MEALS/DOUG & JUDY MEETING	\$ 39.60
23-Mar	UPSP	POSTAGE	\$ 100.00
23-Mar	PACIFIC RESTAURANT	MEALS/DOUG & GARY MEETING	\$ 39.00
			\$ 906.89
RONNY FOX			
2-Mar	THE WILD HARE	MEAL/RONNY TOOK 106 TO CANBY	\$ 15.99
5-Mar	OCHOAS MEXICAN	MEAL/RONNY & JERRY P/U GYM EQUIP.	\$ 20.00
5-Mar	U-HAUL	RENTAL TO P/U GYM EQUIP.	\$ 191.91
			\$ 227.90
CATHY BOND			
02/26/18	C&C SMART	NANCYS & RONNYS RETIREMENT PARTIES	\$ 108.38
02/26/18	GOODWILL	NANCYS RETIREMENT PARTY	\$ 15.93
03/06/18	ADOBE	MONTHLY FEE/SOFTWARE	\$ 24.99
03/12/18	BLUE HERON	NWOTA MEETING, 7 MEALS	\$ 65.25
			\$ 214.55
TABATHA WELCH			
03/23/18	TILLAMOOK BOWLING	TABATHA/MEAL BOARD MEETING	\$ 7.75
			\$ 7.75
		Charges total	\$ 1,357.09
		Grand Total	\$ 1,357.09
APPROVAL		DATE	

AV
4-2-18



March 2018 Statement

Open Date: 02/24/2018 Closing Date: 03/26/2018

Visa® Platinum Business Rewards Card
TILLAMOOK CNTY TRANS (CPN 001469460)

Account:

Cardmember Service
BUS 30 ELN 78

1-866-552-8855
15

New Balance	\$1,357.09
Minimum Payment Due	\$14.00
Payment Due Date	04/22/2018

Reward Points	
Earned This Statement	1,531
Reward Center Balance as of 03/25/2018	63,036
For details, see your rewards summary.	

Activity Summary		
Previous Balance	+	\$3,091.63
Payments	-	\$3,091.63 ^{CR}
Other Credits		\$0.00
Purchases	+	\$1,357.09
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
New Balance	=	\$1,357.09
Past Due		\$0.00
Minimum Payment Due		\$14.00
Credit Line		\$10,000.00
Available Credit		\$8,642.91
Days in Billing Period		31

Payment Options:



Mail payment coupon
with a check



Pay online at
myaccountaccess.com



Pay by phone
1-866-552-8855

Please detach and send coupon with check payable to: Cardmember Service CPN 001469460



099

24-Hour Cardmember Service: 1-866-552-8855

- to pay by phone
- to change your address

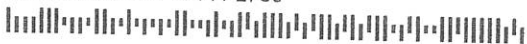
Account Number	7790
Payment Due Date	4/22/2018
New Balance	\$1,357.09
Minimum Payment Due	\$14.00

000010532 01 SP 000638810453119 P Y

Amount Enclosed \$ _____

TILLAMOOK CNTY TRANS
ACCOUNTS PAYABLE
3600 3RD ST STE A
TILLAMOOK OR 97141-2730

Cardmember Service
P.O. Box 790408
St. Louis, MO 63179-0408



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March 2018 Statement 02/24/2018 - 03/26/2018

TILLAMOOK CNTY TRANS (CPN 001469460)

Page 2 of 4

Cardmember Service

1-866-552-8855

Visa Business Rewards
Rewards Center Activity as of 03/25/2018

Rewards Center Activity*	0
Rewards Center Balance	63,036

*This item includes points redeemed, expired and adjusted.

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	1,184	4,721
Gas, Restaurants & Telecom Double Points	347	2,075
Total Earned	1,531	6,796

For rewards program inquiries and redemptions, call 1-888-229-8864 from 8:00 am to 10:00 pm (CST) Monday through Friday, 8:00 am to 5:30 pm (CST) Saturday and Sunday. Automated account information is available 24 hours a day, 7 days a week.

Important Messages

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

Annual Account Summary tool can help you review your spending and plan ahead. An updated monthly report is available at the beginning of each month, it provides a clear picture of your spending pattern for year-to-date purchases and the prior two years. Yearend summary of charges, Expense by category and print feature for tax reporting are a few of the many features available to you. For details, log in to myaccountaccess.com/AAS.

Monitor purchases and manage spending activity. An easy way to monitor your spending is with the Spend Analysis tool. A more convenient way to view and monitor your credit card spending history. With Spend Analysis, you can securely view your transaction and spending information online. It's a valuable tool that will help you manage your expenses from the convenience of your computer! See enclosed insert for more details.

Transactions **PILANT, DOUGLAS** **Credit Limit \$5000**

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
02/26	02/22	6872	DENNY'S #8113 18007336 TILLAMOOK OR	\$33.91	_____
03/14	03/13	4668	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA	\$579.90	_____
03/14	03/13	2913	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA	\$114.48	_____
03/19	03/16	7288	GARIBALDI PORTSIDE GARIBALDI OR	\$39.60	_____
03/23	03/22	5500	USPS POSTAGE ENDICIA.C 800-576-3279 CA	\$100.00	_____
03/23	03/22	0060	PACIFIC RESTAURANT TILLAMOOK OR	\$39.00	_____
			Total for Account	\$906.89	
			7808		

Continued on Next Page

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Transactions		FOX, RONALD B			Credit Limit	\$2000
Post Date	Trans Date	Ref #	Transaction Description		Amount	Notation
Purchases and Other Debits						
03/02	02/28	9509	THE WILD HARE SALOON & CANBY OR		\$15.99	_____
03/05	03/02	6166	OCHOA'S MEXICAN FOOD HILLSBORO OR		\$20.00	_____
03/05	03/01	4882	U-HAULWWS LOCK & KEY TILLAMOOK OR		\$191.91	_____
Total for Account				301	\$227.90	

Transactions		BOND, CATHY			Credit Limit	\$1500
Post Date	Trans Date	Ref #	Transaction Description		Amount	Notation
Purchases and Other Debits						
02/26	02/24	4874	C&C SMART FOOD52305778 TIGARD OR		\$108.38	_____
02/26	02/25	4768	GOODWILL OF TILLAM TILLAMOOK OR		\$15.93	_____
03/06	03/05	7875	ADOBE SYSTEMS, INC. 800-833-6687 CA		\$24.99	_____
03/12	03/09	8716	BLUE HERON FRENCH CH TILLAMOOK OR		\$65.25	_____
Total for Account				022	\$214.55	

Transactions		WELCH, TABATHA			Credit Limit	\$1500
Post Date	Trans Date	Ref #	Transaction Description		Amount	Notation
Purchases and Other Debits						
03/23	03/22	0184	TILLAMOOK BOWLING LANE TILLAMOOK OR		\$7.75	_____
Total for Account				16	\$7.75	

Transactions		BILLING ACCOUNT ACTIVITY				
Post Date	Trans Date	Ref #	Transaction Description		Amount	Notation
Payments and Other Credits						
03/16	03/16	8	PAYMENT THANK YOU		\$3,091.63CR	_____
Total for Account				1	\$3,091.63CR	

2018 Totals Year-to-Date	
Total Fees Charged in 2018	\$0.80
Total Interest Charged in 2018	\$80.91

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	13.74%	
**PURCHASES	\$1,357.09	\$0.00	YES	\$0.00	13.74%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	25.49%	

Contact Us
 Phone

 Voice: 1-866-552-8855
 TDD: 1-888-352-6455
 Fax: 1-866-807-9053

 Questions

 Cardmember Service
 P.O. Box 6353
 Fargo, ND 58125-6353


Mail payment coupon with a check

 Cardmember Service
 P.O. Box 790408
 St. Louis, MO 63179-0408


Online

myaccountaccess.com

End of Statement

TILLAMOOK CNTY TRANS

Get Connected

Special Offers and important updates sent to you.
 Take full advantage of your card benefits!

Visit "email.myaccountaccess.com" to enroll.

Visit email.myaccountaccess.com to enroll in Credit Card Account Access Click "to enroll" and enter your information

17

nwCONNECTOR

Coordinating Committee Meeting

April 13, 2018

Tillamook County Transportation District

3600 3rd St

Tillamook, OR

10:00 am—3:00 pm

Teleconference Information

866/755-7677

Pin # 005939

Agenda

10:00— 10:05a	1. Introductions. Welcome to Guests	Doug Pilant
10:05— 10:30a	2. Consent Calendar (Action Items) <ul style="list-style-type: none"> ✚ March 9, 2018 Meeting Minutes (attached) ✚ March 2018 Financial Report ✚ Ridership Tracking (March 2018) 	Doug Pilant
10:30— 11:00a	3. Draft 2018—2019 Budget	Doug Pilant
11:00— 12:00p	4. NWOTA Standing Items <ul style="list-style-type: none"> ✚ IGA ✚ Marketing: NWOTA Newsletter, NW Oregon Events, Bicycle Website, Boomer ads ✚ Signage 	Doug Pilant Mary McArthur Trillium
12:00— 12:30p	5. Lunch	
12:30— 1:00p	6. NWOTA Standing Items (cont)	
1:00— 2:00p	7. Other Business and Member Updates	All

Attachments:

March 9, 2018 Meeting Minutes
Amended and Restated IGA

NWOTA meetings are open to the public and accommodations will be provided to persons with disabilities. If a sign language interpreter is needed, please call Mary McArthur at 503.228.5565 at least 48 hours prior to the meeting.

www.nwconnector.net



NW Oregon Transit Alliance (NWOTA)
Coordinating Committee Meeting Minutes
March 9, 2018
Tillamook County Transportation District
Tillamook, OR

1. Introductions: Doug Pilant, Coordinating Committee Chair, opened the meeting. Meeting attendees included:

- Cynda Bruce—Lincoln County Transportation
- Jeff Hazen—Sunset Empire Transit District
- Lee Lazaro—Benton County Transit
- Doug Pilant—Tillamook County Transportation
- Ryan Farncomb, Rafael Belloc, Adrianna Stanley—CH2M, now Jacobs
- Mark Barnard, Arla Miller, Ken Shonkwiler—ODOT
- Holly Kvalheim—Trillium

Welcome to Mark, new ODOT Regional Transit Coordinator for the southern half of Region 2

2. Consent Calendar: Unanimously approved. (JH/LL)

- ✦ February 8, 2018 Meeting Minutes

- ✦ February 2017 Financial Report—Doug reviewed. Only additions such last month's report include the transfers to cover reimbursement for the marketing and website expenses, and the expense of Cathy's driver training travel.

- ✦ 2017 Ridership Tracking—January report doesn't include Columbia County's numbers. Mary will coordinate with Chad. **Have 2015 and 2016 numbers from all partners except Columbia County, so will get a full report for the March meeting.**

3. STIP Transit Access Study

Consultants and ODOT went through concept designs for each of the proposed stops. Consultants will continue to work individually with the partners, with 30% design to be completed later this Summer.

4. NWOTA Standing Items

- ✦ IGA. Only two modifications: Fiscal Agent, and how assets are disbursed. Update whereases. Partner boards can adopt amendments by resolution.

- ✦ Signage. Doug had sign-maker draft a couple of concepts. Cynda just completed a number of new signs, so all she needs is the NW Connector logo information so that it can be added. SETD doesn't have a need for horizontal signs. Looking at moving toward square poles with holes with rivets. One option would be to look at how a NW Connector would look with formatting more like the Tri-Met signs.

- ✦ Travel Tillamook Ad. Doug handed out ad that is included in Travel Tillamook guide. Partners are color-coded. May be a good design for the bus signs.

- ✦ Marketing. Given the lack of marketing budget for the next 18 months, partners are looking to do more public information outreach. Mary provided a rough draft of potential events in the NW Connector region that might be candidates for requests to see if they would be interested in adding the NW Connector as a transportation resource to their event advertising. Partners agreed to review the list and make amendments.

Newsletter—Holly Kvalheim called into the meeting to discuss how the website might be used for additional outreach. If NWOTA is looking at partnering with local events and festivals, it might be good to make events more prominent on the webpage, with "Upcoming Events." ID event partners, contact info. Develop a press kit. Lee already partners with Amtrak, two for one

bus tickets. Packet includes voucher, trip information, schedule, NW Connector service. Develop a data base with both street and email list.

A newsletter could include what's new, promote specials. Mail Chimp has formatted newsletters that are sent electronically. Who would manage NW Connector Newsletter? NWOTA Administrator. Mary will reach out to travel partners, what events and what put into our newsletters.

Holly will put together an estimate to add to website: upcoming events to plan your trip, establishing a database on riders and potential riders, and newsletter template. Promoting events, specials, stories about rider trips, profiles, interesting stories about transit, eg, PSU work. Links to transit stories. Travel-related items. New services, eg, Swiftly. What's new section. Additional thoughts, email to Holly@TrilliumTransit.com

Need to look at other options for digital advertising. Eg, if google something, will get multiple future ads for the same item. PSU could send out push ads to all of its students. Search on the bus, ride the NW Connector would show up.

Drive Oregon website. National RTAP.org

Mary will work coordinate with Tabatha, TCTD's finance person on how much funding may be available for marketing out of the current FY budget.

5. Member Updates

- ✦ Sunset—Working on kicking off Swiftly. Less than \$20,000 to set up. Renewal runs around \$12,000 annually. Finished feasibility study on combining SETD and CCR, not feasible. Electric bus demo, doesn't have enough power to get up the hill to the college. Conversion bus, but old technology that doesn't work in this terrain. Found office and bus storage space in Seaside, savings on deadheading buses, but Board wasn't comfortable committing to it. March 24th, SETD turns 25th.
- ✦ Lincoln County—Finished Transit Development Plan. Now ready for STF. Will be updated HB2017 transit numbers coming up in the next month that can be used in the upcoming budget. Will start work on Swiftly for Lincoln County.
- ✦ Tillamook—Building retrofit done. Implemented new Dial-a-Ride scheduling software. Just signed a five-year lease with Tillamook Family Counseling to fill out the rest of the building.
- ✦ ODOT—Almost done selling the Valley Retriever buses.
- ✦ League of Women Voters can be a good intermediary for some non-English groups.

Recorded: Mary McArthur, Col-Pac EDD and NWOTA Staff

Tillamook County Transportation District
Financial Statement - Unposted Transactions Included In Report
08 - Northwest Oregon Transit Allia

000 - Other
 From 3/1/2018 Through 3/31/2018

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Bdgt .75%
Resources						
Working Capital	3500 0.00	0.00	0.00	30,000.00	(30,000.00)	0.00%
NWOTA Partner Cont. Match	4225 0.00	0.00	30,000.00	57,120.00	(27,120.00)	52.52%
Grants - 5311 (f)	4240 0.00	2,550.00	23,752.00	30,600.00	(6,848.00)	77.62%
Transfer From General Fund	4911 0.00	0.00	14,280.00	14,280.00	0.00	100.00%
Transfer from STF Fund	4916 0.00	90,000.00	79,205.00	90,000.00	(10,795.00)	88.00%
Total Resources	0.00	92,550.00	147,237.00	222,000.00	(74,763.00)	66.32%
Expenses						
Materials and Services						
Professional Services	5100 0.00	1,750.00	0.00	21,000.00	21,000.00	0.00%
Administrative Support	5101 0.00	2,083.33	8,642.38	25,000.00	16,357.62	34.56%
Website Maintenance	5102 27,239.00	90,416.67	27,239.00	95,000.00	67,761.00	28.67%
Marketing	5190 0.00	2,354.17	30,157.87	28,250.00	(1,907.87)	106.75%
Website Re-Design	5191 (27,239.00)	0.00	0.00	0.00	0.00	0.00%
Travel & Training	5220 0.00	416.67	0.00	5,000.00	5,000.00	0.00%
Total Materials and Services	0.00	97,020.84	66,039.25	174,250.00	108,210.75	37.90%
Transfers						
Transfer to General Fund	9130 0.00	0.00	4,005.00	13,000.00	8,995.00	30.80%
Reserve for Future Expenditure	9175 0.00	0.00	0.00	34,750.00	34,750.00	0.00%
Total Transfers	0.00	0.00	4,005.00	47,750.00	43,745.00	8.39%
Total Expenses	0.00	97,020.84	70,044.25	222,000.00	151,955.75	31.55%

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**AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
NORTHWEST OREGON TRANSIT ALLIANCE**

This Amended and Restated Intergovernmental Agreement, Northwest Oregon Transit Alliance, is between Columbia County, a political subdivision of the State of Oregon by and through Columbia County Rider Transportation, Benton County, Lincoln County Transportation Service District, Sunset Empire Transportation District, and Tillamook County Transportation District, all public entities organized and operating under Oregon law (parties).

RECITALS

WHEREAS, under the authority of ORS 190.010, the parties entered into an intergovernmental agreement in April, 2011 ("Original Agreement"), establishing a regional transit consortium known as the NW Oregon Transit Alliance (NWOTA) to increase coordination of services, create opportunities to collectively apply for grant funding, and operate public transit services within and connecting to each party's service areas; and

WHEREAS, working under the Original Agreement, the parties obtained a grant from the US Department of Energy (DOE) for the purpose of establishing connections and transportation links to each other's transit service areas, and providing a more coordinated service; and

WHEREAS, the Original Agreement identified Columbia County as the recipient of the DOE grant on behalf of NWOTA, for purposes of administering the grant and serving as fiscal agent for NWOTA during the life of the grant; and

WHEREAS, in August 2013, the DOE grant concluded, and Columbia County fulfilled its obligations to NWOTA and to DOE for the grant; and

WHEREAS, as contemplated in Section 3 of the Original Agreement, the parties desire to secure additional funding to continue to further develop the regional transit system and to amend the Original Agreement to redefine relationships; and

WHEREAS, other NWOTA members are willing to serve as the fiscal agent for NWOTA grants; and

WHEREAS, accordingly, the parties intend to amend the Original Agreement to remove references to the concluded DOE grant, establish a procedure for designating fiscal agents for future funding, and redefine other roles and responsibilities to reflect changes in the Alliance.

AGREEMENT

NOW, THEREFORE, the parties hereby agree, as follows:

1. NWOTA Established.

The Northwest Oregon Transit Alliance (NWOTA) is established as a regional committee, and each party is a member. NWOTA is not an entity and therefore has no authority to employ staff or enter into contracts.

2. Definitions.

For the purposes of this Agreement, the following definitions apply:

- A. “Coordinating Committee” means a subcommittee of the NWOTA that is composed of the transit director or other representative of each of the parties.
- B. “Coordinating Fiscal Entity” means the Fiscal Entity for this Agreement whose duties and responsibilities are described in Section __, below.
- C. “Fiscal Entity” means the party that is established through a Memorandum of Agreement between the parties to receive funds for a specific grant or NWOTA Project. A Fiscal Entity is the party that is ultimately responsible for the procurement of goods and services for the NWOTA Project as well as meeting any grant required terms and conditions.
- D. “NWOTA Project” means a good, service, program or activity that is funded to carry out the purpose of this Agreement. Each NWOTA Project must have a Fiscal Entity.
- E. “Parties” means the parties to this Agreement, specifically: Columbia County, Benton County, Lincoln County Transportation Service District, Sunset Empire Transportation District, and Tillamook County Transportation District.

3. Purpose.

NWOTA is formed to foster collaboration between the parties for the coordination of public transit services, connection of transit service areas, and the provision of cost effective transit services within the territory served by the NWOTA parties. These collaborative efforts include:

- A. Promoting public transportation and the Connector system throughout NWOTA service areas;
- B. Working cooperatively with the other NWOTA parties to pursue grant funding, coordinate services and generally increase the visibility and viability of public transportation throughout the region through collaborative grant writing and marketing efforts;
- C. Coordinating equipment and services associated with the interconnection of party service areas; and
- D. Developing internal expertise, including personnel, to share among the parties.

4. Coordinating Fiscal Entity.

Through this Agreement, a Fiscal Entity shall be established to provide for the general coordination of NWOTA parties and projects. This Fiscal Entity shall be called the Coordinating Fiscal Entity (CFE). Tillamook County shall serve as the CFE for this Agreement.

- A. Authority of the CFE. The CFE shall have the authority to perform the following functions, provided such functions serve the Purpose of this Agreement and receive unanimous approval of the NWOTA parties:
 - 1) Employ staff and enter into contracts;
 - 2) Apply for grant funding and enter into grant agreements;
 - 3) Manage the administrative budget and other fiscal matters relating to NWOTA project administration and coordination;
 - 4) Rent office space; and
 - 5) Purchase office equipment and supplies.
- B. Funding the CFE. The CFE shall be funded, as follows:

- 1) Each party shall contribute financially to support the general administrative needs of the CFE in carrying out its duties and responsibilities under this Agreement, as follows:
 - a. Each party shall pay a proportional share of the CFE's adopted administrative budget for NWOTA coordination, as well as any special assessment, as approved by the parties.
 - b. A party may contribute less than a proportional share if approved by all parties to this Agreement.
 - 2) This Agreement is subject to the appropriation of funds by each party, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by a party for payment required to be paid under this Agreement, then that party may withdraw from NWOTA in accordance with Section 11 of this Agreement.
 - 3) The CFE shall also be funded through grants received for NWOTA Projects. The parties agree that all significant decisions regarding grants, funding, or administration for NWOTA Projects shall be discussed and decided upon unanimously by all affected parties prior to any action by the CFE.
- C. Administrative Budget. Unless otherwise agreed to in writing by all parties (such as through a Memorandum of Agreement, as described in Section 5, below), the CFE shall be the recipient for all funding for NWOTA Projects and shall be responsible for administering the funds. The CFE shall administer the funds for NWOTA Projects, as follows:
- 1) The CFE shall propose an annual administrative budget, which shall be approved by unanimous vote of the NWOTA parties. The administrative budget must be submitted to the parties for approval no later than February for the following budget year.
 - 2) The CFE may make minor budget changes for administrative purposes to grants and other funds, as well as adjusting the NWOTA administrative budget to reflect those changes, up to an amount not to exceed ten percent (10%) of the total grant budget or ten percent (10%) of a service contract. The CFE shall communicate those changes to all other parties at the next meeting of the parties through a monthly budget report. Changes in excess of ten percent (10%) must be approved in advance by unanimous vote of all parties.
 - 3) All requests for reimbursement from NWOTA grant awards or other funds shall be sent to the CFE. The CFE will respond to such requests by issuing reimbursements in accordance with approved budgets, schedules and other applicable requirements associated with NWOTA's receipt of the funds.
 - 4) If disbursed grant funds must be returned to a grantor, the parties who received those funds must pay such funds to the CFE within 30 days of written notice for return to the grantor.
- D. Compliance with Agreements and Regulations. The CFE shall perform its duties and responsibilities in compliance with all applicable terms and conditions of NWOTA Project-related grant agreements and applicable state and local laws, including without limitation, public records law, local budget law, public contracting laws, Oregon government ethics law, and workers' compensation law.

5. Funding and Administration of NWOTA Projects.

The procedure for establishing the parties' duties and obligations with respect to any funding received for NWOTA Projects shall be as follows:

- A. For a project to qualify as an NWOTA Project, it must have the unanimous support of the parties;
- B. Prior to seeking grant funding for an NWOTA Project, the parties shall, by unanimous vote of the full Coordinating Committee:
 - 1) Identify a Fiscal Entity for the project; and
 - 2) Develop a project budget.
- C. Once a grant is awarded for an NWOTA Project, the parties shall use a Memorandum of Agreement to formally establish the Fiscal Entity for the particular NWOTA Project and set forth each party's duties and obligations; and
- D. The Fiscal Entity shall only change the budget for an NWOTA Project following a unanimous vote in support of such change from all parties.

6. Coordinating Committee (CC)

A Coordinating Committee (CC) shall be established to oversee NWOTA Projects, as follows:

- A. The CC shall consist of the transit director or other representative of each of the parties.
- B. The CC shall be responsible for:
 - 1) Determining the parties' duties and obligations for each grant awarded, which shall be memorialized in a Memorandum of Agreement approved by the parties.
 - 2) Reviewing and coordinating the tasks associated with grant agreements;
 - 3) Reviewing grant budgets and making recommendations to the CFE and parties' governing bodies regarding an annual budget and other fiscal documents relating to NWOTA Projects;
 - 4) Overseeing operations relating to NWOTA Projects, including:
 - a. Overseeing the management of grant budgets and other fiscal matters relating to NWOTA Projects.
 - b. Reviewing updates regarding operations of NWOTA project administration.
 - c. Advising the CFE on the hiring and management of administrative staff funded under a grant or annual administrative contribution.
 - d. Ensuring that all procurements and contracts comply with all applicable federal, state and local laws and regulations and with all terms and conditions associated with grant funding.
 - e. Ensuring that contracts and other documents creating liability for NWOTA parties are reviewed by legal counsel, which shall be the legal counsel for the CFE, as described above, unless the parties determine a wider review is necessary.
 - f. Ensuring that no actions take place within or affecting a party's jurisdiction without that party's consent.
- C. A majority of the CC members constitutes a quorum at any special or regular meeting.
- D. The CC may adopt rules governing its procedures, including the time and place of its regular meetings, and a procedure for calling special meetings.
- E. Any decisions of the CC that create legally binding duties or obligations for the NWOTA parties must be approved by the parties.

F. The CC shall comply with the requirements of Oregon laws, including without limitation, the Public Meetings Law, Public Records Law, Local Budget Law, public contracting laws, the Oregon Government Ethics laws, and workers' compensation laws of the State of Oregon.

7. Administrative Reimbursement

In the event that grants received for NWOTA Projects include an allowable administrative expense component, the CFE or other Fiscal Entity as established by Memorandum of Agreement by the parties shall be entitled to receive said administrative reimbursement to offset its cost of administering the grant(s). Any administrative reimbursement shall not exceed ten percent (10%) of the total grant amount.

8. Remedies

If there is a legal action to enforce this agreement, every party is responsible for its own costs and fees, including attorney fees. No party is entitled to recover attorney fees from another party, including any fees and costs incurred in an appeal.

9. Liability and Indemnification

To the extent allowed by Oregon law, each party is responsible for the consequences of any wrongful acts of their employees or agents that affect any other party or a person not a party to this agreement. Each party will release, defend, indemnify and hold harmless each other party, including its officers, employees and agents against all claims, demands, legal actions (including all attorney fees and costs) arising from this agreement where the loss or claim is attributable to the acts or omissions of that party.

10. Amendments

This agreement may be amended at any time upon the written agreement of all parties. New parties to NWOTA will join through an amendment to this Agreement.

11. Ownership, Duration, Withdrawal and Termination

- A. Ownership. Each item purchased grant funding becomes the property of the party who made the purchase. Each partner owns the NWOTA website code in its entirety jointly and severally.
- B. Duration. This Agreement will continue until June 30, 2016 and automatically renew annually thereafter, unless terminated as set forth below.
- C. Withdrawal.
 - 1) A party may withdraw from the NWOTA by giving at least 120 days written notice of its intent to withdraw to the CC Chair. The written notification (not email) must include a transition plan developed by the withdrawing party. The transition plan must include: 1) an inventory listing each NWOTA related interconnection to address prior to withdrawal, 2) a written summary of a meeting with the CFE to review withdrawal requirements including compliance with grant and financial requirements, and 3) a timeline for withdrawing based on that meeting.
 - 2) A party may withdraw while still a party to an NWOTA funding contract or grant; however, obligations incurred under this Agreement or any subsequent amendment or Memorandum of Agreement, shall survive termination. The withdrawing party will not be liable for any liabilities, including grant and other

fiscal responsibilities, occurring after the withdrawal letter is accepted in writing by the parties.

- 3) Upon approval of a transition plan and a party's withdrawal, the former party has no financial obligations to NWOTA parties, but must return any disbursed grant funds required to be returned by a grant agreement.
 - 4) A party may withdraw from the NWOTA without 120-day written notice as provided above only with the consent of all remaining parties.
- D. Termination. The NWOTA and this agreement may be terminated with the written consent of all parties.

12. Severability

The terms of this agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter that results in the invalidity of any part does not affect the remainder of the agreement.

13. Interpretation

The terms and conditions of this agreement will be liberally construed under Oregon law in accordance with the general purposes of the agreement.

14. No Third Party Beneficiaries

The parties are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, or indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

15. Effective Date

This agreement takes effect upon its approval by the governing bodies of all parties and the authorized signatures of party officials.

16. This Agreement may be executed in one or more counterparts, each is deemed an original, and they are all the same Agreement.

APPROVED AND SIGNED by the appropriate officers authorized to execute this agreement on behalf of the governing body of each party:

SIGNATURE PAGE TO FOLLOW

COLUMBIA COUNTY:

Commissioner

Commissioner

Commissioner

Dated:

County Counsel
APPROVED AS TO FORM

BENTON COUNTY:

Commissioner

Commissioner

Commissioner

Dated:

County Counsel
APPROVED AS TO FORM

LINCOLN COUNTY:

Commissioner

Commissioner

Commissioner

Dated:

County Counsel
APPROVED AS TO FORM

**SUNSENT EMPIRE TRANSIT
DISTRICT:**

Board Chair

Dated:

General Counsel
APPROVED AS TO FORM

**TILLAMOOK TRANSPORTATION
DISTRICT:**

General Manager

Dated:

General Counsel
APPROVED AS TO FORM

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Tillamook County Transportation District
Board of Directors Regular Monthly Meeting
Thursday, March 22, 2018 – 6:30PM
Transportation Building
3600 Third Street, Tillamook, OR
Meeting Minutes



1. Call to Order: Board Chair Judy Riggs called the meeting to order at 6:30pm
2. Pledge of Allegiance
3. Roll Call:

Present

TCTD Board of Directors

Judy Riggs, Board Chair – excused at 8:15pm
Gary Hanenkrat, Treasurer
Marty Holm, Vice Chair
Jackie Edwards, Director
Merrienne Hoffman, Director
Jim Huffman, Secretary (by telephone)

TCTD Staff

Doug Pilant, General Manager
Brent Olson, Superintendent
Tabatha Welch, Accounting Specialist/Acting Board Clerk

Absent

Cathy Bond, HR Specialist/Board Clerk

Guest

Chris Kell
Geoff Wullschlager

4. Announcements and Changes to Agenda: None.
5. Public & Guest Comments: None.
6. Executive Session: None.

REPORTS

7. Information: General Managers Report:

- a. Financial Report: GM Doug Pilant reviewed the February 2018 financial reports. District is 66% through the Fiscal Year. No questions
- b. Service Measure Performance Report: GM presented the YTD February 2018 monthly performance reports. No questions
- c. Northwest Oregon Transit Alliance: GM Doug Pilant reviewed the NWOTA meeting agenda, minutes, finance report with the Board.

These minutes contain materials which paraphrase and/or summarize statements made during this meeting. Only text enclosed in quotation marks report a speaker's exact words.

1. Transit Stop Concepts handout. GM Doug Pilant handed out and presented the proposed NWOTA Transit Access Project bus stop Concepts Report for the planned Tillamook County bus stops. The proposed stops included bus stops in Pacific City, Hebo and Rockaway Beach. GM Doug Pilant clarified questions about the location of the Hebo bus stop, amenities for all of the stops, the time-line for completion of the stops, and additional planning and collaboration required to complete the project(s).
- d. Planning & Development:
- i. Cape Kiawanda Master Plan: Director Hoffman attended the Parking Management Plan meeting with the PC-Woods Community Advisory Committee meeting on Friday, February 23rd at the Cape Kiawanda Community Center. GM Doug Pilant asked if she had any comments she said there was discussion about the shuttle and there was excitement.
 - ii. Cloverdale bus stop. GM Doug Pilant Doug reported that he met with the Tillamook County Chief of Staff, Rachel Hagerty to discuss options to advance the Cloverdale Wayside Project. The Plan is stalled due to a lack of funding to complete the Project' 30% design. ODOT has requested \$50,000 to be paid upfront and the County doesn't have any money identified. Director Hoffman had question about NB vs SB bus stops. GM Doug Pilant explained this location would only serve as a SB bus stop and that the NB bus stop had been deleted from the project. Director Hoffman said the original need was for a bathroom and a place for people to stop. Director Huffman said he was concerned about homeless taking over the facility.
 - iii. Grand Ronde Transit Development Plan: GM Doug Pilant attended the Planning Advisory Committee meeting on February 28th in Grand Ronde. Next phase is community wide survey during the first weeks of April.
 - iv. Statewide Transportation Investment Fund (STIF): GM Doug Pilant reviewed the STIF process that ODOT has proposed. The Administrative Rules require the District to establish a new advisory committee to develop plans and make recommendations to the Board.
- e. Grant Funding:
- i. Section 5310: TCTD was awarded \$100,000 for the preventative maintenance grant for next fiscal year.
 - ii. Section 5339: TCTD submitted 3 grant applications:
 1. Replace 4 buses – we were awarded 72k to replace one bus.
 2. Purchase and install generator – we did not get this grant.
 3. Design, purchase and install post office bus stop shelter-we were awarded 24k for this grant. Director Huffman asked where the bus stop would be, GM Doug Pilant said it would be located where the bus stop sign is located near the Post Office.
 - iii. STP Vehicle Replacement Application: The District applied for 4 expansion vehicles and we were awarded \$620,000. Director Huffman

asked about a timeline. GM Doug Pilant said these grant monies will be available in the next fiscal year. Director Holm asked about surplus of vehicles. GM Doug Pilant said most likely we will.

- f. Facility/Property Management:
 - i. Renovation: Project is complete, and we are waiting for one final invoice from Jackson Construction.
 - ii. Received a signed lease agreement from TFCC. Tenant improvements began in March. Tentative plan is for TFCC to move into the office space in late June or early July.
 - iii. Lighting Project/PUD. GM Doug Pilant reviewed the project.
- g. Miscellaneous:
 - i. Ecolane Scheduling and Dispatching Software: The "Go Live" date was February 27th. GM Doug Pilant gave credit to Superintendent Brent Olson. We still have driver availability issue.
 - ii. Swiftly – GM Doug Pilant and HR Specialist Cathy Bond did a webinar presentation on how the District has adopted uses for the Swiftly App. The webinar had a nation-wide audience and we received excellent reviews. An article is being written about how the District is using Swiftly and to highlight the benefits the District has received since adopting this technology. Sunset Transit is in the process of purchasing Swiftly technology and Lincoln County is also interested in learning more about Swiftly. Director Huffman asked if this was a satellite system. GM Doug Pilant explained that Swiftly App uses GPS trackers on the buses that communicate with the Verizon Wireless Network.
 - iii. Ride Care Blanket Purchase Agreement. GM Doug Pilant said the District has received a new Ride Care Blanket Purchase Agreement that will be brought to the April board meeting for approval.

CONSENT CALENDAR

- 8. Motion: Approval of Minutes of February 22, 2018 Board Meeting
- 9. Motion: Acceptance of Financial Report: February 2018

Motion by Director Holm to adopt the Consent Calendar. *Motion Seconded* by Director Hoffman. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

MOTION PASSED

By Directors Edwards, Hanenkrat, Holm, Hoffman, Huffman
and Board Chair Judy Riggs.

ACTION ITEMS

- 10. Resolution 18-02 Authorizing GM to add four (4) full time and two (2) part-time driver positions

GM Doug Pilant explained the Resolution to the Board. Director Holm asked if there would be an increase to driver payroll. GM Doug Pilant explained this would increase paid driver benefits.

Motion by Director Hoffman to approve Resolution 18-02 Authorizing GM to add four (4) full time and two (2) part-time driver positions. *Motion Seconded* by Director Edwards. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

MOTION PASSED

By Directors Edwards, Hanenkrat, Holm, Hoffman, Huffman
and Board Chair Judy Riggs.

11. Resolution 18-03 Authorizing the GM to accept a \$13,320 Energy Rebate and Execute a 5-year \$21,975 Loan from Tillamook People's Utility District

GM Doug Pilant explained the Resolution to the Board.

Motion by Director Hanenkrat to approve the Resolution 18-03 Authorizing GM to accept a \$13,320 Energy Rebate and Execute a 5-year \$21,975 Loan from Tillamook People's Utility District. *Motion Seconded* by Director Huffman. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

MOTION PASSED

By Directors Edwards, Hanenkrat, Holm, Hoffman, Huffman
and Board Chair Judy Riggs.

DISCUSSION ITEMS

12. Board Position #4 Vacancy: Marty suggested the Board make a vote tonight if everyone was ready and in agreement. Everyone agreed. The vote was unanimous for Melissa Carlson-Swanson

Motion by Director Hoffman to appoint Melissa Carlson-Swanson to the TCTD Board, Position #4. *Motion Seconded* by Director Edwards. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

MOTION PASSED

By Directors Edwards, Hanenkrat, Holm, Hoffman, Huffman
and Board Chair Judy Riggs.

13. Wellness Center: GM Doug Pilant reported that TCTD had received the free acquisition of about \$20,000 in fitness equipment from the Oregon State Police Department – Milwaukee Office. He further explained that due to the large amount of equipment the original space planned for the wellness center would not accommodate this equipment and suggested setting up the equipment in the former Accounting/HR office. Director Holm said the original area should be used for its original intent. Director Edwards suggested using the newly suggested space for the wellness room for now and re-assess in six months, Director Hoffman agreed. Director Riggs suggested also having a sign in sheet to track employee use. Doug said that before the equipment can be used the District will have to modify the employee handbook to establish the wellness center as an employee benefit.

14. Staff Comments/Concerns

GM Doug Pilant: None

Superintendent Brent Olson: None

These minutes contain materials which paraphrase and/or summarize statements made during this meeting. Only text enclosed in quotation marks report a speaker's exact words.

Accounting Specialist Tabatha Welch: None
HR Specialist/Board Clerk Cathy Bond: Absent

15. Board of Directors Comments/Concerns

Jim Huffman – Ronny Fox we miss you, I told one of his jokes at my Birthday party.

Merrienne Hoffman – none.

Judy Riggs –not present.

Marty Holm – I really liked Ronny’s retirement party. Thank you to the District for putting on such a nice event. Thank you, Tabatha for filling in for Cathy. How is Cathy doing? Doug said she is recovering and we hope to see her Monday.

Jackie Edwards –Thank you Tabatha for filling in for Cathy. Expressed she hoped Cathy was recovering well.

Gary Hanenkrat – none.

UPCOMING EVENTS

None.

Adjournment: Director Marty Holm adjourned the meeting at 8:23pm.

These minutes approved this 19th day of April 2018.

ATTEST:

Judy Riggs, Board Chair

Doug Pilant, General Manager

INTERGOVERNMENTAL AGREEMENT
Administering the Disadvantaged Business Enterprise
Unified Certification Function

This Agreement is made and entered into by and between the State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as "ODOT;" the State of Oregon, acting by and through its Oregon Business Development Department, hereinafter referred to as "OBDD;" and cities, counties or local partners signing on to this Agreement, hereinafter referred to as "Agencies." Parties signing this Agreement shall be referred to individually as "Party," or collectively referred to as the "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. The Disadvantaged Business Enterprise (DBE) program requirements set out in Title 49 United States Code of Federal Regulations (CFR) part 26, section 81 require that state recipients of federal transportation funds establish a "one-stop" process to certify businesses owned by socially- and economically-disadvantaged individuals as DBEs: the Unified Certification Program (UCP). 49 CFR § 26.81 requires that all recipients of federal transportation funds in a state sign an agreement establishing the UCP and submit same to the U.S. Secretary of Transportation.
3. As provided in 49 CFR part 26, only firms owned and controlled by socially- and economically-disadvantaged person(s) are to benefit from the DBE Program. ODOT Office of Civil Rights is responsible for ensuring compliance with the federal regulations in the determination of a DBE certification and will act in the capacity of Lead Agency for coordinating the program participation of the Agencies hereunder. ODOT is responsible to USDOT for assuring certification of DBEs is performed consistent with 49 CFR part 26.
4. As provided under ORS 200.055(5), OBDD is the sole agency authorized to certify enterprises as Disadvantage Business Enterprises eligible to perform on public contracts in this state. Pursuant to ORS 200.055, ODBDD herein delegates authority for administration of the Oregon UCP DBE Certification Component to its Certification Office for Business Inclusion and Diversity, hereinafter, "COBID."
5. Pursuant to Oregon Revised Statute 183.341, OBDD has adopted rules for the certification of Disadvantaged Business Enterprise firms, (see OAR chapter 123, division 200).
6. This Agreement defines the roles and responsibilities of ODOT, OBDD, COBID, and Agencies to continue participation in the UCP. The collective effort of the Parties is hereinafter referred to as the "UCP Partnership" or "Partnership."

NOW THEREFORE, premise being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, ODOT, OBDD and Agencies agree to cooperate and coordinate the administration of DBE certification services as required under the Code of Federal Regulations 49 Part 26.
2. The term of this Agreement shall begin upon the signatures of ODOT, OBDD and the first Party to execute this Agreement and shall terminate five (5) years from that date.

MUTUAL PARTIES OBLIGATIONS

1. The Parties mutually agree that all DBE certification decisions by COBID shall be binding on all recipients of federal transportation funds within Oregon.
2. The Parties shall ensure that COBID has sufficient resources and expertise to carry out the requirements of 49 CFR § 26.81.
3. The Parties mutually agree to have open and regular communications on matters concerning DBE certification. Matters of concern to all agencies include process time, staffing, budget, certification issues, directory maintenance and changes in the overall DBE certification process.
4. The Parties shall cooperate in the administration of the USDOT required DBE Certification process, striving for the most efficient use of their individual agency resources in carrying out the process of certifying Socially and Economically Disadvantaged individuals.
5. The Parties agree that all certifications shall be pre-certifications, i.e., certifications that have been made final before the due date for bids or offers on a contract on which a firm seeks to participate as a DBE.
6. The Parties mutually agree to notify or copy all Parties of the Partnership on any communication to the USDOT or respective agencies regarding DBE Certification.
7. The Parties agree to work in partnership during Federal audits and performance reviews.
8. The Parties will not exclude persons from participation in, deny benefits to, or otherwise discriminate against any persons in connection with the award and performance of any contract governed by 49 CFR Part 26 on the basis of race, color, sex and national origin.
9. The Parties will not directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing the accomplishments of the objective of this program with respect to individuals of a particular race, color, sex and national origin.

AGENCIES OBLIGATIONS

1. Each Agency shall designate a representative to attend semi-annual UCP Partnership meetings and any special sessions held to resolve issues that arise requiring more immediate attention. Attendance by teleconference will be acceptable. Semi-annual meetings will occur in the summer (July or August) and the fall (October or November). COBID will provide all other Agencies reasonable notice of the meeting.
2. Agencies agree that ODOT is the Lead Agency for the Partnership.
3. Agencies shall notify COBID of any DBE certification issues affecting DBE eligibility for participation on federally assisted projects.
4. Agencies shall promptly notify OMWESB of complaints received relating to DBE certification or program administration.

ODOT OBLIGATIONS

1. As Lead Agency, ODOT shall do the following:
 - a. Notify and advise COBID and Agencies of any change in federal law, USDOT regulation, and or changes to ODOT's DBE Program Plan document.
 - b. Notify COBID and Agencies of training programs relevant to DBE Certification function and procedures.
 - c. Review a COBID determination in a third party complaint that challenges a DBE firm's certification status and or eligibility.
 - d. Provide ongoing DBE Certification expertise, oversight, as well as conduct process reviews when required, including an annual audit of DBE Certification files.
 - e. Assist COBID in conducting appeals of firms challenging DBE certification decisions.
2. ODOT shall notify COBID of any DBE certification issues affecting DBE eligibility for participation on federally-assisted projects.
3. ODOT shall promptly notify COBID of complaints received relating to DBE certification or program administration.
4. ODOT's Project Manager for this Project is Daniel Jackson, Small Business Programs Manager, ODOT – Office of Civil Rights, MS-23, 3930 Fairview Industrial Dr SE, Salem, OR 97302, 503-986-3016, daniel.jackson@odot.state.or.us, or assigned designee upon individual's absence. ODOT shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

OBDD OBLIGATIONS

1. OBDD will consult with Agencies regarding changes in State rules, regulations, statutory proposals or amendments conflicting with federal guidelines in DBE certification.
2. OBDD will not be required to process an application for certification from a firm having its principle place of business outside the state if the firm is not certified by the UCP in the state in which it maintains its principal place of business.
3. OBDD will share its information and documents concerning the firm with other interested agencies that are considering the firm's application.
4. OBDD shall maintain a DBE Certification database and directory.
5. OBDD shall provide Agencies with all necessary DBE Certification information required to complete federal reports and data collection.
6. OBDD shall follow all certification procedures and standards set out in 49 CFR part 26.
7. OBDD shall cooperate fully in the oversight, review, and monitoring activities of the USDOT and its operating administrations and implement USDOT's directives and guidance concerning certification matters.
8. OBDD agrees to act in accordance with 49 CFR §26.83(k). OBDD agrees that COBID shall make decisions on applications for certification within ninety (90) days of receiving all information required from the applicant firm. This period may be extended once, for no more than sixty (60) days, upon written notification to the applicant firm, explaining fully and specifically the reasons for the extension.
9. Subject to the Oregon Public Records Law, ORS 192.410 to 192.505, COBID shall not release any information that may be reasonably construed as confidential business information to any third party without the written consent of the applicant firm.
10. OBDD shall submit to ODOT the following documentation on each DBE certification within seven (7) days upon request of ODOT:
 - a. Copy of letter of determination
 - b. Copy of site visit
11. OBDD shall notify ODOT and Agencies in writing within seven (7) days upon request of any of the following:
 - a. **Decertification or Denial of DBE Certification**
 - b. Third party challenge
 - c. Closures or cancellations of any DBE certifications due to a firm's failure to file an annual no-change affidavit;
 - d. Any withdrawals of DBE Certification applications
12. OBDD will participate in DBE staff training.

13. OBDD shall coordinate participation in DBE Certification workshops with Agencies.

14. OBDD shall provide technical assistance to firms seeking DBE Certification.

15. DISPUTE RESOLUTION BETWEEN ODOT and OBDD

a. ODOT and OBDD agree that any tort liability claim, suit, or loss resulting from or arising out of ODOT's or OBDD's performance of and activities under this Agreement shall be allocated, as between the state agencies, in accordance with law by the Oregon Department of Administrative Services' (DAS) Risk Management, for purposes of their respective loss experiences and subsequent allocation of self-insurance assessments under ORS 278.435. ODOT and OBDD agree to notify the DAS Risk Management Division and the other state agency in the event it receives notice or knowledge of any claims arising out of the performance of, or the state agencies' activities under this Agreement.

b. ODOT and OBDD understand that each is insured with respect to tort liability by the State of Oregon Insurance Fund, a statutory system of self-insurance established by ORS 278, and subject to the Oregon Tort Claims Act (ORS 30.260-30.300). ODOT and OBDD agree to accept that coverage as adequate insurance of the other state agency with respect to personal injury and property damage.

16. OBDD's Project Manager for this Project is Carrie L. Hulse, Program Manager, COBID, 775 Summer Street SE, Suite 200, Salem, OR. 97301, 971-301-1271, carrie.l.hulse@oregon.gov, or assigned designee upon individual's absence. ODOT shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. Any Party may terminate its participation by providing at least thirty (30) days written notice to the other Parties.
2. This Agreement may be terminated by mutual consent of all current Parties upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
3. ODOT or OBDD may terminate this Agreement effective upon delivery of written notice to Agencies, or at such later date as may be established by ODOT or OBDD, under any of the following conditions:
 - a. If Agencies fail to perform any of the other provisions of this Agreement, in accordance with its terms, and after receipt of written notice from ODOT or OBDD fails to correct such failures within ten (10) days or such longer period as ODOT or OBDD may authorize.
 - b. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT

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or OBDD are prohibited from paying for such work from the planned funding source.

4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. 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 ODOT, OBDD or any other Party or Parties with respect to which the 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. Each 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 a Party of the notice, copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
6. With respect to a Third Party Claim for which ODOT or OBDD is jointly liable with any other Party or Parties (or would be if joined in the Third Party Claim), ODOT or OBDD 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 Party or Parties in such proportion as is appropriate to reflect the relative fault of ODOT or OBDD on the one hand and of the Party or Parties 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 ODOT or OBDD on the one hand and of the Party or Parties 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. ODOT's or OBDD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT or OBDD had sole liability in the proceeding.
7. With respect to a Third Party Claim for which any other Party or Parties is jointly liable with ODOT or OBDD (or would be if joined in the Third Party Claim), the Party or Parties 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 ODOT or OBDD in such proportion as is appropriate to reflect the relative fault of the Party or Parties on the one hand and of ODOT or OBDD 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 Party or Parties on the one hand and of ODOT or OBDD 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 Party or Parties contribution amount in any instance is capped to the same extent it would have been capped under

Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

8. The Parties shall attempt in good faith to resolve any dispute arising out of this 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.
9. The Parties acknowledge and agree that the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records will be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.
10. The Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof; Without limiting the generality of the foregoing, the Parties expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
11. All employers, including the Parties, that employ subject workers who work under this Agreement 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. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. The Parties shall ensure that each of its subcontractors complies with these requirements.
12. This Agreement may be executed in several counterparts (facsimile or otherwise) 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 so executed shall constitute an original.
13. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any Party unless in writing and signed by all Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT or OBDD to enforce any provision of this Agreement shall not constitute a waiver by ODOT or OBDD of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

STATE OF OREGON, by and through its
Oregon Business Development
Department

By Chris Cummings
Chris Cummings, Assistant Director

Date October 29, 2017

STATE OF OREGON, by and through
its Department of Transportation

By Angela M. Crain
Angela Crain, Office of Civil Rights
Manager

Date 10/30/17

OBDD/OMWESB Contact:

Carrie L. Hulse, Program Manager
OBDD – COBID Section
775 Summer Street SE, Suite 200,
Salem, OR. 97301
971-301-1271
carrie.l.hulse@oregon.gov

ODOT Contact:

Daniel Jackson, Small Business Programs
Manager
ODOT Office of Civil Rights, MS-23
3930 Fairview Industrial Dr SE
Salem, OR 97302
503-986-3016
daniel.jackson@odot.state.or.us

Unified Certification Function Agreement Signature Page

The Unified Certification Program process developed and implemented by the Oregon Department of Transportation and the Oregon Business Development Department and has been reviewed by this agency. We recognize this program as the authorizing process for certification, certification review, and de-certification of firms in the Disadvantaged Business Enterprise Program for the State of Oregon as required by 49 CFR Part 26.81.

IN THE WITNESS WHEREOF, the Public Entity _____
(Agency) has caused THIS AGREEMENT to be executed by its duly authorized representatives as the date of their signatures below:

_____	_____	_____
Agency Signature	Date	Title
_____	_____	_____
Agency Signature	Date	Title
_____	_____	_____
Agency Counsel	Date	Counsel's title

Name and title of Agency Contact Representative: _____
Address: _____ _____
Phone: _____ Fax: _____
E-mail: _____

Send the **Unified Certification Function Agreement Signature Page** (this page) to: Nameun House, Procurement and Contracts Specialist via e-mail at: Nameun.House@odot.state.or.us and cc' Daniel Jackson, Small Business Programs Manager at: daniel.jackson@odot.state.or.us.

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TILLAMOOK COUNTY TRANSPORTATION DISTRICT POLICY

Policy: Emergency Prevention & Action Plan	Number: 13
Adopted by the Board of Directors on July 10, 2003 <u>March 15, 2012</u> Effective: March 15, 2012 <u>April 19, 2018</u>	Pages: 13

Purpose: The purpose of the Emergency Prevention and Action Plan is to provide immediate instruction to staff and Board Members on how best to avoid and respond to major emergencies. By doing so, TCTD can be better prepared to save lives, prevent injuries, and protect property.

Responsibilities: All TCTD staff will comply with the Emergency Prevention and Action Plan and consult their supervisor whenever there are any questions regarding their safety. In all emergencies remain calm and use your best judgment. Management will train all new employees regarding the requirements of this action plan, and each supervisor will effectively enforce the compliance of this plan including the use of corrective disciplinary action when necessary. The General Manager and all supervisors will obtain medical first aid for any employees who become injured, and attempt to rescue employees that become trapped or disoriented.

Chain of command in the event of an emergency:

- 1) General Manager
- 2) ~~Superintendent Transit Supervisor~~
- 3) ~~Lead Dispatcher~~
- 4) Board Chairman (or other Board Member if Chair is unavailable)

I. Coordination: It is essential that in the event an emergency occurs that proper coordination occur between TCTD personnel and various emergency personnel. After any major emergency, the General Manager will ascertain the condition and availability of District assets and contact the Emergency Operations Center (EOC). The situation following any emergency should be monitored by listening to FM Channel 16.

II. Notification, Posting Requirements, and Communication: All employees and Board Members will be given a copy of this Emergency Preparedness & Action Plan and are expected to keep the information in an easy to find location. Office personnel should keep theirs at their desk and drivers should keep their copy in their driver book. A copy will also be posted in the staff training room/lunchroom, in the maintenance building and in all District vehicles.

Communication: Communication is essential in an emergency. If electricity is lost, the General Manager, ~~Superintendent Transit Supervisor~~ and dispatch will use the two-way radios and/or cell phones to communicate with drivers and emergency personnel. If communication should be lost, drivers will contact the dispatch office when possible using pay phones and our (800) phone number. 911 and the Emergency Operations Center must have work, home, and cell phone numbers for the General Manager and the ~~Superintendent Transit Supervisor~~. In the event an emergency should occur, drivers may give on board announcements to passengers

via the personal address systems. However, discretion and judgment should be used to avoid panic.

Notification: The Board Chair, or in his/her absence the Vice-Chair will be notified of emergencies affecting TCTD as soon as possible. All Board's members will be notified of emergencies; however, responding to the emergency will have priority. (Refer to Attachment D)

III. Fire & Accident Prevention: Fire and accident prevention is the responsibility of all employees.

- a. The ~~Superintendent~~~~Transit Supervisor~~ will be in charge of annually inspecting and the charging of all fire extinguishers, maintaining heat producing equipment posing a fire hazard, and monthly facility inspections to identify possible fire risks.
- b. Smoking is only permitted outside of the facility and District vehicles; containers have been placed in approved smoking area. State and County ordinance requires that smoking be prohibited within 10 feet of a public building entrance.
- c. Circuit breakers will be well labeled to allow employees to easily cut off power in the event an electrical fire should occur.
- d. Only approved fire extinguishers will be used in workplaces, and they must be kept in good operating condition. The type of fire extinguisher necessary in this facility is the ABC type. Locations of all extinguishers in the building are diagrammed on Appendix B.
- e. Good housekeeping practices are necessary to minimize potential fire hazards. Always keep flammable liquids in approved storage containers when not in use. Clean all liquid spills immediately upon discovery. Place all oily rags in a fireproof container.
- f. Each exit to be used in a fire emergency will be clearly marked with exit signs. Exit routes from buildings will be clearly visible and free of obstructions.
- g. Copies of Material Safety Data Sheets (MSDS) for all hazardous chemicals to which employees of TCTD may be exposed will be kept in the Maintenance Building Office and the Dispatch Office. MSDS will be available for all employees to review. If a MSDS for a product is not on hand, contact the ~~Transit Supervisor~~~~Superintendent~~ immediately.

IV. Earthquake Response: The Oregon Coast experiences a noticeable earthquake every few years and could suffer a major earthquake at anytime due to its proximity to tectonic plate activity just off the coast.

General Response:

1. The most important thing is to remain calm in the event an earthquake.
2. Remember to Drop, Cover, and Hold!
 - a. Drop: Drop to the floor and sit with your back against an interior wall. Stay away from windows, bookcases, material storage racks and other objects that can fall.
 - b. Cover: Get under a sturdy table or desk or other structure. If unavailable, move to an interior wall and away from anything that could topple over. Protect your head and neck with your arms.
 - c. Hold: Hold onto the sturdy item you found to take cover under; be prepared to move with it. Hold this position until the shaking stops and it's safe to move.

3. After the shaking has stopped, emerge from your position of cover. Remember to use caution when doing so as there may be debris.
4. Be prepared for aftershocks, and plan to take cover when these occur.
5. Check yourself for injuries.
6. Check those who were near you when the earthquake began; be aware of where the first aid kit is located in case someone is injured.
7. Because buildings offer protection from aftershocks, in the event of an earthquake, we would not evacuate unless management determined that it was necessary and safe to do so.
8. Prepare for the possibility of a tsunami.

V. Tsunami Response: A tsunami is a series of sea waves usually caused by an undersea earthquake. Tsunami waves travel up to 600 miles per hour in open water. As they enter shallow water near land, they increase in height and can cause great loss of life and property damage where they come ashore.

Experts believe that a tsunami caused by an undersea earthquake near the Oregon coast could strike the coastline 5 to 30 minutes after the earthquake. Not all areas of the coast have tsunami sirens; therefore, the earthquake may be the only warning of an approaching tsunami. People in low-lying areas of the beach and near the mouths of rivers draining into the ocean are in the greatest danger.

General Response:

1. The TCTD facility is not in an inundation zone, therefore, the safest place for staff to be is to stay inside the building. Be aware that Tillamook does not have tsunami sirens and that the earthquake itself will be the warning. Distant tsunamis caused by earthquakes thousands of miles into or across the Pacific Ocean will not be as severe and there will be warnings by radio, television, and emergency management.
2. Drivers in District vehicles upon hearing a tsunami siren will need to immediately, but at a safe speed, head for the highest ground reachable. There are sirens in the following areas: Neahkahnie Beach, Manzanita, Nedonna Beach, Rockaway Beach (3), Cape Meares, Oceanside, Netarts, Tierra Del Mar, Cape Kiwanda, Pacific City, and Neskowin. **Do not** stop to call 911 or the dispatch office, but proceed directly to high ground. Once high ground is reached, all drivers must attempt to check in with TCTD dispatch.
3. In the unlikely event that a tsunami does hit our section of coast, the District expects that staff will want to secure their own family and property. Staff will then be needed as directed by the County Emergency Operations Center to assist with evacuation and emergency transportation needs. The General Manager will be the liaison with the EOC.
4. **At absolutely no time** is anyone to put themselves or others in personal danger in order to carry out a directive contained in this procedure.

VI. Bomb Threat Procedures: Notification of a bomb threat against our facilities or fleet may be received by telephone, mail, or message at any time. Telephone threats may be received at the TCTD office or home phone numbers of staff or TCTD Board Members.

General Response:

1. The General Manager or next ranking staff member available will contact 911 when a bomb threat is received, determine if immediate site evacuation is warranted, monitor the situation, and coordinate with local authorities. All building tenants will be notified at this time.
2. **The Bomb Threat Call Check List: personnel receiving a telephone bomb threat should use the Check List (Appendix A) to obtain as many details as possible about the caller, the alleged bomb, and its location.** An accurate analysis of the telephone threat can provide police with many valuable clues. If possible, another staff member should be listening in on all bomb threat calls.
3. If a letter threat is received, it should be preserved for the police investigator. To preserve fingerprints, it should not be handled once the letter is opened.
4. If a threat is made upon a vehicle in service, the driver will evacuate passengers and follow the instructions of police and fire officials. If suspicious objects or packages are found, they should be reported immediately to management. The object should not be touched or moved.
5. The General Manager or next ranking staff member, in cooperation with police and fire officials at the scene, will determine the necessity of searching and/or evacuating the TCTD facility. If the decision is made to evacuate, all personnel should report to the assembly area identified on Attachment B (Evacuation Plan). The staff person in charge will make a head count to verify that all personnel have reached the assembly area safely.
6. The General Manager or next ranking staff member will authorize re-entry into the facility, vehicle, or building after being cleared to do so by the police and fire officials at the scene.
7. **At absolutely no time** is anyone to put themselves or others in personal danger in order to carry out a directive contained in this procedure.

VII. Fire/Explosion Response: Building occupants must be prepared at all times to respond to the fire alarm system or to verbal alarms in the event of a potential fire/explosion emergency. Vehicle operators will be in charge of evacuating their vehicle and contacting 911 in the event of smoke, fire, or explosion. Fire drills for the facility should be conducted annually.

General Response:

1. The first person spotting a fire should:
 - a. Determine if the fire can be extinguished immediately, (wastepaper basket size or smaller) using fire extinguishers available close at hand.
 - b. Direct someone to contact the Fire Department by calling 911.
 - c. Small or isolated fires should be extinguished, if possible. Personnel without fire extinguisher knowledge should evacuate the area.
2. Upon hearing the fire alarm or upon being given verbal instructions to evacuate, personnel will evacuate the site to the appropriate assembly area identified on the evacuation plan (Appendix B). All personnel will exit the facility out the nearest fire exit door in a calm fashion, even if the fire alarm should stop.
3. If possible, every attempt should be made to de-energize electrically charged equipment before evacuation.
4. Supervisors will check their work areas to ensure that all persons have taken appropriate actions.

5. The ranking staff person present will take a head count at the assembly area, and will be the person responsible for authorizing re-entry into the facility. The all clear notice will be given to all personnel at the assembly area.
6. Any questions concerning the fire safety procedure should be directed to the employee's supervisor. **At absolutely no time** is anyone to put themselves or others in personal danger in order to carry out a directive contained in this procedure.

VIII. Extreme Violence, Sabotage, Terrorism, and Civil Disturbance Procedures:

Extreme violence, sabotage, terrorism, and civil disturbance cover a wide range of possible situations and will require the General Manager or ranking staff person present to monitor conditions and determine the appropriate response. The type of protective actions taken will depend upon a variety of factors including the size, type, and location of the disturbance and the level of violence and property destruction involved. In the event that this does happen, all actions will be coordinated with local authorities, and assistance from law enforcement will be requested as deemed necessary.

General Response:

1. Notification of a major civil disturbance or possible act of terrorism affecting District property may be received from the local police department, telephone, commercial radio, and television. Their supervisor on what additional security steps will be taken will instruct employees.
2. Upon notification of an internal severe violence situation such as an individual with a firearm on-site, a hostage situation, major sabotage, or any other act of extreme violence, either imminent or in progress, local authorities will be contacted immediately by calling 911 (by any available personnel). It is the policy of this District that employees are not to attempt to intervene, but instead will immediately evacuate to a safe area and notify authorities.
3. Personnel may be released early as deemed appropriate by the General Manager or ranking staff person on site. On-site operations may be minimized or curtailed as necessary.
4. If conditions do not warrant or allow the early release of personnel, all points of entry into the site will be secured and access limited to those persons conducting legitimate business. Assistance from law enforcement personnel will be requested as deemed necessary to prevent unauthorized access onto the site.
5. **At absolutely no time** is anyone to put themselves or others in personal danger in order to carry out a directive contained in this procedure.

Bus Hijacks: In the very unlikely event a TCTD bus should be hijacked drivers are advised to use a calm voice and slow movements when dealing with an armed hijacker. If possible activate emergency channel of the two-way radio or the memory button on your cell phone to reach 911 and give clues as to who you are and your location without alerting a hijacker. If possible, suggest evacuating your passengers.

IX. Evacuation Procedures: Appendix B is a diagram of the TCTD facility, the location of all exits, and the location of all fire extinguishers and fire alarm pulls. In the event of an emergency that requires evacuation, employees should follow the evacuation plan outlined in Appendix B. Staff will remain at the assembly point until the ranking staff member gives an all-clear notice.

Building Evacuation: All building personnel will exit calmly by their nearest exit and proceed to the assembly area in the parking lot. See Appendix B.

Vehicle Evacuation: The TCTD new driver training program gives specific instruction on how to handle on the road emergencies and passenger evacuations. Drivers will direct passengers to the safest exit of their vehicle. The driver is responsible for grouping all passengers at a location safe from other traffic, fire, or explosion hazards.

X. Major Accident Response: Major accidents can occur on any roadway, but weather, slides and driving conditions on the Wilson River Highway (Hwy 6) are especially dangerous. Communications with dispatch and emergency services are more difficult on this roadway. All major accidents involving TCTD staff and/or vehicles must be reported to the US Coast Guard National Response Center at (800) 424-8802 and the Federal Transportation Administration's Emergency Coordinator at (202) 366-1863, or (202) 549-8865 (mobile).

General Response:

1. Any driver involved in, or coming upon, a major accident should contact 911 immediately and offer any assistance possible. As soon as possible, the driver should notify the General Manager of the situation.
2. Offer first aid to passengers and other motorists. All fleet vehicles are equipped with first aid, body fluid kits, blankets, hazard triangles, and flashlights. Always secure your vehicle from further hazards before rendering assistance to injured passengers/motorists.
3. When emergency personnel have arrived and your assistance is no longer needed drivers may proceed on route. Alternatively, if involved in the accident, drivers must begin filling out the accident response worksheets and take pictures of the scene. Follow the directions outlined in the accident response packs.

XI. Hazardous Material and Fuel Spills: Approximately half of all hazardous materials are transported by trucks along highways every day. There is also the potential for fuel spills when vehicle accidents occur. If you witness a hazardous material accident, spill, or leakage, call 911 immediately. Then contact TCTD dispatch. If you cannot get your vehicle away from the spill or accident, then evacuate your passengers and lead them to safety. Be aware that not all hazardous materials can be seen or smelled.

XII. Floods and Road Closure Procedures: Flooding is an annual emergency in Tillamook County and nationwide claims an average of 263 lives every year. Floodwaters only one foot deep can sweep you off your feet.

General Response:

1. Read all watches and warnings posted from the department of Emergency Management. These will be posted in the driver area above bus & van key board.
2. Report all unexpected water over roadways to dispatch. Police barricades are there for your protection, never drive around them.
3. Follow all detour instructions from dispatch.

4. Never walk in floodwaters, however, if your vehicle should stall in rapidly rising water, abandon it immediately, and help your passengers climb to higher ground.
5. Staff who is concerned about being able to reach their home before floodwaters close roads, or who are unable to report for work due to closed roads may claim unpaid or vacation leave.
6. Public transportation is an essential service that must remain in operation unless conditions are unsafe. Detours and delays are to be expected during flooding and will be reported on KTIL and posted at the central transfer station in Tillamook (2nd & Laurel).

XIII. Bio-Hazards: Blood borne pathogens are viruses or other infectious agents carried by the blood. These pathogens include, but are not limited to, Hepatitis B virus (HBV) and human immunodeficiency virus (HIV). Knowledge of, and compliance with Occupational Safety and Health Administration (OSHA) regulation 1910.1030 is the best way to protect yourself, your family, employer and passengers from infection. Under normal circumstances, a person with AIDS does not endanger you or other passengers.

- a. All TCTD drivers must receive training on blood borne pathogen risks and proper use of a body fluid kit before concluding their driver training and being placed on-duty. There must be at least two people who regularly work in the District office trained in blood borne pathogen risks and proper use of a body fluid kit.
- b. All TCTD vehicles must carry a body fluid kit, and all kits must be inspected monthly. Drivers must report whenever a body fluid kit has been used and the kit refilled immediately.
- c. Assume that all blood or other body fluids are infected in order to ensure all care and precaution is taken. The AIDS virus has been shown to live for only 24 hours in dried blood, but Hepatitis B is highly resilient and can survive for a least a week in dried blood.
- d. All used Biohazard bags or sharps containers must be taken to Tillamook County General Hospital for proper destruction as soon as possible.
- e. Any employee thought to have been exposed to a Blood borne pathogen (i.e. blood-to-blood transfer or blood to eye membrane transfer) must be examined and tested by a physician. Record of the examination and any scheduled testing must be kept on record in a secure file, not the employee's personnel file.

XIV. Security: Since the tragedy of September 11, 2001, the world has focused on terrorism and the need for a heightened level of security for public transportation. TCTD's facility was designed with security in mind, but all staff needs to be committed to the goal of maintaining secure areas.

Secure Areas & Signage: All bus storage and maintenance areas and all spaces past the TCTD suite door in customer service are secure. **See Attachment C** – map of secure areas. Only TCTD personnel and Board Directors or guests escorted by TCTD personnel may be in secure areas. Secure areas will be clearly marked with the appropriate signage to notify the public.

Visible Identification: All TCTD staff and Board members must wear District issued photo identification while on the job. If staff/director identification is lost or stolen, it must be reported immediately to the General Manager or Human Resource Assistant Specialist.

Key Control: All master and spare keys are the responsibility of the ~~Transit Supervisor~~Superintendent who will issue and receive all returned keys. The ~~Transit Supervisor~~Superintendent will also change all electronic key codes as needed for security reasons. A log will be kept in a secure location of all code changes and keys issued. The General Manager will audit these records at least annually.

Personal Safety & Awareness: Staff is encouraged to be safe and aware at all times while on the job. If concerned about their personal safety and alone, the staff person is to call 911 or not allow a person who is perceived as a threat onboard their vehicle. If other staff are nearby you should call out for help or assistance.

Criminal Background Checks: All prospective employees, before a job offer becomes final, must complete a criminal background check. This entails being fingerprinted and having the prints run through the FBI and Oregon State Police files. Please see TCTD's *Criminal Background Check Policy*.

Attachment A

BOMB THREAT CALL CHECKLIST

Questions to Ask

Exact Wording of the Threat

1. When is the bomb going to explode? _____
2. Where is it right now? _____
3. What does it look like? _____
4. What kind of bomb is it? _____
5. What will cause it to explode? _____
6. Did you place the bomb? _____
7. Why? _____
8. What is your address? _____
9. What is your name? _____

Sex of caller: M or F Age _____ Race _____ Length of call _____

CALLER'S VOICE:

- | | | | |
|----------------------|----------------------|--------------|-----------------|
| _____ Calm | _____ Laughing | _____ Lisp | _____ Disguised |
| _____ Angry | _____ Crying | _____ Raspy | _____ Accent |
| _____ Excited | _____ Normal | _____ Deep | _____ Familiar |
| _____ Slow | _____ Distinct | _____ Ragged | _____ Soft |
| _____ Nasal | _____ Deep breathing | _____ Loud | _____ Stutter |
| _____ Cracking voice | | | |

If voice is familiar, _____ Rapid _____ Slurred _____ Clearing throat

Whom did it sound like? _____

BACKGROUND SOUNDS:

- | | | | |
|---------------------|--------------------|--------------------|---------------------|
| _____ Street noises | _____ House noises | _____ Machinery | _____ Local |
| _____ Crockery | _____ Motor | _____ Animal noise | _____ Long Distance |
| _____ Voices | _____ Office | _____ Clear | _____ Booth |
| _____ PA System | _____ Music | _____ Static | _____ Other |

THREAT LANGUAGE:

_____ Well spoken _____ Foul _____ Incoherent

Message read by _____ (educated) _____ Irrational _____ Taped _____ threat maker

REMARKS: _____

Report immediately to local authorities by calling **911**

Fill out completely, immediately after bomb threat. Date ____/____/____

Name _____

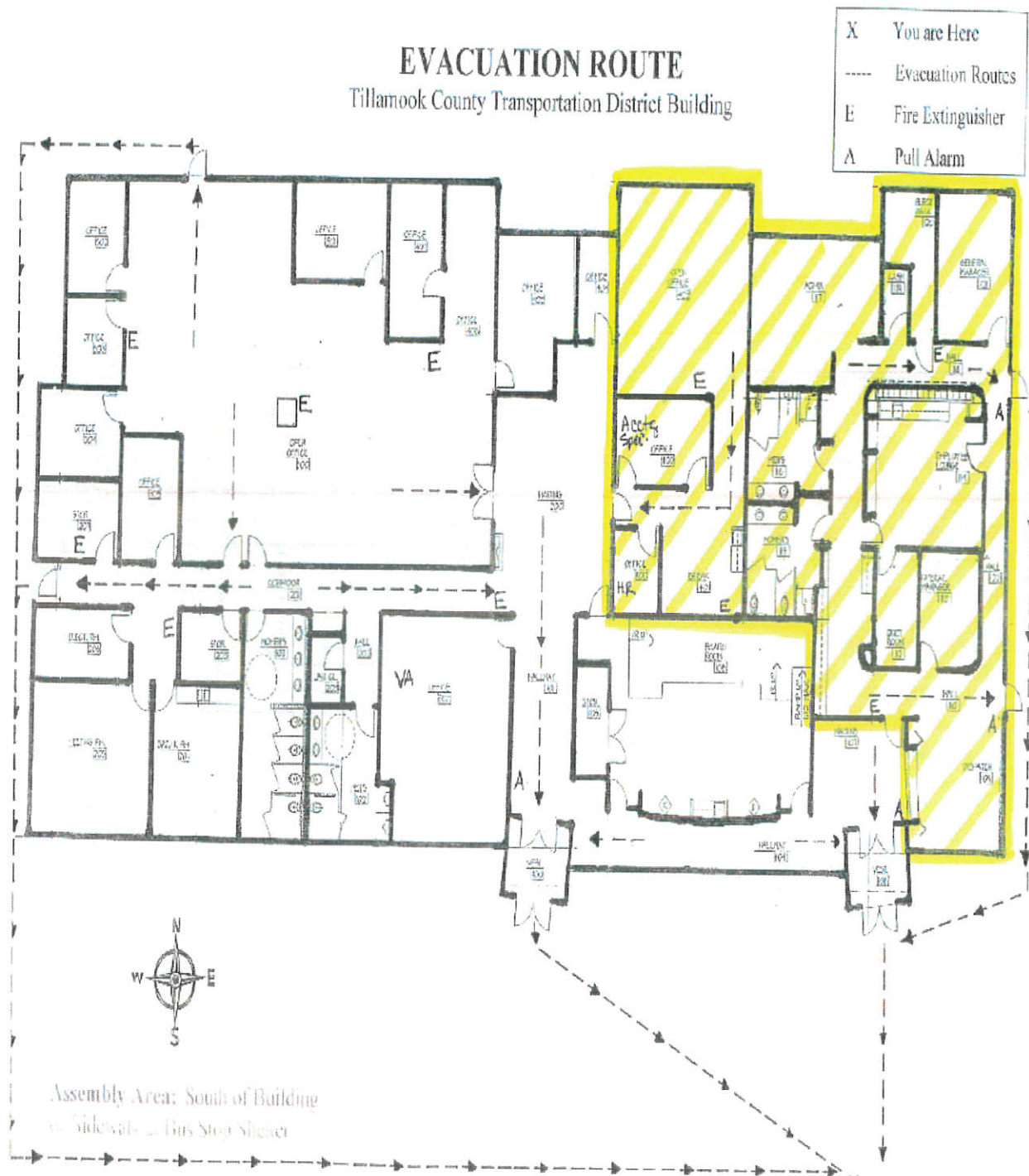
Please Print

Attachment B

Diagram of the TCTD facility, the location of all exits, and the location of all fire extinguishers and fire alarm pulls



Map of secure areas



Attachment D*

Emergency Contacts

Emergency Medical, Fire, and Police		911
Emergency Operations Center (back door line)		503-815-3173
Red Cross: Tillamook		541-961-5247
Portland		800-991-9515
U.S. Coast Guard National Response Center		800-424-8802
Federal Transportation Administration: Emergency Coordinator		
202-366-1863	Mobile	202-549-8865
TCTD – General Manager		
<u>Doug Pilant:</u>		
Rockaway, OR	Mobile	707-972-2315
Superintendent		
<u>Brent Olson</u>	Mobile	541-993-1109
Garibaldi, OR		
Operations Coordinator		
<u>Clayton Norrbom</u>	Mobile	503-516-0416
Nehalem, OR		
TCTD – Dispatchers		
<u>Lorie Beeler</u>	Mobile	503-812-8949
Tillamook, Oregon		
<u>David Wheeler</u>	Mobile	541-419-2887
Beaver, Oregon		
TCTD – Board of Directors 4/19/18		
Judy Riggs		503-317-1533
Marty Holm		503-368-7068
Gary Hanenkrat		503-842-2779
Jim Huffman		503-801-3119
Jackie Edwards		503-322-9606
Merrienne Hoffman		503-801-1516
Melissa Carlson-Swanson		503-707-4925

Confidential

This item is protected under the **Freedom of Information Act** (Public Law 89-554, 80 Stat. 383; Amended 1996, 2002, 2007)

*For operational efficiency, Attachment D may be changed without prior approval of the Board of Directors.

**TILLAMOOK COUNTY TRANSPORTATION DISTRICT'S
EMERGENCY ACTION ORIENTATION PLAN**

I acknowledge that I have been informed of the Emergency Prevention & Action Plan adopted on April 19, 2018 and have been given a copy of the fire and other relevant emergency procedures. I have read and understood these procedures, and I accept the plan and procedure as working documents, which I will support and follow in my daily work at Tillamook County Transportation District.

Date

Employee Signature

Please print name

**BEFORE THE BOARD OF DIRECTORS
OF THE
TILLAMOOK COUNTY TRANSPORTATION DISTRICT**

**In the Matter of Reallocating)
Requirement Within the TCTD)
TCTD FY 2017-18 General)
Fund – Non-allocated Budget)**

RESOLUTION NO. 18-04

WHEREAS, the Tillamook County Transportation District (TCTD) Board of Directors approved Resolution No. 17-17 on June 23, 2017 to adopt the TCTD Fiscal Year 2017-18 Budget; and

WHEREAS, the TCTD Board of Directors budgeted \$135,000 for Computer, Phone System Upgrade that included the purchase of Ecolane Automated Scheduling & Dispatching Software; and

WHEREAS, on July 20, 2017, the TCTD Board of Directors approved Resolution No. 17-21 to purchase the Ecolane 5-year licensing and maintenance agreement in the amount of \$148,949; and

WHEREAS, the TCTD Board of Directors has determined it necessary to transfer requirements from the Bus Stop Signage & Shelters to the Computer, Phone System Upgrade within the General Fund – Non-allocated Fiscal Year 2017-18 Budget; and,

NOW, THEREFORE, BE IT RESOLVED: The TCTD Board of Directors approves the following monies to be transferred within the General Fund Non-allocated Budget in the amounts outlined below:

Requirements Not Allocated – General Fund

Capital Outlay:

Computer, Phone System Upgrade:	+ \$27,500
Bus Stop Signage & Shelters	- \$27,500

APPROVED AND ADOPTED this 19th day of April 2018.

ATTEST:

By: _____
Judy Riggs, Board Chair

By: _____
Doug Pilant, General Manager

**BEFORE THE BOARD OF DIRECTORS
OF THE
TILLAMOOK COUNTY TRANSPORTATION DISTRICT**

**In the Matter of Reallocating)
Requirements Within the)
TCTD FY 2017-18 Property)
Management Enterprise Fund)**

RESOLUTION NO. 18-05

WHEREAS, the Tillamook County Transportation District (TCTD) Board of Directors approved Resolution No. 17-17 on June 23, 2017 to adopt the TCTD Fiscal Year 2017-18 Budget; and

WHEREAS, the TCTD Board of Directors budgeted \$205,000 to pay-off the SDAO Flex Loan and \$909,437 for Building Upgrades: Repair & Renovation; and

WHEREAS, the TCTD Building Repair & Renovation Project resulted in Change Orders totaling \$67,690 to: 1) Purchase and Install a Energy Recovery Ventilator; 2) Construct a sheer wall; 3) Install 200 Amp electrical panel; and, 4) Install training room video and audio equipment; and

WHEREAS, the TCTD Board of Directors has determined it necessary to transfer requirements from the Debt Service to the Capital Outlay portions of the Property Management Fund Budget; and,

NOW, THEREFORE, BE IT RESOLVED: The TCTD Board of Directors approves the following monies to be transferred within the Property Management Enterprise Fund Budget in the amounts outlined below:

Property Management Fund – Enterprise Fund

Debt Service:		
	Flex Lease Principle:	- \$160,000
Capital Outlay:		
	Building Repair	+ \$160,000

APPROVED AND ADOPTED this 19th day of April 2018.

ATTEST:

By: _____
Judy Riggs, Board Chair

By: _____
Doug Pilant, General Manager

**BEFORE THE BOARD OF DIRECTORS
OF THE
TILLAMOOK COUNTY TRANSPORTATION DISTRICT**

**In the Matter of Recognizing Resources)
in the Special Transportation Fund)
and Appropriating Requirements in the)
the NWOTA Special Fund)**

RESOLUTION NO. 18-06

WHEREAS, the Tillamook County Transportation District (TCTD) Board of Directors approved Resolution No. 17-17 on June 23, 2017 to adopt the TCTD Fiscal Year 2017-18 Budget; and

WHEREAS, the TCTD Board of Directors budgeted for the Special Transportation Fund to receive \$180,000 in STF Discretionary Grant funds; and

WHEREAS, the District will receive an additional \$90,000 in STF Discretionary Grant funds; and

WHEREAS, the \$90,000 additional STF Discretionary Grant funds will be transferred to the NWOTA Special Fund and allocated to the Website Maintenance line-item; and

NOW, THEREFORE, BE IT RESOLVED: The TCTD Board of Directors approves that \$90,000 in STF Discretionary Grant monies be received in the Special Transportation Fund and transferred to the NWOTA Special Fund where they will be appropriated to the Website Maintenance Budget Line-item No. 5102.

APPROVED AND ADOPTED this 19th day of April 2018.

ATTEST:

By: _____
Judy Riggs, Board Chair

By: _____
Doug Pilant, General Manager

**BEFORE THE BOARD OF DIRECTORS
OF THE
TILLAMOOK COUNTY TRANSPORTATION DISTRICT**

**In the Matter of Authorizing the GM to)
Execute Sunset Empire Transportation)
District Ride Care Non-Emergent)
Transportation Services Agreement)**

RESOLUTION NO. 18-07

WHEREAS, Tillamook County Transportation District (TCTD) desires to provide non-emergency medical transportation services for the Sunset Empire Transportation District Ride Care Brokerage (Sunset); and

WHEREAS, TCTD and Sunset recognize that such an arrangement for non-emergency transportation services creates efficiencies for and is in the best interest of both parties; and

WHEREAS, TCTD and Sunset desire to enter into the "Sunset Empire Transportation District Ride Care Brokerage Non-Emergency Medical Transportation Services Agreement," attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Tillamook County Transportation District Board of Directors that the General Manager is authorized to execute the Sunset Empire Transportation District Ride Care Non-Emergent Transportation Services Blanket Purchase Agreement on behalf of the Tillamook County Transportation District.

APPROVED AND ADOPTED this 19th day of April 2018.

ATTEST:

By: _____
Judy Riggs, Board Chair

By: _____
Doug Pilant, General Manager

Company name:
Tillamook County Transportation District

Sunset Empire Transportation District Ride Care

Non Emergent Transportation Services Agreement

This Non Emergent Transportation Service Agreement (NETSA) is between Sunset Empire Transportation District, doing business as Ride Care and Tillamook County Transportation District (Subcontractor).

SECTION I GENERAL PROGRAM DESCRIPTION

This NETSA is established to procure non-emergency transportation (NEMT) for Medicaid, to both the Oregon Health Plan (OHP) and Columbia Pacific Coordinated Care Organization (CPCCO) Recipients to and from covered Medicaid services within the Service Area as defined in paragraph 3. Rides will be authorized by Ride Care, a centralized transportation brokerage.

1. Services to be Provided

Medicaid OHP and CPCCO NEMT services are designed to transport eligible persons of all ages to Medicaid approved medical services so such services will be accessible to individuals who have no other means of transportation. Ride Care may authorize NEMT services for other persons that are not Medicaid approved. It will include all other persons as determined eligible and authorized for transportation under this contract by Ride Care.

2. Effective Date and Duration

This NETSA shall become effective on the date this Agreement has been fully executed by both parties is in effect until December 31, 2018. 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 Section II. Termination shall not extinguish or prejudice Ride Care's right to enforce this Agreement with respect to any default by Subcontractor that has not been cured

3. Service Area

The Ride Care provides NEMT services to recipients residing in all parts of Columbia, Tillamook and Clatsop counties "Service Area." One or more counties may later be added to the coverage by Ride Care in which case this NETSA will automatically be inclusive of these additional counties without further amendment. NEMT services will be provided to and from medical care destinations in the Service Area for Recipients residing in areas of Oregon that are outside the Service Area.. NEMT services may also be authorized to and from medical care destinations outside the Service Area when the required covered services are not available within the Service Area, but are available in another area of the State of Oregon. Subcontractor is responsible for compliance with applicable laws for operating in various regions of the state.

4. Types of Transportation

This NETSA provides for five types of transportation which are arranged through Ride Care:

- A. Van transportation including wheelchair lift-equipped vehicles
- B. Stretcher car
- C. Secured Transport
- D. Sedan
- E. Volunteers driving their own vehicles

5. Brokerage Management

Ride Care provides overall management of the brokerage for the three county Service Areas. Ride Care screens requests for transportation assistance to ensure that those individuals requesting services are eligible to receive Medical and OHP/CPCCO NEMT services. If eligible, Ride Care arranges transportation for Recipients with Subcontractors or with Volunteers operating through the Oregon Department of Human Services. Ride Care will determine NEMT service options for the Recipient based on the State guidelines that mandate brokering the most cost effective and appropriate means of transportation.

6. Subcontractors' Responsibilities

Subcontractors are responsible for meeting the provisions of this NETSA including all of its attachments. Transportation Provider Standards set forth in Attachment A are herein incorporated by reference. Any act or failure to act which Ride Care determines, in its sole discretion, to be a violation of any requirement in this NETSA may be grounds for suspension or termination of a Subcontractor's rights under this contract.

SECTION II GENERAL PROVISIONS

1. Description of Agreement:

This NETSA is for the purchase of NEMT for Recipients to and from covered medical services within the Service Area, as described in Section I, paragraph 3. This is not an exclusive agreement. Ride Care does not warrant or guarantee a minimum or maximum amount of service that any or all Subcontractor may receive.

2. Extent of Obligation

Ride Care is obligated only to the extent of authorized purchases actually made under this NETSA and Subcontractor performs as required under this NETSA.

3. Business Profile and Contractor Information

The Subcontractor holding this NETSA shall complete all of Section III which shall be completed to the satisfaction of Ride Care prior to Ride Care dispatching calls to Subcontractor.

Subcontractors may change their rates by submitting a planned rate change to Ride Care by the 25th of any month. Rate changes must be based on information available through the IOBSS software system provided through Ride Care. If approved by Ride Care, changes will take effect on the 1st of the following month.

4. Pricing

A. Subcontractors may set their own prices within the following parameters:

1. No payment will be made for duplicate mileage. When two clients are transported at the same time, only one mileage charge is allowed.
2. Shared ride rates shall be no more than half the base rate for each mode of transportation accordance with OAR 410-136-0080
3. Wait time may be included in the contracted rate but can be paid only in the case of a medical interval in route (*e.g.*, vomiting, nausea, other medically necessary episode) or as pre-authorized by Ride Care.
4. Charges for assistance or "waiting time" prior to the time the client enters the vehicle or assistance after the client exits the vehicle are not allowed.
5. No repair fee for a vehicle damaged by clients during transport is allowed.
6. No cleanup fee for vehicles is allowed.
7. No additional charge may be made for an escort or attendant accompanying the client.
8. No payment will be made for no-show or late cancel trips.
9. Prices offered to Ride Care shall be no higher than those offered to the general public for the same service.
10. Trips exceeding 99 road miles (one way) will be offered to Subcontractors on a case-by-case "bid" basis as described in Attachment A.

B. Subcontractors are expected to determine their pricing structure based on actual costs incurred by their company, not on what similar companies are charging. Agreement among competitors to raise, fix or otherwise maintain the price at which their services are sold is prohibited and is grounds for suspension or termination of this NETSA at Ride Care's discretion.

5. Purchase Limitations

- A. Brokered NEMT services for an individual transport shall not exceed \$1500 without preauthorization from Ride Care.

- B. Ride Care must authorize all NEMT services in advance, with the exception of after-hours urgent transports.
- C. Authorization for NEMT services provided after hours will be determined by Ride Care. No authorization or payment will be made for afterhours claims submitted later than 5pm on the 10th business day (excluding weekends and holidays) after the service was provided.
- D. Ride Care shall broker transports to Subcontractor based upon evaluation of several factors, including but not limited to: cost, appropriate transportation, appropriate equipment, any factors related to Subcontractor capabilities, availability, past performance and any other reasonable factors. Rides shall be assigned to Subcontractor by Ride Care at its sole discretion.

6. Payment

Payment for NEMT services under this contract shall be made only for transport authorized by Ride Care. Subcontractor may submit invoices weekly or as approved by Ride Care for Subcontractor's charges for services performed under this NETSA. Ride Care shall pay Subcontractor within thirty (30) days after its Finance Department receives approval to pay the invoice from the Ride Care Manager, or his/her designee. Invoices shall contain the provider's code and provider's invoice number.

7. Reimbursement

- A. Reimbursement will be made for the most cost-effective NEMT service route from point of origin to the destination.
- B. Reimbursement will be made for mileage only when transport of a client has occurred.
- C. Reimbursement is based on the condition that the NEMT service to be provided at the point of origin and/or destination is a medical service covered under the State of Oregon's Title XIX program.
- D. Reimbursement will be at the contracted rate at time NEMT service was performed.
- E. Reimbursement by Ride Care is considered to be payment in full.

8. Billing

- A. Subcontractors are responsible for billing.
- B. One or more incidents of inappropriate billing practices for NEMT services provided under this NETSA shall be deemed a material breach of the contract and subject to immediate suspension or termination for default. Inappropriate billing practices include, but are not limited to, the following:
 - 1) Over billing for NEMT services.
 - 2) Billing for separate, duplicative mileage for more than one rider in an NEMT service group ride.
 - 3) Billing for NEMT services not provided.
 - 4) Billing Medicare or other federal, state or private insurance for services authorized under this contract.
 - 5) Billing clients for NEMT services authorized under this contract.
 - 6) Billing for service animals.
- C. All billings for NEMT services shall be forwarded to Ride Care no more than 30 days following provision of service; Ride Care will not process any billings more than 30 days after service was provided.

- D. Recipients may not be billed for NEMT services authorized by Ride Care. Subcontractors shall not bill Ride Care and/or Recipients for no-shows or canceled trips.
- E. In the event of a payment dispute, all charges for individual rides shall be resolved within 120 days of provision of services.
- F. If audit or billing review by Ride Care, CPCCO, or Oregon Health Authority (OHA) identifies over billing or other excessive charges, such charges will be deducted from the next provider payment and if none, reimbursement will be required for the amount of the overpayment without limitation of Ride Care's other rights and remedies, including but not limited to suspension or termination of Subcontractor's NETSA within 30 days of notice from Ride Care. Audit and review may take place up to five years after payment for NEMT services has been made.
- G. In the event of a payment error, whereby Ride Care pays more than due to the Subcontractor, the Subcontractor authorizes Ride Care to deduct outstanding amounts from a future payment(s) due and payable to Subcontractor. Ride Care shall advise Subcontractor at least 15 days prior to taking the deduction. .

9. Cancellation of Contract

Subcontractor may cancel this NETSA by providing Ride Care's Manager not less than thirty (30) calendar day's written notice of the intent to cancel. Upon termination of NETSA, Ride Care may withhold payment of any outstanding billings pending final audit.

10. Insurance

During the term of this NETSA, Subcontractor shall purchase and maintain levels of insurance required by this Agreement and by CPCCO. Policies shall be purchased only from companies that are authorized to do business in Oregon. Subcontractor shall, prior to providing any NEMT services under this Agreement, furnish a Certificate of Liability Insurance to Ride Care, listing Ride Care and the CPCCO as Certificate Holders and evidencing compliance with insurance requirements listed in subsection B and C below. Updated certificates of insurance must be provided to Ride Care no later than 30 days before expiration.

If, at any time during the term of this NETSA, Subcontractor fails to maintain the required insurance in full force and effect, Subcontractor shall immediately cease work and shall not resume such work until authorized by Ride Care to do so. Ride Care will not authorize resumption of performance until having received proper notice that the required insurance has been restored to full force and effect.

Subcontractor shall indemnify Ride Care from any liability or damages, including reasonable attorney fees that Ride Care may incur due to Subcontractor's failure to purchase or maintain any required insurance, which indemnification shall survive the termination of this NETSA.

In the event Ride Care determines that Subcontractor is not in compliance with the obligations of this paragraph 10, in addition to any other remedies provided for in this NETSA and notwithstanding any other provision thereof to the contrary, Ride Care may immediately declare a material breach and terminate this NETSA for default. In such event, Ride Care will be entitled to any damages provided for in this NETSA and provided by law.

- A. Subcontractor shall pay all premiums and deductibles to provide at least the following:
 - 1) Oregon Statutory Worker's Compensation, as required by statute for employer's liability coverage.
 - 2) Broad form comprehensive general liability coverage, \$1,133,300 combined single limit bodily injury and property damage.

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- 3) Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased or hired, with not less than the following limits:

Bodily Injury, Property Damage and Uninsured Motorist: \$1,133,300
combined single limit

- B. Each July, Ride Care will send new language for the required insurance amount. The insurance required under this paragraph shall:
 - 1) Include the State of Oregon, Oregon Department of Human Services, OHA, CPCCO, Ride Care and its directors, officers, representatives, agents, and employees as additional named insured's with respect to work or operations connected with the contract;
 - 2) Require Insurance company to notify Ride Care immediately upon termination or cancellation of any Subcontractor's insurance policy required under this Agreement; and
 - 3) Include an endorsement providing that the Subcontractor's insurance is primary insurance and that no insurance carried by Ride Care will contribute to payment for a loss caused by Subcontractor.
- C. In the event of unilateral cancellation or restriction of Subcontractor's insurance coverage required herein, Subcontractor shall notify Ride Care both orally and in writing within three (3) days of receipt of notification from the insurance company.
- D. Subcontractor and its Sub-Subcontractors shall be solely responsible for damage to their vehicles and equipment.
- E. Ride Care reserves the right to propose an increase or decrease of limits as appropriate, necessitated by business needs or regulatory requirement, as agreed on by both parties.

11. Subcontractor Status and General Responsibilities

Subcontractor is an independent contractor for all purposes and is entitled to no compensation from Ride Care other than that provided by this NETSA. Subcontractor shall inform Ride Care of Subcontractor's Federal Internal Revenue Service Employer Identification Number, or, if Subcontractor is an individual with no employer identification number, Subcontractor's Social Security Number.

Subcontractor shall provide and pay for all labor, materials, equipment, utilities, and other goods or services necessary to fulfill the requirements of this NETSA. Subcontractor shall supervise and direct contract performance using its best skill, and shall be responsible for selecting the means of contract performance. If, during or after the term of this contract, Subcontractor learns of any actual or potential defect in the NEMT services provided, or any problem associated with the results of contract performance, or of any nonconformance with a provision of this contract or of federal, state, or local law, Subcontractor shall inform Ride Care immediately in writing with a full description of the defect, problems, or nonconformance.

12. Notices and Communications

All notices and other communications concerning this contract shall be written in English and shall bear the number assigned to this NETSA. Notices and other communications may be delivered personally, by regular, certified, or registered mail, or, if prior authorized, by FAX or e-mail.

13. Assignment and Delegation

Subcontractor shall not assign, delegate, or subcontract out any of its rights or responsibilities for performance of this NETSA without the prior written consent of Ride Care.

14. Indemnification

Subcontractor shall indemnify, hold harmless, and defend Ride Care and CPCCO and its representatives, agents, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits resulting directly or indirectly from Subcontractor's performance or nonperformance of this contract, where the loss or claim is attributable to the negligence or other fault of Subcontractor, its employees, representatives, or contractors. Subcontractor's obligation under this paragraph shall survive the termination of this NETSA. Approval by Ride Care of Certificates of Insurance required under this agreement shall not reduce or relieve any duty of Subcontractor or its contractors, to indemnify as described herein.

15. Safety

In addition to Subcontractor's own safety procedures, Subcontractor shall implement and enforce all safety requirements that are determined to be applicable to performance of this contract by Ride Care.

16. Subcontract Provisions

Subcontractor may, with Ride Care's prior written approval, subcontract the delivery of any NEMT service provided under this NETSA. Subcontractor shall include in any subcontract authorized by Ride Care, any provisions necessary to make all of the provisions of this contract fully effective. Subcontractor shall provide all necessary plans, specifications, and instructions to any of its suppliers and contractors to enable them to properly perform their work. Subcontractors shall provide copies to Ride Care of all subcontracts for delivery of NEMT service brokered through Ride Care for review and approval. Subcontractor is responsible for assuring its contractors meet the requirements of section 10.

18. Computation of Time

Time periods measured in days shall be computed by excluding the day upon which the period begins to run and including the last day of the period unless the last day is a Saturday, Sunday, or legal holiday as defined in ORS 187.010 or 187.020, in which case such period shall run until, and shall include, the next day that is not a Saturday, Sunday, or legal holiday as defined in ORS 187.010 or 187.020. All time periods measured in days shall be based upon calendar days.

19. Termination

- A. For Convenience. This NETSA may be terminated for Ride Care's convenience upon thirty (30) days' written notice. Subcontractor shall be compensated for all NEMT services performed under this Agreement up to the effective termination date, minus any offsets by Ride Care for overpayments or any other costs or damages suffered by Ride Care. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- B. For Cause. Ride Care may immediately terminate this NETSA for cause upon written notice to Subcontractor. A termination for cause may occur for any reason deemed sufficient by Ride Care in its sole discretion, including, but not limited to, the following: one (1) or more breaches of this NETSA deemed material by Ride Care or any single or multiple failures by Subcontractor to comply with the requirements of Attachment A. Transportation Providers Standards in Ride Care's sole discretion. Unless otherwise stated by Ride Care at the time of termination or thereafter, that Subcontractor and its principals may not reapply for services under this NETSA.
- C. Upon termination of the NETSA for convenience or cause, Subcontractor has sixty (60) days from the date of notification in which to bill outstanding NEMT services provided under this Agreement.

20. Suspension

Ride Care, at its sole discretion, may discontinue brokering NEMT services with Subcontractor or suspend the NETSA at any time and for any length of time pending investigation of any concerns about NEMT service provision or contract compliance. Brokered NEMT services shall be reinstated to Subcontractor at Ride Care’s sole discretion once the terms and conditions of the NETSA are being followed or NEMT service delivery concerns are resolved to Ride Care’s satisfaction.

21. Non-Waiver of Suspension/Termination Rights

Ride Care’s failure to suspend or terminate Subcontractor for past violations or material breaches of the NETSA shall not waive, limit, or abrogate Ride Care’s rights to suspend or terminate this Agreement with Subcontractor for such past or subsequent violation(s). Similarly, Ride Care’s limited degree or duration of a suspension of Subcontractor for past violations of the NETSA shall not waive, limit, or abrogate the degree or duration of suspension that Ride Care may issue for past or subsequent violations.

22. Retirement System Status

Subcontractor is responsible for all benefit program contributions for its employees, contractors, agents and officers. . These programs may include, but are not limited to: Federal Social Security, Unemployment Insurance, Workers Compensation and Public Employees’ Retirement System.

23. Effective Date and Duration

Expiration of this NETSA shall not extinguish either party’s right to enforce this Agreement with respect to any default or defect in performance that has not been cured.

24. Government Employment Status

The funds to pay the Subcontractor will be charged against federal funds. Subcontractor certifies that it is not currently employed by the federal government for the work being performed under this Agreement.

25. Dual Payment

Subcontractor shall not be compensated for work performed under this Agreement by any other department or agency of the State of Oregon or the federal government.

26. Access to Records

- A. Subcontractor shall maintain all financial records related to this NETSA 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 this Agreement such a manner to clearly document Subcontractor's performance. Subcontractor shall provide timely and reasonable access to Records to: (a) Ride Care; (b) OHA; (c) the Secretary of State's Office; (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.

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- B. Subcontractor shall retain and keep accessible all Records for the longer of: (a) seven years following final payment and termination of this NETSA; (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 this Agreement. The rights of access in this paragraph are not limited to the required retention period, but shall last as long as the Records are retained.

27. Compliance with Applicable Law

Subcontractor agrees to comply with all federal, state, county and local laws, ordinances and regulations applicable to work performed under this Agreement. The parties incorporate by this reference the clauses required by ORS 279B.220,.230, and .235.

28. Nondiscrimination

The parties agree to comply with Title VI of the Civil Rights Act of 1964, with Title V of the Rehabilitation Act of 1973, and with all applicable regulations of federal and state civil rights and rehabilitation statutes, rules and regulations. The parties shall also comply with the Americans with Disabilities Act, ORS 659A.103-145, and all regulations and administrative rules established pursuant to those laws.

29. Confidentiality

Subcontractor and all their employees shall treat all information and, in particular, information relating to Recipients (clients) and providers, which is obtained by or through its performance under this Agreement, as confidential to the extent that confidential treatment is provided for under Health Insurance Portability and Accountability Act of 1996 (HIPAA) or other state and federal laws. Subcontractor shall safeguard such information and shall not use any information so obtained in any manner except as necessary to the proper discharge of its obligations hereunder.

30. Severability

The parties agree that if a court of competent jurisdiction declares any term or provision of this Agreement 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.

31. Special Federal Requirements

Subcontractor must comply at its expense with the relevant parts of 45 CFR Part 74, Part 80, Part 84Part 85, Part 86, Part 90,Part 91, Part 92 and all requirements under Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements (OMNI-Circular) , or other applicable OMB circulars, in its operations as appropriate, including:

- A. Subcontractor agrees to comply with Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Department of Labor Regulation 1 CFR Part 60. All Subcontractors' contractors shall also comply with these provisions.
- B. Subcontractor shall maintain fiscal records and other records pertinent to this Agreement. All fiscal records shall be maintained pursuant to accepted accounting standards and other records shall be maintained to the extent necessary to clearly reflect actions taken. Subcontractor further agrees to provide access to any books, documents, papers and records, which are pertinent to this Agreement and, further, to allow the making of excerpts, transcripts, or performing audits or examinations thereof. Such access shall be freely allowed to Ride Care, CPCCO, Oregon State and Federal personnel and their duly authorized agents. All records shall be retained and kept accessible for seven years following final payment and conclusion of all pending matters. All subcontracts shall also comply with these provisions. In addition, Subcontractor, its agents, employees and

contractors shall maintain all such records as fully confidential. Such confidential status shall be in compliance with the requirements stated in 45 CFR 205.50, 42 CFR 431 subpart F, ORS 411.320, and ORS 412.074.

- C. If the sum payable under this contract exceeds \$100,000.00, Subcontractor shall provide the State of Oregon with written assurance that Subcontractor will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Subcontractor agrees to promptly report all infractions to the State of Oregon, the U.S. Department of Health and Human Services, and the U.S. Environmental Protection Agency. All subcontracts shall also comply with these provisions.
- D. Subcontractor certifies that it will provide a drug-free workplace by:
- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in Subcontractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - 2) Establishing a drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace; and
 - b) Subcontractor's policy of maintaining a drug-free workplace; and
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations.
 - 3) Making it a requirement that each employee be engaged in the performance of this Agreement is given a copy of the statement required by paragraph (1).
 - 4) Notifying the employee in the statement required by paragraph (1) that as a condition of employment on such Agreement, the employee will:
 - a) Abide by the terms of the statement; and
 - b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 - 5) Notifying Ride Care within 10 days after receiving notice under subparagraph (4) (b), from an employee or otherwise receiving actual notice of such conviction.
 - 6) Imposing a sanction on, or requiring 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.
 - 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (1) through (6).
 - 8) Requiring any subcontractor to comply with subparagraphs (1) through (6).
 - 9) Neither Subcontractor, nor any of Subcontractor's employees, officers, agents or sub-subcontractors may provide any NEMT service required under the NETSA 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, officers, agent or Sub-Subcontractor's performance of essential job function or creates a direct threat to 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;

10) Violation of any provision of the paragraph (D) may result in termination of the NETSA.

E. Subcontractor certifies, to the best of its knowledge and belief, that it complies with the Lobbying laws as follows:

- 1) 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 any 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 a 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.
- 2) 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 agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The Subcontractor shall require that the language of this Standard Form be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

32. Recycling

As required by Oregon Statute, in the performance of this Agreement Subcontractor shall use, to the maximum extent economically feasible, recycled paper.

33. Mediation

Should any dispute arise between the parties concerning this Agreement, which is not resolved by mutual agreement, it is agreed that the dispute may be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the parties.

34. Applicable Law and Jurisdiction

Oregon law shall govern this contract. Any suit or action arising from this contract shall be commenced and prosecuted in the Circuit Court of Clatsop County, Oregon or the U.S. District Court for the District of Oregon as applicable. The parties agree to submit to the jurisdiction and venue of these courts.

35. Remedies Cumulative

The remedies exercisable by Ride Care under this NETSA shall be cumulative and in no way affect any other remedy available under the law to Ride Care.

36. Compliance With Tax Laws

ORS 305.385(6) states:

“No contract or other agreement for the purpose of providing goods, services or real estate space to any agency shall be entered into, renewed or extended with any person, unless the person certifies in writing, under penalty of perjury, that the person is, to the best of the person’s knowledge, not in violation of any tax laws described in ORS 305.380(4).”

By signature on this Agreement, Subcontractor hereby swears/affirms, under penalty of perjury as provided in ORS 305.385(6), that to the best of their knowledge they are not in violation of any of the tax laws described in ORS 305.380(4).

37. Amendment

The terms of this Agreement may not be waived, altered, modified, supplemented or amended, except by written agreement signed by both parties.

38. Third Party Beneficiaries

Ride Care and Subcontractor are the only parties entitled to enforce the terms of this NETSA. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement

Merger Clause

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. SUBCONTRACTOR, BY THE SIGNATURE BELOW OR ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Signed this ____ day of _____, 2018

Signed this ____ day of _____, 2018

Douglas Pilant

Jeff Hazen

General Manager
Title

Executive Director
Title

Tillamook County Transportation District
Organization

Sunset Empire Transportation District
Organization

3600 3rd Street, Suite A
Address

900 Marine Drive
Address

Tillamook, Oregon 97141
City, State Zip

Astoria, OR, 97103
City, State, Zip

**SECTION III
SUBCONTRACTOR INFORMATION**

1. BUSINESS PROFILE

Main Office: Tillamook County Transportation District

Legal Name: Tillamook County Transportation District

Street Address: 3600 3rd Street, Suite A

Mailing Address: 3600 3rd Street, Suite A

City / State / Zip: Tillamook, Oregon 97141

Phone: 503-842-8283

Fax: 503-815-8005

E-mail: dpilant@tillamookbus.com

2. TYPE OF BUSINESS

Public Agency: Local Government

Private Non-Profit: _____ Other: _____

Private for Profit: _____

Sole Proprietorship: _____

Partnership: _____

Corporation: _____

Limited Liability Company: _____

3. IDENTIFICATION NUMBERS

Oregon Secretary of State Registry ID Number: _____

Federal Tax ID Number: 93-1235175

IRS Non-Profit Number: _____

Other (Specify): _____

4. KEY PERSONNEL

Key Contact Person for Contract Performance /General Manager

Name: Douglas Pilant

Title: General Manager

Address: 3600 3rd Street, Suite A
Tillamook, Oregon 97141

Phone: 503-842-3115

Fax: 503-815-8005

E-mail: dpilant@tillamookbus.com

CERTIFICATION

I hereby certify that the information provided in the Business Profile is true and correct to the best of my knowledge and belief.

Signature: _____

Title: _____

Date: _____

RATE SHEET

Date: April 22, 2018

EFFECTIVE DATE: _____

Provider Code: _____ Contract #: _____

Business Name: Tillamook County Transportation District

Mailing Address: 3600 3rd Street, Suite A, Tillamook, Oregon 97141

Phone Number: (503) 842-8283

Fax Number: (503) 815-8005

**IMPORTANT: INCLUDE ALL RATES. RIDE CARE MUST APPROVE RATES AND RATE STRUCTURES.
 ONLY RATES LISTED BELOW WILL BE CONSIDERED FOR PAYMENT**
 These rates must mirror your requested rates in IOBSS.
 Thereafter, rates to be updated in IOBSS by the 25th of each month for approval.

TYPE OF SERVICE (SEDAN, WHEELCHAIR, STRETCHER, SECURE)	PICK-UP BASE RATE	MILES INCLUDED IN BASE RATE	ADDITIONAL COST PER MILE	SHARED RIDE FEE <i>(pick up only no duplicate mileage, shared fee limited to 1/2 of base p-u fee)</i>	AFTER HOURS FEE	ADDITIONAL FEES (BARIATRIC one rate only, no multiple rates for bariatric)	HOURS OF OPERATION		
							Day	Begin	End
EXAMPLE: SEDAN	\$15.00	First 2 miles included	\$1.25	\$7.50	\$45.00	\$25.00	ALL	00:00	05:59
							ALL	18:01	24:00
							HOL	00:00	24:00
							WKD	06:00	18:00
							WKE	06:00	18:00
Sedan	\$25.00	First 10 included	\$2.00	n/a	\$50.00	\$15.00	MON-SAT	0400	1800
							AFTER HRS	1800	0400
Wheelchair	\$30.00	First 10 included	\$2.00	n/a	\$50.00	\$15.00	MON-SAT	0400	1800
							AFTER HRS	1800	0400
Stretcher	\$125.00	None	\$5.00	n/a	\$50.00	n/a	MON-SAT	0400	1800
							AFTER HRS	1800	0400
Secured	Not available	Not available	Not available	Not available	Not available	Not available	Not available		

Provider's Signature: _____ Date: _____

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WORK SITE SCHEDULE

1. List business hours and days during which:

- a. Your office is open to receive referrals and initiate services:
8:00am-5:00pm

- b. You can provide the transportation services described in this Agreement:
4:00am-6:00pm. All other hours to be determined on a case-by-case basis.

2. Service Area

- a. Describe in detail the area served by your organization, defining boundaries of your Service Area and any exceptions regarding provision of transportation in your customary service area. (Attach additional sheet if necessary.)

Attach a map to the application, which describes your service area.

Northwest Oregon and Southwest Washington.

- b. Is your business available for out of area service trips (bid trips)? Indicate areas served.

Oregon and Washington.

6. Computer Capability

Subcontractors are required to have computer capabilities adequate to communicate with Ride Care. Ride Care will provide specialized software, such as IOBSS, if required as a regular part of receiving ride manifests/assignments, storing ride data and submitting billing information. Subcontractor system capacity must meet the following requirements:

- Memory: 1GB Megabytes of RAM minimum
4GB Megabytes of RAM *strongly* recommended
- Hard Drive: 1 Gigabyte or more of free space available
- Processor: 1-gigahertz (GHz) 32-bit (x86) processor or 1-GHz 64-bit (x64) processor
- Operating System: Windows Vista or higher – Windows 7 Pro *strongly* recommended
- Internet Access: High-speed or Broadband connections like DSL, Cable or ISDN *strongly* recommended

7. Driver and Vehicle Information

- | Yes | No | |
|----------|-------|--|
| <u>X</u> | _____ | All drivers for my organization are skilled in passenger assistive techniques and are trained to use any specialized equipment such as wheelchair lifts to assist in loading and unloading riders. |
| <u>X</u> | _____ | All drivers for my organization have completed an approved course in defensive driving. |
| <u>X</u> | _____ | All drivers for my organization have completed a course in passenger sensitivity and safety. |
| <u>X</u> | _____ | All drivers for my organization have completed an approved course in blood borne pathogens. |
| <u>X</u> | _____ | All drivers for my organization have completed an approved course Cardiopulmonary Resuscitation and First Aid within six months of date of hire. * |
| <u>X</u> | _____ | All my drivers have the type of Oregon Driver License required for the vehicle class the driver will operate. |
| <u>X</u> | _____ | My organization maintains records and evidence, which verifies that training has been received. |
| <u>X</u> | _____ | The vehicles my organization uses are adequate for passenger safety and comfort. They are properly equipped, accessible, and comply with the federal motor vehicle safety standard, when applicable: seat belts as required by state, county, and/or city laws and regulations; wheelchair loading and securing devices as required, and; restraining devices, padding and blankets as needed. |

* CPR First Aid is required per the contract for drivers. First Aid and CPR by an Approved RED CROSS or American Heart Association or local Fire department that are currently certified. Drivers must have CPR and first aid to know how to recognize signs of someone in distress. You are not required to use it – however, once you've made the determination to assist someone, once you start the CPR you cannot quit until someone else gets there to take over. The Good Samaritan Law protects you as you are not a trained EMT. If you are in town may be best to wait for 911. If shared trip you must consider all persons in vehicle. You must make the best choice to protect the other people in the vehicle. If trip from coast to valley may want to stop and assist while waiting for 911

VEHICLE INVENTORY

List each vehicle to be used in the performance of service under this contract.
Use additional sheets or attach your company list if needed.

Year	Make/Model	License Plate #	Vehicle ID Number	Ambi	Wheelchair	Stretcher	Secured
2009	Ford Braun	E248833	1FTDS34L59DA66101	X	X		
2014	Dodge Caravan	E261824	2C7WDGGBG9ER319561	X	X		
2014	Dodge Caravan	E261822	2C7WDGGBG5ER319735	X	X		
2014	Dodge Caravan	E261823	2C7WDGGBG2ER319739	X	X		
2016	Dodge Caravan	E263745	2C7WDGGBG9GR262362	X	X		
2016	Dodge Caravan	E263746	2C7WDGGBG9GR313732	X	X		
2017	Ford Transit	E271440	1FTBW3XMH8HKA85087	X	X	X	
2017	Ford Transit	E271439	1FTBW3XMXHKA85088	X	X	X	
2017	Dodge Caravan	E271438	2C7WDGGBG4HR743096	X	X		
2017	Dodge Caravan	E271437	2C7WDGGBG4HR743041	X	X		
2014	Chevrolet Glavel	E261821	1GB3G3BG1E1159667	X	X		
2015	Chevrolet Glavel	E263744	1GB365BG1G1G1189474	X	X		

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DRIVER INFORMATION

List each driver to be used in the performance of service under this contract. Use additional sheets or attach your company list if needed.

Last Name	First Name	Number	Expiration
AMAYA	DANIELL		
ANDERSON	DONALD		
BALLANCE	SYLVIE		
BEELER	LAURA		
BELLANTE	JEREMY		
BROWN	JAMES		
BUCHANAN	TERRA		
CLAWSON	ERIN		
DERRICK	CLIFFORD		
DIETZ	RICHARD		
HOOKER	KARRI		
HUFFMAN	TOMMIE		
JETT	JAMES		
KENNEY	ROBERT		
MAGNANO	JOHN		
MARSHALL	TYLER		
MARTIN	JESSE		
NEWCOMB	ALLAN		
NORRBOM	CLAYTON		
NORRBOM	SARAH		
PETERSON	PEGGY		
PILANT	DOUGLAS		
PIMENTEL	RONALD		
REEDER	DEBORAH		
RESSLER	VERNON		
ROSE	DENISE		
RUSSELL	GWENDOLYN		
RYAN	ROBERT		
SCHWABE	KATHLEEN		
SCHWABE	STEVE		
SIEMSEN	CYNDIE		
STITT	LEONARD		
THOMPSON	MICHAEL		
WHEELER	DAVID		

KEY CONTACT PERSONNEL

Please list the authorized contact person and information and check the applicable boxes below it.

Name: Brent Olson Title: Superintendent

Address: 3600 3rd Street, Suite A, Tillamook, Oregon 97141

Phone: (541) 993-1109 cell Fax: (503) 815-8005

E-mail bolson@tillamookbus.com

Scheduling related issues Billing related issues Contract related issues

All of the above, scheduling, billing and contract related issues

Name: Cathy Bond Title: Human Resources Specialist

Address: 3600 3rd Street, Suite A, Tillamook, Oregon 97141

Phone: (503) 801-6861 cell Fax: (503) 815-8005

E-mail cbond@tillamookbus.com

Scheduling related issues Billing related issues Contract related issues

All of the above, scheduling, billing and contract related issues

Name: Tabatha Welch Title: Accounting Specialist

Address: 3600 3rd Street, Suite A, Tillamook, Oregon 97141

Phone: (503) 842-0500 desk Fax: (503) 815-8005

E-mail twelch@tillamookbus.com

Scheduling related issues Billing related issues Contract related issues

All of the above, scheduling, billing and contract related issues

CERTIFICATION

I hereby certify that SETD/RIDECARE is authorized to release company information as designated above to the party(s) listed above.

Signature: _____ Title: _____ Date: _____

Ride Care Confidentiality Statement

Subcontractors and their employees and contractors shall treat all information and, in particular, information relating to NEMT service Recipients which is obtained through Ride Care or Recipient's care providers, as confidential information to the extent that confidential treatment is provided for under the Health Insurance Portability and Accountability Act of (HIPAA) or other state and federal law. Subcontractor and their employees and contractors shall safeguard such information and shall not use any information so obtained in any manner except as necessary to the proper discharge of its obligations in accordance with the provider standards as described in this NETSA.

Tillamook County Transportation District

Company Name

Printed Name – Driver

Signature – Driver

Doug Pilant

Printed Name – General Manager

Signature – General Manager

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RIDE CARE TRANSPORTATION PROVIDER STANDARDS

1. Subcontractor will be in compliance with appropriate local, state, and federal licenses, and certifications. Subcontractors will be in possession of and in compliance with current applicable local, state and federal licenses required by respective jurisdictions.
2. Subcontractor will be in compliance with appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. This will include, but not be limited to, proper equipment, accessibility, maintenance, seat belts and all equipment necessary to transport clients.
3. Subcontractor will be in compliance with all local, state and federal drug and alcohol testing requirements as applicable.
4. Subcontractor must not be under sanction by the Oregon Department of Human Services, Division of Medical Assistance Programs (DMAP) or Columbia Pacific CCO.
5. Without limitation of any other applicable provision of this NETSA, Subcontractor shall treat every aspect of a medical transport as confidential, including the fact of Medicaid and Oregon Health Plan (OHP) eligibility and any or all information pertaining to a client's physical or mental health status or condition.
6. All brokered NEMT services assignments and billing are done via computer linkup with Ride Care. Subcontractor must have computer equipment capable of receiving ride assignments and submitting billing.
7. Subcontractor and its drivers shall collect all data required by Ride Care to be used in preparing reports and passenger surveys.
8. Subcontractor shall provide to Ride Care monthly an accurate list of drivers eligible for Ride Care ride assignments.
9. Subcontractor must respond to all complaints and incidents within 5 days of receipt. Responses must be in written form and returned to Ride Care.

10. Vehicle Standards

A. Subcontractors must assure the comfort and safety of Clients by proper maintenance of their vehicles. This includes, but is not limited to:

- 1) Appropriate safety equipment must be present and operable, including but not limited to:
 - a) First Aid Kit
 - b) UL approved Fire Extinguisher (minimum 2.5lbs BC Class)
 - c) Accident Report Form
 - d) Roadside reflective devices
 - e) Flashlight
 - f) Chains or other traction devices (when appropriate)
 - g) Disposable Gloves
 - h) OSHA Approved spill kits

2) Vehicles in good operating condition, including but not limited to:

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- a) Any lift-equipped vehicle or wheelchair vehicle supplied shall meet all the requirements of the Americans with Disabilities Act of 1990 (ADA) and the regulations thereto. All wheelchair securement systems shall accommodate forward facing wheelchairs. In addition, to the extent practical, all non-wheelchair seating (ambulatory seating) shall be forward facing. Ramp and lift platforms shall have a clear and usable platform surface. All other ADA vehicle specifications shall apply.
- b) Vehicles shall be equipped with two-way radios, hands-free phones or data transmission equipment. CB radios are not acceptable.
- c) Wheelchair vehicles shall at a minimum meet applicable portions of the ADA requirements as defined in 49 CFR Part 38, 49 CFR Part 571.403 and 49 CFR Part 571.404. Wheelchair vehicles require a minimum annual inspection and documentation of ADA lift/ramp compliance and proper working order by a certified lift mechanic. An annual ADA lift/ramp inspection must be performed within 90 days or less prior to Ride Care's annual vehicle inspection.
- d) Wheelchair securement location within a vehicle must be designed to limit movement of an occupied wheelchair when the vehicle is in normal operation, using a four-point tie down system. Separate from the wheelchair system, an occupant securement system consisting of (1) a lap belt, or (2) a lap and shoulder belt will be provided.
- e) Lifts and other installed accessories including radios shall be maintained in accordance with the recommendations of the respective manufacturer and records of the maintenance shall be maintained.
- f) Vehicle exteriors shall be washed on a regular basis to maintain a reasonably clean appearance in all seasons.
- g) Vehicle interiors shall be swept and cleaned up each day before the start of service, and thoroughly cleaned (scrubbed) on a regular basis. Interior cleaning agents shall be fragrance free and shall not be offensive or injurious to individuals with heightened sensitivity to environmental toxins or fragrances.
- h) All vehicles shall have exteriors free of broken mirrors, broken windows, excessive grime, rust, chipped paint or major dents or body damage that detracts from the overall appearance of the vehicle. Vehicles with major body damage must be removed from service until the damage is completely repaired.
- i) Passenger compartment shall be free from torn upholstery or torn or excessively worn floor covering. Seats shall not be broken, damaged or have protruding sharp edges.
- j) Each vehicle shall have air conditioning and heating systems adequate for the climatic conditions of the area and maintained in good working order.

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- k) Each vehicle shall be equipped with a fully charged certified and non-expired fire extinguisher of the proper type for the vehicle.
- l) Each vehicle shall have a functioning speedometer, properly calibrated, indicating speed in miles per hour and an accurate functioning odometer indicating distance traveled in units of tenths of a mile.
- m) Each vehicle less than 5,000 lbs. GVW shall be equipped with hubcaps or wheel covers on all exposed wheels.
- n) Each vehicle shall have an interior rear-view mirror and side-view mirrors mounted on both sides of the vehicle and shall have unobstructed vision on all sides.
- o) Each vehicle shall have sufficient functioning interior lights within the interior compartment.
- p) Each vehicle shall be weather tight and free of leaks.
- q) Each vehicle shall have a functioning horn and all standard equipment safety features (e.g., hazard flashers etc.) shall be maintained in operable condition.
- r) Each vehicle shall have functioning and effective windshield wipers.
- s) Vans or buses shall carry and use a portable step, retractable boarding step, or running board to assist in boarding. Said portable step must be a commercially manufactured item having a base broader than the step area.
- t) Each vehicle shall carry warning triangles or flares.

3. Drivers and passengers shall not be allowed to smoke (including E-cigarettes) or eat in the vehicle.

4. Neither drivers nor passengers shall be allowed to play loud music in the vehicle. Passengers may use personal radios and CD players if they use headphones. Other than the two-way communications radio, the driver shall limit use of personal electronic devices to a cellular phone and a personal pager. Cell phones are only to be used when the vehicle is not in motion or when using a hands-free device. No texting while driving. No personal calls with client in vehicle.

5. Any fines incurred in the operation of the vehicle, including but not limited to parking violations, shall be the sole responsibility of the Subcontractor. Subcontractor shall hold harmless Ride Care for any fines, penalties or citations imposed on account of operation of the vehicle and any expense incurred.

6. A vehicle record file containing the following information shall be maintained:

- u) Vehicle identification number.
- v) Vehicle loss control record listing incident description, date, mileage and driver.

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- w) Vehicle equipment check log verifying that special equipment, including lift equipment, has been checked according to the suggested schedule of the manufacturer or at least semi-annually.
 - x) Vehicle operational and safety check log recorded at the beginning of each workday and indicating that tires, brakes, lights, seat belts and other relevant equipment are operational and the vehicle has not been damaged.
 - y) Subcontractor shall keep complete vehicle maintenance records. Such records shall be available for inspection by Ride Care during business hours. Subcontractor shall prepare and submit to Ride Care such vehicle maintenance reports as Ride Care may require.
- 3) Vehicles shall display permanently affixed company identification with the company name and telephone number clearly visible on the outside of the doors or windows on both sides of the vehicles. Identification shall be readable by a person with average vision as deemed reasonable by Ride Care.
- 4) No advertising material shall be placed or posted inside of the vehicle or passed out to passengers by the driver. No advertising material shall be affixed to the outside of the vehicle. Ride Care may direct the Subcontractor to post or distribute material relating to the operation of the Ride Care program in the vehicle at any time.
- 5) All vehicles are required to carry State of Oregon Department of Motor Vehicles title or vehicle registration documentation.
- B. Subcontractors shall maintain a preventative maintenance schedule, which incorporates, at minimum, the schedule recommended by the vehicle manufacturer. Subcontractors shall maintain records documenting repairs and preventive maintenance.
- All vehicles involved in an auto accident or theft must be reinspected and recertified to be eligible for Ride Care NEMT service.**
- C. Upon start of new service or adding a vehicle to service, Subcontractors shall provide Ride Care with a vehicle inspection report conducted by a certified mechanic within the six months prior to commencing service. In the case of the vehicle being new from the manufacturer a new vehicle preparation sheet or equivalent will suffice. Thereafter Subcontractors must have all vehicles operating under this NETSA inspected annually and certified safe by an ASE certified mechanic and maintain inspection records, which shall be made available to Ride Care or the State of Oregon through the Oregon Health Authority or Department of Human Services upon request. At a minimum, the inspections must include checking fluid levels, belts/hoses, cooling system, battery, emission, filters, air conditioning steering, suspension, brakes, exhaust system, fluid leakage, and visual inspection of the vehicle exterior. Proof of current ASE inspection must be presented to Ride Care at the time of the vehicle's annual inspection by Ride Care. An ASE inspection must be performed within 90 days or less prior to Ride Care annual vehicle inspection.
- D. Ride Care reserves the right to conduct a vehicle inspection any time the Subcontractor's vehicles are being used for this NEMT services throughout the term

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of the Agreement. Such inspections may either be conducted at the Subcontractor's facility or other agreed upon location. Subcontractor shall make the vehicle available for inspection at no cost to Ride Care. Any inspection is solely for Ride Care's own purpose and shall in no way diminish the sole responsibility of the Subcontractor to operate and maintain a safe fleet of vehicles.

- E. All vehicles used in the performance of this contract shall meet the following vehicle age requirements:

No vehicle shall be older than 15 years, including sedans, wheelchair vans, stretcher vehicles, and secured transport.

Notwithstanding the above age limits, RIDECARE may, at its sole discretion and after inspection of vehicles, determine which vehicles may be used in the performance of services under this contract.

- F. No vehicles shall be substituted for vehicles in use under this contract or added to a Subcontractor's fleet without prior inspection and approval of RideCare.
- G. Ride Care's review and approval of Subcontractor's vehicles shall in no way create liability to Ride Care or relieve Subcontractor of its sole responsibility for proper maintenance and use of its vehicles or any other equipment.

11. Drivers

- A. Subcontractors will inform drivers of their duties and responsibilities and provide adequate, documented training for all equipment related to their vehicles. This will include, but not be limited to:
- 1) Briefing about the NEMT services and OHA/MEDICAID programs, required reporting forms, vehicle operation and the geographic area in which they will be providing service.
 - 2) Road testing with the type of vehicle the driver will be operating.
 - 3) Completion of the six (6) hour National Safety Council Defensive Driving course, or an equivalent, within six months of date of hire.
 - 4) Completion of Passenger Assistance and Sensitivity Training, within six months of date of hire.
 - 5) Red Cross approved First Aid, Cardiopulmonary Resuscitation and blood spill procedures within six months of date of hire.
 - 6) Establish procedures for drivers to deal with situations in which emergency care is needed for Recipients that they are transporting.
- B. Drivers and applicants must be pre-qualified by Ride Care prior to performing service under this contract. Drivers for Ride Care Subcontractors will be subject to finger printing and a criminal records check as required by Oregon law.

Pre-qualification includes but is not limited to:

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- 1) A fingerprint background records check and Oregon DMV record check. Ride Care will process driver personal history information, fingerprint criminal background checks and DMV checks. Fingerprint criminal background checks will be processed in accordance with the procedures incorporated at the end of this attachment. Driver or employee must have a good driving record as reported on a 5-year court-certified driving record printout from the Oregon DMV. It will be the Subcontractor's responsibility to provide an original, DMV court certified 5-year driving record printout (original & no older than 30 days) to be submitted to Ride Care along with signed NETSA and background check documentation. If the applicant has resided in Oregon less than five (5) years, they are responsible for providing Ride Care with a court-certified copy of their driving record from every state of residence in the past five (5) years.

Drivers will be qualified based on results of the Oregon State Police Open Records check, the FBI fingerprint background check and Oregon DMV check. Ride Care will notify the Subcontractor in writing of the driver's status. No driver will qualify to provide Ride Care service without Ride Care's written authorization. Ride Care, at its sole discretion, may determine which drivers are qualified to provide Ride Care service. Drivers should have no criminal convictions, which may, in the sole judgment of Ride Care, render the applicant/contractor unsuitable or unfit for employment in a position that is responsible for providing brokered NEMT services.

- 2) Subcontractor must inform all drivers and applicants for driving positions under this program that their ability to drive under this program is subject to a successful criminal background check as determined by Ride Care. Driver qualifications include but are not limited to:
 - a) Each driver shall possess a valid Oregon Driver License for the class of vehicle to be operated and shall be trained in the proper operation of the vehicle and its accessories.
 - b) Drivers must be 21 years of age or older.
 - c) Each driver must have a minimum of five (5) years driving record that demonstrates adherence to safety in the operation of motor vehicles and adherence to traffic laws and regulations. It will be the Subcontractor's responsibility to provide an original DMV 5-year court-certified driving record printout (original & no older than 30 days). Disqualification will result if a driving record reflects the following:
 - A suspension for moving violation(s) unless three years have elapsed since the end of said suspension and driver has had no moving traffic violations during said three years.
 - More than two (2) violations in a three-year period.
 - Three (3) or more vehicular accidents in a three (3) year period.

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- More than five (5) violations or accidents of any kind in a three-year period.
 - A serious violation in the past ten (10) years, such as, but not limited to: reckless driving, driving under the influence of drugs or alcohol, illegal possession of drugs or alcohol, motor vehicle used in manufacturing, distributing, or dispensing controlled substances, hit and run, assault, criminal mischief, reckless driving, careless driving, negligence, violation of a motor vehicle law resulting in bodily injury, driving with suspended license.
- d) Driver is familiar with the geographic area in which they will be providing service.
- e) Driver reads and speaks English fluent enough to fulfill duties and responsibilities.
- C. Subcontractor shall maintain documentation which includes copies of driver licenses, photo ID's, signed drug & alcohol free workplace policy, signed Code of Professional Conduct for Drivers, signed Confidentiality Statement, results of criminal background and driving record checks, records dates and types of training completed for all drivers.
- D. Drivers shall wear photo identification badges in a conspicuous place at all times while driving clients referred by RideCare.
- E. Drivers shall comply with all terms of the Code of Professional Conduct for Drivers *(as found at end of this attachment A)*
- F. Ride Care's review and pre-qualification of drivers shall in no way create liability in Ride Care or relieve Subcontractor of its sole responsibility for proper selection and training of its drivers.
- G. Drivers shall wear neat and clean clothing and be generally neat in appearance. Open toe shoes, cutoffs, tank tops, tube tops, halter tops, spaghetti straps, mesh/net shirts, novelty, political or religious t-shirts with crude or offensive sayings or pictures, overpowering fragrances or inappropriate and unsafe clothing and jewelry shall not be permitted. Unsafe clothing is any clothing that may impede the driver's ability to drive or operate mechanisms on the vehicle.
- H. Drivers shall address and treat passengers courteously at all times. Drivers shall assist with opening and closing vehicle doors for passenger(s) when they board/deboard, providing reasonable assistance to or from the main entrance of both the origin and destination locations including locking/unlocking outside doors when such assistance is required or requested. In so doing, Drivers should not lose sight of their vehicles. For extended absences from a vehicle, Drivers shall advise Provider's dispatcher. A driver may never be absent for any reason leaving riders on board a vehicle unattended except while assisting other riders. Drivers shall not engage in inappropriate conversations during transports that may offend passengers, such as but not limited to politics, religion and publicly sensitive issues. Drivers shall keep personal views of people and companies to themselves. Drivers shall not engage in personal relationships

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with clients. Drivers shall not discuss other clients names and trips with dispatch with another client(s) in the vehicle.

- I. Drivers shall require all passengers to wear seatbelts during transports. Children shall be required to ride in a child safety seats appropriate to their age and weight as required by Oregon Law. Clients under the age of Eighteen (18) years of age must ride in the back seat of transportation vehicles. All clients should routinely ride in the back seat.
- J. Subcontractor will inform drivers that for the protection of drivers and clients, drivers shall not, at any time, while providing Ride Care service including Emergent Medical Transportation, and/or Non-Emergency Medical Transportation possess or use any weapon. Weapons include, but are not limited to, guns, knives or swords with blades over four inches in length, explosives, and any chemical whose purpose is to cause harm to another person.

Regardless of whether a driver possesses a concealed weapons permit or is allowed by law to possess a weapon, weapons are prohibited during any Ride Care service or in any location in which the driver represents Ride Care for business purposes. Said prohibition includes carrying the weapon on one's person and/or in the vehicle providing Ride Care service.

12. Service Provision

- A. Average client waiting time for pick up or delivery for pre-scheduled transportation shall not exceed 15 minutes. A Subcontractor who is more than 15 minutes late for a pick up or who misses a pick up shall immediately report to Ride Care with an explanation as to why the trip was missed or late.
- B. Pick-up on the go trip will be at or after the scheduled pick up time, but will allow adequate travel time for the client to be delivered to the appointment on time.
- C. Multiple late or missed trips as determined by Ride Care may be considered grounds for termination or suspension of contract.
- D. Unusual weather or traffic conditions affecting all vehicular traffic which prevent the Subcontractor from meeting the scheduled pick up time shall not constitute non-compliance with this BPA.
- E. Subcontractor shall provide all transportation services under this contract only as authorized by Ride Care.
- F. Subcontractor will establish procedures for drivers to deal with situations in which emergency care is needed for Clients that they have been assigned to transport.
- G. Drivers shall only pick up and deliver clients to locations assigned by Ride Care and shall not use routes other than the reasonable direct route. In the event of any deviation from the reasonable direct route, Subcontractor will notify Ride Care at the earliest possible time and in no event later than the next working day.
- H. Driver shall not stop for lunch, fuel or convenience items of any kind during the transport of a passenger(s). Stops are to be done only for medical emergencies.
- I. Driver shall not solicit or accept gratuities or any other money or favors from passengers.

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- J. Subcontractor shall report suspected fraudulent use of transportation services to Ride Care.
- K. Subcontractor shall provide transportation services to Medicaid and OHP recipients and others without regard to race, creed, ethnicity, national origin, sexual orientation, marital status, gender, age, or the presence of any sensory, mental, or physical disability. Confidentiality regarding Medicaid recipients, their respective medical condition or diagnosis, and transportation services provided shall be maintained at all times. (Confidentiality statements must be signed by all employees and are provided with this NETSA.)
- L. If Subcontractor arrives to provide transportation and an emergency exists, requiring transportation by an ambulance, the Subcontractor shall refer the client for emergency transportation by calling 911 for the recipient if necessary. Ride Care shall be informed at the earliest possible time and in no event later than the next working day.
- M. Subcontractor shall not agree to provide a transportation service unless it is reasonably certain that the means to do so are available to the Subcontractor. If the Subcontractor is unable to provide a transportation service to which it has agreed, it shall notify Ride Care immediately. Ride Care staff will reassess the ride and reassign it as appropriate. Subcontractors must respond to a request for a next day ride by 5:00 PM the previous day. Ride Care will assume that an assigned ride has been accepted by a Subcontractor who has not called Ride Care by the 5:00PM deadline.
- N. Subcontractor shall maintain all documentation as required in the Oregon Administrative Rules for Medical Transportation Services. Documentation shall include the following:

Client Name	Date
Client ID	Time of Trip
Pick-up Point	Authorization Number
Destination	Ride Cost
Driver Identification	Pick-up Time
Passenger miles	Vehicle Miles

Documentation shall be retained for a minimum of five (5) years following provision of service.

- O. Subcontractor shall not change the pick-up or drop-off times or negotiate pick-up and drop-off times with Medicaid and OHP recipients. Clients shall be referred to Ride Care if they require additional transport or if a change in the authorized transport is desired or needed. With the exception of after-hours trips, all requests for Medicaid trips received directly by the Subcontractor must be referred to the brokerage.
- P. Provider shall render service in accordance with guidance provided by Ride Care. Driver may assist a client in a wheelchair up or down one (1) step where a ramp is not available.
- Q. Ride Care Providers shall make available Door-to-Door services. Such services shall be limited to reasonable assistance boarding or disembarking from a vehicle and assistance to/from the portal of a building or private residence. Drivers may not enter a private dwelling. It is understood that at times clients may require pick up or

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drop off inside a residence or facility. It is also understood that it may be necessary to check a client in with nurses, doctors, or caretakers rather than leave a client unattended at the door.

- R. Provider shall at all times render safe, courteous service in accordance with applicable laws, ordinances and regulations.
- S. A wheelchair accessible vehicle must be used when requested by Ride Care for clients in wheelchairs who require transportation while remaining in their mobility device. Transferring/carrying individuals from wheelchairs to the seat of a vehicle is prohibited, except for a rider who can transfer without assistance.
- T. Normal operating conditions shall be defined as those operating conditions, including weather and traffic patterns for time of year and time of day normally encountered and reasonably expected. Repeated failure to comply with this standard without reasonable cause shall be grounds for suspension or termination of the contract. Provider can expect monitoring of on-time performance to occur through a combination of methods, including but not limited to, random field checks conducted by Ride Care staff, complete and accurate reporting by driver, random rider surveys and other methods.
- U. Provider shall cooperate with Ride Care in every effort to minimize rider time on board the vehicle.
- V. Service will be provided in accordance to Ride Care standards and billings will only be submitted for rides specifically indicated on the manifest authorized by Ride Care. Provider shall insure that no unauthorized passengers are transported while engaged in providing Ride Care service under this contract without Ride Care's express permission. Providers shall not engage in transport of clients with additional passengers on board that have not been authorized prior, such as relatives, friends or children while participating in the Ride Care program.
- W. Subcontractor shall not make any changes to the rides as authorized including, but not limited to, any changes resulting in (1) combined or shared rides or (2) indirect routes of any kind. If a change is needed the Subcontractor must receive prior approval for such change from the brokerage. Trips not provided as authorized will not be reimbursed. One or more incidents of the provider changing the authorized ride may result in suspension or termination of the contract at Ride Care's sole discretion. Subcontractor shall not make any changes to rides within the company manifest for convenience or scheduling conflicts. Changes may be made if Ride Care is notified when the change occurs.
- X. Subcontractor shall accept and perform shared rides as assigned by Ride Care.
- Y. Subcontractor shall leave Ride Care return cards with passengers that provide the name of Ride Care, as well as the telephone number to call for the return pick up.
- Z. Subcontractor shall notify Ride Care at the earliest possible time and in no event later than the next working day, of any and all accidents, incidents or deviations from the reasonable direct route related to transporting a Medicaid or OHP recipient, or others, including date, vehicle, driver, description of the incident, and names of all parties involved. Ride Care should be notified immediately of any accident or incident that affects the client's arrival time or the client's destination or is related to the client's health or well-being or relates in any way to a client complaint. Copies of motor vehicle and law enforcement reports shall be provided to Ride Care.

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- AA. Subcontractor shall never take disciplinary action against any rider or other Subcontractors. Ride Care will notify the Subcontractor of any actions to take if needed.
- BB. Subcontractor shall notify Ride Care immediately upon any no-show passengers at the schedule pick-up time. Subcontractor is required to leave Ride Care provided, no show door hanger, at the clients pick up location and attach a copy to the days manifest that it occurred on.
- CC. Drivers may not perform Ride Care service while consuming or under the influence of alcohol or drugs. Subcontractor must immediately refer drivers suspected of being under the influence of alcohol or drugs for testing at the Subcontractor's expense. Refusal to test or positive test results will disqualify a driver for Ride Care service.
- DD. Passengers are permitted to travel with service animals.
- EE. Subcontractor may occasionally be requested to submit a bid for special transport of non-emergency clients outside their regular rates due to client condition, circumstance or length of transport. Bids will be submitted in writing to Ride Care and the ride will be assigned to the most appropriate Subcontractor.
- FF. Subcontractor shall inform drivers of requirement for confidentiality of client information including but not limited to the following:
- 1) All information as to personal facts and circumstances obtained by the Subcontractor on the client shall be treated as privileged communications, shall be held in confidence, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or the Client's legal guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical or other form, which does not identify particular individuals.
 - 2) The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all requests from outside sources.
 - 3) Subcontractor will share information as necessary to effectively serve DHS clients.

13. Secure Transport

Subcontractors of Secure Transport must comply with all provisions of this NETSA and the requirements of the Medical Transportation Services Guide, Section 410-136-240. Secure Transport Subcontractors must also comply with all Oregon Department of Human Service (DHS) Division of Addictions and Mental Health requirements for Secure Transport providers as found in OAR 309-033-0400 through 309-033-0440. Subcontractor must provide a gender appropriate driver and attendant for the client.

14. Stretcher Transport

Subcontractors of Stretcher Transport must comply with all provisions of this NETSA and the requirements of the Medical Transportation Services Guide. Subcontractor shall

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comply with OAR 333-255-0070. In addition, Subcontractors providing stretcher transport shall comply with the following requirements.

- A. All stretcher transports will have an attendant provided by the Subcontractor, in addition to the driver, to assist with loading, unloading, and lifting the stretcher. A minimum of two (2) individuals are required to accompany a stretcher care passenger during the duration of the trip.
- B. Stretchers shall have brakes installed on a minimum of one wheel. Subcontractor shall perform annual maintenance on the stretcher according to the manufacturer's recommendations and keep repair records on file. Stretchers shall have a minimum weight load capacity of 500 pounds. Stretchers shall have folding base legs that retract when loading. Stretchers shall have a safety bar and hook (for mounting in vehicle) to prevent accidental drop when unloading. Annual maintenance shall be performed on the stretcher according to the manufacturers' recommendations.
- C. Wheelchair lift equipment will not be used to load or unload stretcher clients.
- D. All persons engaged in stretcher transports shall at a minimum, be trained by the stretcher manufacturer in proper loading, unloading, lifting and securement techniques. Subcontractor shall maintain eligible employee training records and make available to Ride Care upon request.

15. Violation of Requirements

One or more violations of any of the requirements in the Ride Care Transportation Provider Standards or the NETSA as determined by Ride Care may be grounds for termination or suspension of Subcontractor in Ride Care's sole discretion.

Code of Professional Conduct for Drivers Medical Transportation Program

- 1. Safety Compliance:**
Drivers shall drive safely, comply with all transportation laws and follow all vehicle/client securement and safety procedures while performing transportation services under the Subcontractor's NETSA with Ride Care.
- 2. Professional Demeanor:**
Drivers shall wear photo identification badges in a conspicuous place at all times. Drivers shall be punctual, prepared, and dressed in a professional manner appropriate for the situation. Drivers shall not use alcohol, narcotics, or controlled substances while on duty. Drivers shall not use any legal or illegal substance or prescribed or over the counter medication that affects their ability to safely operate a motor vehicle. Drivers shall not smoke (including E-cigarettes) in the vehicle at any time. Drivers shall not eat in the vehicle, except for prior documented medical purposes. Drivers shall not solicit or accept alcohol, prescriptions, controlled substances, tobacco products, food, or gifts of any kind from clients.
- 3. Cultural Sensitivity – Courtesy - Respect:**
Drivers shall maintain a courteous, polite and professional manner in all dealings with the public and shall be sensitive to the needs of people using Medical Transportation, including people with disabilities, people of all cultural and racial minorities, sexual orientations, older persons, children and persons with major illnesses and/or who are medically fragile. Drivers shall be culturally sensitive and respectful to the individuals they serve. Drivers shall provide support, assistance, and direction to clients as needed. Drivers shall not make sexually explicit comments, solicit sexual favors, or engage in sexual activities with clients. Drivers shall not develop or maintain personal relationships with clients.
- 4. Scope of Duties:**
Drivers shall not counsel, refer, give advice, or express personal opinions to clients, or engage in any other activities that may be construed to constitute a service other than transportation. Drivers shall not market their services to clients or arrange services for clients in order to create business for themselves. Driver shall not provide clients with food, beverages, cigarettes or gifts of any kind. Drivers shall not stop for lunch, fuel or convenience items of any kind during the transport of a client, except as prior-authorized by Ride Care.
- 5. Confidentiality:**
Drivers shall take all reasonable measures to safeguard and protect client information. Drivers shall only use or disclose personal information to Ride Care, DHS, or appropriate authorities for purposes directly connected with the services provided to the client.
- 6. Proficiency:**
Drivers shall meet the minimum training standards required by Ride Care and DHS and pass all required trainings. Driver shall be trained to proficiency for any special equipment installed on their vehicles, including but not limited to wheelchair lifts, stretcher gurneys, use and securement of mobility devices, child car seat use and securement, and two-way communication devices. Driver shall be familiar with the geographic area in which they provide service. Driver shall communicate effectively in English, verbally and in writing.
- 7. Compensation:**
Drivers shall not accept additional money, considerations, gifts, or favors for services from clients.

8. Non-discrimination:

Drivers shall not discriminate on the basis of gender, disability, race, color, national origin, age, socio-economic or educational status, religion, political, sexual orientation, or medical condition.

9. Self-evaluation:

Drivers shall accurately and completely represent their personal history, driving records, training and experience.

10. Ethical Standards:

Drivers shall be neutral, impartial, and unbiased. Drivers shall disclose any real or perceived conflict of interest that would affect their ability to legally and ethically provide services. Drivers shall immediately withdraw from encounters they perceive as violations of this Code. Drivers shall assess at all times their ability to drive. Should drivers have any reservations about their ability to safely provide service, they must immediately notify the company owner or dispatcher, who will in turn notify Ride Care. The driver will withdraw from service and will remain with the client until a more appropriate driver can be secured.

11. Contract Requirements:

Drivers will comply with all driver conduct requirements listed in the NETSA, Attachment A, Brokerage Transportation Standards, Paragraph 10, Driver Standards. Any violations of the NETSA Driver Standards or the Code of Professional Conduct for Drivers may result in suspension or termination.

**THIS CODE APPLIES TO ALL PERSONS PROVIDING TRANSPORTATION
SERVICES UNDER THE SUBCONTRACTOR'S NETSA WITH RIDECARE
AND MUST BE COMPLIED WITH AT ALL TIMES.**

Date

Date

Signature of Driver
Representative

Signature of Subcontractor

Doug Pilant, General Manager

Driver's Printed Name

Printed Name of Subcontractor

Tillamook County Transportation District
Company

Ride Care Confidentiality Statement

Subcontractors and their employees and contractors shall treat all information and, in particular, information relating to clients transported which is obtained through Ride Care or their care providers, as confidential information to the extent that confidential treatment is provided for under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or other Oregon State and federal laws. Subcontractor and their drivers shall safeguard such information and shall not use any information so obtained in any manner except as necessary to the proper discharge of its obligations in accordance with the provider standards as described in the NETSA.

Tillamook County Transportation District

Company Name

Printed Name – Driver

Signature – Driver

Doug Pilant

Printed Name – General Manager

Signature – General Manager

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CRIMINAL BACKGROUND CHECK PROCEDURES

Subcontractor must inform all drivers and applicants for driving positions under this program that their ability to drive under this program is subject to a successful criminal background check as determined by Ride Care.

The background check process includes two parts; an Oregon Criminal History check and an FBI fingerprint check. To complete the two-part process, follow these directions:

1. Driver must complete and sign **Criminal History Verification of Applicants** form.
2. Fill in the *Subject Information* section of the **Request for Oregon Criminal History Information** form for each potential driver. Copy and complete for additional drivers as needed.
3. Obtain a copy of Driver's fingerprints. (see below for instructions)
4. Return the above documents, completed and signed, to Ride Care with the signed NETSA.

Ride Care
Tami Carlson
900 Marine Drive
Astoria OR 97103

TO OBTAIN A COPY OF YOUR FINGERPRINTS

Please contact local police agency, Sheriff's Department, Oregon State Police station or fingerprinting service for location and time information. Average cost for this service is \$10.00 per card.

NOTE: The "reason fingerprinted" section must not state that it is for employment purposes; otherwise it will be returned unprocessed.

GENERAL GUIDELINES CRIMES AFFECTING FITNESS FOR SERVICE

Type of Offense*	Class of Offense	Time Frame to Consider
Offenses against Persons	Class A felony	Forever
	Class B or C felony	15 years
	Class A,B or C misdemeanor	10 years
Offenses against Property	Class A felony	15 years
	Class B or C felony	10 years
	Class A,B or C misdemeanor	5 years
Offenses involving fraud or deception	Class C felony	10 years
	Class A,B or C misdemeanor	5 years
Offenses against public order; firearms and other weapons; racketeering	Class A felony	15 years
	Class B or C felony	10 years
	Class A,B or C misdemeanor	5 years
Offenses against public health, decency, and animals	Class A felony	15 years
	Class B or C felony	10 years
	Class A,B or C misdemeanor	5 years
Controlled substances, illegal drug cleanup, paraphernalia, precursors*	Class A felony	15 years
	Class B or C felony	10 years
	Class A,B or C misdemeanor	5 years

*Any offense committed with a weapon or which results in serious injury to any person shall be considered forever.

**Consideration of crimes involving drugs shall include an appropriate current risk assessment, prior treatment, proof of recovery from an established and proven disability and confidence of the decision maker based on the totality of information received that the applicant has no current connection with illegal controlled substances and drug activity. The burden of establishing absence of risk factors is on the subject individuals.

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