

Tillamook County Transportation District  
Board of Directors  
Regular Monthly Meeting



***Dial-A-Ride***  
A Service of Tillamook County Transportation District



Thursday, November 19, 2020 at 6:00PM  
Transportation Building  
3600 Third Street, Tillamook, Oregon



**BOARD OF DIRECTORS – REGULAR MONTHLY MEETING**  
**Tillamook County Transportation**  
**AGENDA**

Thursday, November 19, 2020 @ 6:00pm

**Due to the COVID-19 Pandemic, this meeting will be held virtually.**  
**To attend by phone, please dial: +1 (646)749-3112**  
**Enter Access Code: 830-157-069**  
<https://global.gotomeeting.com/join/830157069>

**REGULAR MEETING**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Announcements & Changes to Agenda
5. Public & Guest Comment
6. Executive Session

**GENERAL MANAGERS REPORT**

7. Financial Report (Pgs. 1-20)
8. Service Performance Report (Pgs. 21-25)
9. Northwest Oregon Transit Alliance (Pgs. 26-30)
10. Planning & Development
11. Grant Funding
12. Facility/Property Management
13. NW Rides Brokerage
14. Miscellaneous

**CONSENT**

15. Motion to Approve the Minutes of October 22, 2020 Regular Board Meeting (Pgs. 31-35)
16. Motion to Accept Financial and Operations Reports of October 2020
17. Motion to Amend the STIF Bylaws to combine the STF and STIF Advisory Committees into the Transportation Advisory (TAC) Committee and Adopt the Committee Roster (Pgs. 36-47)
18. Motion to Amend TCTD Policy #11 Records Retention Schedule (Pgs. 48-56)
19. Motion to Amend TCTD Policy #20 Public Records (Pgs. 57-59)

**ACTION ITEMS**

20. Resolution #20-29 in the Matter of Authorizing the GM to Execute a Delegate Agreement Between TCTD and CareOregon to operate the NW Rides Brokerage (Pgs. 60-117)
21. Motion to approve determination, findings and sole source acquisition of six (6) AeroClave Portable Decontamination Systems and required accessories such as data logging modules, components to plumb vehicles and sprayer wands/nozzles (Pgs. 118-122)
22. Motion to approve determination, findings and sole source acquisition to purchase fuels from Carson Fuels Company (Pgs. 123-128)

**DISCUSSION ITEMS**

23. Staff Comments/Concerns
24. Board of Directors Comments/Concerns
25. Adjournment

Next regularly scheduled meeting to be held Thursday, December 17, 2020

**Tillamook County Transportation District**  
 Normal Trial Balance  
 From 10/31/2020 Through 10/31/2020

<u>Account Code</u>	<u>Account Title</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
1001	General Checking Account	501,156.83	
1006	Payroll Checking	16,540.38	
1009	NW RIDES ACCOUNT	203,087.57	
1011	Prop. Mgmt. Checking	22,431.41	
1020	LGIP - General Account	701,425.33	
1030	LGIP - Capital Reserve	940,338.66	
1040	Petty Cash	200.00	
		<hr/>	<hr/>
Report Total		2,385,180.18	0.00
		<hr/> <hr/>	<hr/> <hr/>
Report Difference		2,385,180.18	
		<hr/> <hr/>	

**Tillamook County Transportation District**  
**Financial Statement**

From 10/1/2020 Through 10/31/2020

Resources	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%
Working Capital	3500	0.00	0.00	1,916,835.00	(1,916,835.00)	0.00%
Fares	4000	14,467.34	69,910.42	300,000.00	(230,089.58)	23.30%
Contract Revenue	4020	4,361.51	193,348.71	875,000.00	(681,651.29)	22.09%
Property Tax	4100	0.00	0.00	950,000.00	(950,000.00)	0.00%
Past Years Property Tax	4110	1,825.54	5,537.54	25,000.00	(19,462.46)	22.15%
State Timber Revenue	4120	0.00	0.00	275,000.00	(275,000.00)	0.00%
Mass Transit State Payroll Tax	4130	29,629.65	29,629.65	85,000.00	(55,370.35)	34.85%
STIF Formula	4135	88,247.00	121,180.25	484,721.00	(298,895.00)	38.33%
STIF Intercommunity	4136	0.00	185,826.00	304,000.00	(265,061.00)	12.80%
STIF Discretionary	4137	0.00	38,939.00	352,000.00	(335,591.00)	4.66%
Capital Grants	4210	0.00	16,409.00	1,091,000.00	(1,091,000.00)	0.00%
Grants - FTA 5311	4220	83,815.00	181,955.00	395,000.00	(213,045.00)	46.06%
NWOTA Partner Cont. Match	4225	10,500.00	21,000.00	42,000.00	(21,000.00)	50.00%
Grants - STF	4230	16,925.00	33,850.00	67,700.00	(33,850.00)	50.00%
Grants - 5311 (f)	4240	0.00	32,742.00	184,000.00	(151,258.00)	17.79%
Grants - 5310	4245	0.00	3,120.00	332,000.00	(328,880.00)	0.93%
Special Bus Operations	4300	0.00	0.00	2,500.00	(2,500.00)	0.00%
Miscellaneous Income	4400	956.00	7,748.09	5,000.00	2,748.09	154.96%
Sale of Assets - Income	4410	0.00	0.00	10,000.00	(10,000.00)	0.00%
Interest Income	4510	1,322.82	5,201.17	32,500.00	(27,298.83)	16.00%
Advertising Income	4520	0.00	0.00	1,000.00	(1,000.00)	0.00%
Lease Income	4900	1,900.00	7,600.00	23,000.00	(15,400.00)	33.04%
Lease Operational Exp Income	4910	763.00	2,736.32	18,000.00	(15,263.68)	15.20%
Transfer From General Fund	4911	(488,000.00)	0.00	157,050.00	(145,050.00)	7.64%

Monthly BOD Report w/YTD Budget & Variance

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**Tillamook County Transportation District**  
Financial Statement

From 10/1/2020 Through 10/31/2020

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%
Transfer from Veh. Purch. Res.	4915	0.00	0.00	31,835.00	(31,835.00)	0.00%
Transfer from STF Fund	4916	0.00	0.00	46,786.00	(46,786.00)	0.00%
Transfer from STIF Fund	4918	0.00	0.00	945,000.00	(945,000.00)	0.00%
<b>Total Resources</b>		<u>1,018,063.58</u>	<u>847,552.90</u>	<u>8,951,927.00</u>	<u>(8,104,374.10)</u>	<u>9.47%</u>
<b>Expenses</b>						
<b>Personnel Services</b>						
Payroll: Administration	5010	26,898.88	103,630.56	366,000.00	262,369.44	28.31%
Payroll: Dispatch	5020	9,136.54	36,984.47	92,000.00	55,015.53	40.20%
Payroll: Drivers	5030	90,573.97	371,288.99	1,120,000.00	748,711.01	33.15%
Payroll: Maintenance	5040	6,164.96	24,676.56	70,000.00	45,323.44	35.25%
Payroll Expense	5050	10,117.03	40,052.37	123,500.00	83,447.63	32.43%
Payroll Healthcare	5051	33,998.92	123,778.48	437,352.00	313,573.52	28.30%
Payroll Retirement	5052	5,804.40	23,328.01	70,500.00	47,171.99	33.08%
Payroll Veba	5053	3,423.66	13,891.96	45,600.00	31,708.04	30.46%
Workers Compensation Ins.	5055	0.00	39,813.63	32,000.00	(7,813.63)	124.41%
<b>Total Personnel Services</b>		<u>186,118.36</u>	<u>777,445.03</u>	<u>2,356,952.00</u>	<u>1,579,506.97</u>	<u>32.99%</u>
<b>Materials and Services</b>						
Professional Services	5100	6,405.35	65,999.70	110,250.00	44,250.30	59.86%
Administrative Support	5101	5,587.50	5,587.50	25,000.00	19,412.50	22.35%
Website Maintenance	5102	0.00	0.00	7,500.00	7,500.00	0.00%
Planning	5103	7,136.25	16,966.37	30,000.00	13,033.63	56.55%
Dues & Subscriptions	5120	4,137.99	6,920.97	15,000.00	8,079.03	46.13%
Office Equipment R&R	5140	225.22	900.88	4,000.00	3,099.12	22.52%
Computer R&M	5145	6,061.40	14,961.24	40,500.00	25,538.76	36.94%

Monthly BOD Report w/YTD Budget & Variance

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**Tillamook County Transportation District**  
Financial Statement

From 10/1/2020 Through 10/31/2020

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%
5150 Fees & Licenses	806.86	2,583.33	4,945.83	31,000.00	26,054.17	15.95%
5160 Insurance	0.00	8,333.33	0.00	100,000.00	100,000.00	0.00%
5170 Office Expenses	1,482.58	1,250.00	7,898.61	15,000.00	7,101.39	52.65%
5175 Board Expenses	350.00	1,083.33	2,272.18	13,000.00	10,727.82	17.47%
5180 Operational Expenses	5,100.20	3,374.99	18,370.98	40,500.00	22,129.02	45.36%
5185 Drug & Alcohol Administration	200.00	208.33	535.00	2,500.00	1,965.00	21.40%
5190 Marketing	17,906.82	4,583.34	25,871.11	55,000.00	29,128.89	47.03%
5191 Website Re-Design	0.00	6,250.00	6,500.00	75,000.00	68,500.00	8.66%
5196 Transit Access Project	0.00	0.00	2,487.83	0.00	(2,487.83)	0.00%
5210 Telephone Expense	1,353.24	1,633.33	7,097.14	19,600.00	12,502.86	36.20%
5220 Travel & Training	546.38	2,666.68	5,301.53	32,000.00	26,698.47	16.56%
5240 Vehicle Expense	15,756.90	16,666.67	62,920.72	200,000.00	137,079.28	31.46%
5245 Fuel Expenses	14,874.18	20,833.33	61,195.85	250,000.00	188,804.15	24.47%
5260 Postage	169.10	166.67	656.56	2,000.00	1,343.44	32.82%
5270 Mgmt/Labor Recreation Fund	0.00	225.67	0.00	2,708.00	2,708.00	0.00%
5280 Transit & Visitor Center Lease	700.00	700.00	2,800.00	0.00	(2,800.00)	0.00%
5285 Transit & Visitor Center Maint	232.05	1,500.00	5,144.28	18,000.00	12,855.72	28.57%
5290 General Operating Cont.	0.00	0.00	0.00	250,000.00	250,000.00	0.00%
5300 Property Operating Expenses	856.93	2,041.67	5,095.94	24,500.00	19,404.06	20.79%
5330 Flex Lease: Fees	0.00	41.67	0.00	500.00	500.00	0.00%
5340 Property Maint. & Repair	1,225.00	2,083.33	9,191.94	25,000.00	15,808.06	36.76%
5346 Operations Facility Maint.	74.33	333.33	1,282.22	4,000.00	2,717.78	32.05%
Total Materials and Services	91,188.28	95,913.16	340,904.38	1,392,558.00	1,051,653.62	24.48%
Special Payments						
5200 STF Payments to Recipients	5,229.00	1,742.83	10,458.00	20,914.00	10,456.00	50.00%



**Tillamook County Transportation District**  
Financial Statement

From 10/1/2020 Through 10/31/2020

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%
STIF Payments to Recipients	1,250.00	1,250.00	2,500.00	5,000.00	2,500.00	50.00%
Total Special Payments	6,479.00	2,992.83	12,958.00	25,914.00	12,956.00	50.00%
<b>Transfers</b>						
Transfer to LGIP 5931	0.00	0.00	0.00	31,835.00	31,835.00	0.00%
Transfer to Property Mgmt	0.00	0.00	0.00	135,050.00	135,050.00	0.00%
Transfer to General Fund	0.00	0.00	0.00	930,786.00	930,786.00	0.00%
Transfer to Vehicle Reserve	0.00	0.00	0.00	10,000.00	10,000.00	0.00%
Transfer to NWOTA Fund	12,000.00	0.00	12,000.00	76,000.00	64,000.00	15.78%
Reserve for Future Expenditure	0.00	0.00	0.00	701,835.00	701,835.00	0.00%
Unappropriated Ending Fund Bal	0.00	0.00	0.00	1,020,647.00	1,020,647.00	0.00%
Total Transfers	12,000.00	0.00	12,000.00	2,906,153.00	2,894,153.00	0.41%
<b>Capital Outlay</b>						
<b>Debt Service</b>						
Flex Lease: Principal	0.00	4,583.33	0.00	55,000.00	55,000.00	0.00%
Flex Lease: Interest	0.00	504.17	0.00	6,050.00	6,050.00	0.00%
PUD Loan Expense	602.58	625.00	2,410.32	7,500.00	5,089.68	32.13%
OTIB TVC LOAN	0.00	0.00	0.00	4,800.00	4,800.00	0.00%
OTIB Debt Service	0.00	0.00	13,155.22	30,000.00	16,844.78	43.85%
Total Debt Service	602.58	5,712.50	15,565.54	103,350.00	87,784.46	15.06%
<b>Capital Purchases</b>						
Building Repair & Renovation	0.00	2,500.00	149.98	30,000.00	29,850.02	0.49%
Bus Replacement/Addition	0.00	0.00	0.00	840,000.00	840,000.00	0.00%
Van Replacement/Addition	0.00	0.00	0.00	505,000.00	505,000.00	0.00%
Computer Upgrade	0.00	416.67	0.00	5,000.00	5,000.00	0.00%
Fuel Cell Triangulation Point	0.00	500.00	0.00	6,000.00	6,000.00	0.00%

Monthly BOD Report w/YTD Budget & Variance

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**Tillamook County Transportation District**  
**Financial Statement**

From 10/1/2020 Through 10/31/2020

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%
6040 Bus Stop Signage/Shelters	3,450.00	13,750.00	5,679.00	165,000.00	159,321.00	3.44%
6050 Other Capital Projects	2,939.14	51,333.33	39,208.22	616,000.00	576,791.78	6.36%
Total Capital Purchases	6,389.14	68,500.00	45,037.20	2,167,000.00	2,121,962.80	2.08%
Total Capital Outlay	6,991.72	74,212.50	60,602.74	2,270,350.00	2,209,747.26	2.67%
Total Expenses	302,777.36	369,531.16	1,203,910.15	8,951,927.00	7,748,016.85	13.45%

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**Tillamook County Transportation District**  
Financial Statement

From 10/1/2020 Through 10/31/2020

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%
<b>Resources</b>						
NWR Revenue	169,583.23	437,316.67	1,101,137.16	5,247,800.00	(4,146,662.84)	20.98%
NWR Reserve	149,510.34	0.00	149,510.34	0.00	149,510.34	0.00%
Grants - FTA 5311	14,434.37	0.00	14,434.37	0.00	14,434.37	0.00%
Interest Income	(100.00)	0.00	100.00	0.00	100.00	0.00%
<b>Total Resources</b>	<b>333,427.94</b>	<b>437,316.67</b>	<b>1,265,181.87</b>	<b>5,247,800.00</b>	<b>(3,982,618.13)</b>	<b>24.11%</b>
<b>Expenses</b>						
<b>Personnel Services</b>						
Payroll: Administration	18,575.93	23,750.00	91,143.58	285,000.00	193,856.42	31.98%
Payroll: Indirect	720.00	2,500.00	3,780.00	30,000.00	26,220.00	12.60%
Payroll Expense	1,393.41	2,083.33	7,914.83	25,000.00	17,085.17	31.65%
Payroll Healthcare	8,018.66	9,166.67	33,642.23	110,000.00	76,357.77	30.58%
Payroll Retirement	1,061.66	1,250.00	5,227.60	15,000.00	9,772.40	34.85%
Payroll Veba	875.64	1,083.33	3,719.70	13,000.00	9,280.30	28.61%
Workers Compensation Ins.	0.00	0.00	318.42	0.00	(318.42)	0.00%
<b>Total Personnel Services</b>	<b>30,645.30</b>	<b>39,833.33</b>	<b>145,746.36</b>	<b>478,000.00</b>	<b>332,253.64</b>	<b>30.49%</b>
<b>Materials and Services</b>						
Professional Services	833.57	416.67	8,721.57	5,000.00	(3,721.57)	174.43%
Dues & Subscriptions	0.00	125.00	0.00	1,500.00	1,500.00	0.00%
Office Equipment R&R	225.22	333.33	900.88	4,000.00	3,099.12	22.52%
Computer R&M	1,502.00	1,250.00	6,008.00	15,000.00	8,992.00	40.05%
Fees & Licenses	24.99	1,250.00	10,024.99	15,000.00	4,975.01	66.83%
Insurance	0.00	166.67	0.00	2,000.00	2,000.00	0.00%
Office Expenses	498.54	833.33	1,705.45	10,000.00	8,294.55	17.05%

Monthly BOD Report w/YTD Budget & Variance

NWR

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**Tillamook County Transportation District**  
Financial Statement

From 10/1/2020 Through 10/31/2020

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%
Operational Expenses	90.99	125.00	511.73	1,500.00	988.27	34.11%
Telephone Expense	1,092.19	1,666.67	12,871.51	20,000.00	7,128.49	64.35%
Travel & Training	24.94	416.67	24.94	5,000.00	4,975.06	0.49%
Postage	9.95	83.33	139.80	1,000.00	860.20	13.98%
Purchased Transportation	68,861.56	333,333.33	696,630.77	4,000,000.00	3,303,369.23	17.41%
Member Mileage Reimbursement	0.00	22,916.67	36,920.00	275,000.00	238,080.00	13.42%
Volunteer Mileage Reimburse	0.00	33,333.33	70,545.28	400,000.00	329,454.72	17.63%
Office Rent	400.00	400.00	1,600.00	4,800.00	3,200.00	33.33%
Property Operating Expenses	568.07	833.33	1,167.08	10,000.00	8,832.92	11.67%
Total Materials and Services	74,132.02	397,483.33	847,772.00	4,769,800.00	3,922,028.00	17.77%
Transfers						
Transfer to LGIP 5931	(500,000.00)	0.00	0.00	0.00	0.00	0.00%
Total Transfers	(500,000.00)	0.00	0.00	0.00	0.00	0.00%
Total Expenses	(395,222.68)	437,316.66	993,518.36	5,247,800.00	4,254,281.64	18.93%

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**Tillamook County Transportation District**

Check/Voucher Register

1001 - General Checking Account

From 10/1/2020 Through 10/31/2020

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
15801	10/2/2020	314.03	CAR CARE SPECIALISTS, INC.	DEF
15802	10/2/2020	100.99	MAC TOOLS DISTRIBUTING	2 GAL WET/DRY CORDLESS VAC
15803	10/2/2020	187.15	NORTHSIDE FORD	SHOP INVENTORY
15803	10/2/2020	189.15	NORTHSIDE FORD	SHOP INVENTORY
15803	10/2/2020	(73.04)	NORTHSIDE FORD	CREDIT
15803	10/2/2020	(187.15)	NORTHSIDE FORD	SHOP INVENTORY
15803	10/2/2020	(189.15)	NORTHSIDE FORD	SHOP INVENTORY
15803	10/2/2020	73.04	NORTHSIDE FORD	CREDIT
15804	10/2/2020	676.93	Schetky Northwest Sales, Inc.	INVENTORY
15805	10/2/2020	12.20	TILLAMOOK DIESEL REPAIR	INVENTORY
15806	10/2/2020	646.00	WEST COAST EXHAUST	BUS 34 EXHAUST
15806	10/2/2020	36.00	WEST COAST EXHAUST	BUS 32 SEAT REPAIR
15806	10/2/2020	306.00	WEST COAST EXHAUST	BUS 303 BRAKE REPAIR
15806	10/2/2020	72.00	WEST COAST EXHAUST	BUS 304 REAR END FIX
15806	10/2/2020	126.00	WEST COAST EXHAUST	VAN 103 L.O.F.
15806	10/2/2020	180.00	WEST COAST EXHAUST	VAN 108 L.O.F.
15806	10/2/2020	72.00	WEST COAST EXHAUST	BUS 32 L.O.F.
15806	10/2/2020	72.00	WEST COAST EXHAUST	VAN 102 TRANS FLUSH
15807	10/6/2020	142.90	Petty Cash Clerk	petty cash
15808	10/9/2020	2,761.49	24/7 TRUCK AND AUTO SERVICE	BUS 201 ELECTRICAL REPAIR
15809	10/9/2020	815.42	4 Imprint, Inc.	LOGO PENS
15810	10/9/2020	355.00	ALL CLEAR AUDIO AND GLASS LLC	BUS 300 WINDSHIELD
15811	10/9/2020	292.24	ALSCO - Portland Linen	MAT SERVICE
15812	10/9/2020	(372.07)	CAR CARE SPECIALISTS, INC.	DEF
15812	10/9/2020	372.07	CAR CARE SPECIALISTS, INC.	DEF
15813	10/9/2020	568.96	Advance Auto Parts	VEHICLE MAINTENANCE
15814	10/9/2020	989.00	Coast Printing & Stationery	TRANSPORTATION VOUCHERS
15815	10/9/2020	850.00	WAVE	TELEPHONE
15816	10/9/2020	1,077.10	COUNTRY MEDIA	ADVERTISING
15816	10/9/2020	65.10	COUNTRY MEDIA	PUBLIC MEETING NOTICE
15817	10/9/2020	82.82	CRYSTAL AND SIERRA SPRINGS	WATER
15818	10/9/2020	918.32	FleetPride, Inc.	SHOP INVENTORY
15819	10/9/2020	310.00	GenXsys Solutions, LLC	COMPUTER SUPPORT
15820	10/9/2020	2,229.00	Gillespie Graphics	2 SIDED RIDE THE WAVE BUS SIG
15821	10/9/2020	478.50	GISI MARKETING GROUP	COVID SIGNAGE
15821	10/9/2020	332.42	GISI MARKETING GROUP	PAYABLES
15822	10/9/2020	4,393.00	JORDAN SCHRADER RAMIS, PC	LEGAL & ECOLANE
15822	10/9/2020	884.00	JORDAN SCHRADER RAMIS, PC	LEGAL
15823	10/9/2020	2,126.80	LES SCHWAB WAREHOUSE CENTER	TIRES
15824	10/9/2020	1,295.09	Marie Mills Center, Inc	JANITORIAL AT TRANSIT CENTER
15825	10/9/2020	16.96	McCOY FREIGHTLINER	BUS 304 REAR DIFFERENTIAL REF
15826	10/9/2020	241.60	MH WELDING	covid BUS 205, 206 & 207 SANITIZ DISPENSER MOUNTS
15827	10/9/2020	796.67	DAVISON AUTO PARTS, INC.	SHOP INVENTORY
15828	10/9/2020	7,128.75	NELSON NYGAARD	PLANNING
15829	10/9/2020	645.00	NORTHSIDE FORD	BUS 201 TEST FOR RUNNING ISSU
15829	10/9/2020	17.08	NORTHSIDE FORD	INVENTORY
15830	10/9/2020	2,487.83	Oregon Department of Transport	NW CONNECTOR TRANSIT ACCES: PROJECT
15831	10/9/2020	8.00	OR DEPT OF MOTOR VEHICLES	DRIVER RECORDS
15832	10/9/2020	120.96	PACIFIC CITY SUN	ADVERTISING
15833	10/9/2020	843.55	PETROCARD INC.	FUEL
15834	10/9/2020	339.99	ROCKMOUNT RESEARCH AND ALLOYS	SHOP TOOLS
15835	10/9/2020	49.57	Rosenberg Builders Supply	SHOP INVENTORY INV# 2009-776
15836	10/9/2020	7,860.49	SPECIAL DISTRICTS INS. SERVICE	2019-2020 POLICY ADJUSTMENT
15837	10/9/2020	12,694.45	Sheldon Oil Distributors	FUEL
15838	10/9/2020	1,549.00	CARDMEMBER SERVICE	SEPTEMBER CREDIT CARD CHARG

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**Tillamook County Transportation District**

Check/Voucher Register

1001 - General Checking Account

From 10/1/2020 Through 10/31/2020

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
15839	10/9/2020	49.95	VANIR BROADBAND, INC.	INTERNET
15840	10/9/2020	394.80	VERIZON	TABLET DATA
15841	10/9/2020	147.64	Western Bus Sales	SHOP INVENTORY
15842	10/16/2020	4,066.30	GenXsys Solutions, LLC	laptops - COVID - WORK FROM HC
15842	10/16/2020	497.10	GenXsys Solutions, LLC	genxsys oct 2020
15842	10/16/2020	1,498.00	GenXsys Solutions, LLC	genxsys oct 2020
15843	10/23/2020	380.08	ADP, LLC	PAYROLL SERVICES
15844	10/23/2020	200.00	BIO-MED TESTING SERVICE, INC.	DRUG SCREENING
15845	10/23/2020	129.59	CAR CARE SPECIALISTS, INC.	DEF
15846	10/23/2020	82.80	CHRIS MOTLEY	MILEAGE
15847	10/23/2020	5,587.50	Columbia Pacific Economic	NWOTA ADMINISTRATION
15848	10/23/2020	732.73	Fred Meyer Customer Charges	OCTOBER CARD CHARGES
15849	10/23/2020	202.50	GISI MARKETING GROUP	ADVERTISING
15849	10/23/2020	225.00	GISI MARKETING GROUP	ADVERTISING
15850	10/23/2020	1,845.00	INNOVA LEGAL ADVISORS	LEGAL
15851	10/23/2020	67.05	Marie Mills Center, Inc	JANITORIAL SERVICES AT TRANSI CENTER
15852	10/23/2020	24.00	NEW AGE CAR WASH	VEHICLE CAR WASH
15853	10/23/2020	112.46	Office Depot Credit Plan	OFFICE FURNITURE
15854	10/23/2020	218.29	Pacific Office Automation	TCTD COPIES
15855	10/23/2020	50.60	PAUL NORTON	MILEAGE
15856	10/23/2020	810.34	PETROCARD INC.	FUEL
15857	10/23/2020	225.22	Pacific Office Automation	COPIER LEASE TCTD
15858	10/23/2020	100.00	RICHARD DIETZ	CDL PHYSICAL
15859	10/23/2020	4,125.00	SDAO	MEMBERSHIP DUES
15860	10/23/2020	900.00	TILLAMOOK PIONEER	ADVERTISING
15861	10/23/2020	43.51	Tillamook PUD	LARGE BUS BARN
15861	10/23/2020	30.82	Tillamook PUD	SMALL BUS BARN
15862	10/23/2020	16,325.00	TRILLIUM SOLUTIONS, INC.	NWOTA WEBSITE
Report Total		97,452.49		

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**Tillamook County Transportation District**

Check/Voucher Register

1006 - Payroll Checking

From 10/1/2020 Through 10/31/2020

<u>Document Number</u>	<u>Document Date</u>	<u>Payee</u>
5594	10/9/2020	JENNIFER WRIGHT
5595	10/9/2020	DOUGLAS PILANT
5596	10/8/2020	HRA VEBA TRUST
5597	10/8/2020	SPECIAL DISTRICTS INS. SERVICE
5598	10/8/2020	PACIFIC SOURCE
5599	10/23/2020	DEBBIE GRAHAM
5600	10/26/2020	DONALD ATTLEBERGER
5601	10/26/2020	ATU LOCAL #757
5602	10/30/2020	Sylvia Plasker

**Tillamook County Transportation District**

Check/Voucher Register

1009 - NW RIDES ACCOUNT

From 10/1/2020 Through 10/31/2020

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
2682	10/2/2020	8,928.67	SUNSET EMPIRE TRANSIT	PH 503-861-0657 08.2018.03.2020
2683	10/5/2020	2,078.96	AAA RIDE ASSIST	TRANSPORTATION PROVIDER
2683	10/5/2020	1,385.52	AAA RIDE ASSIST	TRANSPORTATION PROVIDERS
2683	10/5/2020	1,469.52	AAA RIDE ASSIST	TRANSPORTATION PROVIDER
2683	10/5/2020	1,708.96	AAA RIDE ASSIST	TRANSPORTATION PROVIDER
2684	10/5/2020	4,572.90	COLUMBIA COUNTY RIDER	TRANSPORTATION PROVIDER
2684	10/5/2020	4,125.50	COLUMBIA COUNTY RIDER	TRANSPORTATION PROVIDER
2685	10/5/2020	5,273.52	COLUMBIA MEDICAL	TRANSPORTATION PROVIDER
2685	10/5/2020	4,728.62	COLUMBIA MEDICAL	TRANSPORTATION PROVIDER
2685	10/5/2020	3,995.76	COLUMBIA MEDICAL	TRANSPORTATION PROVIDER
2685	10/5/2020	4,499.66	COLUMBIA MEDICAL	TRANSPORTATION PROVIDERS
2685	10/5/2020	4,117.06	COLUMBIA MEDICAL	TRANSPORTATION PROVIDER
2685	10/5/2020	2,832.52	COLUMBIA MEDICAL	TRANSPORTATION PROVIDERS
2686	10/5/2020	3,520.05	K & M MEDIVAN	TRANSPORTATION PROVIDER
2686	10/5/2020	4,277.90	K & M MEDIVAN	TRANSPORTATION PROVIDER
2686	10/5/2020	5,205.00	K & M MEDIVAN	TRANSPORTATION PROVIDER
2686	10/5/2020	6,013.50	K & M MEDIVAN	TRANSPORTATION PROVIDER
2687	10/5/2020	9,001.90	METRO WEST	TRANSPORTATION PROVIDER
2687	10/5/2020	7,334.70	METRO WEST	TRANSPORTATION PROVIDER
2688	10/5/2020	11,708.24	RYANS TRANSPORTATION SERVICE	TRANSPORTATION PROVIDER
2688	10/5/2020	10,843.62	RYANS TRANSPORTATION SERVICE	TRANSPORTATION PROVIDER
2688	10/5/2020	14,425.15	RYANS TRANSPORTATION SERVICE	TRANSPORTATION PROVIDER
2689	10/5/2020	7,424.50	TILLAMOOK CNTY TRANS. DIST.	TRANSPORTATION PROVIDERS
2690	10/5/2020	6,674.75	TILLAMOOK CNTY TRANS. DIST.	TRANSPORTATION PROVIDERS
2691	10/5/2020	5,696.50	TILLAMOOK CNTY TRANS. DIST.	TRANSPORTATION PROVIDERS
2692	10/5/2020	6,973.75	TILLAMOOK CNTY TRANS. DIST.	TRANSPORTATION PROVIDERS
2693	10/5/2020	6,475.00	TILLAMOOK CNTY TRANS. DIST.	TRANSPORTATION PROVIDERS
2694	10/5/2020	3,964.75	TILLAMOOK CNTY TRANS. DIST.	TRANSPORTATION PROVIDERS
2695	10/5/2020	9,052.75	WAPATO SHORES	TRANSPORTATION PROVIDER
2695	10/5/2020	5,158.00	WAPATO SHORES	TRANSPORTATION PROVIDER
2695	10/5/2020	6,138.50	WAPATO SHORES	TRANSPORTATION PROVIDERS
2696	10/9/2020	657.21	WAVE	TELEPHONE
2697	10/9/2020	109.79	CRYSTAL AND SIERRA SPRINGS	WATER
2698	10/9/2020	360.00	TILLAMOOK CNTY TRANS. DIST.	NWR INDIRECT 9/11/20
2699	10/9/2020	360.00	TILLAMOOK CNTY TRANS. DIST.	NWR INDIRECT 9/25/20
2700	10/9/2020	9,886.00	TILLAMOOK CNTY TRANS. DIST.	PAYROLL 9/25/20
2701	10/9/2020	11,060.81	TILLAMOOK CNTY TRANS. DIST.	NWR SEPT BENEFITS
2702	10/9/2020	494.90	TILLAMOOK CNTY TRANS. DIST.	SEPTEMBER RENT & UTILITIES
2703	10/9/2020	41.55	CARDMEMBER SERVICE	SEPTEMBER CREDIT CARD CHARG
2704	10/9/2020	821.52	AAA RIDE ASSIST	TRANSPORTATION PROVIDER
2705	10/9/2020	3,476.25	K & M MEDIVAN	TRANSPORTATION PROVIDER
2706	10/9/2020	5,319.00	MEDIX AMBULANCE	TRANSPORTATION PROVIDER
2706	10/9/2020	6,882.23	MEDIX AMBULANCE	TRANSPORTATION PROVIDER
2706	10/9/2020	6,399.00	MEDIX AMBULANCE	TRANSPORTATION PROVIDER
2706	10/9/2020	5,555.00	MEDIX AMBULANCE	TRANSPORTATION PROVIDER
2706	10/9/2020	6,117.00	MEDIX AMBULANCE	TRANSPORTATION PROVIDER
2707	10/9/2020	13,851.35	RYANS TRANSPORTATION SERVICE	TRANSPORTATION PROVIDER
2707	10/9/2020	7,583.50	RYANS TRANSPORTATION SERVICE	TRANSPORTATION PROVIDER
2708	10/9/2020	716.00	SUNSET EMPIRE TRANSIT	TRANSPORTATION PROVIDER
2708	10/9/2020	1,137.00	SUNSET EMPIRE TRANSIT	TRANSPORTATION PROVIDER
2708	10/9/2020	734.00	SUNSET EMPIRE TRANSIT	TRANSPORTATION PROVIDER
2708	10/9/2020	775.00	SUNSET EMPIRE TRANSIT	TRANSPORTATION PROVIDER
2708	10/9/2020	1,407.00	SUNSET EMPIRE TRANSIT	TRANSPORTATION PROVIDER
2708	10/9/2020	906.00	SUNSET EMPIRE TRANSIT	TRANSPORTATION PROVIDER
2708	10/9/2020	1,266.00	SUNSET EMPIRE TRANSIT	TRANSPORTATION PROVIDER
2709	10/9/2020	7,951.50	WAPATO SHORES	TRANSPORTATION PROVIDER
2709	10/9/2020	8,532.00	WAPATO SHORES	TRANSPORTATION PROVIDER

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**Tillamook County Transportation District**

Check/Voucher Register

1009 - NW RIDES ACCOUNT

From 10/1/2020 Through 10/31/2020

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
2710	10/9/2020	1,976.00	WILLAMETTE VALLEY TRANSPORT	TRANSPORTATION PROVIDER
2710	10/9/2020	2,880.40	WILLAMETTE VALLEY TRANSPORT	TRANSPORTATION PROVIDER
2711	10/15/2020	275.83	ALFREDO EVANGELISTA	VOLUNTEERS
2712	10/15/2020	50.00	COLUMBIA COUNTY RIDER	JULY BUS PASSES
2713	10/15/2020	3,531.33	JANNA SMITH	VOLUNTEERS
2714	10/15/2020	3,326.45	JOHN REKART JR	VOLUNTEERS
2715	10/15/2020	2,259.00	KANDIS LIDAY	VOLUNTEERS
2716	10/15/2020	183.05	LEANN CHUINARD	VOLUNTEERS
2717	10/15/2020	58.00	MEDIX AMBULANCE	August additional billing
2717	10/15/2020	5,559.00	MEDIX AMBULANCE	TRANSPORTATION PROVIDER SEP 2020
2717	10/15/2020	5,290.00	MEDIX AMBULANCE	TRANSPORTATION PROVIDER SEP 2020
2717	10/15/2020	3,796.00	MEDIX AMBULANCE	TRANSPORTATION PROVIDER SEP 2020
2717	10/15/2020	200.00	MEDIX AMBULANCE	Sept 2020 additional billing
2718	10/15/2020	195.40	METRO WEST	TRANSPORTATION PROVIDER SEP 2020
2719	10/15/2020	3,531.25	MTN RETREAT SECURE TRANSPORT	TRANSPORTATION PROVIDER SEP 2020
2720	10/15/2020	3,210.98	SEAN REKART	VOLUNTEERS
2721	10/15/2020	575.00	SUNSET EMPIRE TRANSIT	September COVID meals
2721	10/15/2020	3,167.00	SUNSET EMPIRE TRANSIT	TRANSPORTATION PROVIDER SEP 2020
2721	10/15/2020	240.00	SUNSET EMPIRE TRANSIT	JULY BUS PASSES
2721	10/15/2020	420.00	SUNSET EMPIRE TRANSIT	AUG BUS PASSES
2721	10/15/2020	800.00	SUNSET EMPIRE TRANSIT	SEPT BUS PASSES
2722	10/15/2020	210.00	TILLAMOOK CNTY TRANS. DIST.	BUS PASSES - JULY, AUG & SEPT ;
2723	10/15/2020	120.00	TRAVIS CROSS GUEST HOUSE	NWR - WILLETT MEMBER LODGIN
2723	10/15/2020	1,160.00	TRAVIS CROSS GUEST HOUSE	NWR - BEASLEY MEMBER LODGIN
2723	10/15/2020	80.00	TRAVIS CROSS GUEST HOUSE	NWR - ALWARD MEMBER LODGIN
2724	10/15/2020	1,459.00	VAL HOLYOAK	VOLUNTEERS
2725	10/15/2020	5,625.25	WAPATO SHORES	TRANSPORTATION PROVIDER SEP 2020
2726	10/15/2020	2,130.73	WILLIAM NERENBERG	VOLUNTEERS
2727	10/16/2020	1,502.00	GenXsys Solutions, LLC	genxsys oct 2020
2728	10/23/2020	833.57	ADP, LLC	PAYROLL SERVICES
2729	10/23/2020	49.94	Fred Meyer Customer Charges	OCTOBER CARD CHARGES
2730	10/23/2020	134.99	Office Depot Credit Plan	OFFICE FURNITURE
2731	10/23/2020	82.08	Pacific Office Automation	NWR COPIES
2732	10/23/2020	225.22	Pacific Office Automation	COPIER LEASE NWR
2733	10/23/2020	360.00	TILLAMOOK CNTY TRANS. DIST.	NWR INDIRECT 10.09.20
2734	10/23/2020	10,117.58	TILLAMOOK CNTY TRANS. DIST.	NWR PAYROLL 10.09.20
2735	10/30/2020	2,828.44	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
2735	10/30/2020	2,263.28	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
2736	10/30/2020	1,455.59	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
2736	10/30/2020	5,210.72	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
2736	10/30/2020	4,974.23	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
2737	10/30/2020	1,988.55	K & M MEDIVAN	PROVIDER TRANSPORTATION
2737	10/30/2020	5,873.10	K & M MEDIVAN	PROVIDER TRANSPORTATION
2738	10/30/2020	2,900.00	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
2738	10/30/2020	7,766.50	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
2738	10/30/2020	187.00	MEDIX AMBULANCE	AFTER HOURS PHONES
2739	10/30/2020	7,108.60	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
2739	10/30/2020	14,690.90	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
2740	10/30/2020	11,801.75	WAPATO SHORES	PROVIDER TRANSPORTATION

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**Tillamook County Transportation District**

Check/Voucher Register

1009 - NW RIDES ACCOUNT

From 10/1/2020 Through 10/31/2020

<u>Document Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
Report Total		416,669.05		

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**Tillamook County Transportation District**

Check/Voucher Register

1011 - Prop. Mgmt. Checking

From 10/1/2020 Through 10/31/2020

<u>Document Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
4337	10/9/2020	600.00	CHRISSEY'S CLEANING SERVICE	JANITORIAL
4338	10/9/2020	548.48	Marie Mills Center, Inc	JANITORIAL AT 3RD STREET
4339	10/9/2020	217.79	TILLAMOOK CITY UTILITIES	WATER AND SEWER
4340	10/9/2020	167.95	CITY SANITARY SERVICE	GARBAGE
4341	10/23/2020	<u>1,291.56</u>	Tillamook PUD	ELECTRIC & LOAN
Report Total		<u>2,825.78</u>		

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<b>UMPQUA BANK: CLOSING DATE 10/25/2020</b>			
<b>Date</b>	<b>Vendor</b>	<b>Description of Transaction</b>	<b>Amount</b>
<b>DOUG PILANT</b>			
09/28/20	VIRTUAL POSTMAIL.COM	POSTAGE	\$ 25.00
09/29/20	POSTABOX	POSTAGE	\$ 19.11
10/05/20	FACEBOOK	ADVERTISING	\$ 12.40
			<b>\$ 56.51</b>
<b>CATHY BOND</b>			
09/24/20	CREATVIE CLOUD	ADOBE SOFTWARE	\$ 79.99
10/05/20	FIELDPRINT INC.	BACKGROUND CHECK	\$ 12.50
10/05/20	ENDICIA	NWR POSTAGE	\$ 9.95
10/06/20	ADOBE ACROPRO	NWR SOFTWARE	\$ 24.99
10/07/20	LANGUAGE LINE	NWR TELEPHONE	\$ 63.20
10/13/20	LANGUAGE LINE	NWR TELEPHONE	\$ 15.80
10/15/20	LANGUAGE LINE	NWR TELEPHONE	\$ 35.55
10/22/20	LANGUAGE LINE	NWR TELEPHONE	\$ 55.30
10/22/20	IRON MOUNTAIN	SHREDDING	\$ 95.34
10/22/20	FIELDPRINT INC.	BACKGROUND CHECK	\$ 12.50
			<b>\$ 405.12</b>
<b>BRENT OLSON</b>			
09/24/20	MTC PRO	SOFTWARE	\$ 98.00
09/25/20	UBER	UBER/BUS SHUTTLE	\$ 19.36
10/16/20	PANDA EXPRESS	MEALS/BUS SHUTTLE	\$ 18.10
10/20/20	HALES RESTAURANT	MEALS/BUS SHUTTLE	\$ 39.59
10/21/20	SHEAR BLISS	COVID 19-HAND SANITIZER STANDS/DISPENSERS	\$ 218.10
			<b>\$ 393.15</b>
<b>TABATHA WELCH</b>			
09/24/20	MAIN STREET PIZZA	MEALS/STAFF MEETING/ DOUG,BRENT,CAT,TAB	\$ 69.36
09/24/20	NIKE.COM	UNIFORMS/JACKET,ADMIN	\$ 79.97
09/28/20	AMAZON.COM	EMPLOYEE RECOGNITION-BIRTHDAY CARDS	\$ 19.99
10/01/20	WERNER	MEALS/MEETING/TABATHA & CATHY, STAFF PLAN	33.88
10/02/20	CRESCENT STATION	MEALS/MEETING/ADP SCHEDULES MODULE	\$ 23.00
10/16/20	ETSY	COVID 19-MASKS	\$ 700.00
10/16/20	ENDICIA	POSTAGE	\$ 24.99
10/19/20	AMAZON.COM	MONTHLY MEMBERSHIP FEE	\$ 12.99
10/19/20	USPS STAMPS ENDICIA	POSTAGE	\$ 100.00
10/19/20	FRED MEYER	EMPLOYEE RECOGNITION-BOSSSES DAY	\$ 29.99
10/22/20	AMAZON.COM	VEHICLE MAINTENANCE-BELT	\$ 21.37
10/23/20	AMAZON.COM	COVID 19-CAMERAS-VIRTUAL MEETINGS	\$ 268.41
10/19/20	AMAZON.COM	CREDIT/RETURN ITEM	\$ (54.45)
			<b>\$ 1,329.50</b>
<b>CLAYTON NORRBOM</b>			
10/14/20	TORA SUSHI	MEAL/TRAINING - CLAYTON/JOHN	\$ 32.50
10/23/20	MOD PIZZA	MEAL/TRAINING - CLAYTON/JOHN/CHRIS	\$ 34.92
			<b>\$ 67.42</b>
<b>STATEMENT TRUE UP</b>			
		<b>Charges total</b>	<b>\$ 2,251.70</b>
		<b>Grand Total</b>	<b>\$ 2,251.70</b>
<b>APPROVAL</b>	<b>DATE</b>		

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October 2020 Statement

Open Date: 09/24/2020 Closing Date: 10/23/2020

Account: 790

Visa® Company Card with Rewards  
TILLAMOOK CNTY TRANS (CPN 001469460)

Cardmember Service 1-866-552-8855  
BUS 30 ELN 8 15

<b>New Balance</b>	<b>\$2,251.69</b>
<b>Minimum Payment Due</b>	<b>\$23.00</b>
<b>Payment Due Date</b>	<b>11/22/2020</b>

<b>Reward Points</b>	
Earned This Statement	2,470
Reward Center Balance as of 10/05/2020	57,894
For details, see your rewards summary.	

<b>Activity Summary</b>		
Previous Balance	+	\$1,590.55
Payments	-	\$1,590.55CR
Other Credits	-	\$54.45CR
Purchases	+	\$2,306.14
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
<b>New Balance</b>	<b>=</b>	<b>\$2,251.69</b>
<b>Past Due</b>		<b>\$0.00</b>
<b>Minimum Payment Due</b>		<b>\$23.00</b>
Credit Line		\$10,000.00
Available Credit		\$7,748.31
Days in Billing Period		30

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



12251696

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

- to pay by phone
- to change your address

000030959 01 SP 000638616982600 P Y

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



Account Number	7790
Payment Due Date	11/22/2020
New Balance	\$2,251.69
Minimum Payment Due	\$23.00

Amount Enclosed \$ \_\_\_\_\_

Cardmember Service

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



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**Visa Business Rewards Company Card**
**Rewards Center Activity as of 10/05/2020**

Rewards Center Activity*	0
Rewards Center Balance	57,894

\*This item includes points redeemed, expired and adjusted.

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	2,035	24,908
Gas, Restaurants & Telecom Double Points	435	9,519
<b>Total Earned</b>	<b>2,470</b>	<b>34,427</b>

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.

Speed through checkout while earning rewards with PayPal. Go to the Mobile App or manage your account online. Link your card to PayPal today.

Make Life Easier and EARN REWARDS FASTER! Pay your bills with Automatic Bill Pay. Use your card to automatically pay bills like phone, cable, utilities, insurance and more. It's the easy way to make payments on time and avoid late fees. Just call your service providers and tell them to bill your credit card. Enroll online at myaccountaccess.com and find out more.

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

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
09/28	09/27	2323	VIRTUALPOSTMAIL.COM 909-235-6245 CA	\$25.00	_____
09/29	09/28	6502	SQ *POSTABOX TILLAMOOK OR	\$19.11	_____
10/05	10/03	6831	FACEBK ZGM2XW6QR2 650-5434800 CA	\$12.40	_____
Total for Account				\$56.51	

**Transactions** BOND, CATHY Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
09/24	09/23	1816	CREATIVE CLOUD TEAM 800-443-8158 CA	\$79.99	_____
10/05	10/04	2192	FIELDPRINT INC 888-291-1369 PA	\$12.50	_____

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October 2020 Statement 09/24/2020 - 10/23/2020  
TILLAMOOK CNTY TRANS (CPN 001469460)

Cardmember Service

1-866-552-8855

**Transactions** BOND, CATHY Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
10/05	10/02	7468	ENDICIA 800-576-3279 CA	\$9.95	_____
10/06	10/05	4801	ADOBE ACROPRO SUBS 408-536-6000 CA	\$24.99	_____
10/07	10/06	1067	LANGUAGE LINE, INC. 800-7526096 CA	\$63.20	_____
10/13	10/09	8590	LANGUAGE LINE, INC. 800-7526096 CA	\$15.80	_____
10/15	10/14	2312	LANGUAGE LINE, INC. 800-7526096 CA	\$35.55	_____
10/22	10/21	2210	LANGUAGE LINE, INC. 800-7526096 CA	\$55.30	_____
10/22	10/21	4858	IRON MOUNTAIN 800-934-3453 MA	\$95.34	_____
10/22	10/22	3980	FIELDPRINT INC 888-291-1369 PA	\$12.50	_____
<b>Total for Account</b>				<b>2022</b>	<b>\$405.12</b>

**Transactions** WELCH, TABATHA Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Other Credits</b>					
10/19	10/15	0429	AMZN Mktp US Amzn.com/bill WA MERCHANDISE/SERVICE RETURN	\$54.45 <sup>CR</sup>	_____
<b>Purchases and Other Debits</b>					
09/24	09/23	6913	MAIN STREET PIZZA CO TILLAMOOK OR	\$69.35	_____
09/24	09/23	1490	NIKE.COM 800-806-6453 OR	\$79.97	_____
09/28	09/27	9066	AMZN MKTP US*M46IM8772 AMZN.COM/BILL WA	\$19.99	_____
10/01	09/29	1666	WERNER GOURMET MEAT SN TILLAMOOK OR	\$33.88	_____
10/02	10/01	6491	IN *CRESCENT STATION TILLAMOOK OR	\$23.00	_____
10/16	10/15	8729	Etsy.com - HairCreatio 718-8557955 NY	\$700.00	_____
10/16	10/15	8656	ENDICIA 800-576-3279 CA	\$24.99	_____
10/19	10/16	9463	Amazon Prime*2T5O66F20 Amzn.com/bill WA	\$12.99	_____
10/19	10/16	0482	USPS STAMPS ENDICIA 310-482-5800 CA	\$100.00	_____
10/19	10/16	2417	FRED-MEYER #0377 TILLAMOOK OR	\$29.99	_____
10/22	10/21	9782	AMZN Mktp US*2T1QK2BC1 Amzn.com/bill WA	\$21.37	_____
10/23	10/22	4438	AMZN MKTP US*2T9LI86S1 AMZN.COM/BILL WA	\$268.41	_____
<b>Total for Account</b>				<b>4146</b>	<b>\$1,329.49</b>

**Transactions** OLSON, BRENT Credit Limit \$3000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
09/24	09/23	0165	FS *www.mtcpro.com 877-3278914 CA	\$98.00	_____
09/25	09/25	2086	UBER TRIP HELP.UBER.COM CA	\$19.36	_____
10/16	10/14	3547	PANDA EXPRESS #2497 CORNELIUS OR	\$18.10	_____
10/20	10/17	0625	HALE'S RESTAURANT AND HILLSBORO OR	\$39.59	_____

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**Transactions** OLSON,BRENT Credit Limit \$3000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
10/21	10/20	5064	SQ *SHEAR BLISS SALON Tillamook OR	\$218.10	
			<b>Total for Account</b>	<b>21 2649</b>	<b>\$393.15</b>

**Transactions** NORRBOM,CLAYTON Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
10/14	10/13	9831	TORA SUSHI LOUNGE TILL TILLAMOOK OR	\$32.50	
10/23	10/21	8157	MOD PIZZA TANASBOURNE HILLSBORO OR	\$34.92	
			<b>Total for Account</b>	<b>3 5675</b>	<b>\$67.42</b>

**Transactions** BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Payments and Other Credits</b>					
10/14	10/14	8	PAYMENT THANK YOU	\$41.55CR	
10/14	10/14	8	PAYMENT THANK YOU	\$1,549.00CR	
			<b>Total for Account</b>	<b>1 7790</b>	<b>\$1,590.55CR</b>

2020 Totals Year-to-Date	
Total Fees Charged in 2020	\$0.00
Total Interest Charged in 2020	\$0.00

**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	12.24%	
**PURCHASES	\$2,251.69	\$0.00	YES	\$0.00	12.24%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	23.99%	

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# Tillamook County Transportation District

## MONTHLY PERFORMANCE REPORT

OCT 2020

RIDERSHIP BY SERVICE TYPE	OCT 2020	OCT 2019	YTD FY 20-21	YTD FY 19-20	YTD % Change
<b><u>Dial-A-Ride Service</u></b>					
Tillamook County	881	1,079	3,461	4,326	-20.0%
NW Rides	443	811	1,669	3,080	-45.8%
<b>Dial-A-Ride Total</b>	<b>1,324</b>	<b>1,890</b>	<b>5,130</b>	<b>7,406</b>	<b>-30.7%</b>
<b><u>Deviated Fixed Route Service</u></b>					
Rt 1: Town Loop	2,795	4,013	10,979	15,005	-26.8%
Rt 2: Netarts/Oceanside	510	592	1,861	2,650	-29.8%
Rt 3: Manzanita/Cannon Beach	1,949	3,244	8,402	12,729	-34.0%
Rt 4: Lincoln City	814	1,403	3,447	6,535	-47.3%
<b>Local Fixed Rt Total</b>	<b>6,068</b>	<b>9,252</b>	<b>24,689</b>	<b>36,919</b>	<b>-33.1%</b>
<b><u>Intercity Service</u></b>					
Rt 5: Portland	471	836	1,993	3,760	-47.0%
Rt 60X: Salem	650	997	2,324	4,157	-44.1%
Rt 70X: Grand Ronde	288	500	1,135	1,905	-40.4%
<b>Inter City Total</b>	<b>1,409</b>	<b>2,333</b>	<b>5,452</b>	<b>9,822</b>	<b>-44.5%</b>
<b><u>Other Services</u></b>					
Tripper Routes	73	151	130	435	-70.1%
Special Bus Operations	0	70	516	1,139	-54.7%
<b>Other Services Total</b>	<b>73</b>	<b>221</b>	<b>646</b>	<b>1,574</b>	<b>-59.0%</b>
<b>TOTAL ALL SERVICES</b>	<b>8,874</b>	<b>13,696</b>	<b>35,917</b>	<b>55,721</b>	<b>-35.5%</b>

<b>ONE-WAY TRIPS BY USER GROUP</b>					
	Fixed		YTD	YTD	YTD %
USER GROUP	Route	DAR	FY 20-21	FY 19-20	Change
General (18 years to 60 years of age)	4,466	212	19,247	30,231	-36.3%
Senior/Disabled	2,476	1,059	14,272	21,506	-33.6%
Child/Youth (less than 18 years of age)	608	53	2,398	3,984	-39.8%
<b>Total</b>	<b>7,550</b>	<b>1,324</b>	<b>35,917</b>	<b>55,721</b>	<b>-35.5%</b>

<b>OTHER RIDER CATEGORIES</b>					
	Fixed		YTD	YTD	YTD %
	Route	DAR	FY 20-21	FY 19-20	Change
Ride Connection	54		263	374	-29.7%
Tillamook Bay Community College	153		546	722	-24.4%
NWOTA Visitor Pass	80		378	769	-50.8%
NW Rides		389	1,511	2,752	-45.1%
Helping Hands Shuttle		79	227	614	-63.0%

**MONTHLY PERFORMANCE**

Service Month	Passengers per Hour	Farebox Ratio	Operating Cost per Hour
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**Dial-A-Ride Services**

Oct-19	1.6	58.1%	71.09
Jul-20	1.4	32.2%	100.77
Aug-20	1.5	39.6%	86.31
Sep-20	1.5	40.7%	85.48
Oct-20	1.5	40.9%	83.46
<b>STANDARD</b>	<b>1.3</b>	<b>65.3%</b>	<b>56.36</b>

**Deviated Fixed Routes**

Oct-19	6.2	9.7%	71.07
Jul-20	4.2	4.6%	101.65
Aug-20	4.3	5.5%	87.09
Sep-20	4.1	5.2%	86.13
Oct-20	4.1	5.1%	84.23
<b>STANDARD</b>	<b>7.0</b>	<b>12.4%</b>	<b>64.60</b>

**Intercity Services**

Oct-19	3.3	21.2%	79.22
Jul-20	1.9	7.8%	113.23
Aug-20	1.8	9.9%	98.10
Sep-20	1.8	9.8%	96.77
Oct-20	1.8	9.7%	94.76
<b>STANDARD</b>	<b>2.9</b>	<b>31.5%</b>	<b>72.86</b>

**Other Services**

Oct-19	5.1	8.4%	63.76
Jul-20	2.4	0.2%	90.29
Aug-20	2.1	1.0%	77.26
Sep-20	2.4	0.2%	77.05
Oct-20	2.5	0.5%	75.34
<b>STANDARD</b>	<b>6.9</b>	<b>10.7%</b>	<b>67.00</b>

Dial-a-Ride includes Central, North and South Counties Dial-A-Ride Services

Deviated Fixed Routes: 1 Town Loop, 2 Oceanside, 3 Manzanita/Cannon Beach, 4 Lincoln City

Intercity Routes: 5 Portland, 60X Coastal Connector, 70X Salem/Grand Ronde

Other Services: Trippers and Special Bus Operations



Year-to-Date Statistics and Performance

Tillamook County Transportation District  
Actual FY 2020/2021

Route/Run	Thru Oct 2020				11/9/2020												
	YTD Fare Revenue (\$)	YTD Passngrs	YTD Service Hours	YTD Paid Hours	YTD Service Miles	Mileage Based Costs	Hourly Based Costs (\$)	Direct Cost (\$)	Indirect Costs (\$)	Total Costs (\$)	Hourly Rate (\$)	Passngrs per Hour	Farebox Ratio	Passngr/\$ Subsidy	Average Fare (\$)	Revenue/Service Hour (\$)	
Dial-A-Ride Service																	
Dial-A-Ride	12,085	3,461	1,516	1,929	27,837	13,952	75,294	4,417	28,376	122,039	80.52	2.3	9.9%	0.03	3.49	7.97	
NW Rides	101,804	1,669	1,822	2,373	48,472	24,294	90,492	5,308	36,384	156,478	85.90	0.9	65.1%	0.03	61.00	55.89	
Total DAR	113,889	5,130	3,337	4,302	76,309	38,246	165,786	9,725	64,760	278,517	83.46	1.5	40.9%	0.03	22.20	34.13	
Deviated Route																	
01 Town Loop	7,082	10,979	1,559	1,771	21,254	10,653	77,422	4,542	28,059	120,675	77.43	7.0	5.9%	0.10	0.65	4.54	
02 Netarts/Oceanside	2,040	1,861	821	1,105	18,081	9,062	40,760	2,391	15,818	68,031	82.91	2.3	3.0%	0.03	1.10	2.49	
03 Manzanita	10,918	8,402	2,245	2,460	58,253	29,196	111,520	6,542	44,614	191,871	85.47	3.7	5.7%	0.05	1.30	4.86	
04 Lincoln City	6,001	3,447	1,436	1,701	48,155	24,135	71,311	4,163	30,184	129,813	90.43	2.4	4.6%	0.03	1.74	4.18	
Total Deviated Route	26,041	24,689	6,059	7,037	145,743	73,046	301,013	17,658	118,674	510,390	84.23	4.1	5.1%	0.05	1.05	4.30	
Intercity																	
05 Portland	18,346	1,993	1,205	1,316	38,622	19,357	63,392	3,513	25,070	111,332	92.36	1.7	16.5%	0.02	9.21	15.22	
60X Salem	7,833	2,324	1,113	1,367	44,867	22,487	58,543	3,244	24,549	108,824	97.76	2.1	7.2%	0.02	3.37	7.04	
70X Grand Ronde	1,909	1,135	722	906	25,098	12,579	37,949	2,103	15,308	67,938	94.15	1.6	2.8%	0.02	1.68	2.65	
Total Intercity	28,088	5,452	3,040	3,590	108,586	54,423	159,884	8,859	64,926	288,094	94.76	1.8	9.7%	0.02	5.15	9.24	
Other Services																	
Trippers	92	130	32	94	376	188	1,580	93	563	2,424	76.21	4.1	3.8%	0.06	0.71	2.89	
Special Bus Operation	0	516	224	225	2,299	1,152	11,143	654	3,922	16,871	75.21	2.3	0.0%	0.03	0.00	0.00	
Total Other Services	92	646	256	319	2,675	1,341	12,722	746	4,485	19,294	75.34	2.5	0.5%	0.03	0.14	0.36	
<b>Total TCTD Services</b>	<b>168,110</b>	<b>35,917</b>	<b>12,693</b>	<b>15,248</b>	<b>333,313</b>	<b>167,056</b>	<b>639,405</b>	<b>36,988</b>	<b>252,845</b>	<b>1,096,294</b>	<b>86.37</b>	<b>2.83</b>	<b>15.3%</b>	<b>0.04</b>	<b>4.68</b>	<b>13.24</b>	
										Total Mileage, Labor & Direct Cost		843,450		30.0%			

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Tillamook County Transportation District  
FY19/20 to FY 20/21

Year-Over-Year Comparison

Route/Run	Thru Oct 2020			Thru Oct 2020			Thru Oct 2020			Thru Oct 2020			Thru Oct 2020		
	19/20 Fare Revenue	20/21 Fare Revenue	Amount Difference	Percent Difference	19/20 Passngs	20/21 Passngs	Amount Difference	Percent Difference	19/20 Service Hours	20/21 Service Hours	Amount Difference	Percent Difference	19/20 Total Cost	20/21 Total Cost	Amount Difference
<u>Dial-A-Ride Service</u>															
Dial-A-Ride	12,371	12,085	-286	-2.3%	4,326	3,461	-865	-20.0%	1,591	1,516	-75	-4.7%	106,840	122,039	15,199
NW Rides	184,097	101,804	-82,293	-44.7%	3,080	1,669	-1,411	-45.8%	3,165	1,822	-1,343	-42.4%	231,260	156,478	-74,782
Total DAR	196,468	113,889	-82,579	-42.0%	7,406	5,130	-2,276	-30.7%	4,756	3,337	-1,419	-29.8%	338,100	278,517	-59,583
<u>Deviated Route</u>															
01 Town Loop	10,510	7,082	-3,428	-32.6%	15,005	10,979	-4,026	-26.8%	1,533	1,559	25	1.7%	98,369	120,675	22,305
02 Netarts/Oceanside	2,936	2,040	-896	-30.5%	2,650	1,861	-789	-29.8%	807	821	13	1.7%	56,304	68,031	11,727
03 Manzanita	17,197	10,918	-6,279	-36.5%	12,729	8,402	-4,327	-34.0%	2,208	2,245	37	1.7%	159,584	191,871	32,287
04 Lincoln City	10,521	6,001	-4,520	-43.0%	6,535	3,447	-3,088	-47.3%	1,412	1,436	23	1.7%	109,351	129,813	20,462
Total Local Fixed Route	41,164	26,041	-15,123	-36.7%	36,919	24,689	-12,230	-33.1%	5,961	6,059	99	1.7%	423,609	510,390	86,781
<u>Intercity</u>															
05 Portland	36,276	18,346	-17,930	-49.4%	3,760	1,993	-1,767	-47.0%	1,186	1,205	20	1.7%	90,635	111,332	20,697
60X Salem	11,039	7,833	-3,206	-29.0%	4,157	2,324	-1,833	-44.1%	1,064	1,113	49	4.6%	88,265	108,824	20,558
70X Grand Ronde	2,434	1,909	-525	-21.6%	1,905	1,135	-770	-40.4%	713	722	8	1.1%	55,831	67,938	12,107
Total Intercity	49,749	28,088	-21,661	-43.5%	9,822	5,452	-4,370	-44.5%	2,963	3,040	77	2.6%	234,731	288,094	53,362
<u>Other Services</u>															
Trippers	292	92	-200	-68.5%	435	130	-305	-70.1%	64	32	-32	-50.4%	3,920	2,424	-1,496
Special Bus Operation	1,369	0	-1,369	-100.0%	1,139	516	-623	-54.7%	245	224	-21	-8.6%	15,807	16,871	1,063
Total Other Services	1,661	92	-1,569	-94.5%	1,574	646	-928	-59.0%	309	256	-53	-17.2%	19,727	19,294	-433
<b>Total TCTD Services</b>	<b>289,042</b>	<b>168,110</b>	<b>-120,932</b>	<b>-41.8%</b>	<b>55,721</b>	<b>35,917</b>	<b>-19,804</b>	<b>-35.5%</b>	<b>13,989</b>	<b>12,693</b>	<b>-1,296</b>	<b>-9.3%</b>	<b>1,016,167</b>	<b>1,096,294</b>	<b>80,127</b>
															<b>7.9%</b>

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Tillamook County Transportation District  
FY19/20 to FY 20/21

Year to Date Performance Comparison

Route/Run	Thru Oct 2020 19/20			Thru Oct 2020 20/21			Thru Oct 2020 19/20			Thru Oct 2020 20/21		
	Hourly Rate	Hourly Rate	Amount Diff	Passngr /Hour	Passngr /Hour	Amount Diff	Farebox Ratio	Farebox Ratio	Amount Diff	Average Fare	Average Fare	Amount Diff
Dial-A-Ride Service												
Dial-A-Ride	67.16	80.52	13.36	2.7	2.3	-0.4	11.6%	9.9%	-1.7%	2.86	3.49	0.63
NW Rides	73.07	85.90	12.83	1.0	0.9	-0.1	-5.8%	65.1%	-14.5%	59.77	61.00	1.23
Total DAR	71.09	83.46	12.37	1.6	1.5	0.0	-1.3%	40.9%	-17.2%	26.53	22.20	-4.33
Deviated Route												
01 Town Loop	64.16	77.43	13.27	9.8	7.0	-2.7	-28.0%	10.7%	-4.8%	0.70	0.65	-0.06
02 Nelarts/Oceanside	69.76	82.91	13.15	3.3	2.3	-1.0	-30.9%	5.2%	-2.2%	1.11	1.10	-0.01
03 Manzanita	72.26	86.47	13.21	5.8	3.7	-2.0	-35.1%	10.8%	-5.1%	1.35	1.30	-0.05
04 Lincoln City	77.44	90.43	12.99	4.6	2.4	-2.2	-48.1%	9.6%	-4.6%	1.61	1.74	0.13
Total Deviated Route	71.07	84.23	13.16	6.2	4.1	-2.1	-34.2%	9.7%	-4.6%	1.11	1.05	-0.06
Intercity												
05 Portland	76.43	92.36	15.93	3.2	1.7	-1.5	-47.9%	40.0%	-23.5%	9.65	9.21	-0.44
60X Salem	82.96	97.76	14.80	3.9	2.1	-1.8	-46.6%	12.5%	-5.3%	2.66	3.37	0.71
70X Grand Ronde	78.26	94.15	15.89	2.7	1.6	-1.1	-41.1%	4.4%	-1.5%	1.28	1.68	0.40
Total Intercity	79.22	94.76	15.55	3.3	1.8	-1.5	-45.9%	21.2%	-11.4%	5.07	5.15	0.09
Other Services												
Trippers	61.15	76.21	15.06	6.8	4.1	-2.7	-39.8%	7.4%	-3.7%	0.67	0.71	0.04
Special Bus Operation	64.44	75.21	10.77	4.6	2.3	-2.3	-50.5%	8.7%	-8.7%	1.20	0.00	-1.20
Total Other Services	63.76	75.34	11.58	5.1	2.5	-2.6	-50.4%	8.4%	-7.9%	1.06	0.14	-0.91
Total Other Services	72.64	86.37	13.73	4.0	2.8	-1.2	-29.0%	28.4%	-13.1%	5.19	4.68	-0.51

Comparison FY19/20 to FY 20/21	YTD Through Aug 2020		
	19/20	20/21	Amount Difference
Mileage	368,647	333,313	(35,333)
Mileage Based Costs	193,882	167,056	(26,825)
Hourly Based Costs	607,368	639,405	32,037
Direct Costs	214,917	252,845	37,927
Overhead Costs			
Total Costs	1,016,167	1,059,306	43,139

Special Bus Operation Calculation Cost		
Cost per mile calculation:	Plus	10% Hourly Rate Calculation:
	45.8%	Actual Hourly Rate
		Plus Direct Costs
Minivan	Overhead	Hourly Rate
Small Bus	Profit	Plus Overhead
Coach		Hourly Rate
		Plus Profit
		\$ 41.93
		\$ 3.4%
		\$ 43.35
		\$ 30.0%
		\$ 56.34
		\$ 61.98

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# nwCONNECTOR

## Coordinating Committee **Zoom** Meeting

November 13, 2020  
 Tillamook County Transportation District  
 3600 3<sup>rd</sup> St  
 Tillamook, OR  
 10:00 am—12:00 pm

### Join Zoom Meeting:

<https://us02web.zoom.us/j/89154664311>

**1 253 215 8782**

**Meeting ID: 891 5466 4311**

### Agenda

10:00— 10:05a	1. Introductions. Welcome to guests.	Doug Pilant
10:05— 10:25a	2. Consent Calendar ( <b>Action Items</b> ) <ul style="list-style-type: none"> <li>✚ October 16, 2020 Meeting Minutes (<b>Attached</b>)</li> <li>✚ October 2020 Financial Report</li> <li>✚ Ridership Tracking</li> <li>✚ Calculating Average Passenger Miles Update</li> <li>✚ Updating NWConnector Performance Measures</li> </ul>	Doug Pilant/All
10:25— 10:45a	3. NWOTA Standing Items <ul style="list-style-type: none"> <li>✚ IGA Distribution (Mary to coordinate)</li> <li>✚ Marketing:                             <ul style="list-style-type: none"> <li>▪ Visitor Pass/Map update (Hailey/Selena)</li> <li>▪ NWConnector Information Card (Hailey/Selena)</li> <li>▪ TCTD Bus Wrap (Doug)</li> <li>▪ Pictures of Bus Stops Without OXO Logo (Doug)</li> </ul> </li> <li>✚ Website                             <ul style="list-style-type: none"> <li>▪ GTFS-Flex (Doug)</li> <li>▪ Add a bicycle page (Mary)</li> <li>▪ OXO logos removed (Mary)</li> </ul> </li> <li>✚ NWOTA Policies                             <ul style="list-style-type: none"> <li>▪ Bicycle Policy update (Mary)</li> </ul> </li> </ul>	Doug Pilant/All
10:45— 11:00a	4. STIF—Discretionary Application Update	Arla Miller
11:00— 11:10a	5. COVID-19 Transit/NW Connector Updates <ul style="list-style-type: none"> <li>✚ Sanitizer System Purchase Update</li> </ul>	All
11:10— 11:30a	6. Other Business and Member Updates	All

### Attachments:

October 16, 2020 Meeting Minutes

October 2020 Finance Report

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 503.397-3099 at least 48 hours prior to the meeting.

[www.nwconnector.org](http://www.nwconnector.org)



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Oregon Transit Alliance (NWOTA)  
Coordinating Committee Meeting Minutes (via Zoom)  
October 16, 2020  
Tillamook County Transportation District  
Tillamook, OR

1. Introductions: Doug Pilant, Coordinating Committee Chair, opened the meeting. Good to have John Dreeszen back. Meeting attendees included:
  - John Dreeszen—Columbia County Rider
  - Brad Dillingham—Benton County Transit Benton County Transportation
  - Jeff Hazen—Sunset Empire Transportation District
  - Doug Pilant—Tillamook County Transportation District
  - Cynda Bruce—Benton County
  - Ken Shonkwiler—ODOT
  - Mary McArthur—Col-Pac EDD
2. Consent Calendar: Unanimously approved. (JH/CB)
  - September 25, 2020 Meeting Minutes—No changes
  - ✚ September Financial Report—Only change was payment of \$2,487 for work on the Transit Study.
  - ✚ Ridership Performance Report—Mary provided an updated report
  - ✚ Calculating Average Passenger Miles Progress—To be worked on.
3. NWOTA Standing Items:
  - ✚ IGA—Doug will get TCTD’s signed copy to Mary. John will get Columbia County’s signed copy to Mary. Mary will then combine all the signature pages onto one IGA document and send it out to all the partners.
  - ✚ Marketing
    - NWConnector System Map—Agenda item moved to the November meeting. Discussion to include the information from the September 25, 2020 meeting: *System map in the shelters needs to be updated. Still shows the combined SETD/CCR combined route along Hwy 30. Hailey has Adobe skills to do the update. Will add update date on the map going forward. Partners will look for any other needed updates. Doug will show his new bus wrap at the next meeting and pictures of bus stops without OXO logo. Mary will go through the entire website to ensure no OXO logos remain on the site.*
    - Visitor Pass/Map Update—To be part of the November meeting Marketing agenda item. To be included in the discussion (from the September 25, 2020 NWOTA meeting: *Partners reviewed the most recent draft of the visitor pass prepared by Selena Barlow. Updates to the map needed include:*
      - *Adding Lincoln County’s blue line to the Newport to Albany route*
      - *Making the route from Manzanita to Cannon Beach solid red*
      - *Adding Greyhound bus stations*
      - *Adding Facebook icon*
      - *Replacing the “Plan our trip with Google Maps” with the NWConnector Trip Planner as the transit icon link*
      - *Include NWConnector 800 number*

- NWConnector Information Card—To be part of the November meeting Marketing agenda item.
- TCTD Bus Wrap—Moved to the November meeting
- Pictures of Bus Stops without OXO Logo—Moved to the November meeting.

 NWOTA Policies

- Bicycles Policy—Moved to November meeting agenda. Notes from September 25, 2020 meeting: *Current policy needs to be updated with wording stating that riders are responsible for properly securing their bicycles on the NWConnector bike racks, and that they need to ask the bus driver if they are unclear about how to do so. Jeff will update the video demonstrating how to secure bicycles to the bus bike racks. Mary will work with Chris to get a bike icon/tab onto the NWConnector website.*
4. NWOTA Partner Opportunities—Moved to November agenda. Notes from September 25, 2020 meeting: *Doug has been having conversation with Ride Connection on their Westlink between Banks, Forest Grove, Cornelius, and Hillsboro. TCTD also recently completed their ridership survey and one of the highest requested service expansion was for a third round trip into Portland, which connects with Westlink’s transit services in Banks and North Plains. This service could also potentially benefit Columbia County Rider’s service between Banks and Vernonia. Partners at the meeting all agreed that including Ride Connections on the website appears to be a positive, subject to the other partners agreement, and whether it can be done technically. Doug will continue to explore the possibility with Westlink, although it is not clear whether they would need to be a full NWOTA partner.*

5. STIF Discretionary Funding for Some NW Transit Access Project Bus Stops

Ken led a discussion on the proposed stop costs. Columbia County stops are all too complicated with added requirements that means they won’t be competitive for the STIF applications. Regarding the other proposed stop, Ken updated the costs from the original 2018 cost estimates and then doubled construction costs to ensure adequate funding in the event there is an overage. Overages over the cost of the grant need to be paid 100% by the applicant. Estimates include all the amenities as well. Ken then added a flat rate fee for the design, which will include the review for the stop. If have 1 project manager, may be able to reduce the management costs. Brad will take another look at the best stop to include from Benton County. Graphics of the stops are available for inclusion in the grant application. Stops adding sidewalks mean added mobility, connectivity and safety for vulnerable populations. Information from the Pedestrian Access Study identifies whether there will be environmental impacts, right-of-way, etc, for each stop.

Question—Will there be the ability to move funding around within the grant if one stop costs more and one stop costs. Response—Yes.

Cynda—Will talk to Waldport to see if they can do some of the work to get the costs down. Benton County has a good relationship with the owners of Adair Village and expects they may be willing to help with some of the work/costs.

Doug just finished their month long on/off study. Significant use of the proposed stop. The Pacific City is an important first/last mile stop as well.

Will need to figure a 20% match. Will need to get costs for shelters, may be a separate line item. Prefer to continue to use Tolar for the shelters as what are already using.

Mary reviewed a draft of the application and members contributed narrative suggestions.

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6. COVID Transit/NWConnector Updates

- ✦ Sanitizer System. Doug is ready to go out for procurement. Awaiting contract agreement from ODOT.

7. Partner Updates

- ✦ SETD—Jeff commended Cynda for their excellent report on their wildfire response. Very information. He also thanked John D/CCR for their help when the SETD bus broke down at the St Helens Transit Center..

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

DRAFT

**Tillamook County Transportation District**  
**Financial Statement**

**08 - Northwest Oregon Transit Allia**  
**From 10/1/2020 Through 10/31/2020**

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%
<b>Resources</b>						
Working Capital	0.00	0.00	0.00	80,000.00	(80,000.00)	0.00%
NWOTA Partner Cont. Match	10,500.00	0.00	21,000.00	42,000.00	(21,000.00)	50.00%
Transfer From General Fund	12,000.00	0.00	12,000.00	12,000.00	0.00	100.00%
Transfer from STIF Fund	0.00	0.00	0.00	64,000.00	(64,000.00)	0.00%
<b>Total Resources</b>	<b>22,500.00</b>	<b>0.00</b>	<b>33,000.00</b>	<b>198,000.00</b>	<b>(165,000.00)</b>	<b>16.67%</b>
<b>Expenses</b>						
<b>Materials and Services</b>						
Professional Services	0.00	437.50	0.00	5,250.00	5,250.00	0.00%
Administrative Support	5,587.50	2,083.33	5,587.50	25,000.00	19,412.50	22.35%
Website Maintenance	0.00	625.00	0.00	7,500.00	7,500.00	0.00%
Marketing	0.00	2,916.67	0.00	35,000.00	35,000.00	0.00%
Website Re-Design	16,325.00	6,250.00	22,825.00	75,000.00	52,175.00	30.43%
Transit Access Project	0.00	0.00	2,487.83	0.00	(2,487.83)	0.00%
Travel & Training	0.00	416.67	0.00	5,000.00	5,000.00	0.00%
<b>Total Materials and Services</b>	<b>21,912.50</b>	<b>12,729.17</b>	<b>30,900.33</b>	<b>152,750.00</b>	<b>121,849.67</b>	<b>20.23%</b>
<b>Transfers</b>						
Transfer to General Fund	0.00	0.00	0.00	3,000.00	3,000.00	0.00%
Unappropriated Ending Fund Bal	0.00	0.00	0.00	42,250.00	42,250.00	0.00%
<b>Total Transfers</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>45,250.00</b>	<b>45,250.00</b>	<b>0.00%</b>
<b>Total Expenses</b>	<b>21,912.50</b>	<b>12,729.17</b>	<b>30,900.33</b>	<b>198,000.00</b>	<b>167,099.67</b>	<b>15.61%</b>

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**Tillamook County Transportation District**  
Board of Directors Regular Monthly Meeting  
Thursday, October 22, 2020 – 6:00PM  
Transportation Building  
3600 Third Street, Tillamook, OR  
**Meeting Minutes**



1. Call to Order: Board Chair James Huffman called the meeting to order at 6:00pm
2. Pledge of Allegiance
3. Roll Call:

**Present**

**TCTD Board of Directors (all Directors attended by telephone)**

Jim Huffman, Board Chair  
Marty Holm, Vice Chair  
Gary Hanenkrat, Treasurer  
Judy Riggs, Director  
Jackie Edwards, Director  
Melissa Carlson-Swanson, Director  
Linda Adler, Secretary

**TCTD Staff**

Doug Pilant, General Manager (in person)  
Brent Olson, Superintendent (in person)  
Tabatha Welch, Finance Supervisor (in person)  
Cathy Bond, NW Rides Brokerage Manager/Board Clerk  
Hailey Fields, Administrative Assistant

**Absent**

None

**Guest**

Kathy Kleczek, NW Transportation Options

4. Announcements and Changes to Agenda: None
5. Public & Guest Comments:  
TCTD Fare Policy Analysis Update by Cristine Barone and Oren Eshel from Nelson-Nygaard, Inc.

**REPORTS**

6. Financial Report: GM Doug Pilant reviewed the September 2020 financial reports. The District has completed 25% of the Fiscal Year.
7. Service Measure Performance Report: GM Doug Pilant provided an overview of the operations performance measures. YTD Ridership overall has decreased -35.7%

*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.*

change over the previous year. The YTD passengers per hour are -29.8%; the cost per trip was +66.6% while the cost per hour was +17% and the fare box recovery was -44.3%.

8. Northwest Oregon Transit Alliance: GM Doug Pilant reviewed the NWOTA meeting agenda, minutes, finance report with the Board.

9. Planning & Development:

- a. Cape Kiawanda Master Plan – No report.
- b. Deviated Fixed Route/ADA Policy – No report
- c. STIF Service Alternatives Plan: GM Doug Pilant reported the cost of the POTB service plan was more than expected. Kittelson & Associates has been directed to develop less expensive alternatives to serve the POTB. Kittelson & Associates will meet with the STIF Advisory Committee in December to review the STIF Plan being developed for the next Biennium.
- d. TCTD Fare Policy Analysis: Cristine Barone of Nelson Nygaard presented the Board an update on the TCTD Fare Policy Analysis project. GM Doug Pilant reported the On/Off study has been completed. Nelson-Nygaard will be providing the Board with fare alternatives as early as December.

10. Grant Funding:

- a. STIF/STF Consolidation: No report
- b. STIF Formula: No report
- c. Section 5310 – Ford transit purchase starting production in December and will take delivery in early 2021.
- d. Section 5311 – Intercity buses have been ordered - no scheduled production date.
- e. Section 5339 – No report
- f. Submitted an ODOT Cares Act Special Needs grant for VA appts to PDX.

11. Facility/Property Management

- a. Transit Visitors Center –The partitioning documentation was approved by the City of Tillamook. The next step is working with the City to finalize the Purchase Sale Agreement (PSA) documents.
- b. Alternative Fuel Facility: No report
- c. Building carpet project: A contractor has been selected to install the carpet. A resolution has been included in the agenda for approval to move forward with this project.

12. NW Ride Brokerage

- a. Continuing the work with legal counsel to complete the BPA and Delegate Agreements.

13. Miscellaneous

- a. Tillamook County Mobile Clinic IGA – No report
- b. Tillamook County Public Communication System Plan – No report
- c. SDAO Best Practices – 2020 Best Practices Survey is complete and has been included on the agenda for acceptance

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- d. FTA/ODOT Comprehensive Review – RLS & Associates spent the previous week reviewing all areas of the District’s administration and operations. There were very few findings. One of the findings was that the District needs a Cost Allowability for Charges Against Federal Grants policy to be adopted. A new policy has been included on the agenda for approval.

**CONSENT CALENDAR**

14. Motion to Approve the Minutes of the September 17, 2020 Regular Board Meeting
15. Motion to Accept Financial and Operations Reports: September 2020
16. Motion to Accept SDIS 2020 Best Practices Survey
17. Motion to Approve Policy #25 Cost Allowability for Charges Against Federal Grant Awards

**Motion** by Director Adler to adopt the Consent Calendar. *Motion Seconded* by Board Chair Huffman. Board Chair Huffman called for further discussion; followed by none, he called for the vote.

**MOTION PASSED**

By Directors Hanenkrat, Holm, Carlson-Swanson, Riggs, Edwards, Adler and Board Chair Huffman.

**ACTION ITEMS**

18. Motion to Approve Resolution #20-26 In the Matter of Authorizing the General Manager to Purchase Additional Licensees for Computer Aided Deviated Fixed Route Dispatching and Scheduling Software from Ecolane, USA, Inc.

GM Doug Pilant explained the Resolution to the Board.

**Motion** by Director Adler to Approve Resolution #20-26 In the Matter of Authorizing the General Manager to Purchase Additional Licensees for Computer Aided Deviated Fixed Route Dispatching and Scheduling Software from Ecolane, USA, Inc. *Motion Seconded* by Director Holm. Board Chair Huffman called for further discussion; followed by none, he called for the vote.

**MOTION PASSED**

By Directors Hanenkrat, Holm, Carlson-Swanson, Riggs, Edwards, Adler and Board Chair Huffman.

19. Motion to Approve Resolution #20-27 in the Matter of Authorizing the General Manager to Execute an ODOT CARES Act Grant Agreement #34418 to Purchase Computer Aided Vehicle Sanitation Equipment

GM Doug Pilant explained the Resolution to the Board.

**Motion** by Director Carlson-Swanson to Approve Resolution #20-27 in the Matter of Authorizing the General Manager to Execute an ODOT CARES Act Grant Agreement #34418 to Purchase Computer Aided Vehicle Sanitation Equipment. *Motion Seconded* by Director Edwards. Board Chair Huffman called for further discussion; followed by none, he called for the vote.

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**MOTION PASSED**

By Directors Hanenkrat, Holm, Carlson-Swanson, Riggs,  
Edwards, Adler and Board Chair Huffman.

20. Motion to Approve Resolution #20-28 In the Matter of Authorizing the General Manager to Award the TCTD Administration and Operations Facility Carpet Replacement Contract to Daniel E. Kephart

GM Doug Pilant explained the Resolution to the Board.

**Motion** by Director Holm to Approve Resolution #20-28 In the Matter of Authorizing the General Manager to Award the TCTD Administration and Operations Facility Carpet Replacement Contract to Daniel E. Kephart. *Motion Secinded* by Director Carlson-Swanson. Board Chair Huffman called for further discussion; followed by none, he called for the vote.

**MOTION PASSED**

By Directors Hanenkrat, Holm, Carlson-Swanson, Riggs,  
Edwards, Adler and Board Chair Huffman.

**DISCUSSION ITEMS**

21. Executives Session, *Performance Evaluation, ORS 192.660(2)(i) 7:26-9:00pm*

As a result of executive session, the following motion was made.

**Motion** by Director Holm regarding General Manager Doug Pilant's annual performance evaluation, the Board authorizes a 10% wage increase, retroactive back to his anniversary date of January 23, 2020. *Motion Secinded* by Director Edwards. Board Chair Huffman called for further discussion; followed by none, he called for the vote.

**MOTION PASSED**

By Directors Hanenkrat, Holm, Carlson-Swanson, Riggs,  
Edwards, Adler and Board Chair Huffman.

22. Board Staff Comments/Concerns

GM Doug Pilant: None.  
Superintendent Brent Olson: None.  
Finance Supervisor Tabatha Welch: None.  
NWR Brokerage Manager/Board Clerk Cathy Bond: None.  
Administrative Assistant Hailey Fields: None

23. Board of Directors Comments/Concerns

Jim Huffman – None.  
Judy Riggs – None.  
Marty Holm – None.  
Jackie Edwards – None.  
Gary Hanenkrat – 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.*

Linda Adler – None.  
Melissa Carlson-Swanson – None.

**UPCOMING EVENTS**

Board Training - TBD

Adjournment: Board Chair Huffman adjourned the meeting at 9:10 pm.

**These minutes approved this 19<sup>th</sup> day of November, 2020.**

ATTEST:

\_\_\_\_\_  
James Huffman, Board Chair

\_\_\_\_\_  
Doug Pilant, General Manager



# TILLAMOOK COUNTY TRANSPORTATION DISTRICT TRANSPORTATION ADVISORY COMMITTEE BYLAWS

## ARTICLE 1 Name

The name of this organization shall be the Tillamook County Transportation District (TCTD) Transportation Advisory Committee (TAC).

The TAC Bylaws are established for the purpose of carrying out the statutory requirements as established under ORS 184.758(1)(b) and ORS 184.761, and the rules establishing the procedures and requirements for administration of the Statewide Transportation Improvement Fund, as set forth under OAR Chapter 732, Division 040.

The TAC also serves as the District's Special Transportation Fund Advisory Committee regarding reviewing and making recommendations to the TCTD Board of Directors for the Oregon Department of Transportation (ODOT) Special Transportation Fund (STF) and for FTA Section 5310 grant funds.

## ARTICLE 3 Definitions

The following definitions shall apply to the terms used in these bylaws and the tasks of the Transportation Advisory Committee.

**Transportation Advisory Committee:** A committee formed by the Qualified Entity to assist the Qualified Entity in carrying out the purposes of the STIF Formula Fund and the Advisory Committee requirements specified in ORS 184.761(1). It shall also assist TCTD in carrying out the purposes of the STF Formula and Discretionary Program specified in ORS 391.800.

**Intercommunity Discretionary Fund:** Up to four percent of STIF funds to be disbursed to Public Transportation Providers through a competitive grant funding process, pursuant to ORS 184.758(1)(c).

**Bicycle and Pedestrian Advocates:** Individuals representing either organizations or standing committees associated with local governments within Tillamook County which

advocate for and promote bicycle and pedestrian-related issues, goals, projects, or interests, or which exist to advise local government elected officials on matters related to bicycle and/or pedestrian traffic safety and enforcement, pathways and travel lanes, project planning and development, and promote public events.

**Qualified Entity:** A county in which no part of a Mass Transit District or Transportation District exists, a Mass Transit District, a Transportation District, or an Indian Tribe.

**Employer Representative:** Any employee, supervisor, manager, or owner of a business enterprise legally operating within the boundaries of Tillamook County.

**Environmental Advocates:** Individuals representing either organizations or standing committees associated with local governments within Tillamook County which advocate for any of a wide range of environmental issues, goals, projects, or interests, or which exist to advise local government elected officials on matters related to the environment or to environmental features of public property.

**Local Government Representative:** An employee of a County, municipal, or special district governmental organization formed and organized under the Oregon Revised Statutes and operating within the jurisdictional boundaries of Tillamook County.

**High Percentage of Low-Income Households:** Areas within Tillamook County with a household income at or below 200% of the current Federal Poverty Level, also known as the Federal Poverty Guideline. The Federal Poverty Level may be found at: <https://www.healthcare.gov/glossary/federal-poverty-level-FPL/> <https://www.aspe.hhs.gov/poverty-guidelines>

**Area of Responsibility:** The geographic area for which TCTD is responsible to provide STIF Formula Fund money's is the geographic area within the jurisdictional boundaries of the county or counties in which any part of the District is located.

**Major Destination:** A well-known and commonly recognized destination within Tillamook County, which may either be at one physical location or a group of destination locations within an industry. A "Representative of Major Destinations" may be an employee, manager or owner of a destination or representing a destination industry group, or a member of an organization which promotes tourism within Tillamook County generally.

**Non-Profit Public Transportation Service Provider Representative:** A representative of a non-profit transportation service engaged in providing public transportation services within the County, regardless of whether or not this entity receives public transportation funding.

**Person(s) with Disabilities:** Individuals with disabilities which limit or constrain any aspect of their daily life, and may include, but is not necessarily limited to, physical, intellectual, cognitive, developmental, and/or emotional disabilities.

**Persons With Limited English Proficiency:** shall be persons as defined in Tillamook County's Limited English Proficiency Plan adopted by the Board of Directors, who did not speak English as their original language and who may have limited proficiency in either speaking or understanding written or spoken English, or both.

**Public Transportation Service Provider Representative:** A representative of a publicly managed transportation service engaged in providing public transportation services within the County.

**Representative of Educational Institutions:** A person who is employed by or on the Board of Directors of a K-12 public school; chartered or state-licensed private K-12 school, community college, university, private college, or trade school operating within the jurisdictional boundaries of Tillamook County.

**Representative of Low Income Individuals:** A person representing the needs of low income transportation system users, and who is familiar through association with groups or individuals with special transportation needs of low income users.

**Representative of Persons With Disabilities:** A person or employee or volunteer of an entity representing the needs of disabled transportation system users, and who, through association with groups or individuals, or facilities serving persons with disabilities, is familiar with the special transportation needs of disabled users.

**Representative of Persons With Limited English Proficiency:** A person or employee or volunteer of an entity representing the needs of transportation system users with limited English proficiency, and who is familiar through association with neighborhood groups, local school groups, social service or non-profit agencies, with the transportation needs of limited English proficiency users.

**Senior:** Persons sixty (60) years of age or older. A "Senior Representative" shall be someone, who may also be a senior, representing the needs of elderly transportation system users, and who is familiar through association with groups or individuals, or facilities serving seniors, with the special transportation needs of elderly users.

**Social and Human Service Provider Representative:** A representative of a social services, human services, or health services agency operating within Tillamook County. Said agency may be a public agency, a non-profit agency, or a not-for-profit institution such as a health center.

**Social Equity Advocates:** Individuals representing either organizations or standing committees associated with local governments within Tillamook County which advocate for equity for groups of persons who may be disadvantaged due to but not limited to ethnicity; income or other economic circumstances; limited English proficiency; homelessness; citizenship status; gender identity; sexual orientation; or which exist to advise local government elected officials on matters related to equity.

**Transit Dependent User:** An individual who is dependent on public transportation for



mobility due to economic reasons or due to other special transportation needs.

**Project:** A public transportation improvement activity or group of activities eligible for STIF moneys and a plan or proposal for which is included in a STIF Plan or in a grant application to a Qualified Entity or the Agency. Examples of project types include, but are not limited to: discrete activities, such as purchasing transit vehicles, planning, or operations; and groups of activities for a particular geographic area or new service, such as a new route that includes purchase of a transit vehicle, and maintenance and operations on the new route.

**Public Transportation Service Provider:** A Qualified Entity or a city, county, Special District, Intergovernmental Entity, or any other political subdivision of municipal or Public Corporation that provides Public Transportation Services.

**Public Transportation Services:** Any form of passenger transportation by car, bus, or other conveyance, either publicly or privately owned, which provides service to the general public (not including charter, sightseeing, or exclusive school bus service) on a regular and continuing basis. Such transportation may be for purposes such as health care, shopping, education, employment, public services, personal business, or recreation.

**STIF Formula Fund:** Up to 90 percent of the Statewide Transportation Improvement funds to be disbursed to Qualified Entities conditioned upon the Oregon Transportation Commission's approval of a STIF Plan, pursuant to ORS 184.758(1)(a).

**STIF or Statewide Transportation Improvement Fund:** The fund established under ORS 184.751.

**STIF Plan:** A public transportation improvement plan that is approved by a Governing Body and submitted to Oregon Department of Transportation, Rail and Public Transit Division for review and approval by the Oregon Transportation Commission for the Qualified Entity to receive a share of the STIF Formula Fund.

**STF Formula Fund:** Fund to support transportation services for seniors and people with disabilities.

**STF Discretionary Grant:** Discretionary funds are distributed through a competitive grant program and to projects of statewide importance defined by the Oregon Transportation Commission.

## ARTICLE 4 Function

**Section 1. Purpose:** The TAC shall assist the Board of Directors in tasks and duties supporting local and regional transportation services funded through the State Transportation Improvement Fund (STIF) and the Special Transportation Fund (STF) that are allocated to Tillamook County, for distribution to Public Transportation Service

## Providers within and adjacent to Tillamook County.

### Section 2. Major Tasks: The Advisory Committee will:

- Advise TCTD on the development process of STIF and STF Funding Plans
- Review the proposed distribution of §5310 Formula Program and STF Formula Program moneys and make recommendations to TCTD
- Review STIF Discretionary Grant proposals and make recommendations to TCTD
- Recommend to TCTD any changes to the proposed distribution of STF Formula Program moneys or STF Discretionary Grant applications it considers necessary.
- Review and prioritize projects proposed to receive STIF Discretionary and Intercommunity Discretionary funds with the District's area of responsibility
- Developing a process for monitoring and evaluating projects to ensure that Public Transportation Providers that have received funds are applying the funds in accordance with and for the purposes described within their project proposal;
- As and if requested, and in the manner directed by directed by the Board of Directors, reviewing and advising staff on the methodology for distribution of STIF Formula Program monies allocated to Tillamook County;

### Section 3. STIF Plan Duties: The TAC will perform the tasks consistent with the administrative requirements set forth under OAR Chapter 732, Division 040, as defined by Tillamook County:

- Hold public meetings to assist and advise staff with the development of the County's local STIF Plan, including components of the Plan developed by or for other Public Transportation Service Providers within the County;
- Gather data and seek public input regarding low-income households within the County, including those within the corporate limits of municipalities within the County, and make and publish a determination of where those communities exist for purposes of guiding the STIF Plan;
- Review every project proposed for inclusion in the County's STIF Plan and make a determination whether to recommend inclusion or rejection of the project for the STIF Plan;
- Advise and assist staff by recommending projects to be included in the STIF Plan; the priority of each project in the Plan; and the level of project funding to be included for each project, consistent with the County's allocation process for the distribution of Formula Fund moneys;
- Consider the criteria established under OAR Chapter 732, Division 040 when identifying Projects for inclusion in the STIF Plan, including but not limited to: expanded service and frequency in areas with a high percentage of low income households; improved service connections between communities; reduced fragmentation of service and closure of service gaps; maintenance of existing services; and other factors such as geographic equity;

- Advise staff regarding the opportunities to coordinate STIF funded projects in the Plan with other local or regional transportation programs and services;
- Recommend to the Board of Directors a STIF Plan which includes the prioritization of projects proposed for funding within the Plan;
- Develop processes for review and monitoring of ongoing funded projects and local Plans, which may include reporting and site visits to local public transportation providers receiving STIF project funding;
- If appropriate, propose changes to policies or practices to ensure that the Public Transportation Service Provider has applied the monies received in accordance with and for the purposes described in the STIF Plan or project proposal, and that the project does not unduly fragment the provision of public transportation services.

**Section 4. STF Duties:** The Committee shall perform the tasks consistent with the administrative requirements set forth under OAR Chapter 732, Division 040, as defined by ORS 391.800 to fund transportation programs that benefit senior citizens and people with disabilities.

## ARTICLE 5 Membership

**Section 1. Number, Qualifications, and Selection of Members:** The Committee shall consist of no less than five (5) appointed directly by the Directors. A list of current members and the interests they represent is attached to these bylaws and will be updated as new appointments are made. Member contact information is considered private and will not be disclosed to any third party unless permission has been provided by the Committee Member.

TAC Members must meet the following criteria:

- Be knowledgeable about the public transportation needs of residents or employees located within or traveling to and from the County.
- Be a person who is a member of or represents one or more of the following:
  - Local governments, including land use planners
  - Public transportation service providers or non-profit entities that provide public transportation services
  - Neighboring public transportation service providers
  - Employers
  - Public health, social and human service providers
  - Transit users and those who depend on transit for accomplishing daily activities
  - Individuals age 65 or older or people with disabilities (mandatory)
  - Representative of senior citizens or people with disabilities
  - Low-income individuals (mandatory)

- Social equity advocates
- Environmental advocates
- Bicycle and pedestrian advocates
- People with limited-English proficiency
- Educational institutions
- Major destinations for users of public transit
- The Directors will seek to appoint Committee members who represent the diverse interests, perspectives, geography, and the demographics of the County. Consideration may also be given to individuals within these categories who are users of public transportation services provided within the County.

**Section 2. Ex Officio Members:** The Committee may additionally consist of any the following ex officio members, appointed by the Board of Directors as follows:

One (1) County representative or any additional representatives which the Board of Directors deems appropriate.

**Section 3. Terms of Office:** Terms shall be three (3) years. Any member may serve two (2) successive terms if reappointed by the Board of Directors. Terms begin on July 1 and end on June 30. Terms shall be staggered, with either two or three members' terms expiring each year.

**Section 4. Member Responsibilities:** All Committee members shall regularly attend meetings of the Committee and any meetings of the subcommittees to which they are appointed and shall fulfill other duties as appointed by the Chairman.

**Section 5. Termination of Membership:** The Board of Directors may remove Committee members as follows:

- Failure to attend three or more consecutive regular Committee meetings. The Board of Directors may declare a member's position vacant when the member has had three (3) unexcused absences in one year or no longer meets the residency requirement;
- For cause following public hearing, for reasons including, but not limited to commission of a felony, corruption, intentional violation of open meetings law, failure to declare conflict of interest, or incompetence;
- Without cause pursuant to Tillamook County Code chapter 3.035.

**Section 6. Vacancies:** The Board of Directors shall make appointments to fill vacancies as they occur. Such appointments shall be for the duration of the unexpired term of that position.

## ARTICLE 6 Officers

The following officers shall be elected from the Committee membership during the first

meeting of each calendar year:

**Chair:** The Chair shall have the responsibility of conducting all meetings and hearings in an orderly manner. The Chair may not initiate a motion, but may second, and shall vote on each issue after the question is called. However, in the event the Chair's vote shall create a tie, the Chair shall refrain from voting.

**Vice Chair:** The Vice Chair shall be responsible for conducting the meetings and hearings in the absence of the Chair.

## **ARTICLE 7 Subcommittees**

**Section 1. Creation of Subcommittees:** The Committee shall have the power to create subcommittees with such responsibilities as the Committee directs.

**Section 2. Naming of Subcommittees:** The Chair shall appoint and charge each subcommittee with its responsibilities, shall appoint the members of the subcommittee, and shall appoint the chair of the subcommittee in the event the subcommittee consists of more than one person. The subcommittee chair shall be responsible for scheduling meetings, assigning specific tasks within the mandate of the subcommittee, and reporting to the Committee concerning the work of the subcommittee.

## **ARTICLE 8 Advisors**

The Committee and the subcommittees may call on lay citizens and professionals as advisors without voting rights to provide technical assistance, expert guidance and advice, data support and analysis, provide information for and testify in deliberations, and attend meetings to the extent deemed appropriate and approved by the Committee and the Chair.

Calling of advisors by the Committee will be coordinated by the Chair or subcommittee chairs through County staff assigned to the Committee.

## **ARTICLE 9 Meetings**

**Section 1. Regular Meetings:** Meetings shall be held a minimum of two times per year, as required by statute, but may be held more frequently to carry out the purposes of the Committee. These meetings shall be held in publicly accessible facilities, and shall take place during transit operating hours, to facilitate attendance of interested individuals.

**Section 2. Special Meetings:** Special meetings may be called by the Chair or by the

Board of Directors by giving the members and the press written or verbal notice at least 24 hours before the meeting.

**Section 3. Quorum:** A simple majority of the appointed, and filled, voting membership shall constitute a quorum. All business conducted with a majority vote of the quorum shall stand as the official action of the Committee.

**Section 4. Voting:** Each Committee member, except ex officio members, shall have one vote. In the event the Chair's vote shall create a tie vote, the Chair shall refrain from voting. A Committee member shall not vote on any funding decision in which they are an applicant for funds.

**Section 5. Staff:** Administrative staff to the Committee shall be determined by the Directors in consultation with the County Administrator. Staff for recording the proceedings of the Committee shall also be provided by the County.

**Section 6. Agenda:** The Chair, with the assistance of the County-provided staff, shall prepare the agenda of items requiring Committee action, and shall add items of business as may be requested by individual Committee members and/or the Board of Directors. Agendas of all meetings shall be posted in advance as required under existing County policy and filed with the Directors.

**Section 7. Notice:** All members shall be given written notice of time, date, location, and purpose of the meetings at least three (3) days before a regular Committee meeting and written or verbal notice one (1) day before a special meeting. In the event a member is provided with less than three (3) days written notice of a regular meeting, or less than one (1) day actual notice of a special meeting, and objects to the proceedings based on a lack of adequate notice, all business conducted at that meeting shall be reconsidered at the next regular meeting or at a special meeting called with adequate notice.

**Section 8. Minutes:** Minutes recording all motions and subsequent action including the number of yes or no votes on each issue shall be taken. In addition, all conflicts of interest shall be noted. Minutes of all meetings shall be posted following all meetings as required under existing County policy and filed with the Directors.

## ARTICLE 10

### Public Records & Meeting Law and Public Engagement

**Section 1. Public Records and Meeting Law:** The Committee is a public body for the purposes of ORS Chapter 192 and is subject to the statutory procedures related to Oregon public records and meetings. Pursuant to OAR 732-040-035(2)(b), written copies of Committee agendas, minutes, and Bylaws shall be made available to the public for a period of no less than six (6) years.

**Section 1. Public Engagement:** Pursuant to OAR 735-040-0035, the Committee shall

strive to seek public engagement in all its deliberative processes, with particular regard to the selection of projects for inclusion and funding in the County STIF Plan. The Committee will work with County staff resources such as the County Public Information Officer to publicize key meetings and hold public forums as needed to ensure maximum public access to information and public participation in priority-setting exercises.

## **ARTICLE 11 Parliamentary Procedure**

The current edition of Robert's Rules of Order shall govern the Committee where not inconsistent with these Bylaws or any special rules of order the Committee shall adopt.

## **ARTICLE 12 Conflict of Interest**

A potential or actual conflict of interest shall be declared by any member who has or may have a conflict of interest as defined by Oregon law (ORS 244.020), prior to taking any action on the matter causing the conflict. No member shall vote upon any motion which requires declaration of an actual conflict of interest.

## **ARTICLE 12 Bylaws and Amendments**

**Section 1. Bylaws:** The Committee shall maintain written Bylaws pursuant to OARS 732-040-035 that include, but are not limited to, name and purpose, committee membership criteria, appointment process, terms of office for the committee members, general procedures of the committee, member duties, meeting schedule, public noticing requirements and engagement processes, and the STIF Plan development process and general decision-making criteria.

**Section 2. Review of Bylaws:** The Committee shall periodically review its Bylaws and update them as required, but no less frequently than every three (3) years. Committee Bylaws will be reviewed by the County Counsel and presented to the Directors for adoption. The Directors may also elect to review Committee Bylaws at any time.

**Section 3. Amendments:** Committee Bylaws may be amended by the Board of Directors upon its own motion. Prior to an amendment, the Board of Directors may request a recommendation from the Committee which may recommend changes at any regular meeting of the Committee by a two-thirds vote of the appointed and filled membership, provided that the recommended amendment has been submitted in writing to the Committee members no later than three days before the regular meeting.

Amended this 19<sup>th</sup> day of November, 2020.

[Redacted]

**TILLAMOOK COUNTY TRANSPORTATION DISTRICT**

**BOARD OF DIRECTORS**

[Redacted]

[Redacted] James Huffman, Board Chair

\_\_\_\_\_

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Transportation Advisory Committee Roster

<b>Position</b>	<b>Name</b>	<b>Representing</b>	<b>Term Expires</b>
1	Ron Rush	Representative of disabled	June 30, 2021
2	Carol McAndrew	Senior citizens*	June 30, 2021
3	Robin Taylor	Disabled*	June 30, 2021
4	Erin Skaar	Low income	June 30, 2021
5	Stacie Zuercher	Human service provider	June 30, 2022
6	Jeff Hazen	Neighboring county public transportation provider	June 30, 2022
7	Nicholas Torres	Public health, social and human service provider	June 30, 2023
8	Chris Kell	Representative of senior citizens	June 30, 2022

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## TILLAMOOK COUNTY TRANSPORTATION DISTRICT POLICY

<b>Policy: DOCUMENT &amp; RECORDS RETENTION SCHEDULE</b>	<b>Number: 11</b>
Adopted by the Board of Directors on August 14, 2003 Revised by the Board of Directors on 5/22/2008 and 4/19/12 Effective: April 19, 2012 Last reviewed:	<b>Pages: 9</b>

The purpose of this schedule is to ensure that necessary records and documents are adequately protected and maintained and to ensure that records that are no longer needed or of no value are discarded at the appropriate time. Requests for changes or deviations should be made to the Board.

This schedule applies to all physical and electronic records generated in the course of the organization's operations. In the event of a governmental audit, investigation, or pending litigation, record disposal may be suspended at the direction of the Board.

The following is a list of relevant sections from the OAR 166 Division 150 County and Special District Retention Schedule that apply to Tillamook County Transportation District.

### ADMINISTRATIVE RECORDS (OAR 166-150-0005)

Activity and Room Scheduling Records	1 year
Activity Reports, General	2 years
Advertising and Promotion (Non-State Fair)	2 years
Annual Reports	Permanent
Audit Records, Internal	10 years
Calendars and Scheduling Records	1 year
Citizen Awards	6 years
Communication Logs	1 year
Contracts, Leases and Agreements	Construction contract records: 10 years after substantial completion Collective bargaining contract records: Permanent Other contracts, leases and agreements: 6 years after expiration
Correspondence	File and retain w/associated files
Fax Reports	3 years if used for billing; 1 year for all others
Intergovernmental Agreements	Significant and historic agreements: permanent; 6 years from expiration for all others
Key and keycard records	Access and entry logs: 3 years; 2 years from key turn-in for all others

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Mailing Lists	Until superseded or obsolete
Meeting Records, Governing body	Minutes, agendas, resolutions, indexes, and exhibits: Permanent; Executive Session minutes: 10 years; Audio/Video recordings: 1 year after minutes approved; Other records and exhibits not pertinent to minutes: 5 years
Meeting records, Staff	2 years
Mitigation Program Records	Adopted plans: permanent; Other records: life of structure
News/Press Releases	Policy/historic: permanent; Routine: 2 years
Notary Public Log Books	7 years after commission expires
Organizational records	2 years after superseded
Planning Records	Mission statements and plans: 20 years; All others: 5 years
Policy/Procedure Guidelines and Manuals	Routine clerical: 2 years after suspended or obsolete; Construction/engineering projects: 10 years after substantial completion; 1 copy of all others: permanent
Policy statements and directives	20 years after superseded or obsolete
Postal records	3 years
Professional membership records	3 years
Public Notice Records	3 years
Publications	Policy/historic: permanent; All others: until superseded or obsolete
Reports and studies	5 years
Requests and complaints	2 years after last action
Resolutions	Permanent
Routing and job control records	1 year
Security records	2 years
Seminar and Conference records, agency-sponsored	Significant program records: 5 years; Enrollment and attendance records: 2 years; All others: 1 year
Seminar and Conference Record, Non-Agency Sponsored	2 years
Special District Charters	Permanent
Special District Codes	Permanent
Special District Ordinances	Permanent
Special Event and Celebration Records	Records documenting significant aspects of the event: Permanent; All others: 2 years after event

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Surveys, Polls and Questionnaires	Summary reports and abstracts: 3 years; All others: until summary report completed or 3 years (whichever is sooner)
Work Orders	County personnel: 1 year; Outside vendors: 3 years
Work Schedules and Assignments	5 years

**BUILDING (OAR 166-150-0020)**

Building Activity Records	Annual summary reports: permanent; All others: 2 years
Building board of appeals records	Minutes, agendas, resolutions, indexes, and exhibits: Permanent; Audio/Video: 1 year after minutes approved; Other records and exhibits not pertinent to minutes: 5 years
Building code violation records	10 years after last action
Building inspection records	Final inspections: life of structure; All others: 2 years
Building permit applications	If permit issued: 2 years; If no permit issued: 180 days
Building permits	Completed structure: life of structure; Demolition permit: 10 years after demolition; All others: 2 years after revoked or expired
Building plans, nonresidential blueprints	If permit issued and structure completed: 10 years after substantial completion; If no permit issued: 180 days; If permit issued but structure not started, completed, or permit expired: 180 days after expiration date
Building plans, publicly-owned structures	If permit issued and structure complete: life of structure; If no permit issued: 180 days; If permit issued but structure not started, completed, or permit expired: 180 days after expiration date
Certificates of occupancy certificates	Life of structure
Registered contractor lists	Until superseded or obsolete
Unsafe building records	5 years after final action

**EQUIPMENT AND PROPERTY RECORDS (OAR 166-150-0105)**

Building Records	Life of structure
Damaged/Stolen property records	4 years
Deed instruments	Recorded: until no longer owned; Unrecorded: permanent
Deeds to Agency-owned land	3 years or no longer owned



Easements	Recorded: until no longer owned; Unrecorded: permanent
Fuel records	2 years
Equipment calibration records	Life of equipment
Equipment maintenance records	1 year after disposal of equipment
Property dedication records	Permanent
Property disposition records	3 years after disposition of property
Property vacation records	Permanent
Real property transaction records	10 years after substantial completion
Technical manuals, specifications, and warranties	Manuals: until disposition of vehicle or equipment; Warranties: until expired
Vehicle maintenance and repair records	2 years after disposition of vehicle
Vehicle title and registration records	Title: Until vehicle is sold or disposed of; Registration: until superseded or disposition of vehicle
Vehicle usage and expense records	3 years

#### FINANCIAL RECORDS (OAR 166-150-0110)

Accounts Payable records	3 years
Accounts Receivable records	3 years after collected or deemed uncollectable
Audit reports	Permanent
Balance status and projection reports	3 years
Bond records (Employee)	6 years after expiration
Budget (Adopted) records	2 years
Budget preparation records	2 years
Check conversion records	Original paper instruments: 120 days, destroy; ACH transaction/IRD: 6 years, destroy
Competitive bid records	Accepted bids for construction/alteration/repair of improvement to real property: 10 years after substantial completion; Other accepted bids: 6 years after bid awarded or canceled; Rejected bids and bid exemptions: 2 years after bid awarded or canceled
Credit and Debit receipts	36 months after transaction, destroy
Credit slips	3 years after credit expired or redeemed
Financial impact analysis records	3 years
Financial reports	Annual reports: permanent; All others: 3 years
General ledgers	Year end ledgers: 10 years; All others: 3 years
Gift and contribution records	For conditional gifts, contributions, and donations: see Contracts, Leases, and Agreements in

	Administrative Records section above; All others: 3 years
Grant records	Significant grants: permanent; Purchase/disposal of real property: 10 years after substantial completion, or 3 years after disposal, or as specified in agreement, whichever is longer; Other grant records: 3 years after annual or final expenditure report submitted and approved, or as specified in agreement, whichever is longer; Unsuccessful grants: 1 year after rejection/withdrawal
Improvement records, administrative and financial	Records of project cost: 3 years after disposal or replacement of facility, structure, or system; all other improvements: 10 years after substantial completion
Inventory records	Capitalized assets: 3 years after disposal or replacement; Expendable property: 3 years or until superseded, whichever is longer
Petty cash fund records	3 years
Purchasing records	3 years
Signature Authorization Records	6 years after superseded or expired
Subsidiary ledgers, journals and registers	Year end payroll register: 75 years; Trust fund ledgers: 3 years after fund closed; All others: 3 years
Travel records, employee	3 years
Unclaimed property report records	3 years after property is remitted to Department of State Lands
Vendor lists	Until superseded or obsolete

#### INFORMATION AND RECORDS MANAGEMENT RECORDS (OAR 166-150-0125)

Computer system maintenance records	System or component repair or service: life of system or component; Regular or essential records backup: 1 year after superseded or obsolete
Computer system program documentation	Migration plan: until superseded or obsolete; All others: 1 year after system superseded or obsolete
Computer system security records	3 years after superseded
Computer system Wiring Records	Current + previous version
Filing system records	3 years after superseded or abolished
Forms development records	Until superseded or obsolete
Information service subscription records	3 years
Information system planning & development records	Implemented: life of system; Unimplemented: 3 years

Microfilm and Imaging Quality Control records	Same as related microfilm or digital images
Records management records	Destruction: permanent; Records Retention Schedules: 5 years after superseded; All others: 5 years
Software management records	2 years after disposal/upgrade
Telecommunications system management records	Repair/service: 4 years; All others: 1 year after system superseded or obsolete
User support records	1 year

#### PAYROLL RECORDS (OAR 166-150-0155)

Deduction Authorization records	3 years after superseded, terminated, or employee separation
Deduction registers	State and federal taxes: 5 years; All others: 3 years
Employee time records	4 years
Federal and state tax records	Grant related: see Grant records in Financial section above; All others: 4 years
Garnishment records	3 years after resolution
Leave applications	3 years
Leave balance reports	Year end balance reports: 75 years after date of hire; All others: 4 years
Payroll Administrative reports	3 years
Payroll registers	Year end or month end registers: 75 years; All others: 3 years
Unemployment compensation claim records	3 years
Unemployment reports	3 years
Wage and tax statements	5 years
Withholding allowance certificates	5 years after superseded or employee separates

#### PERSONNEL RECORDS (OAR 166-150-0160)

Affirmative action records	Plans/updates/policy statements: permanent; All others: 3 years
Benefits continuation records	3 years after separation or eligibility expires
Collective bargaining records	Contracts/minutes: 75 years after contract expires; All others: 6 years after contract expires
Comparable worth study records	Final study/report: permanent; All others: 5 years

Criminal background check records	Log: until superseded or obsolete; All others: 90 days
Disciplinary Action records	Investigations resulting in termination: 10 years after employee separates; Investigations resulting in disciplinary action or exoneration: 3 years after resolution; Unfounded investigations: 3 years
Drug testing records (Non-USDOT only)	Positive results: 5 years; Negative results: 1 year
Employee benefit records	Year end leave balance reports or official copy of retirement enrollment record: 75 years after date of hire; All others: 3 years after separation or eligibility expires
Employee medical records	Hazard exposure records: 30 years after separation; All others: 6 years after separation
Employee personnel records	Letters of reprimand/notices of disciplinary action: 3 years; All others: 6 years after separation
Employee recognition records	6 years
Employee suggestion award records	Adopted suggestions: 2 years; Not adopted suggestions: 1 year
Employee eligibility verification forms (I-9)	3 years after date of hire or 1 year after separation, whichever is longer
Equal Employment Opportunity compliance records	3 years
Equal employment opportunity complaint records	3 years after final decision issued
Equal Employment Opportunity policy development records	Plans/updates/policy statements: permanent; All others: 3 years
Grievance and complaint records	3 years
Hazard exposure records	30 years after separation
Hearing test records	Until employee separation
Layoff records	3 years
Photo identification records	Until superseded or obsolete
Position description, classification and compensation records	3 years after superseded or obsolete
Recruitment and Selection records	Announcements, position descriptions and creation of test/rating scale: 10 years; Unsolicited applications and resumes: 3 months Unsuccessful applications and all others: 3 years after position filled or recruitment cancelled
Training program records	Significant program: 5 years; Enrollment and attendance records: 2 years; All others: 1 year
Volunteer Program Records	5 years



Volunteer Worker records	3 years after separation
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**RISK MANAGEMENT RECORDS (OAR 166-150-0200)**

Contractor liability insurance verification records	Improvement project: 10 years after substantial completion; All others: 6 years after expiration
Contractor performance bond records	Improvement project: 10 years after substantial completion; All others: 6 years after expiration
Hazard communication program records	75 years after superseded or obsolete
Hazardous substance employer survey records	Until superseded or obsolete
Incident reports	5 years
Injury reports	If claim filed: see Liability Claims records, below; If no claim filed: 3 years
Insurance fund claims	5 years
Insurance policy records	Group employee health/life, property and liability: 75 years after expiration if no claims pending; Other insurance: 6 years after expiration if no claims pending
Liability Claims records	If action taken: 10 years after case closed, dismissed, or date of last action; If no action taken: 3 years
Liability Waivers records	3 years
Master material safety data records	Until superseded or obsolete
Occupational injury and illness records	6 years
Personnel accident incident reports	10 years after case closed
Property damage records	If litigated: 10 years after case closed or dismissed, or date of last action; If not litigated: 3 years after date of last action
Risk factor evaluation records	4 years
Safety inspection and compliance records	10 years
Safety program records	Policies/plans/procedures: 5 years after superseded or obsolete; Inspection reports/evaluations/recommendations: 10 years; Committee minutes, exhibits, and agendas.: 3 years; All other records: 5 years
State accident insurance fund (SAIF) claim records	6 years after claim closed
State accident insurance fund (SAIF) injury reports	1 year

Vehicle Accident records	If litigated: 10 years after case closed or dismissed, or date of last action; If not litigated: 3 years
Workers' Compensation Claim records	Records describing injury/illness: see Employee medical records section, above; All others: 6 years after claim closed or final action
Workers' Compensation program records	6 years

**TREASURER/CONTROLLER (OAR 166-150-0210)**

Bancroft bond records	Bond receipts: 2 years; All others: 2 years after final payment, redemption, sale, or action
Bank transaction records	3 years
Bond expenditure reports	3 years
Bonds and coupons, paid	3 years
Bonds issued register	3 years after final payment
Investment records	3 years
Revenue sharing records	3 years
Tax turnover records	See Financial Records Section, above
Trust fund records	Records not duplicated elsewhere: 3 years after fund closed

## TILLAMOOK COUNTY TRANSPORTATION DISTRICT POLICY

<b>PUBLIC RECORDS</b>	<b>Number: 20</b>
Adopted by the Board of Directors on May 16, 2019 Amended November 19, 2020	<b>Pages: 3</b>

### Compliance

The District shall fully comply with the Oregon Public Records Law, ORS 192.311-192.478, attached as Exhibit A.

1. **Specificity of Request:** In order to facilitate the public's access to records in the District's possession, and to avoid unnecessary expenditure of staff time, the records requested must be described with particularity. Persons requesting access to or disclosure of public records for inspection or copying should provide the dates, subject matter and such other detail as may be necessary to enable District personnel to readily locate the records sought.
2. **Access:** The District will permit inspection and examination of its non-exempt public records during regular business hours in the District's offices. Copies of non-exempt public records maintained in machine readable or electronic form shall be furnished, if available, in the form requested. If not available in the form requested, such records shall be made available in the form in which they are maintained. ORS 192.324(3).

### Procedure and Fees

1. All requests for public records must be made through the District Manager's office located at 3600 Third Street, Suite A, Tillamook, OR 97141; or by email at [info@tillamookbus.com](mailto:info@tillamookbus.com). Requests may be directed toward the District's public records coordinator, Hailey Fields. A sample Request for Public Records is attached as Exhibit B.
2. The District may charge fees in order to recover its costs for responding to public records requests. If total fees are estimated to exceed \$25.00, the District will obtain prior written authorization from the requestor before proceeding with the request. Fees may be waived in whole or in part if the District determines that a waiver is in the public interest because the requestor's request primarily benefits the general public. A request will be considered closed if the requestor does not pay the required fee within the later of 60 days of being informed of the fee, or 60 days of the denial of any request for fee waiver or reduction. Any statutory timelines for the District's response shall be stayed pending receipt from the requestor of payment of the fees.

3. The following fee schedule has been adopted by the District:

- Copies of Public Records; Certified Copies: Copies of public records shall be .25¢ per copy for standard, letter size copies. Copies shall be certified for an additional charge of \$2.00.
- Copies of Audio Recordings: Copies of audio recordings, if available, of meetings shall be \$10.00 per copy, per meeting.
- Copies of Maps and Other Nonstandard Documents: Charges for copying maps or other nonstandard size documents shall be charged in accordance with the actual costs incurred by the District.
- Research Fees: If a request for records requires District personnel to spend more than 15 minutes searching or reviewing records before their review or release for copying, the minimum fee shall be \$30.00 per hour and additional charges shall be in ¼ hour increments. The District shall estimate the total amount of time required responding to the records request, and the person making the request shall make payment for the estimated cost of the search and copying of the records in advance. If the actual time and costs are less than estimated, the excess money shall be refunded to the person requesting the records. If the actual costs and time are in excess of the estimated time, the difference shall be paid by the person requesting the records at the time the records are produced.
- Additional Charges: If a request is of such magnitude and nature that compliance would disrupt the District's normal operation, the District may impose such additional charges as necessary to reimburse the District for its actual costs of producing the records.
- Reduced Fee or Free Copies: Whenever it is determined that furnishing copies of public records would be in the public's interest the Board or District Manager may reduce the fee or supply the requested records without cost. ORS 192.440(4).

4. If a person who is a party to a civil judicial proceeding to which the District is a party, or who has filed notice under ORS 30.275(5)(a), asks to inspect or to receive records the person knows relates to the proceeding or notice, the individual must submit the request in writing to both the District and the District's attorney.

5. The District reserves the right to restrict the inspection of some public records to the District's facilities. Information to be inspected at the District will be made available to individuals with disabilities in any appropriate format, and with any

appropriate accommodations, upon reasonable advance request. The District shall not charge any fees for such accommodations.

### **On-Site Review of Original Records**

If a request to review original records is made, the District shall permit such a review provided that search fees are paid in advance. A District representative shall be present at any time original records are reviewed, and the charges for standing by while the records are reviewed shall be the same as the charges for searching or reviewing records. At no time shall an original record of the District be removed from the District's files or the place at which the record is regularly maintained, except upon authorization of the Board of Directors or District Manager. If any person attempts to alter, remove or destroy any District record, the District representative shall immediately terminate such person's review, and notify the attorney for the District.

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

**Authorizing the General Manager to )  
Execute Columbia Pacific Coordinated )  
Care Organization Non-Emergent )  
Medical Transportation Services )  
Delegation Agreement and )  
Business Associate Agreement )**

**RESOLUTION NO. 20-29**

**WHEREAS**, Tillamook County Transportation District (TCTD) has the power to act as a broker for non-emergency medical transportation (NEMT) services under ORS Chapter 267; and

**WHEREAS**, TCTD and Columbia Pacific Coordinate Care Organization (CPCCO) recognize that such a brokerage arrangement for NEMT services creates efficiencies for and is in the best interest of both parties; and

**WHEREAS**, on July 19, 2018, TCTD and CPCCO executed the "Columbia Pacific CCO Non-Emergent Medical Transportation Services Delegation Agreement" (the "2018 Agreement") authorizing TCTD to act as a broker for NEMT services for CPCCO through June 30, 2019; and

**WHEREAS**, TCTD and CPCCO mutually agreed in writing to extend the term of the 2018 Agreement until the terms of a new agreement were negotiated; and

**WHEREAS**, TCTD and CPCCO desire to enter into a new agreement that will authorize TCTD to continue to act as a broker for NEMT services for CPCCO through December 31, 2021; and

**WHEREAS**, TCTD and CPCCO have negotiated the terms under which TCTD will continue to provide brokerage services, and have reduced such terms to writing; and

**WHEREAS**, TCTD and CPCCO desire to enter into the "Columbia Pacific CCO Non-Emergent Medical Transportation Services Delegation Agreement" and the "Business Associate Agreement" in a form substantially similar to the draft agreements attached hereto;

**NOW, THEREFORE, BE IT RESOLVED** by the Tillamook County Transportation District Board of Directors that:

the General Manager is authorized to finalize and execute the Columbia Pacific CCO Non-Emergent Medical Transportation Services Delegation Agreement and the Business Associate Agreement on behalf of the Tillamook County Transportation District.

INTRODUCED AND ADOPTED this 19<sup>th</sup> day of November, 2020.

ATTEST:

By: \_\_\_\_\_  
James Huffman, Board Chair

By: \_\_\_\_\_  
Doug Pilant, General Manager

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**COLUMBIA PACIFIC CCO  
NON-EMERGENT MEDICAL TRANSPORTATION SERVICES  
DELEGATION AGREEMENT**

This agreement (“Agreement”) is between Columbia Pacific CCO, LLC (hereinafter “CCO”) acting by and through its agreement with the Oregon Health Authority (“OHA”) to operate as a Coordinated Care Organization, and

Name: Tillamook County Transportation District  
Address: 3600 Third Street, Suite A  
Tillamook, OR 97141  
Contact name: Doug Pilant, General Manager  
Telephone: (503) 815-8283  
Email address: dpilant@tillamookbus.com

hereinafter referred to as “Delegate.”

**General Provisions**

**1. Effective Date and Duration**

The Agreement, effective as of January 1, 2020, is hereby amended and restated in its entirety effective as of January 1, 2021, “Effective Date”. The amendment and restatement of this Agreement does not affect its terms and conditions for Work prior to January 1, 2021. Unless extended or terminated earlier in accordance with terms provided for in this Agreement, this Agreement shall expire on December 31, 2021. Agreement termination shall not extinguish or prejudice CCO’s right to enforce this Agreement with respect to any default by Delegate that has not been cured.

**2. Entire Agreement/Merger Clause and Amendment**

- a. This Agreement consists of these General Provisions, and includes the following listed exhibits which are incorporated into this Agreement:

Exhibit A, Part 1:	Definitions
Exhibit A, Part 2:	Statement of Work
Exhibit A, Part 3:	Payment and Financial Reporting
Exhibit A, Part 4:	Insurance
Exhibit B:	Standard Terms and Conditions
Exhibit C:	Required Federal Terms and Conditions
Exhibit D:	Business Associate Agreement

- b. This Agreement and its exhibits represent the complete and entire understanding between the parties and supersede all prior agreements, understandings, or representations, oral or written, between the parties with respect to the subject matter hereof. Except as otherwise expressly provided in this Agreement, any representations, promises, warranties, or statements that differ in any way from the terms of this Agreement have no force or effect. This Agreement shall inure to the benefit of, and be

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binding upon the parties, their respective successors, heirs, legal representatives or personal representatives.

- c. No amendment or modification to the terms of this Agreement are valid unless made in writing and signed by each of the parties hereto. All exhibits and schedules, some of which in turn have attachments, which are attached hereto, are incorporated by reference into this Agreement.

### 3. Enrollment Limits and Service Area

For the purposes of this Agreement, Delegate's Service Area is all zip codes contained in the CCO service area as outlined in the CCO Contract.

Delegate agrees to provide non-emergent medical transportation services to all of CCO's Members, without an Enrollment Limit.

4. **Administration and Interpretation of Agreement.** The parties acknowledge and agree that this Agreement is subject to the terms and conditions of the CCO Contract between CCO and the Oregon Health Authority ("OHA"). The parties shall interpret and administer this Agreement in accordance with the CCO Contract, Section 4.2 titled "Administration of Contract" and Section

4.3 titled "Interpretation of Contract" which shall be incorporated herein by reference.

The parties further acknowledge and agree that in the event that any provision, clause or application of this Agreement is ambiguous with respect to the delegation of CCO Contract provisions by CCO to Delegate due to drafting, technical or similar issues, the parties shall interpret this Agreement in a manner consistent with the original intention of the parties, to allow CCO to delegate duties and obligations related to providing Non-Emergent Medical Transportation Services that are Covered Services, as outlined in the Statement of Work, to Members under the CCO Contract to Delegate as CCO deems reasonably possible and appropriate in light of Delegate's mission and objectives. Provided any conflict or inconsistency exists between any term or condition in this Agreement with the terms and conditions in the CCO Contract, this Agreement shall control.

Nothing in this Agreement shall terminate or limit CCO's legal responsibilities to OHA for the timely and effective performance of CCO's duties and responsibilities under the CCO Contract.

5. **Performance of Agreement.** Delegate agrees to perform its duties and obligations under this Agreement in accordance with the CCO Contract, applicable federal, state, and local laws, the terms and conditions of this Agreement, and all applicable policies and procedures adopted by CCO and its affiliates. CCO will make best efforts to provide Delegate with copies of all such policies and procedures. If Delegate fails to comply with any provision of this Agreement or with the policies and procedures of CCO and its affiliates, CCO may terminate this Agreement as outlined in the Termination provisions to this Agreement.

6. **Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original. By signatures below, the parties agree to be bound by the terms and conditions of this Agreement.

**CCO**

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Delegate**

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*[Remainder of Page Intentionally Left Blank]*

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## EXHIBIT A – PART 1

### Definitions

Capitalized terms used in this Agreement, but not otherwise defined in this Agreement, shall have the same meaning as those terms in the CCO Contract, including definitions incorporated herein by reference. Where capitalized terms are not defined in this Agreement, in the CCO Contract, or in the OARs cited in this Part, the terms shall have their commonly understood meaning and usage, including as applicable, the meaning as understood within the health care field and community.

The order of preference for interpreting conflicting definitions in this Agreement is (in descending order of priority):

- A. Express definitions in this Exhibit A, Part 1,
- B. Express definitions elsewhere in this Agreement or in the CCO Contract,
- C. Definitions in the OARs cited in Sections 1 and 2 below, in the order of those Sections.

For purposes of this Agreement, in addition to terms defined elsewhere in this Agreement, the terms below shall have the following meanings when capitalized. If a term below is used without capitalization in this Agreement, then the context determines whether the term is intended to be used with the defined meaning.

#### 1. Terms Defined in OAR 410-120-0000

This Agreement incorporates all of the definitions in OAR 410-120-0000, including but not limited to the definitions of:

Abuse	Dental Services
Acute	Dentist
Ambulance	Emergency Department
American Indian/Alaska Native (AI/AN)	Emergency Medical Transportation
Ancillary Services	False Claim
Benefit Package	Fraud
Citizen/Alien-Waived Emergency Medical (CAWEM)	Fully Dual Eligible
Claimant	Hospice
Client	Hospital
Clinical Record	Indian Health Care Provider (IHCP)
Contested Case Hearing	Indian Health Service (IHS)
Co-Payments	Individual Adjustment Request Form (DMAP 1036)
Community Mental Health Program (CMHP)	Institutionalized
Condition/Treatment Pair	Liability Insurance
Cost Effective	Managed Care Organization (MCO)
Covered Services	Medicaid
Date of Receipt of a Claim	Medical Assistance Eligibility Confirmation
Date of Service	Medical Assistance Program

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Medical Services	Recipient
Medical Transportation	Recoupment
Medically Appropriate	Referral
Medicare	Request for Hearing
Medicare Advantage	Retroactive Medical Eligibility
Medicheck for Children and Teens	Rural
Non-Covered Services	Sanction
Non-Emergent Medical Transportation	School Based Health Service
Services (NEMT)	Service Agreement
Nursing Facility	Subrogation
Out-of-State Providers	Termination
Overpayment	Third Party Liability (TPL), Third Party
Overuse	Resource (TPR) or Third party payer
Payment Authorization	Transportation
Post-Payment Review	Type A Hospital
Prepaid Health Plan (PHP)	Type B AAA
Primary Care Provider (PCP)	Type B AAA Unit
Prior Authorization (PA)	Type B Hospital
Provider	Urgent Care Services
Provider Organization	Utilization Review (UR)

2. Terms Defined by this Agreement:

- a. **“Agreement”** means this Non-Emergent Medical Transportation Services Delegation Agreement by and between CCO and Delegate including all exhibits, addenda and attachments, all of which are incorporated herein by reference.
- b. **“CCO Contract”** means the standard agreement by and between CCO and the State of Oregon, acting through the Oregon Health Authority (“OHA”) titled, “Oregon Health Plan, the Health Plan Services Contract” and “Cover All Kids Health Plan Services Contract” intentionally referred to in the singular in this Agreement as the “CCO Contract”, as may be updated, amended, modified, or supplemented from time to time.
- c. **“Central Dispatch”** means the centralized authorization and dispatch call center for Rides, defined infra.
- d. **“Clean Claim”** means a claim for Covered Services provided to a Member that (a) is received timely by CCO; (b) has no defect, impropriety, or lack of substantiating documentation from the Member’s medical record regarding the Covered Services; (c) is not subject to coordination of benefits or subrogation; (d) is on a completed, legible CMS 1500 form or UB-04 form or electronic equivalent that follows then current HIPAA Administrative Simplification ASC X12 837 standards and additional specific requirements in the Program Policies, including all then-current guidelines regarding coding and inclusive code sets; and (e) includes all relevant information necessary for CCO or Payor to (i) meet requirements of Laws and Program Requirements for reporting of Covered Services provided to Members, and (ii) determine Payor liability, and ensure timely processing and payment. A Clean Claim does not include a claim from a Contracted Provider who is under investigation for fraud or abuse, or a claim under review for Medical Necessity.
- e. **“Covered Services”** means a service for which CCO is responsible for payment as contained in the CCO Contract, Health Systems Division General Rules, and the Medical

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- Transportation Services rules under OAR 410-136-0000 et seq.
- f. **“Member”** means an individual properly enrolled with CCO and eligible to receive Covered Services at the time services are rendered.
  - g. **“Member Reimbursement”** is defined as payment to a Member that includes but is not limited to miles, meals, and lodging.
  - h. **“Non-Emergent Medical Transport”** (“NEMT”) is defined as transportation by (1) van, including wheelchair lift-equipped vans; (2) sedan service; (3) taxi service; (4) stretcher car service; and (5) secure transport. Non-Emergent Medical Transport also includes Member transportation reimbursement, bus tickets and passes, common carrier, and voucher programs.
  - i. **“Policies and Procedures”** means the criteria and methods pertaining to participation, compensation, payment rules, processing guidelines, medical policy, utilization management, quality improvement, fraud and abuse, health benefit plan standards, and such other matters determined from time to time by CCO.
  - j. **“Ride(s)”** means NEMT Services for a Member either to or from a location where Covered Services are provided. Ride(s) does not include Member reimbursed medical transportation or ambulance transportation requiring an Emergency Medical Technician.
  - k. **“Transportation Provider Standards”** means the service standards which CCO requires Delegate to meet.
  - l. **“Utilization Management”** (“UM”) is defined as the evaluation of medical necessity, appropriateness, and efficiency of the use of healthcare services, procedures, and facilities under the provisions of the Oregon Health Plan.
  - m. **“Volunteer”** means an individual selected, trained and under the supervision of Oregon Department of Human Services (DHS) and brokered by Delegate who is providing services under this Agreement in a non-paid capacity except for incidental expense reimbursement.
  - n. **“Work”** means the required activities, obligations, tasks, deliverables, reporting, and invoicing requirements as defined herein, in this Agreement, and, where relevant, the CCO Contract.

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## EXHIBIT A – PART 2

### STATEMENT OF WORK

1. **Member Rights.** Delegate shall:

- a. Require and cause its Subcontractors, Providers, and Volunteers to require, that CCO Members are treated with respect, due consideration for Member's dignity and privacy, and the same as non-Members or other customers who receive services equivalent to Covered Services consistent with the requirements of this Agreement and OAR 410-141-3590, Oregon Health Plan ("OHP") Member Rights and Responsibilities and CCO Policies and Procedures;
- b. Ensure and cause its Subcontractors, Providers and Volunteers to ensure, that each CCO Member is free to exercise said Member's rights, and that the exercise of those rights does not adversely affect the way Delegate, its staff, subcontractors, providers or volunteers treat Members. Delegate shall not discriminate in any way against Members when those Members exercise their rights under the Oregon Health Plan;
- c. Not deny, and shall cause all subcontractors or volunteers to not deny, any Member Non-Emergent Medical Transportation Services on the basis of race, color, sex, sexual orientation, gender, religion, national origin, creed, marital status, age, health status or the presence of any sensory, mental, or physical disability;
- d. Not bill or hold any Member responsible for payment for Non-Emergent Medical Transportation Services.

2. **Covered Services.** CCO hereby delegates to Delegate and Delegate hereby accepts delegation of, and agrees to provide to Members certain Covered Services delineated in, relevant parts, Exhibit B, Part 2, Section 5 of the CCO Contract associated with NEMT Services and as further particularized in this Agreement. Delegate expressly assumes the duties, obligations, rights, and privileges applicable to "Contractor" as described in the designated exhibits, parts, and sections of the CCO Contract, as they relate to providing certain Non-Emergent Medical Transportation Services that are Covered Services and that are further enumerated herein.

Delegate shall provide NEMT Services on behalf of CCO to CCO's Members directly or through subcontracts with Transportation Providers.

3. **Operations.**

- a. General Operations.
  - i. Delegate will provide access to Brokerage Call Centers for ride requests with a toll-free number. Delegate shall ensure that all Call Centers comply with all applicable terms and conditions set forth in Para. f. of Sec. 5, Ex. B, Part 2 of the

CCO Contract titled, *NEMT Call Center Operations*. In particular, Call Centers shall:

[a] Operate at minimum Monday through Friday from 9:00 a.m. to 5:00 p.m., but may close the call center on New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving, and Christmas.

[b] Shall provide an after-hours message in, at a minimum, English and Spanish during any hours the Call Center is closed. The after-hours message must:

- (1) Explain how to access alternative transportation arrangements, in a manner that does not require Member to place a second call; and,
- (2) Offer the caller the opportunity to leave a message.

- ii. Delegate will provide after-hours call center service to provide transports for after-hour hospital discharges or urgent ride requests.
- iii. Emergent Need. Providing Emergent Medical Transportation is not part of Delegate's obligation under this Agreement but available to CCO Members. Delegate shall have procedures for referring Members requesting Emergent Medical Transportation to 911 Emergency Services.
- iv. Medicare Supplemental Transportation Benefit. Delegate shall have processes and procedures in compliance with the Brokerage Manual for the CareOregon Advantage ("COA") Plus Gym and Pharmacy Transportation Benefit. Said benefit is meant to provide supplemental transportation for COA Plus members and remove transportation barriers in order to access eligible gyms and pharmacies.
- v. Delegate will ensure timely communication and collaboration with CCO and other necessary parties for sharing NEMT request information including knowledge concerning special needs of any particular Member and any other programmatic material that will support a timely and safe transportation of all Members.
- vi. Delegate will provide online portal for Members and medical providers to schedule ride requests for Members already enrolled into NEMT services.
- vii. Delegate will provide all equipment and staff necessary for adequate operation of the NEMT benefit, including the purchase of workstations, computers, computer peripherals, and software (hereinafter "Equipment"). Vehicles are excluded from the definition of Equipment and from Reimbursement under this Agreement.

b. Communication Materials For Members.

- i. Delegate and CCO will collaborate to develop materials to educate and outreach

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to Members about their options to access NEMT services. At minimum, the partnership will collaborate to develop material to inform Members of their rights and responsibilities for accessing the NEMT benefit. Delegate shall not implement any changes to Member outreach and education materials without prior approval from CCO. The information must contain:

- [a] Operation hours.
- [b] How to register and request a ride along with how to access mileage, lodging, and meal reimbursements.
- [c] Public transit and shared-ride options.
- [d] Programmatic elements pertaining to vehicle-provided rides, reimbursement, public transit and shared-rides information.
- [e] An individual's rights and responsibilities to access their benefits and healthcare services as according to the Oregon Health Plan.
- [f] Member's right to request preferred transportation providers for vehicle-provided rides.
- [g] How to file a complaint, compliment, or appeal a denied NEMT request.

c. Policies and Procedures.

i. The Delegate and CCO will develop and implement processes to deliver the NEMT services efficiently, and in a manner that minimizes costs while meeting Members' needs.

ii. Policies and Procedures will include, but are not limited to:

- [a] NEMT requests, authorizations, and denials
- [b] Registration and Level of Service assessments
- [c] Ride Assignments, Dispatch, and Preferred Transportation Providers
- [d] Mileage, lodging, and meal Reimbursement
- [e] Volunteer Driver
- [f] Public Transit and shared-rides
- [g] Non-Emergent Ambulance authorizations and payment
- [h] Grievance and Appeals
- [i] Network Management
- [j] Quality Improvement practices
- [k] Accommodation of, on occasion, short notice and medically urgent ride requests.

#### 4. Eligibility, Level of Service Assessments, and Dispatch

a. Eligibility.

i. Delegate shall verify Member's eligibility prior to scheduling or submitting reservation requests for NEMT services by screening and confirming:

- [a] Member's enrollment with CCO, including that the Member's CCO enrollment is up-to-date and that the Member's benefit package



includes NEMT services. Delegate will confirm enrollment through various means, including:

- (1) Reviewing Eligibility Files. CCO shall provide access to Eligibility Files. In addition, Delegate shall review electronic eligibility information as determined by the Brokerage Manual.
- (2) Accessing and utilizing the Oregon Health Authority's Provider Web Portal at <https://or-medicaid.gov> or Division of Medical Assistance Programs (DMAP) Provider Services telephone number (800-336-6016) to verify any client's eligibility in CCO enrollment or receiving services under DMAP;
- (3) Contacting CCO to provide additional support in verifying enrollment, notably when eligibility information is conflicting or not available by other means.

[b] That the service for which NEMT Service is requested is a Covered Service or Health-Related Service (referred to herein as "Flex Rides") as further defined in the CCO Contract.

ii. Delegate will not seek payment from CCO for services provided to ineligible members unless Delegate verified member eligibility through the process above prior to providing services, and the member is later determined to have been ineligible.

b. Registration and Level of Service Assessments. Delegate shall assign Rides based upon an assessment of a Member's resources and abilities as directed infra in Sec. 4, Ex. A, Part 2 of this Agreement. Subsequently, Delegate shall consider in its assignment: cost; appropriate equipment; any factors related to transportation provider capabilities, transportation provider availability, and transportation provider past performance; and any other reasonable factors as deemed appropriate.

i. Delegate is responsible for assessing a Member's resources and abilities to find the most appropriate ride type available that is cost efficient. This assessment will occur at the registration of the first-time request of a new Member accessing their NEMT benefit. Delegate will include, in its assessment of a member, any additional special needs including, but not limited to whether the Member:

[a] Will be accompanied by an attendant, including those permitted under OAR 410-141-3935, and if so, whether the Member requires assistance and whether the attendant meets the requirements for an attendant;

[b] Is under the age of twelve (12) and will be accompanied by an adult;

[c] Has any special conditions or needs, not known by CCO, and modify, as may be required, the NEMT Services in accordance with OAR 410-141-3950.

[d] Based on approval of previous NEMT services, Delegate shall display Members' permanent and temporary special needs, appropriate mode

of transportation, and any other information necessary to ensure that appropriate transportation is approved and provided.

- ii. CCO will provide additional supporting information to determine a Member's physical and mental health abilities in order to assist Delegate in determining the most appropriate ride type available that is cost efficient.
  - iii. CCO will provide any known updates in health status that would qualify Member for any higher level of transport type that Member is unable to report themselves. Delegate will request information from CCO verifying any reported significant health status change that would qualify Member for any higher level of transport type that Member is unable to report themselves or medical necessity of a previously lower level of service already authorized.
  - iv. Delegate shall maintain records reporting the reasons for Ride assignments.
- c. Scheduling, Ride Assignment & Dispatch. Delegate will:
- i. Permit a Member or a Member's Representative to make a request for NEMT services on behalf of that Member. For purposes of this Para. c, Sub. Para. i., Sec. 4, Ex. A, Part 2, Representatives include the Member's Community Health Worker, foster parent, adoptive parent, or other Provider delegated with this authority.
  - ii. Approve and schedule or deny a request for NEMT Services (including all legs of the trip) within twenty-four (24) hours of receiving the request. This timeframe shall be reduced as necessary to ensure the Member arrives in time for such Member's appointment. In so doing, Delegate shall:
    - [a] Make every reasonable effort to arrange rides including with same day notice.
    - [b] Schedule ongoing Member appointments for a minimum of one month and accept multiple ride requests at one time for a Member.
    - [c] Allow Members or their Representatives to schedule NEMT services up to ninety (90) days in advance.
  - iii. Notify Members requesting NEMT Services of approval or denial, in full or in part, of the request by adhering to the following:
    - [a] If NEMT service is approved, this notification shall include information about the transportation arrangements and logistics of a vehicle-provided ride as further elucidated in the CCO Contract.
    - [b] Delegate will make every attempt to notify Member of the determination including, when appropriate, details of the transportation arrangements prior to the date of the NEMT service.

- (1) Delegate shall provide this notification to a Member within twenty-four (24) hours of receiving the request and, when possible, whichever comes sooner:
  - (i.) During the phone call requesting the NEMT Service; or,
  - (ii.) As soon as the transportation arrangements are in place and prior to the date of the NEMT Service.
- (2) Otherwise, if NEMT Request requires CCO review prior to approval at the time of request, Delegate shall obtain the Member's preferred method of communication (e.g., phone call, email, fax) and preferred time of contact.

[c] Delegate will document all notifications, including all attempts to notify Member.

[d] If NEMT Service is denied, denial and timeliness of notification must be in accordance with OAR 410-141-3835 through 410-141-3915, 410-141-3920(6), and OAR 410-141-3950(2).

- iv. Schedule a single transport with an alternate subcontractor or volunteer if the subcontractor or volunteer originally authorized to provide the transport is unable to provide the transport.

## 5. Program Components.

### a. Mileage Reimbursement.

- i. The Delegate will offer a mileage, lodging, and meal reimbursement program for Members. Mileage reimbursement is offered when Member or a friend or family member has a vehicle but may not have the means to afford to get to their medical appointments. Lodging and meal reimbursement programs are offered primarily for travel to out-of-area or state medical providers that are far enough to require an overnight stay.
- ii. The Delegate will determine and administer the most appropriate method of reimbursement program to Members as they see fit.
- iii. The Delegate and CCO will develop a program guide to describe how Member may qualify for and access the reimbursement program.

### b. Volunteer Drivers.

- i. The Oregon Department of Human Services (DHS) trains and manages a corps of volunteers. DHS supervises and assumes all liability for each volunteer provided by law. OAR 410-136-3020(17).
- ii. Delegate may utilize DHS volunteers to provide medical transportation. Delegate is not required to use DHS volunteers in the provision of any Service to

Members under this agreement. OAR 410-136-3020(17).

- iii. If Delegate decides to utilize DHS volunteers as drivers, Delegate will provide such volunteer(s) with any equipment necessary to provide rides for CCO Members.
- iv. Under ORS 409.360, in the performance of Services under this Agreement, OHA Volunteers are agents of the State and not Agents of CCO or Delegate in the performance of activities on behalf of and under the direction of OHA, and as such shall have the benefit of, and be subject to, the Oregon Tort Claims Act (OTCA) unless otherwise disqualified under the OTCA. Delegate will make every reasonable effort to:
  - [a] Promptly report any claim or occurrence of which Delegate has actual knowledge that could give rise to a claim in writing to Risk Management Division, 1225 Ferry Street SE, U150, Salem, Oregon 97301 (or any subsequent address of such division) and to CCO; and,
  - [b] Cooperate fully in the investigation and defense conducted by the State of any claim covered by the OTCA and otherwise comply in all respects with the OTCA. If Delegate offers dispatch services for OHA volunteer drivers, Delegate, at its option may utilize OHA volunteers and OHA assumes all liability for each OHA volunteer as provided by law.

c. Non-Emergent Ambulance Transports

- i. Delegate will authorize and coordinate Non-Emergent Ambulance Transports on behalf of CCO. Delegate will assist ambulance providers in completing authorization form that authorizes amount of payment based on ride type and level of medical monitoring needs. Delegate will provide payment based on the authorization form and approved cost in accordance with the Brokerage Manual.
- ii. Delegate will assist ambulance providers by providing education on relevant policies and procedures.

**6. Utilization Management (“UM”).**

**a. Outlined Activities.**

- i. The Delegate will be provided the authority to make decisions to provide rides based on Member Eligibility and verification that the ride is to a Covered Service, as described supra in Section 4. of Ex. A, Part 2 to this Agreement, as part of UM activities prior to the evaluation of medical necessity under the provisions of Covered Services and Member Eligibility.
- ii. CCO will provide UM review activities for urgent or same day ride requests, out-

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of-area, out-of-state, higher level of service based on medical necessity, and any requested information from Delegate that might require clinical review for medical necessity, along with any ad-hoc requests.

- iii. Delegate will perform appointment verifications to check on Member attendance for continuing service requests by contacting the medical provider or volunteer of the Covered Services on a minimum of five percent (5%) of all rides provided under this Agreement prior to the ride to ensure the Member is being transported to a Covered Service.

- [a] CCO, Delegate, and any other appropriate party will collaborate on operational implementation of appointment verification.
- [b] At a minimum, all same-day and/or urgent requests should be verified at time of request.
- [c] Mileage Reimbursement will require Member submissions to verify appointment attendance.

- b. **Prior-Authorization Requirements.** Delegate shall follow CCO's procedures for initial and continuing authorizations for services provided that such authorizations does not violate any Applicable Law, regulation, or contractual obligation within the CCO Contract. In addition, Delegate must obtain authorization for Covered Services from CCO, except to the extent prior authorization is not required under applicable rules, regulations, or elsewhere in the CCO Contract.

- i. Out-of-area. Delegate will utilize CCO clinical network systems to verify if services are available within CCO's Service Area.

- ii. Out-of-state.

- [a] Delegate will request medical prior-authorization from CCO prior to approving out-of-state NEMT service(s). CCO requires that any out-of-state service(s) that surpasses OAR 410-141-3930 service area parameters shall require an evaluation for medical necessity and a verification that no medical providers located inside the state of Oregon can provide said service(s).
- [b] Delegate shall arrange for and purchase commercial airline tickets (or most appropriate mode of transportation) in accordance with OHA guidelines for qualifying out-of-state travel approved by CCO for medical necessity and any necessary ground travel to and from an airport or other departure location within Oregon. Delegate may utilize any procurement method and criteria to purchase airline tickets an any necessary travel to and from an airport or other departure location within Oregon, subject to the only requirement to use the least expensive mode of transportation that meets the non-emergent medical needs of the Member.

[c] Delegate shall provide the reimbursement options to Members for their out-of-state meals, mileage, and lodging expenses in accordance with OAR 410-141-3960 and shall not seek additional reimbursements for these costs from CCO outside of the Payment Provisions in Exhibit A, Part 3 of this Agreement.

- c. **Denials.** For purposes of this Section 6 of Exhibit A, Part 2 to this Agreement, Delegate will provide appropriate denial of individual NEMT Service requests.
  - i. The Delegate will establish an immediate secondary review process by an employee other than the initial screener prior to the denial of any ride.
  - ii. Within seventy-two (72) hours of denying a ride, Delegate will send a letter to the Member, with a copy to CCO, explaining why the Member's ride has been denied.
  - iii. CCO will provide Delegate with regulatory template and guidance for appropriate denial reasons and compliance procedures.
  - iv. Consistent with 42 CFR 431.231, Delegate will reinstate denied NEMT services under certain circumstances.

## 7. Grievance and Appeals.

- a. Subject to CCO's reservation of authority over final adjudication of grievances and appeals and subject to CCO's oversight activities, Delegate shall develop and implement a Grievance System with CCO supported with written procedures under which CCO Members or Providers acting on their own behalf may challenge any Action that includes a Grievance process, Appeals process, and explains access to and the process of Contested Case Hearings.
- b. As applicable, the shared Grievance System shall meet the requirements of the CCO Contract to the extent such requirements are applicable, OAR 410-141-3875 through 410-141-3915, 42 CFR 438.400 through 438.424, and any other applicable provisions of this Agreement.
- c. CCO will provide training and technical assistance to support Delegate's responsibility to develop and implement a Grievance System and produce a policy and procedure. CCO will support development of documentation for Grievance and Appeals Member communication.
- d. Delegate will determine protocols for receiving expressions of dissatisfaction, concerns, problems, or issues from Members, Member Representatives and/or network providers about NEMT services and attempt to resolve those complaints in a timely manner.
- e. CCO will be responsible for accepting and processing Member appeals for any NEMT Actions issued; CCO will develop procedures and communicate to Delegate about appeals that may require investigation and, when appropriate, Delegate and CCO agree to collaborate to resolve and process individual appeals.

- f. Delegate shall provide to all transportation network subcontractors, at the time they enter into a subcontract, the following procedure and timeframes for Member rights to Grievance, Appeal, and Contested Case Hearings:
  - i. How to file grievances and appeals and the requirements and timeframes associated with such filings; the toll-free numbers to file oral Grievances and Appeals;
  - ii. The Members' rights to a Contested Case Hearing including how to obtain a hearing and rules regarding a Member's representation at said hearing;
  - iii. Members' rights to request continuation of benefits during an appeal or Contested Case Hearing along with information that if Delegate's Action is upheld in a Contested Case Hearing, the Member may be liable for the cost of any continued benefits; and,
  - iv. Any state-determined provider appeal rights to challenge the failure of the organization to cover a service.
  
- g. On a quarterly basis, Delegate shall document all Grievances and Appeals using the approved state grievance log sheet. Delegate shall submit each prepared Grievance Log Sheet accompanied with the quarterly Grievance and Analysis Report to CCO no later than thirty (30) days following the end of each calendar quarter. Delegate shall monitor the Grievance Log Sheets on a monthly basis for completeness and accuracy. On a quarterly basis, or upon request, Delegate shall submit to CCO a number of copies of the Notice of Actions that Delegate has sent to Members for submission to the State with the quarterly report.

**8. Provider and Delivery System.**

- a. Delegate is solely responsible for subcontracting any vehicle and driver services needed to support the CCO NEMT benefit.
  
- b. Delegate must follow Vehicle Equipment and Subcontractor Standards found in OAR 410-136-3040.
  
- c. Delegate will be responsible for disseminating information and regulations that pertain to Member rights and responsibilities, vehicle and driver safety standards, and Covered Services to subcontractors at time of onboarding.
  
- d. CCO will support Delegate oversight activities for provider and delivery system upon request.
  
- e. Delegate shall be responsible for consistent and regular communication and data sharing with CCO related to achieving performance metrics, regulatory requirements regarding grievances, and operations related to direct delivery of services.

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## 9. Quality and Performance Outcomes and Requirements.

- a. **Member Satisfaction Surveys.** CCO and Delegate will jointly develop and periodically administer a Member satisfaction survey; the results of which will be used to identify potential operation deficiencies and opportunities for program improvements within the transportation programs.
  
- b. **General Reporting.**
  - i. Unless otherwise exempt pursuant to subsection (iii) of this section, Delegate shall timely provide to CCO such call center data and recordings as CCO may reasonably require from time-to-time as necessary to prepare reports necessary to fulfill CCO's reporting obligations pursuant to the CCO Contract; including without limitation, Delegate shall submit to CCO no later than the 30<sup>th</sup> day of the following month, document the number of services for NEMT Services, modes of transportation being used, and operating costs of the NEMT program.
  
  - ii. Delegate will provide CCO with audit reports for all NEMT requests, provided and denied services using the agreed upon detailed transportation billing codes, no later than the 15th day of the following quarter, or upon CCO's request.
  
  - iii. Where Delegate has granted CCO such access to Delegate's call center and NEMT services systems so as to enable CCO to generate the reports required by subsections (i) and (ii), Delegate will be exempt from these reporting requirements.
  
- c. **External Quality Review.**
  - i. CCO will perform quality improvement activities that review individual and aggregate performance of Delegate in delivery of Covered Services. Review may include but is not limited to:
    - [a] Whether services are or were appropriate, cost effective, and in compliance with standards for timeliness and accessibility;
    - [b] Member grievances and appeals and the evaluation of Member satisfaction with the transportation provided.
  
  - ii. **Quality Improvement.** In conformance with 42 CFR § 438, Subpart E, Delegate shall, and shall require its subcontractors and Participating Providers to, cooperate with CCO, its Affiliates, and OHA by providing access to records and facilities for the purpose of an annual, external, independent professional review of the quality outcomes and timeliness of, and access to, Covered Services furnished under this Agreement, pursuant to Section 8. of Exhibit B, Part 10 of the CCO Contract.



- iii. **Member Satisfaction Surveys.** CCO and Delegate will jointly develop and periodically administer a Member satisfaction survey; the results of which will be used to identify potential operation deficiencies and opportunities for program improvements within the transportation programs.
- d. **Performance Metrics.** If desired, CCO and Delegate will work in partnership to define any additional performance metrics that are relevant to provision of services and operation of the NEMT benefit. Such additional performance metrics may be implemented if mutually agreed upon by CCO and Delegate.
- e. **Monitoring and Compliance Review.**
  - i. **Delegation Oversight.** As a delegate under the CCO Contract, Delegate agrees to participate in CCO's required monitoring and delegation oversight activities as listed in Exhibit B, Part 4, Section 11 of the CCO Contract, including but not limited to:
    - [a] Ongoing oversight and monitoring of Delegate's compliance with the terms of this Agreement.
    - [b] At least once per year, cooperating with CCO to produce a formal review of Delegate's performance under this Agreement, referred to as the "Annual Subcontractor Performance Report" in the CCO Contract. The Annual Subcontractor Performance Report will include, at a minimum, the following:
      - (1) An assessment of the quality of Delegate's performance or contracted Work;
      - (2) Any complaints or Grievances filed in relation to Delegate's Work;
      - (3) Any late submission of reporting deliverables or incomplete data;
      - (4) Whether employees of the Delegate are screened and monitored for federal exclusion from participating in Medicaid;
      - (5) The adequacy of Delegate's compliance functions including all Fraud, Waste, and Abuse policies and procedures required in Exhibit B, Part 9, Section 11-18 of the CCO Contract and set forth infra, Section 10 of this Exhibit A, Part 2.
      - (6) Any deficiencies that have been identified by OHA related to work performed by Delegate.
  - ii. Upon identification in writing by CCO, OHA, or their respective designees of issues with Delegate's performance, including indications that quality, access, or expenditure management goals are being compromised, that Member rights or health are being negatively affected, or any other notable deficiencies or

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material breach(s) of this Agreement, Delegate shall cooperate with CCO in developing and implementing, within thirty (30) days, a written Corrective Action Plan to remediate the identified issue(s) and establish service improvements.

[a] Such remediation could include additional analysis of underlying data and gathering supplementary data to identify causes and trends, followed closely by interventions that are targeted to improve outcomes in the problem areas defined.

[b] If the interventions undertaken in execution of this section do not result in improved performance in identified areas of concern within ninety (90) days, subsequent actions may include terminating Agreement with Delegate.

iii. The actions in this section are in addition to any other rights CCO may have under the Agreement, at law, or in equity.

**EXHIBIT A – PART 3  
PAYMENT AND  
FINANCIAL REPORTING**

Where applicable to each section herein, Ex. A, Part 3, Delegate shall follow and use Statutory Accounting Principles in the preparation of all financial statements and reports filed with CCO, unless CCO policies and procedures or written reporting instructions allow otherwise.

Delegate shall maintain sound financial management procedures and demonstrate to CCO through proof of financial responsibility that it is able to perform the work required under this Agreement efficiently, effectively and economically while also complying with all other requirements specified by this Agreement.

Delegate shall cooperate with CCO to submit any information necessary for CCO to complete the reporting required under Exhibit L of the CCO Contract including but not limited to annual, quarterly, and audited financial statements as needed.

1. Compensation

- a. No later than the 15<sup>th</sup> day of each month, CCO will advance Delegate a base payment of \$10.89 per member per month (“PMPM” or “Payment”) for total CCO membership per the monthly 820 report from OHA.
- b. Payment Contingent on CCO Receiving Payment. Under Exhibit B, Part 4, Section 11(d) of the CCO Contract, Delegate understands and agrees that if CCO is not paid or not eligible for payment by OHA for services provided because the applicable CCO is not paid, Delegate will not be paid or be eligible for payment by OHA.
- c. Payment Process for Flex Rides. No later than forty-five (45) days after the end of each month, Delegate will prepare and present to CCO a separate invoice reflecting Flex Ride costs. CCO will review and reimburse Delegate for any Flex Ride costs within thirty (30) days of said Flex Ride invoicing and reporting.
- d. Payment Process for Medicare Supplemental Transportation Rides. No later than forty-five (45) days after the end of each month, Delegate will prepare and present to CCO a separate invoice reflecting Medicare Ride costs. CCO will review and reimburse Delegate for any Medicare Ride costs within thirty (30) days of said Medicare Ride invoicing and reporting.
- e. Delegate shall, in good faith, prepare and timely submit all invoices, reports, or other necessary information required for CCO to process payment.

2. Revenue Approach.

- a. Reconciliation process. No later than thirty (30) days after the end of each quarter, Delegate will send CCO the revenue and expenditure reports for the quarter to CCO for review. The parties will review the records and settle any payments within thirty (30) days after initial receipt of reports. Flex Ride and Medicare Supplemental Transportation Ride reimbursements will not be subject to this reconciliation process.
- b. Risk corridor. The parties agree that in the event Delegate's revenues exceed its expenses, Delegate will retain fifty percent (50%) of the amount of the PMPM advance received from CCO in the quarter that revenue exceeds expenses and CCO will retain the other fifty percent (50%). This additional revenue shall be used to help build Delegate's reserve account. CCO will be liable for 100% of losses incurred and Delegate will not be liable for any losses. Delegate shall work in good faith toward achieving and remaining in a net gain position.

3. Financial Administration.

- a. Delegate will establish and maintain a separate NEMT bank account to pay for all expenses incurred for CCO Members and to hold reserves. The reserve account is intended to fund quarterly true-up if needed and to build reserves for future NEMT risk and gain participation by Delegate.
- b. CCO agrees to maintain its own reserve fund at levels sufficient to cover standard ride costs, and shall not use reserve funds to pay for Flex Rides should the reserve amount drop below \$250,000.
- c. On a quarterly basis, CCO and Delegate will assess the financial impact of the risk sharing agreement and reserve amount to ensure the terms of this agreement are sufficient.

4. CCO and Delegate will review this compensation agreement to renegotiate any of the above described details based on the below.

- a. Both parties recognize that the rates discussed herein are subject to fluctuations in cost that are out of their control including, but not limited to, OHA rate changes, gas rate fluctuations, and CCO membership increase or decrease. CCO and Delegate agree to renegotiate the PMPM when necessitated by such factors. These rate negotiations will be built into the partnership on a regular basis to ensure responsiveness to such fluctuations. Both parties value the principle of managing NEMT at sustainable rates.
- b. On a quarterly basis and more frequently as needed, CCO and Delegate will assess the financial impact of the risk sharing agreement and reserve amount to ensure the terms of this agreement are sufficient.

5. Records and Encounter Data.

a. Records. Delegate shall maintain documentation of NEMT Services provided to CCO Members ("Encounter Data"). This documentation shall include at least the following:

- i. Name of Member or person requesting the ride or service on behalf of the Member (both if different);
- ii. Member's DMAP ID number;
- iii. Date and time of original request;
- iv. Date and time of requested transportation OHP Covered Service;
- v. Type of transportation authorized for Member;
- vi. Pick up location;
- vii. Destination;
- viii. Covered Service, or type of Covered Service, Member is being transported to;
- ix. Availability of other transportation resources to Member;
- x. Approval or denial of transport and level of transport authorized;
- xi. Reason for denying transportation to a Member;
- xii. Justification of type of transportation authorized (if appropriate);
- xiii. Person approving/denying request;
- xiv. Subcontractor assigned;
- xv. Date and time subcontractor notified.

b. Claims processing. Delegate shall submit to CCO claims in such form, and containing such information and supporting documentation, as is specified by CCO Policies and Procedures. Delegate shall submit claims to CCO no later than 120 days after the Covered Service is provided. Provider shall submit claims to CCO no less frequently than once a month. Delegate, by submitting each claim thereby, certifies that all claims, submissions and/or information Delegate submits to CCO hereunder is and shall be true, accurate, and complete. Delegate acknowledges that Payment shall be from federal and state funds, and therefore any falsification or concealment of material fact by Delegate may be prosecuted under federal and state laws. All billing and Payments will be processed pursuant to the provisions in this section, and the claims submissions will be considered encounter data and no payment associated with those claims.

c. Encounter Data. Delegate shall submit all Encounter Data to CCO electronically. Delegate must submit all data in an 837 HIPAA compliant format and as set forth in HIPAA's Implementation Guides, DHS' 837 Companion Guides and system specifications supplied by DHS. The Encounter Data must constitute the minimum data elements required for DHS processing. DHS requires an 837P format and the following minimum data elements for DHS processing of encounters:

- i. Delegate to report NPI and Provider Taxonomy Code, as applicable, must be used pursuant to 45 CFR 162.410 and 162.412;
- ii. ICD-10-CM diagnosis code authorized for transportation purposes;

- iii. Date(s) of Service;
- iv. Modifier(s);
- v. Procedure code(s) (e.g., CPT, HCPC) (if applicable);
- vi. Quantity of units of service;
- vii. Amount paid by Delegate to Subcontractor pursuant to OAR 410-120-1295 for non-participating providers or the rate so deemed agreeable between subcontracted provider and Delegate;
- viii. Any third-party liability payments including Medicare.

6. Risk of Insolvency

- a. Delegate assures that it is able to perform the Work required under this Agreement efficiently, effectively and economically and is able to comply with the requirements of this Agreement. As part of the proof of financial responsibility, Delegate shall provide assurances satisfactory to CCO, that Delegate's provision(s) against the risk of insolvency are adequate to ensure that Members will not be liable for Delegate's debts if Delegate becomes insolvent.
- b. Delegate shall provide solvency protection through maintenance of a restricted reserve account, or other means approved by CCO.
  - i. Funds held in the restricted reserves, if any, shall be made available to CCO for the purpose of making payments to providers in the event of Delegate's insolvency. Insolvency occurs when Delegate is unable to pay debts when due, even if assets exceed liabilities.
  - ii. If any of the information that forms the basis for determining the manner or amount of a restricted reserve account is eliminated, changed, or modified in any manner, Delegate shall immediately notify CCO.
  - iii. Failure to maintain adequate financial solvency, including solvency protections specified pursuant to the requirements of this Agreement shall be grounds for termination under this Agreement at CCO's sole discretion.
- c. In the event that insolvency occurs, Delegate remains responsible for providing covered services for Clients through the end of the period for which it has been paid.

## EXHIBIT A - PART 4

### INSURANCE

Required Insurance: Delegate shall obtain at Delegate's expense the insurance specified in this Exhibit A,

Part 4 prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement and all warranty periods. Delegate shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to CCO. The requirements of this section are subject to the limits of the Oregon Tort Claims Act (ORS 30.260 et seq.) to the extent it applies to each of the parties.

1. **Workers Compensation:** All employers, including Delegate, who work under this Agreement in the state of Oregon, shall comply with ORS 656.017 and provide the required Workers' Compensation insurance coverage, unless such employers are exempt under ORS 656.126. Delegate shall require and ensure that each of its subcontractors complies with these requirements.
2. **Commercial General Liability:** Delegate shall obtain, at Delegate's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the CCO. This insurance shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Agreement. Coverage shall be written on an occurrence basis in an amount not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$3,000,000.
3. **Automobile Liability Insurance:** Delegate shall obtain, at Delegate's expense, and keep in effect during the term of this Agreement, Automobile Liability Insurance covering Delegate's business use, including coverage for all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Delegate shall provide proof of insurance of not less than the following amounts: Per occurrence limit for any single claimant, \$1,000,000 for bodily injury and property damage. Per occurrence limit for multiple claimants, \$3,000,000 for bodily injury and property damage.
4. **Network Security and Privacy Liability:** Delegate shall provide network security and privacy liability insurance for the duration of the Agreement and for the period of time in which Delegate (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to CCO or Member data, whichever is longer, with a combined single limit per claim or incident of no less than \$100,000 that corresponds to Delegate's average monthly Member Enrollment. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of CCO or Member data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected

Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of CCO data.

5. Additional Insured. The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the CCO, its officers, employees and agents as Additional Insureds but only with respect to Delegate's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
6. Notice of Cancellation or Change. Delegate will provide CCO with notice of any cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) with as much advance written notice as possible. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Agreement and shall be grounds for immediate termination of this Agreement by CCO.
7. Proof of Insurance. Delegate shall provide to CCO information requested for all required insurance before performing any services required under this Agreement. Delegate shall pay for all deductibles, self-insured retention and self-insurance, if any.
8. Notice of Claims Involving Members. Delegate shall promptly notify CCO of any legal claim or demand involving any Member based on alleged negligence of Delegate or its subcontractors in the delivery of services pursuant to this Agreement. Delegate shall notify CCO of any settlement or judgment related to such a claim or demand within ten (10) days following execution or filing thereof.
9. Insurance Requirements for Subcontractors. In the event Delegate subcontracts any of the work under this Agreement, Delegate shall require that its subcontractors obtain, and provide proof of insurance in the types and amounts specified herein. Notwithstanding the foregoing, Delegate may elect in its sole discretion to allow its subcontractors to provide automobile insurance and general comprehensive insurance in a minimum amount of \$1 million dollars on the condition that Delegate's hired and non-owned automobile insurance policy acts as excess coverage.
10. Limit Adjustments. CCO reserves the right to propose an increase or decrease to limits as appropriate, necessitated by business needs or regulatory requirements, as agreed on by both parties in writing.



## EXHIBIT B

### STANDARD TERMS AND CONDITIONS

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between CCO and Delegate or any other entity whereby the Claim implicates CCO and respectively Delegate that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County or Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in or is removed to a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Delegate agrees that a suit brought by the State of Oregon can be in the jurisdiction of any court and it is entitled to any form of defense to or immunity from any Claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. This Section shall survive expiration or termination of this Agreement. DELEGATE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
2. **Compliance with Law.**
  - a. Delegate shall comply and cause all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the performance of Work as they may be adopted, amended, or repealed from time to time, including but not limited to the following: (i) ORS 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309, Divisions 012, 014, 015, 018, 019, 022, 032 and 040, pertaining to the provisions of Behavioral Health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. OHA's performance under the CCO Contract and where applicable under this Agreement is conditioned upon Delegate's compliance with the provisions of ORS 279B.220, ORS 279B.225, 279B.230, 279B.235 and 279B.270, which are incorporated by reference herein. Delegate shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)). This Section shall survive expiration or termination of this Agreement.
  - b. In compliance with the Americans with Disabilities Act, any written material that is generated and provided by Delegate under this Agreement to Clients or Members, including

Medicaid-Eligible Individuals, shall, at the request of such Clients or Members, be reproduced in alternate formats of communication, to include Braille, large print, audiotape, oral presentation, and electronic format. Delegate shall not be reimbursed for costs incurred in complying with this provision. Delegate shall cause all subcontractors under this Agreement to comply with the requirements of this provision.

- c. Delegate shall comply with the federal laws as set forth or incorporated, or both, in this Agreement and all other federal laws applicable to Delegate's performance under this Agreement as they may be adopted, amended or repealed from time to time.

**3. Independent Delegate.** Delegate shall perform all Work as an Independent Contractor.

- a. Delegate is not an officer, employee, or agent of CCO or its affiliates or of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- b. If Delegate is currently performing work for the State of Oregon or the federal government, Delegate by signature to this Agreement, represents and warrants that Delegate's Work to be performed under this Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Delegate currently performs work would prohibit Delegate's Work under this Agreement. If compensation under this Agreement is to be charged against federal funds, Delegate certifies that it is not currently employed by the federal government.
- c. Delegate is responsible for all federal and State taxes applicable to compensation paid to Delegate under this Agreement and, unless Delegate is subject to backup withholding, CCO will not withhold from such compensation any amounts to cover Delegate's federal or State tax obligations. Delegate is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Delegate under this Agreement, except as a self-employed individual.
- d. CCO reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) evaluate the quality of the Work Product; however, CCO may not and will not control the means or manner of Delegate's performance. Delegate is responsible for determining the appropriate means and manner of performing the Work.

**4. Representations and Warranties.**

- a. Delegate's Representations and Warranties. Delegate represents and warrants to CCO that:
  - (1) Delegate has the power and authority to enter into and perform this Agreement;
  - (2) This Agreement, when executed and delivered, shall be a valid and binding obligation of Delegate enforceable in accordance with its terms;

(3) Delegate has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Delegate will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Delegate's industry, trade or profession;

(4) Delegate shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and

(5) Delegate prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. **Time is of the Essence.** Delegate agrees that time is of the essence under this Agreement.

6. **Recovery of Overpayments.** If billings under this Agreement result in payments to Delegate to which Delegate is not entitled, CCO, after giving written notification to Delegate, may withhold from payments due to Delegate such amounts as are necessary to recover the amount of the overpayment unless Delegate provides a written objection within 14 calendar days from the date of the notice. If Delegate provides a timely written objection to CCO's withholding of such payments, the parties agree to confer in good faith regarding the nature and amount of the overpayment in dispute and the manner in which the overpayment is to be repaid. CCO reserves its right to pursue any or all of the remedies available to it under this Agreement and at law or in equity including CCO's right to setoff. Delegate acknowledges that all payments made under this Agreement are subject to Medicaid Program Integrity rules regarding overpayments.

7. **Indemnity.**

Delegate shall defend, save, hold harmless, and indemnify CCO and its officers, directors, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of, or relating to the activities of Delegate or its officers, directors, employees, subcontractors, or agents under this Agreement. This section shall survive expiration or termination of this Agreement.

CCO shall defend, save, hold harmless, and indemnify Delegate and its officers, directors, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of, or relating to the activities of CCO or its officers, directors, employees, subcontractors, or agents under this Agreement. This section shall survive expiration or termination of this Agreement.

This indemnity extended under this section is subject to the limits of the Oregon Tort Claims Act to the extent it applies to each of the parties.

8. **Default; Remedies; Termination.**

(1) **Default by Delegate.** Delegate shall be in default under this Agreement if: Delegate institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular

basis.

(2) Delegate no longer holds a license or certificate that is required for Delegate to perform its obligations under the Agreement.

(3) Delegate commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform the Work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Delegate's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 30 calendar days after CCO's written notice, or such longer period as CCO may specify in such notice.

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

b. CCO's Remedies for Delegate's Default. In the event Delegate is in default under the above section, CCO may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

(1) Termination of this Agreement;

(2) Withholding all monies due for Work and Work Products that Delegate has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;

(3) Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or

(4) Exercise of its right of recovery of overpayments.

These remedies are cumulative to the extent the remedies are not inconsistent, and CCO may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Delegate was not in default under this section, then Delegate shall be entitled to the same remedies as if this Agreement was terminated

pursuant to the relevant terms of this Exhibit B.

c. Default by CCO. CCO shall be in default under this Agreement if CCO commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within 30 calendar days after Delegate's written notice or such longer period as Delegate may specify in such notice.

d. Delegate's Remedies for CCO's Default. In the event CCO terminates the Agreement, or in the event OHA is in default and whether or not Delegate elects to exercise its right to terminate the Agreement under Section 8, Subsection e. of this Exhibit B to this Agreement, Delegate's sole monetary remedy shall be a claim for unpaid invoices and for any reimbursable expenses and time worked within any limits set forth in this Agreement but not yet invoiced. In no event shall CCO be liable to Delegate for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Delegate exceed the amount due to Delegate under this Section 8.d., Delegate shall immediately pay any excess to CCO upon written demand. If Delegate does not immediately pay the excess, CCO may recover the overpayments in accordance with Section 6., *Recovery of Overpayments*, supra and may pursue any other remedy that may be available to it.

e. Termination.

(1) CCO's Right to Terminate

(a) At its sole discretion, CCO may terminate this Agreement:

- i. For its convenience upon 120 days' prior written notice by CCO to Delegate;
- ii. Immediately upon written notice if CCO fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or,
- iii. Immediately upon written notice to Delegate if there is a threat to the health, safety, or welfare of any recipient of services under this Agreement, including any Medicaid Eligible Individual, under its care.

(b) For Cause. In addition to any other rights and remedies CCO may have under this Agreement, CCO may terminate this Agreement for cause (i) immediately upon written notice to Delegate or (ii) at such later date as CCO may establish in such notice, if Delegate is in default under Section 8.a. of this Exhibit B, supra, and Delegate fails to cure such default within thirty (30) calendar days after Delegate receives CCO's notice or such longer period as CCO may specify in such notice.

(2) Delegate's Rights to Terminate:

(a) At its sole discretion, Delegate may terminate this Agreement for its convenience upon 120 days' prior written notice by Delegate to CCO.

(b) For Cause. Delegate may terminate this Agreement for cause (i) upon 30 days written notice to CCO, or (ii) at such later date as Delegate may establish in such notice, if CCO is in default under Section 8.c. of this Exhibit B, supra, and CCO fails to cure such default within 30 calendar days after CCO receives Delegate's notice or such longer period as Delegate may specify in such notice.

(3) Mutual Termination. This Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.

(4) The party initiating the termination, under any circumstance, shall render written Legal Notice of termination to the other party and must specify the provision of this Agreement giving the right to terminate, the circumstances giving rise to termination, and the date on which such termination is proposed to become effective ("Termination Date").

(5) Actions Following Termination or Expiration of Agreement.

(a) Transition Plan. After providing notice of termination for convenience or in the case of expiration, Delegate shall:

i. Submit to CCO a Transition Plan detailing how Delegate will fulfill its continuing obligations under this Agreement and identifying an individual (with contact information) as Delegate's transition coordinator. The Transition Plan is subject to approval by CCO. Delegate shall make reasonable revisions to the plan as requested by CCO. Failure to submit a Transition Plan and obtain written approval of the Transition Plan by CCO may result in CCO extending the Termination Date by the amount of time necessary in order for CCO to provide a Transition Plan or approve the Transition Plan submitted by Delegate. The Transition Plan shall include the prioritization of high-needs Members for care coordination and other Members requiring high level coordination.

ii. Submit reports to CCO five (5) days before said reports are due to OHA and every thirty (30) calendar days thereafter, or as otherwise agreed upon in the Transition plan, detailing Delegate's progress in carrying out the Transition Plan. Delegate shall submit a final report to CCO describing how Delegate has fulfilled obligations under the Transition Plan including resolution of outstanding responsibilities.

iii. Maintain adequate staffing to perform all functions specified in this Agreement during the implementation and operation of the Transition Plan.

iv. Cooperate with CCO to arrange for orderly and timely transfer of Members from coverage under this Agreement to coverage under new arrangements authorized by CCO. Such actions of cooperation shall include but are not limited to Delegate continuing to provide NEMT services until appropriate NEMT services can be arranged for particular Members for which change of Delegate could be harmful, but in no event shall Delegate be responsible to provide NEMT services to CCO Members beyond the end of the Transition Plan period.

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- (b) Continuity of Care. Upon termination or expiration of this Agreement, the parties shall cooperate in ensuring the transition of the Members' care, and wrap-up all duties and responsibilities. Delegate shall ensure:
  - i. Continuation of NEMT Services to Members for any period and Covered Service for which CCO has actually paid Compensation to Delegate, including the period associated with the Transition Plan as particularized above.
  - ii. Orderly and reasonable transfer of Member care in progress at the Termination Date, whether or not those Members are hospitalized.
  - iii. Timely submission of information, records, and reports including encounter data, required to be provided to CCO and/or OHA relating to the services provided.
- (c) Return of Property. Upon termination of this Agreement for any reason whatsoever, Delegate shall immediately deliver to CCO all of CCO's property that is in the possession or under the control of Delegate at that time. This clause shall survive the expiration or termination of this Agreement.
- (d) Upon termination or expiration of this Agreement and when expressly directed by CCO, Delegate shall immediately cease all activities under this Agreement.
- (e) If Delegate continues to provide services to a Member after the Termination Date and after any additional time period required for Continuity of Care and the Transition Plan, CCO shall have no responsibility to pay for such services pursuant to this Agreement.
- (f) Delegate acknowledges and agrees that CCO is obligated to provide written notice of the Termination of this Agreement to each CCO Member regularly served by Delegate under this Agreement, within fifteen (15) days of such termination.

**9. Survival.**

- a. All rights and obligations cease upon termination or expiration of this Agreement, except for the rights and obligations, and declarations which expressly or by their nature survive termination of this Agreement, including without limitation the following Sections or provisions set forth below in this Section 9, a. i-v of Exhibit B. Without limiting the forgoing or anything else in this Agreement, in no event shall the CCO Contract expiration or termination extinguish or prejudice OHA and/or CCO's right to enforce the CCO Contract and/or this Agreement with respect to any default by Delegate that has not been cured.
  - i. CCO Contract Exhibit A, Definitions
  - ii. CCO Contract General Provisions: Section V and VI
  - iii. CCO Contract Exhibit B, Part 10: Section 3
  - iv. CCO Contract Exhibit D: Sections 1, 4 through 13, 15 through 17, 19 through 30, 32.
  - v. CCO Contract Exhibit E: Section 6, HIPAA Compliance (but excluding paragraph d) shall survive termination for as long as Delegate holds, stores, or otherwise preserved Individually Identifiable Health Information of Members or for a longer period if required

under the CCO Contract Section 12 of Exhibit D.

- b. Special Terms and Conditions: In addition to any other provisions of this Agreement that by their context are meant to survive expiration or termination, the following special terms and conditions survive expiration or termination, for the period of two (2) years unless a longer period is set forth in this Agreement, and as long as the scope of Work includes functions or operations that implicate the below items:

i. Claims Data

- [a] The submission of all Encounter Data for services rendered to CCO's Members during contracted period;
- [b] Certification that Delegate attests that the submitted encounter claims are complete, truthful, and accurate to the best knowledge and belief of the Delegate's authorized representative, subject to False Claims Act liability;
- [c] Adjustments to encounter claims in the event Delegate receives payment from a Member's Third-Party Liability, or Third-Party recovery; and,
- [d] Adjustments to encounter claims in the event Delegate recovers any Provider Overpayment from the Provider.

ii. Financial Reporting

- [a] Quarterly financial statements as defined in Exhibit L of the CCO Contract;
- [b] Audited annual financial statements as defined in Exhibit L of the CCO Contract;
- [c] Submission of details related to ongoing Third-Party Liability and Third-Party recovery activities by Delegate or its downstream subcontractors;
- [d] Submission of any and all financial information related to the calculation of Delegate's minimum medical loss ratio ("MMLR"); and,
- [e] Data related to the calculation of quality and performance metrics.

iii. Operations

- [a] Point of contact for operations while transitioning;
- [b] Claims processing;
- [c] Provider and Member Grievances and Appeals; and,
- [d] Implementation of and any necessary modifications to the Transition Plan.

iv. Corporate Governance

- [a] Oversight by Governing Board and Community Advisory Council;
- [b] Not initiating voluntary bankruptcy, liquidation, or dissolution;
- [c] Responding to subpoenas, investigations, and governmental inquiries.

- v. Financial Obligations. The following requirements survive Agreement expiration or termination indefinitely:



- [a] Reconciliation of Risk Corridor Payments;
- [b] Reconciliation and right of setoffs;
- [c] Recoupment of MMLR Rebates;
- [d] Recoupment of capitation paid for Members deemed ineligible or who were enrolled into an incorrect benefit category; and,
- [e] Recoupment (by means of setoff or otherwise) of any identified Overpayment.

vi. Sanctions and Liquidated Damages

- [a] Agreement expiration or termination does not limit OHA's ability to impose Sanctions or Liquidated Damages for the failure or acts (or both) of the CCO and its downstream subcontractors and Delegates as set out in Exhibit B, Part 9 of the CCO Contract.
- [b] The decision to impose a Sanction or Liquidated Damages does not prevent OHA from imposing additional Sanctions against CCO and its downstream subcontractors and Delegates at a later date.
- [c] Sanctions imposed on the CCO and its downstream subcontractors and Delegates after Agreement expiration or termination will be reported to CMS according to the requirements set out in the CCO Contract, Exhibit B, Part 9.

10. **Equal Access.** Delegate shall provide equal access to Covered Services for both male and female Members under 18 years of age, including access to appropriate facilities, services, and treatment, to achieve the policy in ORS § 417.270.

11. **Media Disclosure.** Subcontractor shall not provide information to the media regarding a recipient of services under this Agreement without first consulting with and receiving approval from CCO, who must seek approval from its affiliates and OHA. Delegate shall make immediate contact with CCO when media contact occurs. CCO will coordinate the appropriate follow-ups to its affiliates and OHA and a response for the media.

12. **Limitation of Liabilities.** Except for liability arising under or related to section 7. Indemnity, neither party shall be liable for incidental or consequential damages arising out of or related to this Agreement.

13. **Insurance.** Delegate shall maintain insurance as set forth in Exhibit C, attached hereto.

14. **Access to Records and Facilities Records Retention; Information Sharing.**

- a. Delegate shall maintain, and shall require its subcontractors and participating providers to maintain, all financial records relating to this Agreement in accordance with best practices or National Association of Insurance Commissioners accounting standards. In addition, Delegate shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Delegate, whether in paper, electronic or other

form, that are pertinent to this Agreement, in such a manner as to clearly document Delegate's performance. All Clinical Records, financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Delegate whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Delegate acknowledges and agrees that CCO and its affiliates, OHA, and the Secretary of State's Office, DHHS, CMS, the Office of the Inspector General, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives shall have access to all Records of Delegate, its subcontractors, and participating providers to perform examinations and audits and make excerpts and transcripts evaluating compliance with this Agreement, and to evaluate the quality, appropriateness and timeliness of services. Delegate further acknowledges and agrees that the foregoing entities may, at any time, inspect the premises, physical facilities, computer systems, and any other equipment and facilities where Medicaid-related activities or Work is conducted or equipment is used (or both conducted and used).

- i. The right to audit under this section exists for ten (10) years from, as applicable, the Expiration Date or the date of termination, or from the date of completion of any audit, whichever is later.
  - ii. Delegate shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to Delegate's personnel and the personnel of any subcontractors for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period, but shall last as long as the records are retained.
- b. Delegate shall retain and keep accessible all Records for the longest of ten (10) years or for:
  - i. The retention period specified in the CCO Contract for certain kinds of records;
  - ii. The period as may be required by Applicable Law including the records retention schedules set forth in OAR Chapters 410 and 166; or,
  - iii. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.
- c. In accordance with OAR 410-141-5080, OHA has the right to provide the Oregon Department of Consumer and Business Services with information reported to OHA by CCO and its subcontractors and/or delegates provided that OHA and DCBS have entered into information sharing agreements that govern the disclosure of such information.

15. **Force Majeure.** No party is responsible for delay or default caused by an event beyond its reasonable control. CCO may terminate this Agreement upon written notice after reasonably determining the delay or default reasonably prevents performance of this Agreement.

16. **Assignment of Contract, Successors in Interest.**

- a. Delegate shall not assign or transfer its interest in this Agreement, voluntarily or

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involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner without the prior written approval of CCO. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA or CCO may deem necessary, including but not limited to Exhibit B, Part 8, Section 20 of the CCO Contract. No approval by CCO of any assignment or transfer of interest shall be deemed to create any obligation of CCO in addition to those set forth in this Agreement.

- b. This Agreement's provisions are binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.
17. **No Third-Party Beneficiaries.** CCO and Delegate 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, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.
18. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.
19. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Delegate or CCO at the address set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

CCO: Attn: NEMT Benefit Manager

315 SW Fifth Ave

Portland, Oregon 97204

Telephone: 503-416-4100

Facsimile: 503-416-1335

Email: sunowens@careoregon.org

This Section shall survive expiration or termination of this Agreement.

20. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
21. **Amendments.** The Parties may mutually amend this Agreement. CCO may amend this Agreement to comply with any changes that occur in federal or state statute or regulations, or changes in Covered Services or Payments under ORS 414.735, such that failure to amend this Agreement may place CCO at risk of non-compliance with Federal or state statute or regulations or at risk of breach of the CCO Contract; or, to address any changes needed in the event that the CCO's service area is expanded or reduced. Whenever feasible, CCO commits to providing advance notice to Delegate of any such anticipated changes, engaging Delegate in the development of these amendments and to the extent possible will provide Delegate with a preview of proposed amendments as soon as possible.
22. **Delegate's Failure to Perform.** Delegate's failure to perform the Statement of Work specified in Exhibit A – Part 2 to this Agreement or to meet the performance standards established in this Agreement, may result in consequences that include, but are not limited to:
- a. Reducing or withholding payment under this Agreement;
  - b. Requiring Delegate to perform at Delegate's expense additional work necessary to perform the statement of work or meet performance standards; and
  - c. Declaring a default of this Agreement and pursuing any available remedies for default, including termination of the Agreement as permitted in Section 8. Default; Remedies; Termination of this Agreement.
23. **OHA Sanctions.** In the CCO Contract, OHA has reserved the right to impose sanctions on the CCO. In the event that any act or failure to act by Delegate pursuant to this Agreement results in OHA imposing a sanction against CCO, CCO may impose or pass through such sanctions to Delegate. The CCO's right to file a request for an Administrative Review with OHA will pass through the Delegate should the sanction be related to Delegate's performance unless OHA exercises its reserved right to provisionally impose a sanction before such Administrative Review.
24. **Warranties.** Delegate warrants that:
- a. Delegate's employees and subcontractors are not excluded from participation in the Medicare or Medicaid programs and are not included in the Office of Inspector General List of Excluded Individuals/Entities.
  - b. Delegate is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" found at: <https://www.sam.gov/SAM/>

## EXHIBIT C

### REQUIRED FEDERAL TERMS AND CONDITIONS

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

1. **Miscellaneous Federal Provisions.** Delegate shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, Delegate expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended; (b) 45 CFR Part 84 which implements Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (c) the Americans with Disabilities Act of 1990, as amended; (d) Section 1557 of the Patient Protection and Affordable Care Act (ACA); (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996, as amended; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) the Mental Health Parity and Addiction Equity Act of 2008, as amended; (j) CMS regulations (including 42 CFR Part 428, subpart K and guidance regarding mental health parity, including 42 CFR 438.900 et seq.; (k) all regulations and administrative rules established pursuant to the foregoing laws; (l) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations; and (m) all federal laws requiring reporting of Member abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Fraud, Waste, & Abuse.** Exhibit B, Part 9, Section 10-18 of the CCO Contract is delegated to Delegate, which requires Delegate to (i) Develop and implement Fraud, Waste, and Abuse prevention policies and procedures that ensure compliance with 42 CFR Part 455, 42 CFR Part 438, Subpart H and OAR 410-120-1510; and (ii) annually create a plan for implementing its policies and procedures.
  - a. CCO is required to ensure Delegate complies with the terms and conditions set forth in Exhibit B, Part 9, Section 11-18 of the CCO Contract.
  - b. In addition, Delegate shall comply, to the extent permissible, with CCO's Fraud and Abuse policies to prevent and detect Fraud and Abuse activities as such activities relate to the OHP, and shall promptly refer all suspected cases of fraud and Abuse to the CCO and the Medicaid Fraud Control Unit ("MFCU"). Delegate shall permit the MFCU or OHA or both to inspect, evaluate, or audit books, records, documents, files, accounts, and facilities maintained by or on behalf of Delegate, as required to investigate an incident

of Fraud and Abuse. Delegate shall cooperate with the MFCU and OHA investigator during any investigation of Fraud and Abuse. Delegate shall provide copies of reports or other documentation regarding any suspected fraud at no cost to MFCU or OHA during an investigation.

- c. Delegate recognizes that CCO may perform oversight and monitoring of these requirements at regular intervals including but not limited to an annual Delegation Oversight Review.
3. **Participation in Health Equity Plan.** Pursuant to OAR 410-141-3735, CCO is required to work with its affiliates to develop and implement a Health Equity Plan designed to address the cultural, socioeconomic, racial, and regional disparities in health care that exist among OHP Members and the communities within the CCO's Service Area. Insofar as the Health Equity Plan includes functions that the Delegate is performing on behalf of CCO, Delegate will participate and contribute to the development and execution of the Health Equity Plan.
4. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Delegate shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
5. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000, then Delegate shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Delegate shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
6. **Energy Efficiency.** Delegate shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et seq. (Pub. L. 94 163).
7. **Truth in Lobbying.** By signing this Agreement, the Delegate certifies, to the best of the Delegate's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Delegate, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Delegate shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Delegate shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Delegate under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- f. No part of any federal funds paid to Delegate under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the

advocacy or promotion of gun control.

- h. No part of any federal funds paid to Delegate under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

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

9. **Audits.**

- a. Delegate shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. If Delegate expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Delegate shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within thirty (30) days of completion. If Delegate expends less than \$750,000 in a federal fiscal year, Contractor is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Access to Records."

10. **Debarment and Suspension.** Delegate shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

11. **Drug-Free Workplace.** Delegate shall comply and cause all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Delegate certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may

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

12. **Pro-Children Act.** Delegate shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
13. **Medicaid Services.** Delegate shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et seq., including without limitation:
  - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).

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- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Delegate shall acknowledge Delegate's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

14. **Agency-based Voter Registration.** If applicable, Delegate shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

15. **Disclosure.**

a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste, and abuse under federal law.

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c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last ten (10) years.

d. Delegate shall make the disclosures required by this Section 13. to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

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

a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:

- The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and
- Any rights of copyright to which a grantee, subgrantee or a Delegate purchases ownership with grant support.

b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

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

17. **State of Oregon OHP Requirements.** The services provided under this Agreement are being delivered on behalf of CCO because Delegate is performing on contractual obligations for specified health plan services. This is distinct from the actual delivery of health care services as outlined in other parts of this Agreement. Therefore, CCO is required to bind its Subcontractors/Delegates to the following:

a. **Business Associate Agreement ("BAA") required for Delegated Health Plan Services.** A BAA must be executed between Delegate and CCO, as under this Agreement Delegate is acting as the Business Associate of CCO.

b. **CCO Delegate Requirements.** As may have been expressed in various sections of this Agreement supra, Delegate is required and agrees to comply with the following parts of the CCO Contract:

- i. Exhibit D, Sections 1, 2, 3, 4, 15, 16, 19, 20, 25, 31, 32, and 33.
  - ii. All the general subcontractor requirements listed in Exhibit B, Part 4, Section 11 of the CCO Contract, which is summarized in Section 9 of Exhibit A, Part 2 of this Agreement, to the extent the requirements apply to Delegate's scope of work under this Agreement.
  - iii. Delegate agrees to comply with the federal requirements listed in the CCO Contract, Exhibit E, to the extent they apply to Delegate's Work under this Agreement.
  - iv. Delegate agrees to comply with the Program Integrity requirements listed in Exhibit B, Part 9, Section 11-18 of the CCO Contract, to the extent they apply to Delegate's Work under this Agreement.
- c. In addition to all of the other provisions OHA requires under the CCO Contract, including without limitation, information required to be reported under Ex. B, Part 4 of the CCO Contract, and any other information OHA or CCO may request from time to time, Delegate shall include in any permitted downstream subcontract under this Agreement provisions to ensure that OHA will receive the benefit of Delegate performance as if the Delegate were the CCO with respect to Sections 1, 2, 3, 4, 15, 16, 19, 20, 25, and 31-33 of Exhibit D of the CCO Contract and as further specified in various provisions of this Agreement, OHA and/or CCO's consent to any downstream subcontract(s) shall not relieve Delegate of any of its duties or obligations under this Agreement.
- d. **Monitoring and Reviews.** Delegate understands that, on an ongoing basis, as may have been expressed in various sections of this Agreement, CCO will monitor Delegate's compliance with and performance under this Agreement along with the relevant terms of the CCO Contract. In addition, Delegate agrees that OHA is authorized to monitor compliance with the terms and conditions of the CCO Contract as it relates to this Agreement and the Delegate's Work, along all applicable rules, regulations, and laws. Delegate understands that methods of monitoring compliance may include review of documents or records of Delegate, CCO Contract performance review, Grievances, on-site reviews of documentation or any other source of relevant information.
- i. Delegate agrees to cooperate and participate with CCO and, when necessary, OHA in any monitoring, review, or oversight activities such as the Delegation Oversight activities and the Annual Subcontractor Performance Report expressed in Exhibit A, Part 2 of this Agreement.
  - ii. If after conducting an audit or other compliance review of the CCO, Delegate's compliance cannot be determined, or if OHA determines that the CCO and/or Delegate has breached the terms or conditions of the CCO Contract, OHA may impose Sanctions on the CCO which will be applied to CCO and Delegate in so far as the Sanctions relate to work performed under this Agreement. A larger explanation of OHA's authority and potential sanctions are contained in Exhibit B, Part 9 of the CCO Contract.

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- iii. The actions/sanctions provided for in this section are in addition to any other rights CCO may have under this Agreement, at law, or in equity.
- e. **Federal Medicaid Managed Care.** Delegate shall comply with the requirements of 42 CFR § 438.6 that are applicable to the Work required under this Agreement.
- f. **Hold Harmless.**
  - i. Delegate shall not hold OHA nor a Member receiving services liable for any costs or charges related to CCO-authorized Covered Services rendered to a Member whether in an emergency or otherwise. Furthermore, Delegate shall not hold a Member liable for any payments for any of the following:
    - [a] CCO's or Delegate's debt due to CCO's or Delegate's insolvency;
    - [b] Coordinated Care Services authorized or required to be provided under the CCO Contract and the Agreement to a Member, for which: (1) OHA does not pay CCO; or, (2) CCO does not pay Delegate for Covered Services rendered to a Member as set forth in the Agreement; and.
    - [c] Covered Services furnished pursuant to the Agreement to the extent that those payments are in excess of the amount that the Member would owe if CCO provided the services directly.
  - ii. Delegate may not initiate or maintain a civil action against a Member to collect any amounts owed by the CCO for which the Member is not liable to the Delegate under this Agreement.
- g. **Billing and Payment.** Delegate shall ensure that it or its Subcontractors or Providers do not bill Members for services that are not covered under the CCO Contract unless there is a full written disclosure or waiver (also referred to as agreement to pay) on file signed by the Member, in advance of the service being provided, in accordance with the applicable State rules and regulations.
- h. **Reports.** In congruence with relevant obligations expressed in separate sections herein, Delegate shall provide timely access to records and facilities and cooperate with OHA in collection of information through consumer surveys, on-site reviews, medical chart reviews, financial reporting and financial record reviews, interviews with staff, and other information for the purposes of monitoring compliance with the CCO Contract, including but not limited to verification of services actually provided, and for developing and monitoring performance and outcomes.
- i. **Access to, Maintenance of, and Confidentiality of Records.** Delegate shall maintain all financial records related to the CCO Contract in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Delegate shall maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of Delegate, whether in paper, electronic or other form, that are pertinent to the CCO Contract (the "Records") in such a manner to

clearly document Delegate's performance. Delegate shall provide timely and reasonable access to Records to: (a) OHA; (b) the Secretary of State's Office; (c) CMS; (d) the Comptroller General of the United States; (e) the Oregon Department of Justice Medicaid Fraud Control Unit; and, (f) all their duly authorized representatives, to perform examinations and audits, make excerpts and transcripts, and evaluate the quality, appropriateness and timeliness of services performed. Delegate shall, upon request and without charge, provide a suitable work area and copying capabilities to facilities for such a review or audit.

- i. Delegate shall retain and keep accessible all Records for the longer of: (a) ten (10) years following final payment and termination of the CCO Contract; (b) the period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or (c) until the conclusion of any audit, controversy or litigation arising out of or related to the CCO Contract. 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.
  - ii. Clinical Records and Confidentiality of Member Records. Delegate shall comply with CCO's policies and procedures that ensure maintenance of a record keeping system that includes maintaining the security of records as required by the Health Insurance Portability and Accountability Act, 42 U.S.C. § 1320d., and the federal regulations implementing the Act ("HIPAA"), and complete Clinical Records that document the Coordinated Care Services received by the Members. CCO shall regularly monitor Delegate's compliance with these policies and procedures and Delegate shall be subject to and comply with any Corrective Action taken by CCO that is necessary to ensure Delegate compliance.
- j. **Mandatory Reporting of Abuse.**
- i. Delegate shall immediately report any evidence of Child Abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 to 419B.045). If law enforcement is notified, the Delegate shall notify the referring case worker within twenty-four (24) hours. Delegate shall immediately contact the local DHS child Protective Services office if questions arise whether an incident meets the definition of Child Abuse or neglect.
  - ii. Delegate shall comply, and require its employees and subcontractors to comply, with all protective services, investigation and reporting requirements described in any of the following laws:
    - [a] OAR 407-045-0000 through 407-045-0370 (abuse investigations by the Office of Investigations and Training);
    - [b] ORS § 430.735 through 430.765 (persons with mental illness or developmental disabilities);
    - [c] ORS 124.005 to 124.040 (elderly persons and persons with disabilities abuse); and,
    - [d] ORS 441.650 to 441.680 (residents of long-term care facilities).
- k. **Certification.** Delegate certifies that all Claims data submissions by the Delegate, either directly

or through a third-party submitter, is and will be accurate, truthful and complete in accordance with OAR 410-141-3565 and OAR 410-120-1280.

**i. Subcontracts.**

i. Where Delegate is permitted to subcontract certain functions of this Agreement, Delegate shall notify CCO, in writing, of any subcontract(s) for any of the Work required by the CCO Contract other than information submitted in Exhibit G of the CCO Contract.

ii. Minority-Owned, Woman-Owned and Emerging Small Business (“MWESB”) Participation. Delegate shall take reasonable steps, such as through a quote, bid, proposal, or similar process, to ensure that MWESB certified firms, as reference on: <http://www.oregon4biz.com/how-we-can-help/COBID/>, are provided an equal opportunity to compete for and participate in the performance of any subcontracts.

m. **Privacy, Security, and Breach Notification.** Exhibit B, Part 8, Section 2 of the CCO Contract is delegated to Delegate, whereby Delegate ensures compliance with all requirements found within. If the terms or services provided under this Agreement permits Delegate to have access to any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants access to such OHA Information Assets or Network and Information Systems, Delegate shall comply with OAR 943-014-0300 through 943-014-0320.

**EXHIBIT D**  
**Business Associate Agreement**

**Columbia Pacific CCO, LLC**  
**315 SW Fifth Avenue**  
**Portland, Oregon 97204**

**THE COMPANIES**

**Tillamook County Transportation District**  
**3600 Third Street, Suite A**  
**Tillamook, OR 97141**

**BUSINESS ASSOCIATE**

This Business Associate Agreement (“BAA”) is between the Companies and Business Associate.

Business Associate and the Companies have entered into a Non-Emergent Medical Transportation Delegation Agreement (“Agreement”) effective January 1, 2021 and this BAA is incorporated by reference in the Agreement. The parties’ activities pursuant to the Agreement sometimes may involve (i) the disclosure of PHI by the Companies (or another business associate of the Companies) to Business Associate, (ii) the use or disclosure by Business Associate of PHI received from the Companies and (iii) the transmission by Electronic Media or the maintenance in Electronic Media of Individually Identifiable Health Information by Business Associate. Accordingly, the relationship between the Companies and Business Associate is subject to provisions of the HIPAA Rules. The Companies and Business Associate intend to protect the privacy of PHI and the security of electronic PHI held by Business Associate in connection with the Agreement in compliance with this BAA, the HIPAA Rules and other applicable laws.

**1. Definitions**

Capitalized terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the HIPAA Rules.

- (a) “Agent” means an agent as used and defined under the HIPAA Rules and federal common law.
- (b) “Breach” has the same meaning as in 45.C.F.R. § 164.402.
- (c) “Designated Record Set” has the same meaning as in 45 C.F.R. 164.501.
- (d) “Discovery” means the first day on which a Breach is known, or reasonably should have been known, to Business Associate (including any person, other than the individual committing the Breach, who is an employee or officer of Business Associate) or any Agent or Subcontractor of Business Associate.



- (e) “Effective Date” means the date first written above.
- (f) “Electronic Media” means the same as in 45 C.F.R. § 160.103.
- (g) “Electronic Protected Health Information” or “EPHI” means the same as in 45 C.F.R. § 160.103, limited for purposes of this BAA to EPHI received by Business Associate from, or received or created by Business Associate on behalf of, the Companies.
- (h) “Electronic Transactions Rules” means 45 CFR Part 162.
- (i) “Fundraising” means raising funds for the Business Associate’s own benefit as governed by 45 CFR § 164.514.
- (j) “HIPAA Rules” means the Privacy Rules, the Security Rules, and the Electronic Transactions Rules.
- (k) “Individual” means a person to which specific PHI applies.
- (l) “Marketing” means the same as in 45 CFR § 164.501.
- (m) “PHI” or “Protected Health Information” means the same as in 45 CFR § 160.103, limited for purposes of this BAA to PHI received by Business Associate or its Agent or Subcontractor from, or received or created by Business Associate, its Agent or Subcontractor on behalf of, the Companies.
- (n) “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, Subparts A and E.
- (o) “Required by Law” means the same as in 45 C.F.R. § 164.103.
- (p) “Secretary” means the Secretary of the United States Department of Health and Human Services or the Secretary’s designee.
- (q) “Security Incident” means the same as in 45 CFR § 164.304.
- (r) “Security Rule” means the Security Standards for the Protection of Electronic Protected Health Information in 45 CFR Part 164, Subpart C.
- (s) “Subcontractor” means the same as in 45 C.F.R. § 160.103.
- (t) “Unsecured PHI” means the same as the term “unsecured protected health information” in 45 C.F.R. § 164.402.

**2. Obligations and Activities of Business Associate**

- (a) Business Associate agrees to not use or disclose PHI other than as permitted or required by this BAA or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or a Subcontractor or Agent of Business Associate in violation of the requirements of this BAA.

(d) Business Associate agrees to report to the Companies any use or disclosure of PHI by Business Associate or a Subcontractor or Agent of Business Associate not permitted under this BAA within five business days after Business Associate becomes aware of such disclosure.

(e) Business Associate agrees to report to the Companies any Security Incident, Breach of Unsecured PHI or any use or disclosure of PHI that is not authorized by this BAA of which Business Associate becomes aware.

(f) Business Associate will ensure that any Subcontractor or Agent of Business Associate using or disclosing PHI has executed a business associate agreement containing substantially the same terms as this BAA, including the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI. Business Associate will ensure that any Agent to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of, the Companies has executed an agreement containing substantially the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI. Business Associate will provide, upon written request by the Companies, a list of any such Subcontractors of Business Associate and any Agents of Business Associate using or disclosing PHI.

(g) Business Associate will ensure that any permitted disclosure will be only as minimally necessary for the purpose of the disclosure.

(h) Business Associate agrees to provide access, at the reasonable request of, and in the time and manner designated by, the Companies to PHI in a Designated Record Set, to the Companies or, as directed by the Companies, to an Individual in order to meet the requirements under 45 CFR § 164.524. If the Companies request an electronic copy of PHI that is maintained electronically in a Designated Record Set in Business Associate's custody or control or the custody or control of a Subcontractor or Agent of Business Associate, Business Associate will provide such PHI in the electronic format requested by the Companies unless the PHI is not readily produced in such format, in which case Business Associate will provide another reasonable electronic format as agreed to by the parties and the Individual requesting such PHI.

(i) Within 30 days of receiving a request by the Companies, Business Associate will document disclosures of PHI and information related to such disclosures in such form as would be required for the Companies to respond to a request by an Individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

(j) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Companies pursuant to 45 CFR § 164.526, at the request of the Companies or of the Individual concerned.

(k) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, the Companies available to the Companies or, at the request of the Companies, to the Secretary or other regulatory official as directed by the Companies, in a time and manner requested by the Companies or such official for the purpose of determining the Companies' or Business Associate's compliance with the HIPAA Regulations.

(l) Business Associate agrees to implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it receives from, or creates or receives on behalf of, the Companies as required by the Security Rule. Business Associate will ensure that any Agent or Subcontractor to whom Business Associate provides EPHI agrees to implement reasonable and appropriate administrative, physical and technical safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of such EPHI. Business Associate agrees to comply with Sections 164.306, 164.308, 164.310, 164.312, and 164.316 of Title 45, Code of Federal Regulations with respect to all EPHI.

(m) In conducting any electronic transaction that is subject to the Electronic Transactions Rule on behalf of the Companies, Business Associate agrees to comply with all requirements of the Electronic Transactions Rule that would apply to the Companies if the Companies were conducting the transaction itself. Business Associate agrees to ensure that any Agent or Subcontractor of Business Associate that conducts standard transactions with PHI of the Companies will comply with all of the requirements of the Electronic Transactions Rule that would apply to the Companies if the Companies were conducting the transaction itself.

(n) Business Associate shall not disclose PHI to any member of its workforce unless Business Associate has advised such person of Business Associate's privacy and security obligations under this BAA, including the consequences for violation of such obligations. Business Associate shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in violation of this BAA or applicable law.

(o) Business Associate shall notify the Companies of any Breach without unreasonable delay, and in no case later than five business days after Discovery of the Breach. Business Associate will require its Subcontractors and Agents to notify the Companies of a Discovery of a Breach at the same time its Subcontractors and Agents notify the Business Associate and the following shall apply:

(1) Notice to the Companies shall include, to the extent possible: (i) the names of the Individual(s) affected by the Breach; (ii) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured PHI that were involved in the Breach; (iv) any steps affected Individuals should take to protect themselves from potential harm resulting from the Breach; (v) a description of what Business Associate is doing to investigate the Breach, to mitigate harm to the affected Individual(s), and to protect against further Breaches; (vi) any notice Business Associate has given pursuant to 45 CFR § 164.404 and (vii) any other information that the Companies reasonably requests.

(2) After receipt of notice, from any source, of a Breach involving PHI used, disclosed, maintained, or otherwise possessed by Business Associate or any Subcontractor or Agent of Business Associate, the Companies may: (i) require Business Associate, at Business Associate's sole expense, to use a mutually agreed upon written notice to notify, on the Companies' behalf, the affected Individual(s), in accordance with the notification requirements set forth in 45 CFR § 164.404, without unreasonable delay, but in no case later than sixty (60) days after discovery of the Breach; or (ii) elect to itself provide such notice. Business Associate shall indemnify, hold harmless, and defend the Companies from and against any and all costs (including mailing, labor, administrative costs, vendor charges, and any other costs determined to be reasonable by the Companies), losses, penalties, fines, and liabilities arising from or associated with the Breach, including without limitation, the costs of the Companies' actions taken to: (i) notify the affected Individual(s) of and to respond to the Breach; (ii) mitigate harm to the affected Individual(s); (iii) respond to questions or requests for information about the Breach; and (iv) fines, damages or penalties assessed against the Companies on account of the Breach of Unsecured PHI.

(p) Business Associate shall not use or disclose PHI that is genetic information, or sell (or directly or indirectly receive remuneration in exchange for), any PHI in violation of 45 CFR § 164.502(a)(5).

(q) Business Associate shall not use or disclose PHI for Marketing or Fundraising purposes without prior written consent from the Companies, subject to any conditions of such consent.

### **3. Permitted Uses and Disclosures by Business Associate**

(a) Subject to this BAA and applicable law, Business Associate may use or disclose PHI in connection with functions, activities or services for, or on behalf of, the Companies under the Agreement, provided that such use or disclosure would not violate the HIPAA Rules or the Companies' own policies and procedures concerning compliance with the "minimum necessary" standard under 45 CFR § 164.502(b) if performed by the Companies.

(b) Business Associate may use and disclose PHI for the proper management and administration of Business Associate or to carry out the legal obligations of Business Associate, but only if:

(1) The disclosure is required by Law; or

(2) Business Associate receives reasonable assurances from any party to whom the PHI is disclosed that: (i) the PHI will be held confidentially by that party; (ii) the PHI will be used or further disclosed by that party only as required by law or for the purpose for which it was disclosed to that party; and (iii) the party agrees to notify Business Associate of any Breaches of which the party becomes aware.

#### **4. Obligations of the Companies**

(a) The Companies shall provide Business Associate with its notice of privacy practices produced in accordance with 45 CFR § 164.520 and any changes to such notice while this BAA is in effect.

(b) The Companies shall provide Business Associate with any changes in or revocation of permission by any Individual for use or disclosure of PHI if such change or revocation affects Business Associate's permitted or required uses and disclosures of the PHI.

(c) The Companies shall notify Business Associate of any restrictions on the use or disclosure of PHI that the Companies have agreed to in accordance with 45 CFR § 164.522 to the extent that such restrictions affect Business Associate's use or disclosure of PHI.

#### **5. Term and Termination**

(a) This BAA shall be effective as of the Effective Date and shall terminate when all PHI provided is destroyed or returned to the Companies, or, if it is infeasible to return or destroy PHI, as long as protections are extended to such PHI in accordance with (c)(2).

(b) Upon the Companies obtaining knowledge of a material breach or violation of this BAA by Business Associate, the Companies shall take one of the following actions:

(1) If the Companies determine that the breach or violation is curable, the Companies shall provide an opportunity for Business Associate to cure the breach or end the violation within a reasonable time period set by the Companies, which shall not exceed 90 days. If the breach or violation is not cured or ended within the time set by the Companies, the Companies may: (i) immediately terminate this BAA and the Agreement; or (ii) suspend performance by the Companies under the Agreement until such breach or violation is cured.

(2) If the Companies determine that the breach or violation is not curable, The Companies immediately terminate this BAA and the Agreement.

(3) If the Companies determine that neither a termination of this BAA and the Agreement nor a cure of a breach or violation is feasible, the Companies may take such other appropriate actions to remedy, correct or mitigate the breach or violation as the Companies shall determine.

(4) In addition to the forgoing, the Companies may immediately terminate this BAA and the Agreement if the Companies determine that Business Associate has violated a material term of this BAA concerning the Security Rule.

(c) Effect of Termination.

(1) Except as provided in paragraph (c) (2), upon termination of this BAA for any reason, Business Associate shall return or destroy all PHI in possession of Business Associate, its Agents or Subcontractors. Business Associate, its Agents and Subcontractors shall retain no copies of the PHI.

(2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to the Companies notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this BAA to such PHI (including PHI held by Agents or Subcontractors of Business Associate) and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate, its Agents or Subcontractors maintain such PHI.

## **6. Indemnification**

Business Associate agrees to indemnify and hold harmless the Companies from direct losses and damages suffered as a result of Business Associate's breach of its obligations under this BAA, including but not limited to direct losses and damages relating to third party claims. The obligations under this Section 6 regarding indemnification will survive any expiration or termination of this BAA.

## **7. Miscellaneous**

(a) A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.

(b) The Parties agree to take such action as is necessary to amend this BAA from time to time for the Companies to comply with the requirements of the HIPAA Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191, as amended.

(c) The respective rights and obligations of Business Associate under Section 5 of this BAA shall survive the termination of this BAA.

(d) Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Companies to comply with the HIPAA Rules and other applicable law. The section and paragraph headings of this BAA are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

(e) Subject to the following, this BAA shall not be assigned or otherwise transferred by a party without the prior written consent of the other party, which consent shall not be unreasonably withheld. However, no such consent shall be required for either party's assignment or transfer of this BAA in connection with a merger, sale or transfer of all or substantially all of the business or assets of the assigning party.

(f) The invalidity of any term or provision of this BAA will not affect the validity of any other provision. Waiver by any party of strict performance of any provision of this BAA will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision on the same or any other occasion.

(g) Any notices permitted or required by this BAA will be addressed to the receiving party at the address shown at the top of this BAA or at such other address as either party may provide to the other.

(h) This BAA may be executed in multiple counterparts, all of which together will constitute one agreement, even though all parties do not sign the same counterpart.

(i) To the extent of any inconsistency between any other agreement between the parties and this BAA, the provisions of this BAA shall prevail.

(j) This BAA supersedes any other business associate agreement in effect among or between the parties to this BAA.

IN WITNESS WHEREOF, the parties have caused this Business Associate Agreement to be executed on their behalf by their duly authorized representatives' signatures as of the dates set forth below.

**THE COMPANIES**

**COLUMBIA PACIFIC CCO, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BUSINESS ASSOCIATE**

**TILLAMOOK COUNTY  
TRANSPORTATION DISTRICT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**SOLE SOURCE DETERMINATION AND WRITTEN FINDINGS  
AEROCLAVE PORTABLE DECONTAMINATION SYSTEMS**

**(Goods)**

To: TCTD Board

From: Doug Pilant, CCTM, General Manager

Date: November 19, 2020

RE: **Sole Source Determination and Written Findings for AeroClave Portable Decontamination Systems (Goods)**

TCTD has received a grant from State of Oregon, Department of Transportation, Rail and Public Transit Division, to purchase 6 portable fogging decontamination units, vehicle installation kits and other miscellaneous supporting materials. The purpose of this Sole Source Determination and Written Findings is to support the sole source acquisition of 6 AeroClave Portable Decontamination Systems with supporting materials for Tillamook County Transportation District and its partners in the Northwest Oregon Transit Alliance. TCTD wishes to purchase the decontamination units from Creative Bus Sales, the local AeroClave vendor.

**DETERMINATION AND FINDINGS**

Per ORS 279B.075, an agency must conduct market research and formally document its findings, including justification for the Sole Source procurement, in a written determination that includes the following specific information:

1. Project Name and Subject of the Contract. AeroClave Portable Decontamination Systems Acquisition, including 6 AeroClave Portable Decontamination Systems, 121 mounts for same, 5 hand sprayers for same, 15 hoses for same (each unit can decontaminate though 3 houses per vehicle which greatly decreases application time, or, alternatively, can do 3 busses at once), 25 cases of disinfectant solution, and 6 data logging modules to track and monitor decontamination.
2. Estimated Total Value of Contract. \$172,953 (after \$15,000 discount).
3. Background, Including Identification of Prospective Supplier. With the rise of COVID and its continuing spread, it has become imperative that TCTD acquire a better decontamination system for its busses to increase rider safety. Busses are presently decontaminated by hand. Decontamination by hand is time consuming, labor intensive and can be ineffective. TCTD has applied for and received a grant from State of Oregon, Department of Transportation, Rail and Public Transit Division to purchase 6 portable fogging decontamination units, vehicle installation kits and other miscellaneous supporting materials. The units will be shared with TCTD partners in the Northwest Oregon Transit Alliance.



TCTD first identified the qualities it needed in a decontamination system. TCTD identified the following necessary characteristics. The equipment must:

- Be capable of dispersing a disinfectant agent that is included in the EPA's List N: Disinfectants for use against SARS-CoV-2; an agent which does not require the use of PPE.
- Be capable of treating multiple vehicles simultaneously with a 45-minute treatment cycle time or less.
- Be able to mechanically disperse the disinfecting agent to the interior of a transit vehicle without the operator being inside the vehicle during treatment.
- Not require wipe down after treatment.
- Not present toxicity to riders or operators after treatment.
- Include hardware and software to record events including operator ID, date, time, duration and vehicle/facility ID, and provide a method to output equipment use history.
- Be available for delivery within six weeks of contract award.
- Be capable of supporting handheld application of the disinfectant.

TCTD researched and contacted suppliers of decontamination systems that could be used for busses. TCTD performed on-line research to identify potential vendors and equipment that could be checked against TCTD's identified needs. Multiple companies were then contacted to see if they could supply a portable decontamination system that would meet the needs of TCTD as identified above. Decontamination systems from four manufactures were found and compared to the needs identified by TCTD. The only portable decontamination system that has been found that meet the needs established by TCTD prior to its research is the AeroClave RDS 3110T. Creative Bus Sales is the local supplier of the AeroClave system. Both AeroClave and Creative Bus Sales have proven track records. AeroClave uses a proprietary system. Creative Bus Sales is the only supplier of AeroClave located on the West Coast.

AeroClave, LLC was founded in 2003 for the purpose of developing, manufacturing and selling a system capable of decontaminating commercial and military aircraft from pandemic-producing viruses and other disease-causing pathogens. The AeroClave System has evolved into multiple decontamination products that are easy to operate and that limit the spread of infectious diseases. In addition to the ability to decontaminate aircraft, AeroClave has developed the first large-scale, cost-effective vehicle decontamination facility in Winter Park, Florida. AeroClave also offers a line of both portable and fixed room decontamination units.

The AeroClave RDS 3110 uses the proprietary AeroClave Process to disinfect rooms, vehicles, and equipment with an EPA-approved, hospital- grade disinfectant at the push of a button. It is the only solution on the market to combine hands-free decontamination of rooms/facilities and vehicles with the ability to hand-spray equipment. The RDS 3110 is a rugged, lightweight and man-portable decontamination system that can effectively treat spaces up to 5,000 cubic feet (busses are approximately 1000 cubic feet). Larger spaces can be treated with multiple units. Weighing in at 48 pounds, the RDS 3110 is simple to use and requires minimal operator training. It is fully self-contained and can be set up and operating in minutes. The small form-factor allows it to be neatly tucked away until needed. The RDS 3110 can be operated in either an aerosolized application mode for hands-free room decontamination or hand-

applied mode using the optional AeroClave Portable Applicator (APA). The environmentally friendly disinfectant solution produces no harmful by-products for the environment, contains no VOC's and is 100% biodegradable. In addition, it is ready to use, so no mixing is required.

Creative Bus Sales represents over 20 top manufacturers in multiple locations across the country. It has become the nation's largest bus dealership. Creative Bus Sales' strong relationships with manufacturers allow the company to provide fast delivery and great pricing to the transit and retail markets with a wide variety of vehicles ranging from custom-built buses to alternative fuel options. The company has a dedicated nationwide network of Parts, Service, Warranty, and Customer Service Departments as well as an in-house financing program which allows flexible structures that meet customer requirements. Creative Bus Sales has expanded its services and expertise to help the transportation marketplace operate safely during and beyond COVID. Creative Bus Sales has partnered with AeroClave, Vital Oxide, BioProtectors and AMF-Brunns to supply transportation districts the latest in decontamination technology.

TCTD wishes to purchase the portable decontamination systems so that TCTD can improve and provide its customers with a safer environment.

4. Brief Description of the Contract or Contracts, Including Current and Contemplated Future Purchases of Product or Service. TCTD proposes to enter into a purchase order (which includes terms required by the grant) to purchase 6 AeroClave Portable Decontamination Systems, 121 mounts for same, 5 hand sprayer for same, 15 hoses for same (each unit can supply though 3 hoses per vehicle which greatly decreases application time), 25 cases of disinfectant solution, and 6 data logging modules. It is expected that TCTD will purchase replacement parts and additional disinfectant as needed in the future.

5. Reasons the Agency is Seeking a Sole Source Procurement Method. TCTD has a current need to improve its decontamination ability. With COVID currently spiking, the need to purchase and implement such decontamination procedures is paramount. The only portable decontamination system that has been found that meets the needs established by TCTD is the AeroClave RDS 3110T.

6. Findings that Include Factual Information Supporting the Determination. The only portable decontamination system that has been found that meet the needs established by TCTD is the AeroClave RDS 3110T. Creative Bus Sales is the local supplier of the AeroClave system. Both AeroClave and Creative Bus Sales have proven track records. AeroClave uses a proprietary system. Creative Bus Sales is the only supplier of AeroClave located on the West Coast.

7. Results of Market Research. TCTD performed on-line research to identify potential equipment that could be checked against TCTD's identified needs. Multiple companies were then contacted to see if they could supply a portable decontamination system that would meet the needs of TCTD as identified above. Decontamination systems from four manufactures were compared to the needs identified by TCTD. The only portable decontamination system that has been found that meet the needs established by TCTD prior to its research is the AeroClave RDS 3110T. Creative Bus Sales is the local supplier of the AeroClave system. Both AeroClave and

Creative Bus Sales have proven track records. AeroClave uses a proprietary system. Creative Bus Sales is the only supplier of AeroClave located on the West Coast.

## **RECOMMENDATION**

Based upon the above findings, I recommend that the Board approve a Sole Source Procurement to purchase 6 AeroClave Portable Decontamination Systems, 121 mounts for same, 5 hand sprayers for same, 15 hoses for same (each unit can supply though 3 houses per vehicle which greatly decreases application time), 25 cases of disinfectant solution, and 6 data logging modules from Creative Bus Sales.

## **PUBLIC NOTICE**

Pursuant to OAR 137-047-0275 (2), a Contracting Agency shall give public notice of the Contract Review Authority's determination that the Goods and Services or class of Goods and Services are available from only one source in a manner similar to the public notice of Competitive Sealed Bids under ORS 279B.055(4) and OAR 137-047-0300. The public notice shall describe the Goods or Services to be acquired by a Sole Source Procurement. The Contracting Agency shall give such public notice at least seven days before Award of the Contract.

After the Sole Source Procurement has been approved by the Board, the following public notice will be posted on ORPIN to allow for the seven (7) day protest period:

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**PUBLIC NOTICE**  
Approval of a Sole Source Procurement  
First date of publication: November 23, 2020

A request for approval of a Sole Source Procurement was presented to and approved by the Board of the Tillamook County Transit District (TCTD), acting as the Local Contract Review Board, on November 19, 2020.

It has been determined based on written findings that the following Goods and Services are available from only one source.

The only portable decontamination system that has been found that meet the needs established by TCTD prior to its research is the AeroClave RDS 3110T. Creative Bus Sales is the local supplier of the AeroClave system. Both AeroClave and Creative Bus Sales have proven track records. AeroClave uses a proprietary system. Creative Bus Sales is the only supplier of AeroClave located on the West Coast. Therefore, TCTD will be procuring 6 AeroClave Portable Decontamination Systems, 121 mounts for same, 5 hand sprayers for same, 15 hoses for same (each unit can supply though 3 houses per vehicle which greatly decreases application time), 25 cases of disinfectant solution, and 6 data logging modules from Creative Bus Sales as approved in this Sole Source Procurement.

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The contract terms, conditions and specifications may be reviewed upon request by contacting Doug Pilant, General Manger, at 503-842-3115/Fax 503-815-2834 or at [dpilant@tillamookbus.com](mailto:dpilant@tillamookbus.com).

An affected person may protest the determination that the portable decontamination systems are available from only one source in accordance with OAR 137-047-0710. A written protest shall be delivered to the following address: Doug Pilant, General Manager, Tillamook County Transportation District, 3600 3rd Street, Suite A, Tillamook, OR 97141. The seven (7) day protest period will expire at 5:00 pm on \_\_\_\_\_. A protest must contain all the information required by OAR 137-047-0710 to be considered a valid protest. Incomplete protests will not be considered.

This public notice is being published on ORPIN at least seven days prior to the award of a public contract resulting from this request for approval of a Sole Source Procurement.

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**SOLE SOURCE DETERMINATION AND WRITTEN FINDINGS  
FUEL**

**(Goods)**

To: TCTD Board

From: Doug Pilant, CCTM, General Manager

Date: November 19, 2020

RE: **Sole Source Determination and Written Findings for Fuel from Carson Fuels  
(Goods)**

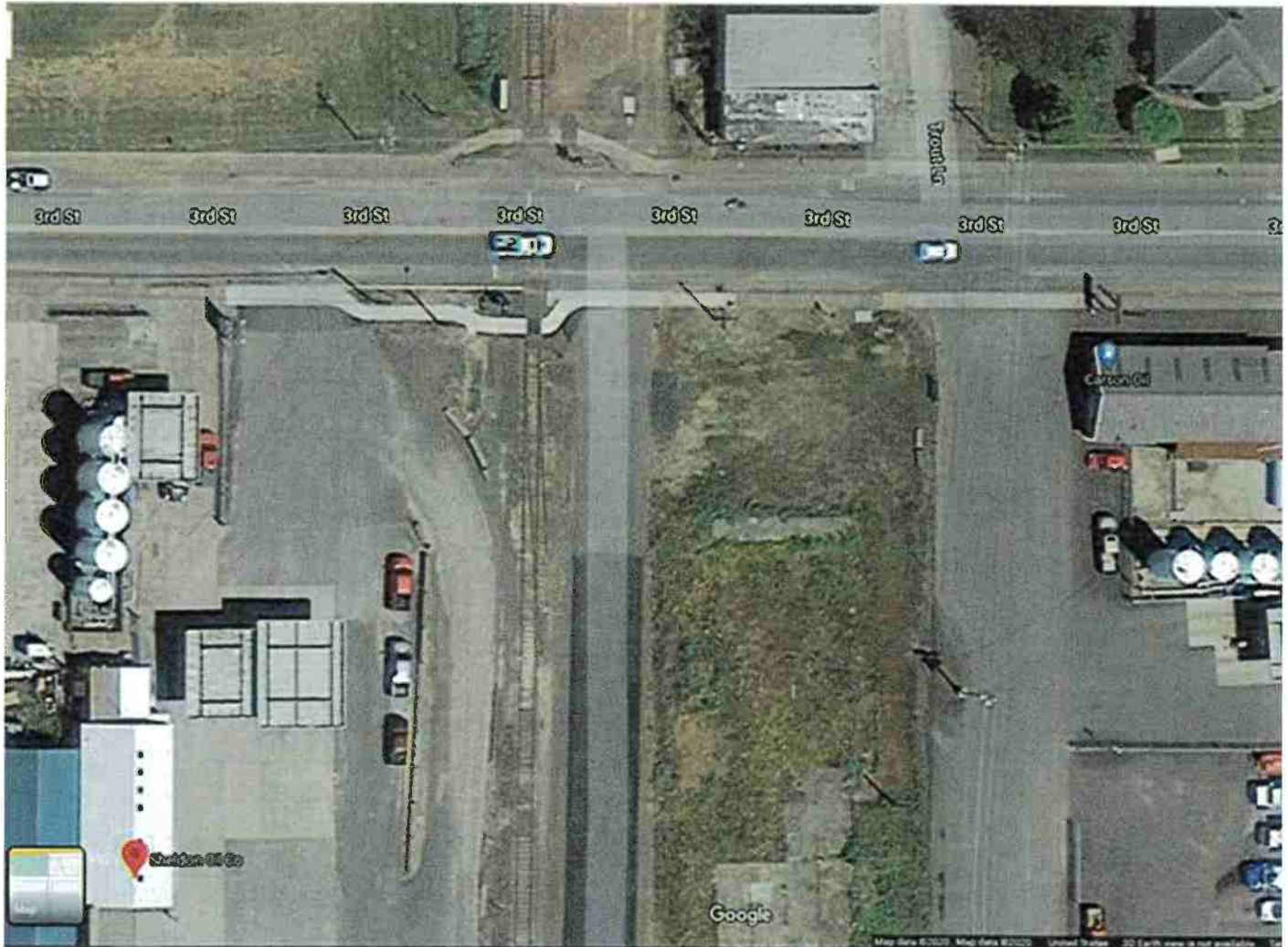
Tillamook County Transportation District (TCTD) needs a local fleet fuel supplier who can provide billing compatible with existing TCTD software while providing remote fueling access at remote locations often visited by TCTD vehicles. The purpose of this Sole Source Determination and Written Findings is to support the sole source acquisition of fuel for TCTD. TCTD wishes to purchase fuel from Carson Fuels.

**DETERMINATION AND FINDINGS**

Per ORS 279B.075, an agency must conduct market research and formally document its findings, including justification for the Sole Source procurement, in a written determination that includes the following specific information:

1. Project Name and Subject of the Contract. Fuel Purchase from Carson Fuels. Fuel is for TCTD fleet vehicles.
2. Estimated Total Value of Contract. ~\$233,000 (estimated from last year's fuel purchase). The total contract value for a year is expected to be lower as Carson Fuels' per gallon prices is often less per gallon than the current fuel supplier.
3. Background, Including Identification of Prospective Supplier. TCTD has identified two local suppliers that could potentially meet its fleet fuel needs. These suppliers are located near to the TCTD main building. Those vendors are Sheldon Oil and Carson Fuels. The below map shows their locations:

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Sheldon Oil is located on the left while Carson Fuels is located on the right across the street. TCTD currently purchases its fuel from Sheldon Oil. Last year TCTD purchased \$233,000 worth of fuel from Sheldon Oil.

TCTD has purchased the Fleetio Maintenance software platform to manage the maintenance records of its fleet. Fleetio launched in January 2012, and today thousands of companies and public bodies use Fleetio to manage hundreds of thousands of vehicles, equipment, parts, drivers and more. Fleetio is a comprehensive fleet management software that lets TCTD easily keep track of its vehicles, drivers, and even vehicle parts. Fleetio can track any expense incurred by TCTD's fleet in one location. Fleetio allows TCTD to understand the true cost of running its fleet. Fleetio can track any expense, from depreciation to fuel spending, including recurring expenses. It has real time tracking and reporting. Fleetio allows TCTD to track, understand and optimize its fuel costs. Fuel tracking allows TCTD to measure and reduce fuel costs, know its fuel economy, understand its cost per mile and potentially allows TCTD to monitor and reduce any potential fuel theft. Fuel data can easily be inputted into Fleetio with ease. Fleetio allows TCTD to input its fuel data by importing a CSV file of fuel entries from another system. The CSV files need to be supplied by the fuel vendor.

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One of the goals of TCTD purchasing the Fleetio software was to automate the process of inputting fueling data from its fuel vendor into the software, thereby streamlining the data entry process and saving TCTD valuable employee time and keeping the data base as current as possible. TCTD has contacted its current fuel vendor, Sheldon Oil, and requested that it supply a CSV file with its invoices to TCTD. Sheldon Oil has notified TCTD that it is unable to supply TCTD with CSV files with its invoicing. This currently prevents TCTD from using the CSV input feature of its Fleetio software and requires substantial time and effort to manually input the data.

The other local fuel supplier is Carson Fuels. TCTD has contacted Carson and inquired as to whether or not it can supply the necessary CSV files with its invoicing. Carson is able to provide a fuel report in a proper CSV format. This will allow TCTD to use the CSV input function of its current Fleetio software, thereby saving TCTD valuable and expensive labor in inputting data. This will also allow TCTD to get more timely information about fuel usage and costs.

Carson Fuels was started in 1938. For over 75 years, Carson has been delivering fuels to Oregon and Southwest Washington. It is an Original Trusted Carrier Partner with The Oregon Department of Transportation. In Oregon, there are only 641 Trusted Carrier Partners. The partnership requires all fleet to be equipped with transponders and to have an exemplary record of compliance with registration, tax, and safety requirements. Carson has 10 Oregon locations and 8 business lines. One of the Oregon locations is Tillamook.

Another potential benefit of switching to Carson Fuels is that TCTD will expand the number and locations of remote fueling locations. Carson Fuels is under the Pacific Pride and CFN card lock systems. Carson provides 267 Oregon locations (123 CFN and 144 Pacific Pride) Carson owns 25% or 1 of every 4 cardlocks in the State. It offers 1,500 Oregon locations via the extended network. TCTD can access the entire network through just 1 company and on 1 invoice. And that invoice can easily be inputted in Fleetio via a CSV file. This will expand fuel access to TCTD assets in Salem and Lincoln City, in which Pacific Pride predominates.

Sheldon Oil is only part of the CFN system. This means that, if TCTD moves to Carson, TCTD will be able to utilize both local fuel providers in that it can purchase fuel from both Sheldon and Carson but be only billed by Carson and receive a CSV file to input into Fleetio.

Another benefit of using Carson is that its per gallon prices are the same or less than those being charged by Sheldon Oil. A comparison of fuel prices on a couple dates is set forth below:

Diesel		
Date	Current Price	Carson Rate
08/03/2020	\$1.4700	<u>\$1.4601</u>
08/17/2020	\$1.4927	\$1.4927
08/27/2020	\$1.5056	\$1.5056

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Gas		
Date	Current Price	Carson Rate
08/05/2020	\$1.9074	<u>\$1.8900</u>
08/19/2020	\$2.0505	\$2.0505
08/31/2020	\$2.0105	<u>\$2.010</u>

With the amount of fuel used by TCTD in a year, the slightly lower prices per gallon will add up and will yield a significant savings.

In summary, TCTD wishes to purchase fuel from Carson so that TCTD can receive and use CSV files for its existing Fleetio software, with the additional advantages of expanding its access to local fueling locations, expanding access to remote fueling locations, and achieving significant savings.

4. Brief Description of the Contract or Contracts, Including Current and Contemplated Future Purchases of Product or Service. TCTD proposes to enter into a supplier agreement with Carson Fuels to purchase its fuel needs. Unless Sheldon Oil expands its capacity to provide CSV files, it is expected that TCTD would continue to purchase its fuel needs from Carson in the future.

5. Reasons the Agency is Seeking a Sole Source Procurement Method. TCTD has purchased and uses the Fleetio software to track its fleet. Fleetio requires a CSV file to input fueling information from a vendor. Sheldon Oil, the only other local fleet fueling supplier, cannot supply a CSV file to TCTD. Carson Fuels can supply a CSV file to TCTD. Purchasing fuel from Carson Fuels will streamline the fuel data input, thereby saving labor and time, and resulting in a more efficient and up-to-date database. Purchasing from Carson Fuels has the additional advantages of expanding TCTD access to local fueling locations (can use both Sheldon and Carson), expanding access to remote fueling locations (can use both CFN and Pacific Pride), and achieving significant savings (through lower per gallon costs). All of these benefits result in 1 invoice that can be easily inputted into Fleetio via the CSV file.

6. Findings that Include Factual Information Supporting the Determination. Carson is the only local fuel supplier that can provide TCTD with the CSV file required by its exiting Fleetio maintenance software.

7. Results of Market Research. TCTD identified two local suppliers that could potentially meet its fleet fuel needs. These suppliers are located near to the TCTD main building. Those vendors are Sheldon Oil and Carson Fuels. TCTD has contacted its current vendor, Sheldon Oil, and requested that it supply a CSV file with its invoices to TCTD. Sheldon Oil has notified TCTD that it is unable to supply TCTD with CSV files with its invoicing. This currently prevents TCTD from using the CSV input feature of its Fleetio software and requires substantial time and effort to manually input the data. The other local fuel supplier is Carson Fuels. TCTD has contacted Carson and inquired as to whether or not it can supply the necessary CSV files with its invoicing. Carson is able to provide a fuel report in a proper CSV format. This will allow TCTD to use the CSV input function of its current Fleetio software, thereby saving TCTD

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valuable and expensive labor in inputting data. This will also allow TCTD to get more timely information about fuel usage and costs.

## RECOMMENDATION

Based upon the above findings, I recommend that the Board approve a Sole Source Procurement to purchase fuel from Carson Fuels.

## PUBLIC NOTICE

Pursuant to OAR 137-047-0275 (2), a Contracting Agency shall give public notice of the Contract Review Authority's determination that the Goods and Services or class of Goods and Services are available from only one source in a manner similar to the public notice of Competitive Sealed Bids under ORS 279B.055(4) and OAR 137-047-0300. The public notice shall describe the Goods or Services to be acquired by a Sole Source Procurement. The Contracting Agency shall give such public notice at least seven days before Award of the Contract.

After the Sole Source Procurement has been approved by the Board, the following public notice will be posted on ORPIN to allow for the seven (7) day protest period:

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### PUBLIC NOTICE

Approval of a Sole Source Procurement  
First date of publication: November 23, 2020

A request for approval of a Sole Source Procurement was presented to and approved by the Board of the Tillamook County Transit District (TCTD), acting as the Local Contract Review Board, on November 19, 2020.

It has been determined based on written findings that the following Goods and Services are available from only one source.

TCTD needs a local fleet fueling supplier who can supply a CSV file with its invoice to be inputted into TCTD's current Fleetio fleet maintenance software. The only local supplier that can supply a CSV file with its invoice is Carson Fuels. Using Carson Fuels has the additional advantages of expanding TCTD's access to local fueling locations, expanding access to remote fueling locations, and achieving significant savings. Therefore, TCTD will be procuring fuel from Carson Fuels as approved in this Sole Source Procurement.

The contract terms, conditions and specifications may be reviewed upon request by contacting Doug Pilant, General Manager, at 503-842-3115/Fax 503-815-2834 or at [dpilant@tillamookbus.com](mailto:dpilant@tillamookbus.com).

An affected person may protest the determination that the portable decontamination systems are available from only one source in accordance with OAR 137-047-0710. A written protest shall

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be delivered to the following address: Doug Pilant, General Manager, Tillamook County Transportation District, 3600 3rd Street, Suite A, Tillamook, OR 97141. The seven (7) day protest period will expire at 5:00 pm on November 30, 2020. A protest must contain all the information required by OAR 137-047-0710 to be considered a valid protest. Incomplete protests will not be considered.

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