

Tillamook County Transportation District
Board of Directors
Regular Monthly Meeting



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



Thursday, March 18, 2021 at 6:00PM
Transportation Building
3600 Third Street, Tillamook, Oregon

Ordinance #3: 2nd and Final Public Hearing

Section 1.25 (4) **Refusal of service.** Refusal of service may occur only in situations where a rider engages in violent, seriously disruptive, or illegal conduct; or represents a direct threat to the health or safety of others. The District shall not refuse to provide service to an individual with disabilities solely because the individual's disability results in involuntary behavior that may offend, annoy, or inconvenience others.

Tillamook County Transportation District
 Normal Trial Balance
 From 2/28/2021 Through 2/28/2021

Account Code	Account Title	Debit Balance	Credit Balance
1001	General Checking Account	893,985.48	
1006	Payroll Checking	53,450.80	
1009	NW RIDES ACCOUNT	130,748.13	
1011	Prop. Mgmt. Checking	48,773.36	
1020	LGIP - General Account	1,179,997.40	
1030	LGIP - Capital Reserve	942,656.11	
1040	Petty Cash	200.00	
Report Total		3,249,811.28	0.00
Report Difference		3,249,811.28	

Handwritten: 3-5-21

Handwritten: 3-1-21
 qwr

Tillamook County Transportation District

Financial Statement

From 2/1/2021 Through 2/28/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	66%
Resources						
Working Capital				1,916,835.00	(1,916,835.00)	0.00%
Fares	11,877.76	25,000.00	123,152.43	300,000.00	(176,847.57)	41.05%
Contract Revenue	37,246.84	72,916.67	479,564.06	875,000.00	(395,435.94)	54.80%
Property Tax	5,602.34	79,166.67	964,290.07	950,000.00	14,290.07	101.50%
Past Years Property Tax	1,515.00	2,083.33	15,670.19	25,000.00	(9,329.81)	62.68%
State Timber Revenue	61,245.15	22,916.67	118,512.34	275,000.00	(156,487.66)	43.09%
Mass Transit State Payroll Tax	0.00	7,083.33	62,506.30	85,000.00	(22,493.70)	73.53%
STIF Formula	0.00	121,180.25	271,559.00	484,721.00	(213,162.00)	56.02%
STIF Intercommunity	0.00	76,000.00	85,678.00	304,000.00	(218,322.00)	28.18%
STIF Discretionary	0.00	88,000.00	36,618.00	352,000.00	(315,382.00)	10.40%
Capital Grants	0.00	0.00	0.00	1,091,000.00	(1,091,000.00)	0.00%
Grants - FTA 5311	0.00	0.00	478,581.00	395,000.00	83,581.00	121.15%
Grants - COVID	0.00	0.00	67,288.38	0.00	67,288.38	0.00%
NWOTA Partner Cont. Match	0.00	12,000.00	31,500.00	42,000.00	(10,500.00)	75.00%
Grants - STF	0.00	16,925.00	50,775.00	67,700.00	(16,925.00)	75.00%
Grants - 5311 (f)	0.00	0.00	71,094.00	184,000.00	(112,906.00)	38.63%
Grants - 5310	0.00	0.00	96,968.00	332,000.00	(235,032.00)	29.20%
Special Bus Operations	0.00	208.33	0.00	2,500.00	(2,500.00)	0.00%
Miscellaneous Income	0.00	416.67	23,200.89	5,000.00	18,200.89	464.01%
Sale of Assets - Income	0.00	833.33	0.00	10,000.00	(10,000.00)	0.00%
Interest Income	1,207.87	2,708.33	10,278.98	32,500.00	(22,221.02)	31.62%
Advertising Income	0.00	83.33	0.00	1,000.00	(1,000.00)	0.00%
Lease Income	2,000.00	1,500.00	15,500.00	23,000.00	(7,500.00)	67.39%
Lease Operational Exp Income	1,018.60	541.67	6,715.30	18,000.00	(11,284.70)	37.30%

Monthly BOD Report w/YTD Budget & Variance

Date: 3/10/21 02:53:56 PM

3

Tillamook County Transportation District
Financial Statement

From 2/1/2021 Through 2/28/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	66%
Transfer From General Fund	4911	0.00	0.00	157,050.00	(10,000.00)	93.63%
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 NWOTA	4917	3,000.00	3,000.00	0.00	3,000.00	0.00%
Transfer from STIF Fund	4918	128,058.48	161,751.48	945,000.00	(783,248.52)	17.11%
Total Resources		<u>252,772.04</u>	<u>3,321,253.42</u>	<u>8,951,927.00</u>	<u>(5,630,673.58)</u>	<u>37.10%</u>
Expenses						
Personnel Services						
Payroll: Administration	5010	24,970.46	218,385.13	366,000.00	147,614.87	59.66%
Payroll: Dispatch	5020	7,300.33	71,108.27	92,000.00	20,891.73	77.29%
Payroll: Drivers	5030	74,620.00	671,441.63	1,120,000.00	448,558.37	59.95%
Payroll: Maintenance	5040	5,266.61	48,584.62	70,000.00	21,415.38	69.40%
Payroll Expense	5050	8,555.73	81,573.26	123,500.00	41,926.74	66.05%
Payroll Healthcare	5051	31,176.42	246,161.51	437,352.00	191,190.49	56.28%
Payroll Retirement	5052	5,108.60	47,631.07	70,500.00	22,868.93	67.56%
Payroll Veba	5053	3,193.40	26,737.92	45,600.00	18,862.08	58.63%
Workers Compensation Ins.	5055	0.00	39,813.63	32,000.00	(7,813.63)	124.41%
Total Personnel Services		<u>160,191.55</u>	<u>1,451,437.04</u>	<u>2,356,952.00</u>	<u>905,514.96</u>	<u>61.58%</u>
Materials and Services						
Professional Services	5100	(3,517.49)	95,655.63	110,250.00	14,594.37	86.76%
Administrative Support	5101	0.00	10,462.50	25,000.00	14,537.50	41.85%
Website Maintenance	5102	0.00	0.00	7,500.00	7,500.00	0.00%
Planning	5103	5,423.51	34,336.36	30,000.00	(4,336.36)	114.45%
Dues & Subscriptions	5120	12.99	7,241.53	15,000.00	7,758.47	48.27%

Date: 3/10/21 02:53:56 PM

Monthly BOD Report w/YTD Budget & Variance

Page: 2

F

Tillamook County Transportation District

Financial Statement

From 2/1/2021 Through 2/28/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	66%
Office Equipment R&R	225.22	333.33	1,813.03	4,000.00	2,186.97	45.32%
Computer R&M	2,000.05	3,375.00	20,476.68	40,500.00	20,023.32	50.55%
Fees & Licenses	13,652.70	2,583.33	26,133.11	31,000.00	4,866.89	84.30%
Insurance	0.00	8,333.33	107,514.00	100,000.00	(7,514.00)	107.51%
Office Expense	360.47	1,250.00	11,491.93	15,000.00	3,508.07	76.61%
Board Expense	488.55	1,083.33	4,123.83	13,000.00	8,876.17	31.72%
Operational Expense	4,735.97	3,374.99	30,226.64	40,500.00	10,273.36	74.63%
Drug & Alcohol Administration	170.00	208.33	1,140.00	2,500.00	1,360.00	45.60%
Marketing	(2,715.19)	4,583.34	13,248.95	55,000.00	41,751.05	24.08%
Website Re-Design	5,576.00	6,250.00	33,531.00	75,000.00	41,469.00	44.70%
Transit Access Project	0.00	0.00	2,487.83	0.00	(2,487.83)	0.00%
Telephone Expense	939.95	1,633.33	12,041.34	19,600.00	7,558.66	61.43%
Travel & Training	185.95	2,666.68	6,712.73	32,000.00	25,287.27	20.97%
Vehicle Expense	6,517.62	16,666.67	171,608.06	200,000.00	28,391.94	85.80%
Fuel Expense	18,068.05	20,833.33	128,320.44	250,000.00	121,679.56	51.32%
Postage	74.98	166.67	1,225.60	2,000.00	774.40	61.28%
Mgmt/Labor Recreation Fund	0.00	225.67	0.00	2,708.00	2,708.00	0.00%
Transit & Visitor Center Lease	1,400.00	700.00	6,300.00	0.00	(6,300.00)	0.00%
Transit & Visitor Center Maint	1,269.55	1,500.00	11,566.03	18,000.00	6,433.97	64.25%
General Operating Cont.	0.00	0.00	0.00	250,000.00	250,000.00	0.00%
COVID Expense	8,494.10	0.00	93,578.47	0.00	(93,578.47)	0.00%
Property Operating Expense	2,665.65	2,041.67	14,585.78	24,500.00	9,914.22	59.53%
Flex Lease: Fees	0.00	41.67	0.00	500.00	500.00	0.00%
Property Maint. & Repair	5,766.63	2,083.33	31,158.01	25,000.00	(6,158.01)	124.63%
Operations Facility Maint.	75.82	333.33	2,200.50	4,000.00	1,799.50	55.01%

Date: 3/10/21 02:53:56 PM

Monthly BOD Report w/YTD Budget & Variance

Page: 3

57

Tillamook County Transportation District

Financial Statement

From 2/1/2021 Through 2/28/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	66%
Total Materials and Services	71,871.08	95,913.16	879,179.98	1,392,558.00	513,378.02	63.13%
Special Payments						
STF Payments to Recipients	0.00	1,742.83	15,687.00	20,914.00	5,227.00	75.00%
STIF Payments to Recipients	0.00	0.00	3,750.00	5,000.00	1,250.00	75.00%
Total Special Payments	0.00	1,742.83	19,437.00	25,914.00	6,477.00	75.01%
Transfers						
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	135,050.00	135,050.00	0.00	100.00%
Transfer to General Fund	105,899.48	0.00	139,592.48	930,786.00	791,193.52	14.99%
Transfer to Vehicle Reserve	0.00	0.00	0.00	10,000.00	10,000.00	0.00%
Transfer to NWOTA Fund	25,159.00	0.00	37,159.00	76,000.00	38,841.00	48.89%
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	131,058.48	0.00	311,801.48	2,906,153.00	2,594,351.52	10.73%
Capital Outlay						
Debt Service						
Flex Lease: Principal	0.00	4,583.33	55,110.00	55,000.00	(110.00)	100.20%
Flex Lease: Interest	0.00	504.17	1,512.50	6,050.00	4,537.50	25.00%
PUD Loan Expense	602.58	625.00	4,820.64	7,500.00	2,679.36	64.27%
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	74,598.36	103,350.00	28,751.64	72.18%
Capital Purchases						
Building Repair & Renovation	0.00	2,500.00	34,159.15	30,000.00	(4,159.15)	113.86%
Bus Replacement/Addition	0.00	0.00	0.00	840,000.00	840,000.00	0.00%

Monthly BOD Report w/YTD Budget & Variance

Date: 3/10/21 02:53:56 PM

Tillamook County Transportation District

Financial Statement

From 2/1/2021 Through 2/28/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	66%
6010 Van Replacement/Addition	0.00	0.00	0.00	505,000.00	505,000.00	0.00%
6020 Computer Upgrade	0.00	416.67	0.00	5,000.00	5,000.00	0.00%
6021 Fuel Cell Triangulation Point	0.00	500.00	0.00	6,000.00	6,000.00	0.00%
6040 Bus Stop Signage/Shelters	0.00	13,750.00	5,679.00	165,000.00	159,321.00	3.44%
6050 Other Capital Projects	9,034.00	51,333.33	175,530.17	616,000.00	440,469.83	28.49%
Total Capital Purchases	9,034.00	68,500.00	215,368.32	2,167,000.00	1,951,631.68	9.94%
Total Capital Outlay	9,636.58	74,212.50	289,966.68	2,270,350.00	1,980,383.32	12.77%
Total Expenses	372,757.69	368,281.16	2,951,822.18	8,951,927.00	6,000,104.82	32.97%

NWR

Tillamook County Transportation District
Financial Statement
From 2/1/2021 Through 2/28/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	66%
Resources						
4026 NWR Revenue	335,945.38	437,316.67	2,353,866.72	5,247,800.00	(2,893,933.28)	44.85%
4027 NWR Reserve	0.00	0.00	213,462.30	0.00	213,462.30	0.00%
4221 Grants - COVID	0.00	0.00	14,434.37	0.00	14,434.37	0.00%
4510 Interest Income	0.00	0.00	100.00	0.00	100.00	0.00%
Total Resources	335,945.38	437,316.67	2,581,863.39	5,247,800.00	(2,665,936.61)	49.20%
Expenses						
Personnel Services						
5010 Payroll: Administration	19,093.52	23,750.00	179,133.86	285,000.00	105,866.14	62.85%
5041 Payroll: Indirect	380.88	2,500.00	5,560.88	30,000.00	24,439.12	18.53%
5050 Payroll Expense	1,435.36	2,083.33	14,044.88	25,000.00	10,955.12	56.17%
5051 Payroll Healthcare	8,018.66	9,166.67	65,716.87	110,000.00	44,283.13	59.74%
5052 Payroll Retirement	1,070.56	1,250.00	10,417.09	15,000.00	4,582.91	69.44%
5053 Payroll Yeba	875.64	1,083.33	7,222.26	13,000.00	5,777.74	55.55%
5055 Workers Compensation Ins.	0.00	0.00	318.42	0.00	(318.42)	0.00%
Total Personnel Services	30,874.62	39,833.33	282,414.26	478,000.00	195,585.74	59.08%
Materials and Services						
5100 Professional Services	0.00	416.67	9,161.57	5,000.00	(4,161.57)	183.23%
5120 Dues & Subscriptions	0.00	125.00	0.00	1,500.00	1,500.00	0.00%
5140 Office Equipment R&R	225.22	333.33	1,813.03	4,000.00	2,186.97	45.32%
5145 Computer R&M	2,031.73	1,250.00	13,225.53	15,000.00	1,774.47	88.17%
5150 Fees & Licenses	213,462.30	451,250.00	223,537.27	465,000.00	241,462.73	48.07%
5160 Insurance	0.00	166.67	0.00	2,000.00	2,000.00	0.00%
5170 Office Expense	694.63	833.33	3,517.76	10,000.00	6,482.24	35.17%



Tillamook County Transportation District

Financial Statement

From 2/1/2021 Through 2/28/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	66%
Operational Expense	5180	0.00	511.73	1,500.00	988.27	34.11%
Telephone Expense	5210	1,297.25	17,584.03	20,000.00	2,415.97	87.92%
Travel & Training	5220	0.00	182.69	5,000.00	4,817.31	3.65%
Postage	5260	109.95	379.60	1,000.00	620.40	37.96%
Purchased Transportation	5265	109,579.85	1,588,968.07	3,550,000.00	1,961,031.93	44.75%
Member Mileage Reimbursement	5266	0.00	66,920.00	275,000.00	208,080.00	24.33%
Volunteer Mileage Reimburse	5267	22,793.19	158,352.06	400,000.00	241,647.94	39.58%
Office Rent	5281	400.00	3,200.00	4,800.00	1,600.00	66.66%
Property Operating Expense	5300	336.91	2,414.32	10,000.00	7,585.68	24.14%
Total Materials and Services		350,931.03	2,089,767.66	4,769,800.00	2,680,032.34	43.81%
Total Expenses		381,805.65	2,372,181.92	5,247,800.00	2,875,618.08	45.20%

Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account

From 2/1/2021 Through 2/28/2021

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
16087	2/9/2021	4,728.63	ABILA	ANNUAL SOFTWARE FEES
16088	2/9/2021	295.60	ALSCO - Portland Linen	MATT SERVICE
16089	2/9/2021	376.73	BAUDVILLE	FIVE YEAR RECOGNITION
16090	2/9/2021	325.00	Burden's Muffler & Towing	TOW BUS 302
16091	2/9/2021	850.00	WAVE	TELEPHONE
16092	2/9/2021	106.81	COMCAST	SALEM INTERNET
16093	2/9/2021	1,008.00	COUNTRY MEDIA	ADVERTISING
16093	2/9/2021	125.55	COUNTRY MEDIA	ADVERTISING
16094	2/9/2021	40.00	CENTURYLINK	HARD LINE FAX
16095	2/9/2021	100.00	ERIN RYAN	CDL PHYSICAL
16096	2/9/2021	50.00	Gary A. Hanenkrat	BOARD MEETING 01.21.21
16097	2/9/2021	50.00	JACKIE EDWARDS	BOARD MEETING 01.21.21
16098	2/9/2021	50.00	JIM HUFFMAN	BOARD MEETING 01.21.21
16099	2/9/2021	50.00	JUDY RIGGS	BOARD MEETING 01.21.2021
16100	2/9/2021	3,415.49	KITTELSON & ASSOCIATES, INC.	STIF PLANNING
16101	2/9/2021	900.00	KDEP-FM/KTIL-FM/KTIL-AM	ADVERTISING
16102	2/9/2021	50.00	Linda Adler	BOARD MEETING 01.21.21
16103	2/9/2021	1,913.57	LUM'S AUTO CENTER, INC.	VAN 102 ENGINE REPAIR
16104	2/9/2021	134.06	MAC TOOLS DISTRIBUTING	SHOP TOOLS
16105	2/9/2021	1,154.55	Marie Mills Center, Inc	JANITORIAL TRANSIT CENTER
16105	2/9/2021	22.92	Marie Mills Center, Inc	JANITORIAL SUPPLIES
16106	2/9/2021	50.00	MARTY HOLM	BOARD MEETING 01/21/2021
16107	2/9/2021	50.00	MELISSA CARLSON-SWANSON	BOARD MEETING 01.21.21
16108	2/9/2021	34.24	Office Depot Credit Plan	OFFICE SUPPLIES
16108	2/9/2021	38.98	Office Depot Credit Plan	OFFICE SUPPLIES
16108	2/9/2021	77.64	Office Depot Credit Plan	OFFICE SUPPLIES
16109	2/9/2021	12.00	OR DEPT OF MOTOR VEHICLES	DRIVING RECORDS
16110	2/9/2021	122.84	PACIFIC CITY SUN	ADVERTISING
16110	2/9/2021	122.84	PACIFIC CITY SUN	ADVERTISING
16111	2/9/2021	53.76	PAUL NORTON	MILEAGE- COVID VACCINE
16112	2/9/2021	58.97	PETERSON TRUCKS INC	SHOP SUPPLIES/HOSE
16113	2/9/2021	838.89	PETROCARD INC.	FUEL
16114	2/9/2021	76.39	PORTLAND GENERAL	SALEM ELECTRIC
16115	2/9/2021	39.54	Rosenberg Builders Supply	SHOP SUPPLIES
16116	2/9/2021	15,140.16	Sheldon Oil Distributors	FUEL
16117	2/9/2021	49.95	VANIR BROADBAND, INC.	INTERNET
16118	2/9/2021	394.80	VERIZON	TABLET DATA
16119	2/17/2021	89.50	CAR CARE SPECIALISTS, INC.	DEF
16120	2/17/2021	307.16	O'REILLY AUTOMOTIVE STORES	SHOP SUPPLIES
16121	2/17/2021	567.58	CUMMINS NORTHWEST, LLC	SHOP INVENTORY
16121	2/17/2021	96.85	CUMMINS NORTHWEST, LLC	SHOP INVENTORY
16122	2/17/2021	185.54	DSU PETERBILT & GMC INC	BUS 204 WORK
16123	2/17/2021	473.14	FleetPride, Inc.	SHOP SUPPLIES
16124	2/17/2021	365.00	KEMPS NORTH COAST TOOLS	SHOP TOOLS
16124	2/17/2021	72.75	KEMPS NORTH COAST TOOLS	SHOP TOOLS
16124	2/17/2021	20.50	KEMPS NORTH COAST TOOLS	SHOP TOOLS
16125	2/17/2021	3,046.08	LES SCHWAB WAREHOUSE CENTER	TIRES
16126	2/17/2021	2,781.89	McCOY FREIGHTLINER	VEHICLE MAINTENANCE
16127	2/17/2021	167.83	DAVISON AUTO PARTS, INC.	SHOP SUPPLIES
16128	2/17/2021	238.28	NORTHSIDE FORD	BUS 34 MAINTENANCE
16129	2/17/2021	321.49	Tillamook Motor Co.	BUS 202 RADIATOR
16130	2/17/2021	2,819.08	CARDMEMBER SERVICE	CARD CHARGES
16131	2/17/2021	146.13	Fred Meyer Customer Charges	JANUARY 2021
16132	2/17/2021	112.00	Tillamook County	FILING FEES - TRANSIT VISITOR CENTER
16132	2/17/2021	460.00	Tillamook County	FEES FOR PARTITION PLAT- VISIT CENTER

10

Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account

From 2/1/2021 Through 2/28/2021

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
16132	2/17/2021	(572.00)	Tillamook County	REVERSE INVOICES
16133	2/23/2021	1,010.10	ADP, LLC	PAYROLL SUPPORT
16134	2/23/2021	170.00	BIO-MED TESTING SERVICE, INC.	DRUG SCREENING
16135	2/23/2021	700.00	City Of Tillamook	TVC LEASE
16136	2/23/2021	50.00	Gary A. Hanenkrat	FEBRUARY 2021
16137	2/23/2021	502.05	GenXsys Solutions, LLC	FEBRUARY 2021
16137	2/23/2021	1,498.00	GenXsys Solutions, LLC	FEBRUARY 2021
16138	2/23/2021	225.00	INNOVA LEGAL ADVISORS	LEGAL
16139	2/23/2021	303.67	J. J. Keller & Associates, Inc	PRE TRIP BOOKS
16140	2/23/2021	50.00	JACKIE EDWARDS	FEBRUARY 2021
16141	2/23/2021	50.00	JIM HUFFMAN	FEBRUARY 2021
16142	2/23/2021	100.00	John Grover	CDL PHYSICAL
16143	2/23/2021	2,612.00	JORDAN SCHRADER RAMIS, PC	LEGAL/PROPANE
16143	2/23/2021	1,054.00	JORDAN SCHRADER RAMIS, PC	LEGAL
16144	2/23/2021	50.00	JUDY RIGGS	FEBRUARY 2021
16145	2/23/2021	50.00	Linda Adler	FEBRUARY 2021
16146	2/23/2021	50.00	MARTY HOLM	FEBRUARY 2021
16147	2/23/2021	50.00	MELISSA CARLSON-SWANSON	FEBRUARY 2021
16148	2/23/2021	1,025.00	NATHAN LEVIN	FEBRUARY 2021
16149	2/23/2021	986.78	PETROCARD INC.	FUEL
16150	2/23/2021	225.22	Pacific Office Automation	TCTD COPIER LEASE
16151	2/23/2021	44.92	Tillamook PUD	LARGE BUS BARN
16151	2/23/2021	30.90	Tillamook PUD	SMALL BUS BARN
16152	2/23/2021	95.00	TOMMIE HUFFMAN	CDL PHYSICAL
16153	2/23/2021	3,500.00	TRANSIT	FARE POLICY PUBLIC OUTREACH/ PLANNING
16154	2/23/2021	<u>12,600.00</u>	TRILLIUM SOLUTIONS, INC.	ANNUAL SWIFTLY SUPPORT
Report Total		<u>71,639.35</u>		

Tillamook County Transportation District

Check/Voucher Register

1006 - Payroll Checking

From 2/1/2021 Through 2/28/2021

<u>Document Number</u>	<u>Document Date</u>	<u>Payee</u>
5615	2/4/2021	HAILEY FIELDS
5616	2/10/2021	ATU LOCAL #757
5617	2/10/2021	SPECIAL DISTRICTS INS. SERVICE
5618	2/10/2021	PACIFIC SOURCE
5619	2/11/2021	HRA VEBA TRUST
5620	2/22/2021	ROY NIEDERHISER
5621	2/25/2021	ATU LOCAL #757

12

Tillamook County Transportation District

Check/Voucher Register
1009 - NW RIDES ACCOUNT
From 2/1/2021 Through 2/28/2021

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
2885	2/9/2021	2,141.24	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
2885	2/9/2021	1,210.84	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
2886	2/9/2021	340.00	BRYAN P. FITZSIMMONS, CPA	NWR BUDGET
2887	2/9/2021	732.43	WAVE	TELEPHONE
2888	2/9/2021	50.99	CENTURYLINK	HARD LINE FAX
2889	2/9/2021	4,306.16	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
2889	2/9/2021	3,624.00	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
2890	2/9/2021	7,367.00	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
2891	2/9/2021	5,791.20	METRO WEST	PROVIDER TRANSPORTATION
2892	2/9/2021	13,561.62	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
2892	2/9/2021	13,672.12	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
2893	2/9/2021	728.00	SUNSET EMPIRE TRANSIT	PROVIDER TRANSPORTATION
2894	2/9/2021	9,217.50	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
2895	2/9/2021	10,009.40	TILLAMOOK CNTY TRANS. DIST.	JANUARY BENEFITS
2896	2/9/2021	200.00	TILLAMOOK CNTY TRANS. DIST.	NWR INDIRECT PR 011521
2897	2/9/2021	11,329.91	TILLAMOOK CNTY TRANS. DIST.	NWR PAYROLL 01292021
2898	2/9/2021	200.00	TILLAMOOK CNTY TRANS. DIST.	INDIRECT 01.29.21
2899	2/9/2021	10,431.36	TILLAMOOK CNTY TRANS. DIST.	NWR PAYROLL 011521
2900	2/9/2021	7,780.25	WAPATO SHORES	PROVIDER TRANSPORTATION
2901	2/9/2021	3,598.00	WILLAMETTE VALLEY TRANSPORT	PROVIDER TRANSPORTATION
2902	2/15/2021	160.46	ALFREDO EVANGELISTA	VOLUNTEERS
2903	2/15/2021	3,178.24	JANNA SMITH	VOLUNTEERS
2904	2/15/2021	3,031.52	JOHN REKART JR	VOLUNTEERS
2905	2/15/2021	2,900.72	KANDIS LIDAY	VOLUNTEERS
2906	2/15/2021	606.08	LEANN CHUINARD	VOLUNTEERS
2907	2/15/2021	3,498.93	ROXANNE ANDERSON	VOLUNTEERS
2908	2/15/2021	3,086.44	SEAN REKART	VOLUNTEERS
2909	2/15/2021	3,174.32	VAL HOLYOAK	VOLUNTEERS
2910	2/15/2021	3,156.48	WILLIAM NERENBERG	VOLUNTEERS
2911	2/16/2021	1,451.52	AAA RIDE ASSIST	Provider Transportation
2912	2/16/2021	3,978.40	COLUMBIA COUNTY RIDER	Provider Transportation
2913	2/16/2021	5,444.00	MEDIX AMBULANCE	Provider Transportation
2914	2/16/2021	1,187.50	MTN RETREAT SECURE TRANSPORT	Provider Transportation
2915	2/16/2021	11,662.26	RYANS TRANSPORTATION SERVICE	Provider Transportation
2916	2/16/2021	916.00	SUNSET EMPIRE TRANSIT	Provider Transportation
2916	2/16/2021	775.00	SUNSET EMPIRE TRANSIT	Covid Meals
2916	2/16/2021	1,259.00	SUNSET EMPIRE TRANSIT	Provider Transportation
2917	2/16/2021	12,017.75	TILLAMOOK CNTY TRANS. DIST.	Provider Transportation
2918	2/17/2021	646.78	TILLAMOOK CNTY TRANS. DIST.	JANUARY 2021 RENT/UTILITY
2919	2/17/2021	876.69	CARDMEMBER SERVICE	CARD CHARGES
2920	2/17/2021	203.58	Fred Meyer Customer Charges	JANUARY 2021
2921	2/19/2021	213,462.30	CareOregon	NWR GAINSHARE, Q2, Q3 AND Q4
2922	2/22/2021	0.00		
2923	2/22/2021	2,017.68	AAA RIDE ASSIST	TRANSPORTATION PROVIDER
2924	2/22/2021	3,135.75	COLUMBIA MEDICAL	TRANSPORTATION PROVIDER
2925	2/22/2021	4,986.00	MEDIX AMBULANCE	TRANSPORTATION PROVIDER
2926	2/22/2021	13,137.19	RYANS TRANSPORTATION SERVICE	TRANSPORTATION PROVIDER
2927	2/22/2021	9,882.25	TILLAMOOK CNTY TRANS. DIST.	TRANSPORTATION PROVIDER
2928	2/23/2021	1,502.00	GenXsys Solutions, LLC	FEBRUARY 2021
2929	2/23/2021	225.22	Pacific Office Automation	NWR COPIER LEASE
2930	2/24/2021	176.00	MEDIX AMBULANCE	AFTER HOURS PHONES
2931	2/24/2021	280.85	SUNSET EMPIRE TRANSIT	PH: 503-861-0657 FINAL
2932	2/24/2021	10,286.15	TILLAMOOK CNTY TRANS. DIST.	Payroll 2.12.21
2933	2/24/2021	200.00	TILLAMOOK CNTY TRANS. DIST.	FEB PR INDIRECT
2934	2/24/2021	180.88	TILLAMOOK CNTY TRANS. DIST.	FEB IND PAYROLL 2.26.21
2935	2/24/2021	10,242.73	TILLAMOOK CNTY TRANS. DIST.	FEB PAYROLL 2.26.21
2936	2/26/2021	2,772.75	COLUMBIA MEDICAL	PROVIDER TRANSPORTAION

13

Tillamook County Transportation District

Check/Voucher Register
1009 - NW RIDES ACCOUNT
From 2/1/2021 Through 2/28/2021

<u>Document Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
2937	2/26/2021	5,528.84	MEDIX AMBULANCE	PROVIDER TRANSPORTAION
2938	2/26/2021	312.50	MTN RETREAT SECURE TRANSPORT	PROVIDER TRANSPORTAION
2939	2/26/2021	<u>10,608.50</u>	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTAION
Report Total		<u>458,441.28</u>		

14

Tillamook County Transportation District

Check/Voucher Register
1011 - Prop. Mgmt. Checking
From 2/1/2021 Through 2/28/2021

<u>Document Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
4370	2/9/2021	725.00	CHRISSY'S CLEANING SERVICE	JANITORIAL
4371	2/9/2021	3,000.00	DANIEL E KEPHART	CARPET PROJECT
4372	2/9/2021	840.00	JNB MECHANICAL, INC.	HVAC
4373	2/9/2021	464.82	Marie Mills Center, Inc	JANITORIAL 3RD ST
4374	2/9/2021	540.00	North Coast Lawn	LANDSCAPING
4375	2/9/2021	382.49	TILLAMOOK CITY UTILITIES	WATER SEWER
4376	2/9/2021	167.95	CITY SANITARY SERVICE	GARBAGE
4377	2/23/2021	<u>2,635.44</u>	Tillamook PUD	ELECTRIC AND LOAN
Report Total		<u>8,755.70</u>		

UMPQUA BANK: CLOSING DATE 2/23/2021			
Date	Vendor	Description of Transaction	Amount
DOUG PILANT			
02/17/21	ADOBE ACROPRO	ADOBE SOFTWARE	\$ (27.18)
01/27/21	VIRTUAL POSTMAIL	POSTAGE	\$ 25.00
02/01/21	FACEBOOK	ADMIN ASSISANT ADVERTISING	\$ 38.72
02/03/21	FRED MEYER	EMPLOYEE APPRECIATION	\$ 214.75
02/11/21	FRED MEYER	OFFICE SUPPLIES	\$ 114.92
02/16/21	ADOBE ACROPRO	ADOBE SOFTWARE	\$ 359.88
			\$ 726.09
CATHY BOND			
01/29/21	LANGUAGE LINE	NWR TELEPHONE	\$ 126.40
02/01/21	FIELDPRINT	FINGERPRINTING	\$ 12.50
02/02/21	ENDICIA	NWR POSTAGE	\$ 9.95
02/04/21	AMAZON.COM	COMPUTER MONITOR STANDS	\$ 529.73
02/08/21	ADOBE ACROPRO	NWR ADOBE SOFTWARE	\$ 24.99
02/16/21	USPS	NWR POSTAGE	\$ 100.00
02/17/21	BLUE HERON	MEALS/STAFF BRANDYS FIRST DAY	\$ 91.39
			\$ 894.96
BRENT OLSON			
02/02/21	TILLAMOOK COUNTY HEATH DEPT	EMPLOYEE MED CERT	\$ 95.00
02/04/21	PACIFIC RESTAURANT	MEALS/BRENT AND EMPLOYEE MEETING	\$ 20.00
02/16/21	RAM MOUNTS	TABLET HOLDERS	\$ 102.24
02/18/21	TACO BELL	MEALS/BUS DELIVERY	\$ 5.00
			\$ 222.24
TABATHA WELCH			
01/27/21	LA PROVIDENCIA	MEALS/CATHY & TABATHA MEETING	\$ 28.46
02/02/21	INDEED	JOB POSTING RECRUITMENT	\$ 214.74
02/05/21	AMAZON.COM	OFFICE SUPPLIES	\$ 12.23
02/11/21	AMAZON.COM	COVID- FACE MASKS	\$ 635.70
02/12/21	AMAZON.COM	COVID- FACE MASKS	\$ 179.75
02/16/21	ENDICIA	POSTAGE	\$ 24.99
02/17/21	AMAZON.COM	MONTHLY MEMBERSHIP	\$ 12.99
02/22/21	WERNER	MEALS/CATHY & TABATHA BOARD MEETING	\$ 33.93
			\$ 1,142.79
CLAYTON NORRBOM			
02/16/21	COSTCO	BUS SANITIZING/CLEANERS	\$ 119.21
			\$ 119.21
STATEMENT TRUE UP			
		Charges total	\$ 3,105.29
		Grand Total	\$ 3,105.29
APPROVAL			DATE 3-8-21



UMPQUA BANK

February 2021 Statement

Open Date: 01/26/2021 Closing Date: 02/23/2021



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

Account: 7790

Cardmember Service
BUS 30 ELN 8

1-866-552-8855
15

New Balance	\$3,105.28
Minimum Payment Due	\$32.00
Payment Due Date	03/22/2021

Reward Points	
Earned This Statement	3,158
Reward Center Balance as of 02/22/2021	74,246
For details, see your rewards summary.	

Activity Summary		
Previous Balance	+	\$3,695.76
Payments	-	\$3,695.77 ^{CR}
Other Credits	-	\$27.18 ^{CR}
Purchases	+	\$3,132.47
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
New Balance	=	\$3,105.28
Past Due		\$0.00
Minimum Payment Due		\$32.00
Credit Line		\$10,000.00
Available Credit		\$6,894.72
Days in Billing Period		29

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



UMPQUA BANK

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

- to pay by phone
- to change your address

000032165 01 SP 000638735144193 P Y

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



Account Number	7790
Payment Due Date	3/22/2021
New Balance	\$3,105.28
Minimum Payment Due	\$32.00

Amount Enclosed \$ _____

Cardmember Service

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



17



Visa Business Rewards Company Card

Rewards Center Activity as of 02/22/2021

Rewards Center Activity*	0
Rewards Center Balance	74,246

*This item includes points redeemed, expired and adjusted.

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	3,051	6,595
Gas, Restaurants & Telecom Double Points	107	407
Total Earned	3,158	7,002

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.

We have added Mobile Authentication and Cellular Phone Contact Policy to and made changes to the Arbitration Agreement in your account agreement. Please visit card.myaccountaccess.com/agreementchanges to review. If you have any questions, call the number on the back of your card.

PAY TAXES WITH YOUR CARD. It's a fast, easy and secure way to pay your federal and state taxes. FAST - Pay instantly online. EASY - Your payment is processed right away and confirmed with an electronic receipt. SECURE - No worries about your payment getting lost or stolen in the mail. REWARDING - You will earn points for every net dollar you pay on your taxes with your card. Learn more at officialpayments.com.

Transactions PILANT,DOUGLAS Credit Limit \$5000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Other Credits					
02/17	02/16	1541	ADOBE ACROPRO SUBS 4085366000 CA MERCHANDISE/SERVICE RETURN	\$27.18CR	_____
Purchases and Other Debits					
01/27	01/27	8242	VIRTUALPOSTMAIL.COM 909-235-6245 CA	\$25.00	_____
02/01	01/31	7554	FACEBK EBMMLZ22V2 650-5434800 CA	\$38.72	_____
02/03	02/02	6041	FRED-MEYER #0377 TILLAMOOK OR	\$214.75	_____
02/11	02/10	8001	FRED-MEYER #0377 TILLAMOOK OR	\$114.92	_____
02/16	02/15	1576	ADOBE *800-833-6687 ADOBE.LY/ENUS CA	\$359.88	_____

Continued on Next Page



February 2021 Statement 01/26/2021 - 02/23/2021
 TILLAMOOK CNTY TRANS (CPN 001469460)

Cardmember Service 1-866-552-8855

Transactions		PILANT, DOUGLAS		Credit Limit	\$5000
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
			Total for Account	7808	\$726.09

Transactions		BOND, CATHY		Credit Limit	\$2500
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
01/29	01/28	9834	LANGUAGE LINE, INC. 800-7526096 CA	\$126.40	_____
02/01	01/30	4528	FIELDPRINT INC 888-291-1369 PA	\$12.50	_____
02/03	02/02	9876	ENDICIA 800-576-3279 CA	\$9.95	_____
02/04	02/03	9293	AMZN Mktp US*MY77H01H3 Amzn.com/bill WA	\$529.73	_____
02/08	02/05	4052	ADOBE ACROPRO SUBS 408-536-6000 CA	\$24.99	_____
02/16	02/13	9575	USPS STAMPS ENDICIA 888-434-0055 DC	\$100.00	_____
02/17	02/15	8065	BLUE HERON FRENCH CH TILLAMOOK OR	\$91.39	_____
			Total for Account	2022	\$894.96

Transactions		WELCH, TABATHA		Credit Limit	\$2500
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
01/27	01/26	0952	LA PROVIDENCIA TILLAMOOK OR	\$28.46	_____
02/02	02/01	0510	INDEED 203-564-2400 CT	\$214.74	_____
02/05	02/04	8187	AMZN Mktp US*OF3195X93 Amzn.com/bill WA	\$12.23	_____
02/11	02/10	3032	AMZN Mktp US*Y230001S3 Amzn.com/bill WA	\$635.70	_____
02/12	02/11	7698	AMZN Mktp US*OJ7Z64FF3 Amzn.com/bill WA	\$179.75	_____
02/16	02/15	6554	ENDICIA 800-576-3279 CA	\$24.99	_____
02/17	02/16	0744	Amazon Prime*IA7K94IG3 Amzn.com/bill WA	\$12.99	_____
02/22	02/18	3836	WERNER GOURMET MEAT SN TILLAMOOK OR	\$33.93	_____
			Total for Account	4146	\$1,142.79

Transactions		OLSON, BRENT		Credit Limit	\$3000
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
02/02	02/01	2737	TILLAMOOK COUNTY HEALT TILLAMOOK OR	\$95.00	_____
02/04	02/02	0115	PACIFIC RESTAURANT TILLAMOOK OR	\$20.00	_____
02/16	02/11	8140	NPI/RAM MOUNTS 206-763-8361 WA	\$102.24	_____
02/18	02/16	0554	TACO BELL #29729 LINCOLN CITY OR	\$5.00	_____
			Total for Account	2649	\$222.24



Transactions NORRBOM,CLAYTON Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
02/16	02/13	8804	COSTCO WHSE #1059 WARRENTON OR	\$119.21	
			Total for Account	5675	\$119.21

Transactions BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					
02/17	02/17	8	PAYMENT THANK YOU	\$876.69	CR
02/17	02/17	8	PAYMENT THANK YOU	\$2,819.08	CR
			Total for Account	7790	\$3,695.77

2021 Totals Year-to-Date	
Total Fees Charged in 2021	\$0.00
Total Interest Charged in 2021	\$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	\$3,105.28	\$0.00	YES	\$0.00	12.24%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	23.99%	

Tillamook County Transportation District

MONTHLY PERFORMANCE REPORT

FEB 2021

RIDERSHIP BY SERVICE TYPE	FEB 2021	FEB 2020	YTD FY 20-21	YTD FY 19-20	YTD % Change
<u>Dial-A-Ride Service</u>					
Tillamook County	755	1,011	6,407	8,453	-24.2%
NW Rides	581	681	3,642	5,908	-38.4%
Dial-A-Ride Total	1,336	1,692	10,049	14,361	-30.0%
<u>Deviated Fixed Route Service</u>					
Rt 1: Town Loop	2,510	3,842	21,146	30,085	-29.7%
Rt 2: Netarts/Oceanside	482	906	3,599	5,566	-35.3%
Rt 3: Manzanita/Cannon Beach	1,715	2,872	15,342	24,138	-36.4%
Rt 4: Lincoln City	715	1,316	6,242	11,664	-46.5%
Local Fixed Rt Total	5,422	8,936	46,329	71,453	-35.2%
<u>Intercity Service</u>					
Rt 5: Portland	340	719	3,472	6,712	-48.3%
Rt 60X: Salem	538	1,018	4,494	7,939	-43.4%
Rt 70X: Grand Ronde	273	478	2,166	3,613	-40.0%
Inter City Total	1,151	2,215	10,132	18,264	-44.5%
<u>Other Services</u>					
Tripper Routes	53	117	308	882	-65.1%
Special Bus Operations	0	0	516	1,327	-61.1%
Other Services Total	53	117	824	2,209	-62.7%
TOTAL ALL SERVICES	7,962	12,960	67,334	106,287	-36.6%

ONE-WAY TRIPS BY USER GROUP	Fixed		YTD	YTD	YTD %
USER GROUP	Route	DAR	FY 20-21	FY 19-20	Change
General (18 years to 60 years of age)	3,925	214	35,843	57,323	-37.5%
Senior/Disabled	2,173	1,069	26,965	41,318	-34.7%
Child/Youth (less than 18 years of age)	528	53	4,525	7,647	-40.8%
Total	6,626	1,336	67,334	106,287	-36.6%

OTHER RIDER CATEGORIES	Fixed		YTD	YTD	YTD %
	Route	DAR	FY 20-21	FY 19-20	Change
Ride Connection	55		473	687	-31.1%
Tillamook Bay Community College	150		1,069	1,796	-40.5%
NWOTA Visitor Pass	40		563	1,055	-46.6%
NW Rides		537	3,278	5,308	-38.2%
Helping Hands Shuttle		34	321	1,111	-71.1%

MONTHLY PERFORMANCE

Service Month	Passengers per Hour	Farebox Ratio	Operating Cost per Hour
---------------	---------------------	---------------	-------------------------

Dial-A-Ride Services

Feb-20	1.6	53.8%	77.42
Nov-20	1.5	44.9%	87.54
Dec-20	1.5	44.9%	87.54
Jan-21	1.5	47.4%	87.88
Feb-21	1.5	50.9%	86.63
STANDARD	1.3	65.3%	56.36

Deviated Fixed Routes

Feb-20	6.1	8.4%	76.91
Nov-20	4.0	4.6%	83.03
Dec-20	3.9	4.6%	88.26
Jan-21	3.9	4.5%	88.60
Feb-21	3.9	4.6%	87.16
STANDARD	7.0	12.4%	64.60

Intercity Services

Feb-20	3.1	17.3%	86.61
Nov-20	1.8	9.5%	93.37
Dec-20	1.7	8.6%	100.43
Jan-21	1.7	8.3%	102.56
Feb-21	1.7	8.4%	99.36
STANDARD	2.9	31.5%	72.86

Other Services

Feb-20	5.4	9.6%	67.50
Nov-20	2.6	0.7%	74.37
Dec-20	2.6	0.7%	77.66
Jan-21	2.7	0.9%	75.91
Feb-21	2.7	1.1%	74.49
STANDARD	6.9	10.7%	67.00

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

Tillamook County Transportation District
Actual FY 2020/2021

Year-to-Date Statistics and Performance

Route/Run	Thru Feb 2021											3/12/2021				
	YTD Fare Revenue (\$)	YTD Passngs	YTD Service Hours	YTD Paid Hours	YTD Service Miles	Mileage Based Costs	Hourly Based Costs (\$)	Direct Cost (\$)	Indirect Costs (\$)	Total Costs (\$)	Hourly Rate (\$)		Passngs per Hour	Farebox Ratio	Passngs/ \$ Subsidy	Average Fare (\$)
<u>Dial-A-Ride Service</u>																
Dial-A-Ride	23,391	6,407	2,721	3,454	50,346	35,623	128,618	7,871	51,194	223,306	82.06	2.4	10.5%	0.03	3.65	8.60
NW Rides	265,582	3,642	3,832	5,018	103,496	73,231	181,115	11,084	78,951	344,381	89.87	1.0	77.1%	0.05	72.92	69.31
Total DAR	288,973	10,049	6,553	8,472	153,842	108,854	309,733	18,955	130,145	567,687	86.63	1.5	50.9%	0.04	28.76	44.10
<u>Deviated Route</u>																
01 Town Loop	13,262	21,146	3,041	3,456	41,472	29,344	143,724	8,796	54,095	235,959	77.60	7.0	5.6%	0.09	0.63	4.36
02 Netarts/Oceanside	3,623	3,599	1,601	2,155	35,280	24,963	75,665	4,630	31,308	136,566	85.31	2.2	2.7%	0.03	1.01	2.26
03 Manzanita	19,387	15,342	4,380	4,800	113,664	80,426	207,025	12,669	89,270	389,390	88.90	3.5	5.0%	0.04	1.26	4.43
04 Lincoln City	10,680	6,242	2,801	3,319	93,960	66,484	132,381	8,101	61,561	268,527	95.87	2.2	4.0%	0.02	1.71	3.81
Total Deviated Route	46,952	46,329	11,823	13,730	284,376	201,217	558,794	34,197	236,234	1,030,443	87.16	3.9	4.6%	0.05	1.01	3.97
<u>Intercity</u>																
05 Portland	31,889	3,472	2,352	2,568	75,360	53,323	117,966	6,803	50,949	229,042	97.38	1.5	13.9%	0.02	9.18	13.56
60X Salem	13,469	4,494	2,162	2,656	78,171	55,312	108,437	6,253	48,706	218,708	101.16	2.1	6.2%	0.02	3.00	6.23
70X Grand Ronde	3,644	2,166	1,386	1,741	48,199	34,104	69,505	4,008	30,818	138,436	99.90	1.6	2.6%	0.02	1.68	2.63
Total Intercity	49,002	10,132	5,900	6,964	201,730	142,738	295,908	17,065	130,474	586,186	99.36	1.7	8.4%	0.02	4.84	8.31
<u>Other Services</u>																
Trippers	255	308	85	186	879	622	4,033	247	1,457	6,359	74.52	3.6	4.0%	0.05	0.83	2.99
Special Bus Operation	0	516	224	225	2,299	1,627	10,601	649	3,829	16,706	74.48	2.3	0.0%	0.03	0.00	0.00
Total Other Services	255	824	310	411	3,178	2,249	14,635	896	5,286	23,066	74.49	2.7	1.1%	0.04	0.31	0.82
Total TCTD Services	385,182	67,334	24,586	29,578	643,125	455,058	1,179,070	71,112	502,140	2,207,381	89.78	2.74	17.4%	0.04	5.72	15.67
										Total Mileage, Labor & Direct Cost		1,705,241		29.4%		

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

Year-Over-Year Comparison

Route/Run	Thru Feb 2021			Thru Feb 2021			Thru Feb 2021			Thru Feb 2021			Thru Feb 2021							
	19/20	20/21	Amount Difference	Percent Difference	19/20	20/21	Passngs	Amount Difference	Percent Difference	19/20	20/21	Service Hours	Amount Difference	Percent Difference	19/20	20/21	Total Cost	Amount Difference	Percent Difference	
<u>Dial-A-Ride Service</u>																				
Dial-A-Ride	24,291	23,391	-900	-3.7%	8,453	6,407	-2,046	-24.2%	3,181	2,721	-460	-14.5%	229,070	223,306	-5,763	-2.5%				
NW Rides	351,310	265,582	-85,729	-24.4%	5,908	3,642	-2,266	-38.4%	5,829	3,832	-1,997	-34.3%	468,530	344,381	-124,149	-26.5%				
Total DAR	375,601	288,973	-86,629	-23.1%	14,361	10,049	-4,312	-30.0%	9,010	6,553	-2,457	-27.3%	697,599	567,687	-129,912	-18.6%				
<u>Deviated Route</u>																				
01 Town Loop	20,691	13,262	-7,429	-35.9%	30,085	21,146	-8,939	-29.7%	3,028	3,041	13	0.4%	207,381	235,959	28,578	13.8%				
02 Netarts/Oceanside	6,203	3,623	-2,580	-41.6%	5,566	3,599	-1,967	-35.3%	1,594	1,601	7	0.4%	120,035	136,566	16,532	13.8%				
03 Manzanita	31,202	19,387	-11,815	-37.9%	24,138	15,342	-8,796	-36.4%	4,362	4,380	18	0.4%	342,005	389,390	47,385	13.9%				
04 Lincoln City	18,060	10,680	-7,380	-40.9%	11,664	6,242	-5,422	-46.5%	2,789	2,801	12	0.4%	236,059	268,527	32,469	13.8%				
Total Local Fixed Route	76,156	46,952	-29,204	-38.3%	71,453	46,329	-25,124	-35.2%	11,773	11,823	50	0.4%	905,479	1,030,443	124,964	13.8%				
<u>Intercity</u>																				
05 Portland	62,163	31,889	-30,274	-48.7%	6,712	3,472	-3,240	-48.3%	2,342	2,352	10	0.4%	195,376	229,042	33,666	17.2%				
60X Salem	21,105	13,469	-7,636	-36.2%	7,939	4,494	-3,445	-43.4%	2,150	2,162	12	0.6%	195,032	218,708	23,676	12.1%				
70X Grand Ronde	5,090	3,644	-1,446	-28.4%	3,613	2,166	-1,447	-40.0%	1,410	1,386	-25	-1.7%	120,784	138,436	17,652	14.6%				
Total Intercity	88,358	49,002	-39,356	-44.5%	18,264	10,132	-8,132	-44.5%	5,902	5,900	-2	0.0%	511,191	586,186	74,994	14.7%				
<u>Other Services</u>																				
Trippers	606	255	-351	-57.9%	882	308	-574	-65.1%	137	85	-51	-37.6%	8,993	6,359	-2,633	-29.3%				
Special Bus Operation	2,040	0	-2,040	-100.0%	1,327	516	-811	-61.1%	273	224	-49	-17.8%	18,654	16,706	-1,948	-10.4%				
Total Other Services	2,646	255	-2,391	-90.4%	2,209	824	-1,385	-62.7%	410	310	-100	-24.4%	27,647	23,066	-4,581	-16.6%				
Total TCTD Services	542,761	385,182	-157,580	-29.0%	106,287	67,334	-38,953	-36.6%	27,095	24,586	-2,510	-9.3%	2,141,916	2,207,381	65,465	3.1%				

nwCONNECTOR

Coordinating Committee **Zoom Meeting**
 February 19, 2021
 Tillamook County Transportation District
 3600 3rd St
 Tillamook, OR
 10:00 am—12:00 pm

Join Zoom Meeting:
<https://us02web.zoom.us/j/88641922102>
1 253 215 8782
Meeting ID: 886 4192 2102

Agenda

10:00— 10:05a	1. Introductions. Welcome to guests.	Doug Pilent
10:05— 10:15a	2. Consent Calendar (Action Items) <ul style="list-style-type: none"> ▪ January 15, 2021 Meeting Minutes (Attached) ▪ January 2021 Financial Report ▪ Ridership Tracking ▪ Calculating Average Passenger Miles Update ▪ Updating NWConnector Performance Measures 	Doug Pilent/All
10:15— 10:30a	3. NWOTA Standing Items <ul style="list-style-type: none"> ▪ IGA Distribution (Attached) ▪ Marketing: <ul style="list-style-type: none"> – Visitor Pass/Map update – NWConnector Information Card 📌 Website <ul style="list-style-type: none"> – Updates 	Doug Pilent/All
10:30— 10:45a	4. E-Ticketing <ul style="list-style-type: none"> ▪ Updates 	Doug Pilent/All
10:45— 11:00a	5. RidePal <ul style="list-style-type: none"> 📌 SETD Information/Discussion 	Jeff Hazen/Jason
11:00— 11:05a	6. STIF—Discretionary Application Update	Arla Miller
11:05— 11:150a	7. COVID-19 Transit/NW Connector Updates <ul style="list-style-type: none"> 📌 Sanitizer System Purchase Update 	Doug Pilent
11:15— 12:00p	8. Other Business and Member Updates	All

www.nwconnector.org



Attachments:

January 15, 2021 Meeting Minutes
NWOTA IGA

January 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.

NW Oregon Transit Alliance (NWOTA)
Coordinating Committee Meeting Minutes (via Zoom)
January 15, 2020
Tillamook County Transportation District
Tillamook, OR

1. Introductions: Doug Pilant, Coordinating Committee Chair, opened the meeting. Meeting attendees included:
 - John Dreeszen—Columbia County Rider
 - Brad Dillingham—Benton Area Transit
 - Paul Lewicki—Sunset Empire Transportation District
 - Doug Pilant, Hailey Fields—Tillamook County Transportation District
 - Cynda Bruce—Lincoln County Transit
 - Arla Miller—ODOT
 - Heather DeSart—NW Oregon Workforce Investment Board
 - Juliet Eldred, Chris Perry—Trillium Transit
 - Ayreann Colombo, Mary McArthur—Col-Pac EDD
2. Consent Calendar: Unanimously approved. (PL/CB)
 - December 11, 2020 Meeting Minutes—One typo in the last sentence of the first paragraph of Item 3—“important” needs to be capitalized.
 - December 2020 Financial Report—Only changes were expenditures for the quarterly administrative support and for website trip planner project.
 - Ridership Performance Report—CCR: More than half of the working residents in Columbia County work outside the County, and those are high risk counties where workers are working from home. 50% of former traffic. Dial-a-Ride and medical rides are steady now, but have excess capacity. Inter-community routes very little ridership. BAT—Coast to Valley, across the board struggling. One to two passengers a trip. Adair route is a shorter distance, more commuter oriented, but still way down. 60—80% from before. Lincoln County—Dial-a-Ride serves a population that doesn’t want/can’t be around people safely. When medical facilities are open they take public transit. SETD—See impact on ridership every time county goes to extreme risk. Were off to a great start on the Hwy 30 route before the pandemic. Trend is going up slightly. Local routes languishing, waiting for something new to happen. TCTD has similar trends. Dial-a-Ride is only down 25% due to using vans for overflow when buses reach maximum capacity. The Town Loop and Route 3 are the only routes that reach capacity.
 - Calculating Average Passenger Miles Progress—Still need to get average passenger miles from the partners before Carole will be able to update.
3. NWOTA Standing Items:
 - IGA—TTCDD Will be getting signature page to Mary, and Mary will provide the partners with a full IGA with all the signed signature pages.
 - Marketing—Waiting for an updated version of the visitor pass and map from Selena. Once get that can put together the information card with the QR code and policy links. TCTD has started a public feedback survey, including encouraging riders to use the Transit App which pushes notices to users to complete the survey. Using paid Facebook ads to encourage to take the survey. Drivers hand out a QR code for the survey download. TCTD rider survey information has been segregated from other districts. This type of survey work can also be done system wide on

all NWConnector routes where riders are using Transit App. This technology can be used to do brand analysis, brand awareness of the public's understanding of the NWConnector. A lot cleaner and a lot less work than drivers handing out paper surveys.

- Getting OXO signs off—Taken off the website. John will look for the new fiberglass signs that were provided to CCR. Doug may have some excess inventory he can share. Brad—Working on BAT system signs that will eventually be coordinated with the NWConnector signs. May have lost some signs at Chinook Winds in the last windstorm. Cynda has one OXO sign still up in Newport. Brad will remove a large one at the hospital. Tillamook has updated all of theirs. Sunset still has a couple remaining OXO but in the middle of taking them down.
- Website—Ride Connection was added to the GTFIS system which connects with both TCTD and CCR.
- Bicycle—Have new policy approved, awaiting a new video to be done this Spring before posting the policy on the website.
- Service Alerts—TCTD posted service alerts on the NWConnector website during the recent flooding but discovered the alerts did not show up on the Transit app. Chris said users should use alerts through the GTFIS manager rather than through the website. Chris can set up a tutorial to train staff.

4. Social Media Marketing/Online Ticketing

Multiple technologies to do ticketing. A couple of partners have already started looking at their own online ticketing. (February meeting agenda item)

5. Open Street Map—Adding first/last access points to the NWConnector website. These would include shortcuts, local paths. Chris is adding some NWConnector branding to the website report due to ODOT, including this new way to enhance the NWConnector platform. Current website project budget will have approximately \$20,000 left to do trip planner enhancements. Partners concurred on having Trillium adding as many new access routes/paths to the Trip Planner as can be identified. Partners will get a list of the first/last mile providers and known pathways to bus stops.

6. STIF—Discretionary Application Update STIF Discretionary Application Update—Doug and Jeff did a joint presentation at the NWACT meeting. Mary reviewed the NWACT write-up (attached). Arla: Way oversubscribed. 70 applications totaling over \$39 million for \$19 million in funding. Will require a minimum 20% match. Priority will likely be operations. Will try to get as many funded as possible.

7. COVID Transit/NWConnector Updates

Sanitizer—Doug will get the new RFP out next month.

8. Other Business and Partner Updates

- SETD—Difficult to run the Portland route with older equipment that has malfunctions at a distance. Have had great support at Amtrak when the equipment breaks down.
- BAT—Finalizing new stop signs, bus wraps, only a couple of weeks out of implementing. Very exciting. Hoping to get the Coast to Valley expansion started on July 1. STIF Advisory Committee approved projects, going to Board next week.
- Lincoln County—Thanks to all for the partners for working to make all the days of operation consistent across the system. Thanks for the partners flexibility. Are going to be adding a midday run on the Coast to Valley route. Will be working with Brad on some early marketing, to let the public know it will be coming. Expecting 5 Category C buses to be delivered soon. Buses are currently in Portland getting set up for service. Two are designated for Coast to Valley Express run. Working on getting STIF applications reviewed by the Committee.

- CCR—This time of year is typically challenging due to the lack of local funding as go into budget season. Probably will still need to do some cutbacks. Options are to surgically cut, or do significant cutbacks and then look at a new rebuild of the operations.
- TCTD—Worked on STIF, fare analysis for July 1 implementation. IVR technology for Ecolane adding for Dial-A-Ride notifications/prompts. Working with Tillamook County Emergency Management to get drivers vaccinations started next week. Budget season is here and getting organized to start the process. The District will continue all STIF funding projects. Investment in holiday service of providing service on Memorial, Independence, and Labor days turned out to have great ridership. This was a great return for the District.
- Arla—Thanks for moving the date of the meeting.

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

DRAFT

STIF Discretionary and Statewide Transit Network Fund Programs 2021-23

ACT Review Form

Instructions:

Select your ACT name from the below dropdown. Once selected, a new section will populate with a dropdown that lists the projects assigned to your ACT for review. Select the project you wish to review. If you have multiple projects to review, select the "Add Project" button to create another project review section. Select "Submit" after reviewing all assigned projects. Alternatively, you may attach a copy of the ACT's meeting minutes where it discussed the projects relevant to its area of responsibility.

ACT Contact Name

Mary McArthur

ACT Contact Email

mbmcarthur@nworegon.org

ACT

Northwest ACT

STIF Discretionary Project Review

Project 1

Northwest Project List

Sunset Empire TD - Lower Columbia Connector

Do you have feedback about the reviewed project that the Oregon Transportation Commission should consider in making their final determination? ACTs may include funding recommendations for specific projects or prioritize projects, if desired.

NWACT supports this project. This route is the only direct transit service from Portland to Astoria along Hwy 30. When implemented, the route was a collaborative effort of SETD and Columbia County Rider to provide one bus transit travel through both counties. Prior to the pandemic, ridership was up over 50% on this route once it became a one bus trip. The route also interlines with both Greyhound and Amtrak providing seamless car-free tourism travel to the Oregon Coast.

Optional Document Upload

Project 2

Northwest Project List

Tillamook County TD - Coastliner - Tillamook to Portland Intercity Service

Do you have feedback about the reviewed project that the Oregon Transportation Commission should consider in making their final determination? ACTs may include funding recommendations for specific projects or prioritize projects, if desired.

NWACT supports this project. In addition to providing the only direct public transit from Tillamook to Portland, this route is now providing increased service for residents in west Washington County. Public outreach surveys indicate interest and need for an additional daily round trip. Planning is underway to add local Washington County transit providers first/last mile access to the Coastliner to the NWConnector website Trip Planner.

Optional Document Upload

Project 3

Northwest Project List

Tillamook County TD - TCTD Route 60X: Coastal Connector - Lincoln City-Grand Ronde-Salem

Do you have feedback about the reviewed project that the Oregon Transportation Commission should consider in making their final determination? ACTs may include funding recommendations for specific projects or prioritize projects, if desired.

NWACT supports this project. In addition to providing the only direct public transit from Lincoln City to Salem, this route is a partnership with the Confederated Tribes of the Grand Ronde and the Siletz, which provide the local match. This route provides the tribes with transportation access to work both in their casino and workplaces in Lincoln City and Salem. This project is a partnership with Lincoln County and ODOT, and connects with Yamhill County Transit at Grand Ronde.

Optional Document Upload

Project 4

Northwest Project List

Tillamook County TD - NWConnector Transit Access Project: Phase 2 -- Construction

Do you have feedback about the reviewed project that the Oregon Transportation Commission should consider in making their final determination? ACTs may include funding recommendations for specific projects or prioritize projects, if desired.

NWACT supports this project. These stops are three top-ranked ready-to-proceed projects from the Phase 1 Design and Engineering Transit Access Study. Each represents a central hub within their respective county for transit travel to work, medical appointments, retail shopping and/or recreation. Increasing safe access to the NWConnector transit system is critical for addressing long-term traffic congestion on the Coast and foundational for sustaining the North Coast's public transportation.

Optional Document Upload

Tillamook County Transportation District
Financial Statement

From 1/1/2021 Through 1/31/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	58%
Resources						
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	31,500.00	42,000.00	(10,500.00)	75.00%
Transfer From General Fund	0.00	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%
Total Resources	10,500.00	0.00	43,500.00	198,000.00	(154,500.00)	21.97%
Expenses						
Materials and Services						
Professional Services	0.00	437.50	227.20	5,250.00	5,022.80	4.32%
Administrative Support	0.00	2,083.33	10,462.50	25,000.00	14,537.50	41.85%
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	0.00	6,250.00	27,955.00	75,000.00	47,045.00	37.27%
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%
Total Materials and Services	0.00	12,729.17	41,132.53	152,750.00	111,617.47	26.93%
Transfers						
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%
Total Transfers	0.00	0.00	0.00	45,250.00	45,250.00	0.00%
Total Expenses	0.00	12,729.17	41,132.53	198,000.00	156,867.47	20.77%

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

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

RECITALS

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

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

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

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

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

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

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

AGREEMENT

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

1. NWOTA Established.

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

2. Definitions.

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

- A. "Coordinating Committee" means a subcommittee of the NWOTA that is composed of the transit director or other representative of each of the Parties.
- B. "Coordinating Fiscal Entity" means the Fiscal Entity for this Agreement whose duties and responsibilities are described in Section 4, below.
- C. "Fiscal Entity" means the party that is established through a Memorandum of Agreement between the Parties to receive funds for a specific grant or NWOTA Project. A Fiscal Entity is the party that is ultimately responsible for the procurement of goods and services for the NWOTA Project as well as meeting any grant required terms and conditions.
- D. "NWOTA Project" means a good, service, program or activity that is funded to carry out the purpose of this Agreement. Each NWOTA Project must have a Fiscal Entity.
- E. "Parties" means the parties to this Agreement, specifically: Columbia County, Benton County, Lincoln County Transportation Service District, Sunset Empire Transportation District, and Tillamook County Transportation District.

3. Purpose.

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

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

4. Coordinating Fiscal Entity.

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

- A. Authority of the CFE. The CFE shall have the authority to perform the following functions, provided such functions serve the Purpose of this Agreement and receive unanimous approval of the NWOTA Parties:
 - 1) Employ staff and enter into contracts;
 - 2) Apply for grant funding and enter into grant agreements;
 - 3) Manage the administrative budget and other fiscal matters relating to NWOTA Project administration and coordination;
 - 4) Rent office space; and
 - 5) Purchase office equipment and supplies.
- B. Funding the CFE. The CFE shall be funded, as follows:
 - 1) Each party shall contribute financially to support the general administrative needs of the CFE in carrying out its duties and responsibilities under this Agreement, as follows:
 - a. Each party shall pay a proportional share of the CFE's adopted administrative budget for NWOTA coordination, as well as any special assessment, as approved by the Parties.

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

5. Funding and Administration of NWOTA Projects.

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

- A. For a project to qualify as an NWOTA Project, it must have the unanimous support of the Parties;
- B. Prior to seeking grant funding for an NWOTA Project, the Parties shall, by unanimous vote of the full Coordinating Committee:
 - 1) Identify a Fiscal Entity for the project; and
 - 2) Develop a project budget.

- C. Once a grant is awarded for an NWOTA Project, the Parties shall use a Memorandum of Agreement to formally establish the Fiscal Entity for the particular NWOTA Project and set forth each party's duties and obligations; and
- D. The Fiscal Entity shall only change the budget for an NWOTA Project following a unanimous vote in support of such change from all Parties.

6. Coordinating Committee (CC)

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

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

7. Administrative Reimbursement

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

8. Remedies

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

9. Liability and Indemnification

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

10. Amendments

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

11. Ownership, Duration, Withdrawal and Termination

A. Ownership. Each item purchased with NWOTA grant funding becomes the property of the party who made the purchase. Each partner owns the NWOTA website code in its entirety jointly and severally.

B. Duration. This Agreement will continue until June 30, 2019, and automatically renew annually thereafter, unless terminated as set forth below.

C. Withdrawal.

- 1) A party may withdraw from the NWOTA by giving at least 120 days written notice of its intent to withdraw to the CC Chair. The written notification (not email) must include a transition plan developed by the withdrawing party. The transition plan must include: 1) an inventory listing each NWOTA related interconnection to address prior to withdrawal, 2) a written summary of a meeting with the CFE to review withdrawal requirements including compliance with grant and financial requirements, and 3) a timeline for withdrawing based on that meeting.
- 2) A party may withdraw while still a party to an NWOTA funding contract or grant; however, obligations incurred under this Agreement or any subsequent amendment or Memorandum of Agreement, shall survive termination. The withdrawing party will not be liable for any liabilities, including grant and other fiscal responsibilities, occurring after the withdrawal letter is accepted in writing by the Parties.
- 3) Upon approval of a transition plan and a party's withdrawal, the former party has no financial obligations to NWOTA Parties, but must return any disbursed grant funds required to be returned by a grant agreement.
- 4) A party may withdraw from the NWOTA without 120-day written notice as provided above only with the consent of all remaining Parties.

D. Termination. The NWOTA and this Agreement may be terminated with the written consent of all Parties.

12. Severability

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

13. Interpretation

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

14. No Third Party Beneficiaries

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

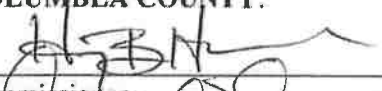
15. Effective Date

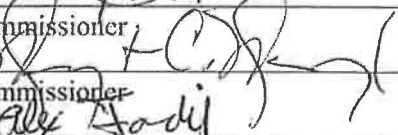
This Agreement takes effect upon its approval by the governing bodies of all Parties and the authorized signatures of party officials.

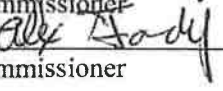
16. This Agreement may be executed in one or more counterparts, each is deemed an original, and they are all the same Agreement.

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

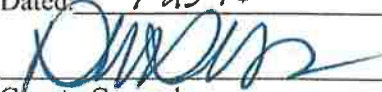
COLUMBLA COUNTY:



Commissioner


Commissioner


Commissioner

Dated: 1-23-16


County Counsel
APPROVED AS TO FORM

BENTON COUNTY:

Commissioner

Commissioner

Commissioner

Dated: _____

County Counsel
APPROVED AS TO FORM

LINCOLN COUNTY:

Commissioner

Commissioner

Commissioner

Dated: _____

County Counsel
APPROVED AS TO FORM

SUNSET EMPIRE TRANSPORTATION DISTRICT:

Board Chair

Dated: _____

District Counsel
APPROVED AS TO FORM

TILLAMOOK COUNTY TRANSPORTATION DISTRICT:

Board Chair

Dated: _____

District Counsel
APPROVED AS TO FORM

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

COLUMBLA COUNTY:

Dated: _____

Commissioner

County Counsel

Commissioner

APPROVED AS TO FORM

Commissioner

BENTON COUNTY:

Dated: July 21, 2020

Pat Malone

Pat Malone, Chair

Vance M. Croney

Vance M. Croney, County Counsel

Xanthippe Augerot

Xanthippe Augerot, Commissioner.

APPROVED AS TO FORM

Annabelle Jaramillo

Annabelle Jaramillo, Commissioner

LINCOLN COUNTY:

Dated: _____

Commissioner

County Counsel

Commissioner

APPROVED AS TO FORM

Commissioner

SUNSET EMPIRE TRANSPORTATION DISTRICT:

Dated: _____

Board Chair

District Counsel

APPROVED AS TO FORM

TILLAMOOK COUNTY TRANSPORTATION DISTRICT:

Dated: _____

Board Chair

District Counsel

APPROVED AS TO FORM

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

SIGNATURE PAGE TO FOLLOW

COLUMBIA COUNTY:

Commissioner

Commissioner

Commissioner

Dated:

County Counsel
APPROVED AS TO FORM

BENTON COUNTY:

Commissioner


Commissioner


Commissioner


Dated:

County Counsel
APPROVED AS TO FORM

LINCOLN COUNTY:




Commissioner


Commissioner


Commissioner

Dated:



Assistant County Counsel
APPROVED AS TO FORM

SUNSET EMPIRE TRANSPORTATION DISTRICT:

Board Chair

TILLAMOOK COUNTY TRANSPORTATION DISTRICT:

General Manager

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

COLUMBLA COUNTY:

Dated: _____

Commissioner

County Counsel
APPROVED AS TO FORM

Commissioner

Commissioner

BENTON COUNTY:

Dated: _____

Commissioner

County Counsel
APPROVED AS TO FORM

Commissioner

Commissioner

LINCOLN COUNTY:

Dated: _____

Commissioner

County Counsel
APPROVED AS TO FORM

Commissioner

Commissioner

SUNSET EMPIRE TRANSPORTATION DISTRICT:

Dated: 1/24/19



Board Chair

TILLAMOOK COUNTY TRANSPORTATION DISTRICT:

Dated: _____

Board Chair

County Counsel
APPROVED AS TO FORM

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

COLUMBLA COUNTY:

Dated: _____

Commissioner

County Counsel
APPROVED AS TO FORM

Commissioner

Commissioner

BENTON COUNTY:

Dated: _____

Commissioner

County Counsel
APPROVED AS TO FORM

Commissioner

Commissioner

LINCOLN COUNTY:

Dated: _____

Commissioner

County Counsel
APPROVED AS TO FORM

Commissioner

Commissioner

SUNSET EMPIRE TRANSPORTATION DISTRICT:

Dated: _____

Board Chair

District Counsel
APPROVED AS TO FORM

TILLAMOOK COUNTY TRANSPORTATION DISTRICT:

Dated: _____



Board Chair

District Counsel
APPROVED AS TO FORM

Tillamook County Transportation District
Board of Directors Regular Monthly Meeting
Thursday, February 18, 2021 – 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 6:03pm
2. Pledge of Allegiance
3. Roll Call:

Present

TCTD Board of Directors (all Directors attended by telephone/web)

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 (via web)
Brent Olson, Superintendent (via web)
Tabatha Welch, Finance Supervisor (via web)
Cathy Bond, NW Rides Brokerage Manager/Board Clerk (in person)

Absent

Guest

Arla Miller, ODOT Regional Transit Coordinator (via web)
Kathy Kleczek, NW Transportation Options (via web)
Chris Kell, TAC Committee Chair (via web)

4. Announcements and Changes to Agenda: None.
5. Public & Guest Comments: Chris Kell shared that Board Chair Huffman could receive current information about what is happening at the District by liking "The WAVE" Facebook page. Board Chair Huffman said he thinks communication should be directly between the GM and the Board Chair for District happenings.

Arla Miller said ODOT is working on next biennium grant applications and should be getting them out to agencies soon.

Kathy Kleczek shared that NW Transportation Options is working on videos to promote “car-free” traveling throughout the region. Kathy also said she’ll be on Facebook Live tomorrow morning at 10:00 am and everyone is welcome to join.

6. Public Hearing – First Reading of a revision to Ordinance #3: Conduct on District Property **6:10-6:11pm**

Brokerage Manager/Board Clerk Cathy Bond read the 1st reading of the revision of Ordinance #3 into the record.

REPORTS

7. Financial Report: GM Doug Pilant reviewed the January 2021 financial reports. The District has completed 58% of the Fiscal Year. He reported the Fare Revenue is only at 37%, which is trending with the lower year-to-date ridership. He noted that for the 2nd year in a row, YTD property taxes received has exceeded 100% and explained that Prior Year Taxes, Mass Transit Payroll, and STIF revenues are trending higher than expected.
8. Service Measure Performance Report: GM Doug Pilant provided an overview of the operations performance measures through January 2021. YTD Ridership is -36.4% below the previous year; YTD passengers per hour are -29%; the cost per trip was +62% while the cost per hour was +16% and the fare box recovery was -35%. The ridership statistics results are as expected, due to the impact that COVID has had on operations. Board Chair Huffman asked how the District compares to Tri-Met in regard to COVID and ridership. GM Doug Pilant said TCTD trends are consistent with other agencies of similar size in Oregon and vary depending on service type.
9. Northwest Oregon Transit Alliance: GM Doug Pilant reviewed the January 2021 NWOTA meeting agenda, minutes, finance report. The NWOTA packet is the same packet that was presented last month because the Coordinating Committee hasn’t met since the last board meeting. The February NWOTA meeting is Friday, February 19th. The meeting schedule was changed for 2021 to the 3rd Friday so that Arla Miller of ODOT could attend. GM Doug Pilant stated she is a vital part of NWOTA. Board Chair Huffman thanked Arla Miller for participating.
10. Planning & Development:
 - a. Deviated Fixed Route/ADA Policy – No report
 - b. STIF/STF Consolidation – No report
 - c. STIF Service Alternatives Plan – No report.
 - d. TCTD Fare Policy Analysis: GM Doug Pilant reported public outreach survey was completed. The survey was pushed out to riders using Transit App and then followed up with a campaign on Facebook. There were 71 responses. A random prize selection was made of all riders who participated in the survey and a picture of the winner was posted on Facebook. The survey results were as expected, with only a few areas of concern that need further discussion. A stakeholder meeting was scheduled for last week. However, participation was low, so they are rescheduling another meeting on March 2nd or 3rd. Planning to bring a report with fare policy recommendations to the March board meeting.

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.

11. Grant Funding:

- a. FY2021-23 STF/Section 5310 Formula – Completed the project development planning process for both grant funding programs. TAC completed their review and prioritization of projects and voted to recommend the board approve the projects. Grant deadline is March 1st.
- b. 5310 Discretionary – Last month Board approved the sole source purchase of Ecolane Interactive Voice Response technology and there's a resolution on the meeting agenda for the board to approve amendment to the Ecolane license agreement.
- c. Section 5311 – Procurement process completed to purchase 1 intercity bus, 1 dial-a-ride bus, and 2 dial-a-ride vans are on the agenda for approval.
- d. Section 5339 – Procurement process completed to purchase 1 intercity bus; 2 dial-a-ride vans are on the agenda for approval.
- e. Section 5304 and Section 5311 applications are due to be submitted to ODOT by March 1, 2021

12. Facility/Property Management

- a. Downtown Transit Center – The purchase is still in escrow. There was a need to amend the reversion language of the title report. Needed clarifying language on how the property would be returned to the City in the event the District decides to move out of the transit center. Hopeful this transaction will be completed by the end of March.
- b. Alternative Fuel Facility – Blue Star Gas conducted a site review to prepare a contract for planning, construction, conversion and the supply of propane. Hopefully there will be a contract to present for approval at the March board meeting. Board Chair Huffman asked if they were onsite. GM Doug Pilant confirmed they were onsite. GM Doug Pilant is going to check with TPUD to see if the project qualifies for energy tax credits. Board Chair Huffman asked if Director Holm had any input. Director Holm said GM Doug Pilant Finance Supervisor Tabatha Welch know the PUD contacts and can get questions answered. GM Doug Pilant said the District received a good amount of energy credits with our HVAC system and hopefully there might be an opportunity for portions of this project to receive credits.

13. NW Ride Brokerage

- a. GM Doug Pilant reported that work is continuing with the District's legal counsel to finalize the revisions of the BPA and are planning to notify providers after April 1st.
- b. Care Oregon has asked the District to update the Criminal Background Policy to include NW Rides. The request has been sent to the District's legal counsel for review. Expect to bring a revised policy to the board for approval in March.
- c. Tillamook County Veterans Service Officer Nick Torres and Brokerage Manager Cathy Bond are working together on rolling out the Veterans Rural Healthcare Transportation Grant. They are scheduled to talk about the program on the Tillamook Today radio show at 9:30am on Tuesday 2/23 to share information to the community and veterans.

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.

- d. There is a resolution to facilitate gainshare transactions on the agenda for approval.

14. Miscellaneous

- a. GM Doug Pilant explained there is a budget committee vacancy due to a member resigning due to health reasons. Board Chair Huffman asked how people would get this information. GM Doug Pilant said the position is being advertised on the District's website, the Tillamook County Pioneer and Headlight Herald. Applications will be presented at the March Board meeting.

CONSENT CALENDAR

15. Motion to Approve the Minutes of the January 21, 2021 Regular Board Meeting
16. Motion to Accept Financial and Operations Reports: January 2021

Board Chair Huffman asked if board members had any corrections to the minutes. Board Chair Huffman said he wanted a statement added to the minutes that said when the email was sent out by staff about setting up District emails that he called Director Hanenkrat who stated he did not want a District email account. Board Chair Huffman said he also wanted to add a statement to the minutes that he said he sent a reply to that email saying he and Director Hanenkrat did not want District email accounts.

Motion by Director Adler to adopt the Consent Calendar, with noted changes to the minutes. *Motion Seconded* 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.

ACTION ITEMS

17. Motion to Approve Resolution # 21-02 In the Matter of Accepting the TAC FY2021-23 STF Funding Plan Recommendation

GM Doug Pilant explained the Resolution to the Board. GM Doug Pilant asked TAC Committee Chair Chris Kell if she had any further comments. Chris reported the committee was very happy with and supportive of how the projects were laid out.

Motion by Director Riggs to Approve Resolution # 21-02 In the Matter of Accepting the TAC FY2021-23 STF Funding Plan Recommendation. *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.

18. Motion to Approve Resolution # 21-03 In the Matter of Accepting the TAC FY2021-23 Section 5310 Funding Plan Recommendation

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.

GM Doug Pilant explained the Resolution to the Board.

Motion by Director Holm to Approve Resolution # 21-03 In the Matter of Accepting the TAC FY2021-23 Section 5310 Funding Plan Recommendation. *Motion Secoded* 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.

19. Motion to Approve Resolution # 21-04 In the Matter of Authorizing the GM to Execute a Contract with Schetky NW Bus Sales to Purchase 2 Category B Intercity Buses

GM Doug Pilant explained the Resolution to the Board. Director Holm asked if the total was for both buses combined. GM Doug Pilant stated the total is for both buses.

Motion by Director Holm to Approve Resolution # 21-04 In the Matter of Authorizing the GM to Execute a Contract with Schetky NW Bus Sales to Purchase 2 Category B Intercity Buses. *Motion Secoded* 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.

20. Motion to Approve Resolution # 21-05 In the Matter of Authorizing the GM to Execute a Contract with NW Bus Sales to Purchase 1 Category D Dial-a-Ride Bus

GM Doug Pilant explained the Resolution to the Board. Director Hanenkrat asked if this is a gasoline powered bus. GM Doug Pilant explained the bus was being ordered as a gasoline bus but would be converted to propane prior to delivery. NW Bus Sales has a contract agreement with Blue Star Gas to convert vehicles from gasoline to propane. Director Hanenkrat asked if there would be an additional cost for that conversion. GM Doug Pilant said the conversion is included in the price.

Motion by Director Edwards to Approve Resolution # 21-05 In the Matter of Authorizing the GM to Execute a Contract with NW Bus Sales to Purchase 1 Category D Dial-a-Ride Bus. *Motion Secoded* by Director Riggs. 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.

21. Motion to Approve Resolution # 21-06 In the Matter of Authorizing the GM to Execute a Contract with Schetky NW Bus Sales to Purchase 4 Category E Dial-a-Ride Vans

GM Doug Pilant explained the Resolution to the Board. These vans will also be converted to propane prior to delivery. Director Adler asked if the vans were for Central and North Counties or will they be used in South County as well. GM Doug Pilant states they will serve the entire County. Director Adler asked if they would be used for Dial-A-Ride and not for NW Rides. GM Doug Pilant stated they will be used interchangeably for all services throughout the District. Board Chair Huffman asked if a van will be placed in Cloverdale or anywhere down South. GM Doug Pilant said he was working with hospital about parking a vehicle at Bay Shore Medical Clinic near Pacific City but COVID slowed down the process. Board Chair Huffman wants to help push it through if GM Doug Pilant would let him help.

Motion by Director Edwards to Approve Resolution # 21-06 In the Matter of Authorizing the GM to Execute a Contract with Schetky NW Bus Sales to Purchase 4 Category E Dial-a-Ride Vans. *Motion Seconded* by Director Riggs. 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. Motion to Approve Resolution # 21-07 In the Matter of Authorizing the GM to Execute a Amendment #5 to the Ecolane USA License Agreement to Purchase Interactive Voice Response Module

GM Doug Pilant explained the Resolution to the Board. Director Adler asked if the District is paying for it or is NW Rides. GM Doug Pilant said this was being purchased with a Section 5310 as a mobility management grant.

Motion by Director Carlson-Swanson to Approve Resolution # 21-07 In the Matter of Authorizing the GM to Execute an Amendment to the Ecolane USA License Agreement to Purchase Interactive Voice Response Module. *Motion Seconded* by Director Riggs. 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.

23. Motion to Approve Resolution # 21-08 In the Matter of Authorizing the GM to Execute a Service Agreement with Carson Oil Company for the Purchase of Fuels and Lubricants

GM Doug Pilant explained the Resolution to the Board.

Motion by Director Holm to Approve Resolution # 21-08 In the Matter of Authorizing the GM to Execute a Service Agreement with Carson Oil Company for the Purchase of Fuels and Lubricants. *Motion Seconded* by Director Edwards. Board Chair Huffman called for further discussion; followed by none, he called for the vote.

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.

MOTION PASSED

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

24. Motion to Approve Resolution # 21-09 In the Matter of Appropriating Monies Between
NW Rides FY2020-2021 Budget Line Items to Facility CPCCO Gainshare Payments

GM Doug Pilant explained the Resolution to the Board. Director Hanenkrat said he thinks Brokerage Manger Cathy Bond is spending a lot of time on TCTD work and wants to know if the District is paying a portion of her wages. GM Doug Pilant said he wasn't sure if Cathy's time working on District business is material. He said it would be easy to record her time and have the District pay the portion of her time working on District business.

Motion by Director Edwards to Approve Resolution # 21-09 In the Matter of Appropriating Monies Between NW Rides FY2020-2021 Budget Line Items to Facility CPCCO Gainshare Payments. *Motion Secoded* 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

25. Staff Comments/Concerns

GM Doug Pilant: He shared his gift for his birthday from his daughter Hannah. Turns out his gift was news that a grandchild is coming! He was congratulated by the board and staff. He shared his other gift of a photo taken by dispatcher Daniell Amaya that was printed onto a canvas as a gift from District staff. The original picture is on The WAVE Facebook page.

Finance Supervisor Tabatha Welch: Doug shared that Tabatha had a birthday.

Operations Superintendent Brent Olson: He shared how the drivers did a great job during the inclement weather event. Some intercity trips had to be cancelled on Saturday due to highway closures. He is very proud of the drivers. Board Chair Huffman said to tell all the drivers' "good job".

NWR Brokerage Manager/Board Clerk Cathy Bond: None.

26. Board of Directors Comments/Concerns

Jim Huffman – Ditto to Marty and Judy's comments about treacherous conditions. He asked that Doug and Brent let the drivers know that the Board appreciates them. He would like the Board to sign a thank you card. GM Doug Pilant said staff can make that happen.

Judy Riggs – She was in Salem where her son lost power. The damage has resulted in the possibility of his house being without power for 3 or 4 weeks. While driving over and back, she was thinking about TCTD drivers and what they go through, especially Salem.

Marty Holm – He also acknowledged the District and their continued service during inclement weather. As a rider, he knows how valuable the services are and it is nice to hear how the drivers rise to the occasion year in and year out. He asked that Doug and Brent be sure to thank the drivers.

Jackie Edwards – Noticed there was no executive session. The Board may consider having the meetings live or taped by Jane Scott similar to the Tillamook County Board of Commissioners' meetings. This will ensure we know what is being planned from one meeting to the next, like the promise of the GM's review. Board Chair Huffman said he spoke with GM Doug Pilant and is postponing to March. She does not want it to be like last year where it kept getting put off. She is concerned about accountability. Board Chair Huffman assured her it will be on the March board meeting agenda.

Gary Hanenkrat – None, wished everyone to have a good evening.

Linda Adler – Not tonight, have a good evening.

Melissa Carlson-Swanson – Great to hear that Doug got time with family and sharing his picture. Thanked the crew for all the safe driving. Thanked everyone for the smooth meeting and being mindful so everyone could be allowed to talk and hear. Board Chair Huffman attended a meeting that Mis presented called Prevention and said he was really impressed.

Adjournment: Board Chair Huffman adjourned the meeting at 7:18pm.

These minutes approved this 18th day of March, 2020.

ATTEST:

James Huffman, Board Chair

Doug Pilant, General Manager



Tillamook County Transportation District
"Connecting the community through sustainable transit services"

**TCTD BUDGET COMMITTEE
MEMBER APPLICATION**

Name

Deborah Jane Vaan Wickle

Address

City Bay City

State Oregon

Zip 97107

Home/Cell Phone

Work Phone

Email

Occupation (if applicable)

retired BS Social Work Concordia 2009 Portland, Oregon

Community Affiliations / Interests

Bay City United Methodist Church sewing, gardening, VFW Auxiliary-post recently closed;
volunteer driver, dog sitter and domestic help

The TCTD Budget Committee is required to meet to evaluate and approve an annual budget in accordance to Oregon's Public Budget Law. Your appointment to the committee is for a 3-year term. Meetings are held at the TCTD Administrative Office.

Signature

Deborah Van Wickle

Date

02/25/2021

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

**An Ordinance Establishing)
Regulations Governing Conduct)
on District Property)**

ORDINANCE NO. 3

The Board of Directors of Tillamook County Transportation District (TCTD) does hereby ordain and decree the following Ordinance:

1.05 To facilitate the purposes set forth in ORS Chapter 267, and for the safety, convenience, and comfort of District Passengers and for the protection and preservation of District property, it is necessary to establish the following rules and regulations governing use of District facilities and providing remedies for violations thereof.

1.10 **Definitions.** As used in this Ordinance, unless the context requires otherwise:

- (1) "District" means the Tillamook County Transportation District.
- (2) "District Appeals Officer" means any person designated by the District General Manager to hear appeals to Notices of Exclusion.
- (3) "District Facility" includes the District Administrative Facility, the Transit Center any other District transit bus stop, any bus passenger shelter, any District-operated parking lot or park-and-ride lot, covered areas of any bus stop, and any lands and rights of way that are owned, leased, held, or used for the purposes of providing public transportation services.
- (4) "District Transit System" means the property, equipment and improvements of whatever nature owned, leased or controlled by the District to provide public transportation for passengers or to provide for movement of people, and includes any District Vehicle and any District Facility.
- (5) The "Boarding Platform Areas" of the Transit Center are designated on the attached Map. Boarding Platform Areas at bus stops within public rights-of-way are limited to eight feet from bus doors while buses are loading/unloading. Boarding Platform Areas at other locations owned/controlled by the District shall be eight feet from the curb where buses load/unload passengers.
- (6) A "shelter" is the area within the drip line of any structure located at a District bus stop that is designed or used to protect District customers from adverse weather conditions.
- (7) "District Vehicle" includes a bus, van or other vehicle used to transport passengers or a Vehicle owned or operated by or on behalf of the District.

- (8) "Emergency" includes, but is not limited to, a fire on a District Vehicle or Facility, or serious physical injury to person, or threat thereof, or any apparently urgent medical need.
- (9) "Operator" means a District employee responsible for operating any District Vehicle.
- (10) "Passenger" means a person who holds a valid fare, or is otherwise authorized a free or reduced fare, and is en route on a District Vehicle, or waiting for the next available District Vehicle, to such person's destination, or a person who enters a District Facility with the intent to purchase a valid fare for transportation on the next available District Vehicle to such person's destination.
- (11) "Police Officer" shall have the meaning as defined in ORS 181.610.
- (12) "Safety and Inspector Officer" means a person other than a "Police Officer" authorized by the General Manager to demand proof of fare payment and to issue citations as provided in this ordinance.
- (13) "Supervisor" means any District employee responsible for the supervision of any District transit operation.
- (14) "Service Animal" means any animal used by a person who requires the assistance of such animal to facilitate that person's life functions, including but not limited to seeing and hearing.

1.15 **Regulations:**

- (1) **Elderly and Disabled Seating.** The seats at the front of buses are reserved for the use of disabled and senior Passengers. Non-qualifying passengers must vacate such seating upon request of any District Vehicle operator or employee.
- (2) **Smoking Prohibited.** No person shall smoke tobacco or any other substance, or carry any burning or smoldering substance, in any form, aboard a District vehicle or within the boundaries of any District Facility; except smoking may be permitted at a District Facility within any posted area designated as a "SMOKING AREA." The General Manager or her/his designee may designate appropriate areas where smoking is permitted.
- (3) **Alcohol and Drugs.** No person shall use or possess alcohol or illegal drugs on a District Vehicle or Facility, except for lawfully possessed and unopened alcoholic beverages.
- (4) **Criminal Activity.** No person shall engage in any activity prohibited by State, County or Municipal Law of Oregon while on a District Vehicle, or within any District Facility or the District Transit System.
- (5) **Disorderly Conduct.** No person shall intentionally or recklessly cause inconvenience, annoyance or alarm to another by:
 - (a) Engaging in fighting, or violent, tumultuous or threatening behavior (physical or verbal), within any District Vehicle or District Facility;

- (b) Making unreasonable noise within any District Vehicle or in any District Facilities;
 - (c) Obstructing the free movement of passengers within any District Vehicle or District Facility;
 - (d) Creating a hazardous or physically offensive condition within a District Vehicle or District Facility;
 - (e) Otherwise violate ORS 166.025 as now in effect or hereafter amended.
- (6) **Harassment.** No person shall intentionally or recklessly harass or annoy another person by:
- (a) Subjecting such other person to offensive physical contact;
 - (b) Publicly insulting such other person by abusive words or gestures in a manner intended and likely to provoke a violent response; or
 - (c) Otherwise violate ORS 166.065 as now in effect or hereafter amended.
- (7) **Threatening or Offensive Language.** No person shall intentionally or recklessly disturb, harass, or intimidate another person by means of threatening or offensive language, or obscenities in a District Vehicle or in a District Facility in such a manner as to interfere with a passenger's use and enjoyment of the transit system.
- (8) **Food and Beverages.** For the protection of public safety, no person shall bring aboard a District Vehicle any food or beverage in open containers. No person shall consume food or alcohol on any District Vehicle. Passengers on District Vehicles may consume non-alcoholic beverages only from containers with snap-on or screw-on lids.
- (9) **Littering, Spitting.** No person shall discard or deposit, other than into a trash receptacle provided for that purpose, any rubbish, trash, debris, cigarette butts, or offensive substance in or upon a District Vehicle or District Facility. No person shall spit, defecate, or urinate in or upon any District Vehicle or District Facility except in a toilet.
- (10) **Interfering with Public Transportation.** No person shall:
- (a) Intentionally or knowingly enter unlawfully or remain unlawfully in or on a District Vehicle or District Facility;
 - (b) Intentionally or knowingly interfere with the provision or use of public transportation services by, among other things, interfering with the movement of, or access to, District Vehicles;
 - (c) While in or on a District Vehicle or District Facility, engage in disorderly conduct in the second degree as defined in ORS 166.025;
 - (d) Subject a District passenger, employee, agent or Police Officer to offensive physical contact; or

- (e) Otherwise violate ORS 166.116 as now in effect or hereafter amended.

(11) **Safety.**

- (a) All passengers (except infants who are held) must wear shoes, pants/shorts and shirt, a dress, or comparable clothing on District Vehicles and in District Facilities. In addition, all passengers must cover any exposed skin that may transmit communicable disease.
- (b) No person shall in any manner hang onto, or attach himself or herself onto any exterior part of a District Vehicle at any time. In addition, no person shall extend any portion of his or her body through any door or window of a District Vehicle.
- (c) No person shall ride a skateboard, roller skates or in-line skates in a District Vehicle or District Facility. Passengers with in-line skates will be allowed in a District Vehicle or District Facility so long as the wheels are rendered inoperable by a device ("skate guard") designed to provide stability and traction to the user and to permit the user to walk while wearing the skates.
- (d) No person shall discharge any weapon or throw, or cause to be thrown or projected, any object at or within a District Vehicle or District Facility, or at any person on a District Vehicle or in any part of a District Facility.
- (e) No person shall interfere, in any manner, with the safe operation or movement of any District Vehicle.
- (f) No person shall impede or block the free movement of passengers, or otherwise disrupt the functions of the District in any District Facility Boarding Platform Area, or in any District Vehicle.

(12) **Damaging or Defacing District Property.** No person shall:

- (a) Draw graffiti or any other writing on any District Vehicle or any other District Property; or
- (b) In any manner damage, destroy, interfere with, or obstruct in any manner, the property, services, or facilities of the District.

(13) **District Property.**

- (a) **Use of the District Transit System.** The Transit System is intended for the use of the District's passengers. To ensure the safety, comfort, and convenience of such passengers, no person shall impede or block the free movement of passengers, interfere with ingress and egress from District Facilities and Vehicles, intimidate or harass other passengers, or in any manner interfere with the principal transportation purpose to which the Transit System is dedicated.
- (b) **Limited Access Areas.** To ensure the safety, comfort, and convenience of District passengers and the safe and efficient operation of the Transit System, only passengers, District

personnel, and those transacting District business shall be permitted within any District administrative facility, customer service center, shelter, District vehicle, and on any District boarding platform area.

- (c) **Off-hours Closure.** All District Facilities shall be closed during non-operating hours. No person other than Police Officers, District personnel, or persons authorized by the District shall be in or about any District Facility during hours in which that District Facility is closed to the general public.
 - (d) **District's Right of Closure.** The District expressly reserves the right to close any District facilities and exclude all access at a time and for a duration to be determined by the District Board or General Manager. Such closure may be necessary for reasons that include, but are not limited to, an emergency, natural disaster, cleaning, or repairs.
 - (e) **Damaging District Property.** No person shall damage, destroy, interfere with, or obstruct in any manner the property, services, or facilities of the District.
 - (f) **Exclusion of Non-District Vehicles.** Unless otherwise allowed by posted sign, all non-District vehicles are excluded from District Facilities. Emergency vehicles and other vehicles authorized by the District are exempt from this exclusion.
 - (g) **Free Movement of District Vehicles.** No person or vehicle shall obstruct the free movement of District Vehicles while loading or unloading passengers, or while entering or exiting District Facilities.
 - (h) **Skateboards, In-line Skates, Bicycles.** No person shall ride a bicycle, skateboard or in-line skates at District facilities. Bicycles shall only be parked at a District Facility in designated areas.
- (14) **Animals.** No person shall bring or carry aboard a District Vehicle, or take into a District Facility, any animal not housed in an enclosed carrying container, except for a person who requires a service animal, or a person training a service animal. In no event, however, shall any animal be allowed on a District Vehicle or at a District Facility if such animal creates a hazard to any passenger or District employee.
- (15) **Carriages and Strollers.** No person shall bring or carry aboard a District Vehicle a carriage or stroller unless such item is folded and unoccupied. carriages and strollers must remain folded while aboard the District Vehicle.
- (16) **Packages.** Any packages or parcels brought aboard a District Vehicle must be able to be stored on and/or below one seat (if available), and must be secured so as to prevent their displacement should the vehicle be required to make a sudden stop or sharp turn. In no event shall any package or parcel be allowed to block access to any aisle or stairway.

- (17) **Radios.** No person shall play radios, or other audio devices or musical instruments on a District Vehicle or in a District Facility, unless the sound produced thereby is only audible through earphones to the person carrying the device.
- (18) **Repulsive Odors.** No person shall board or remain on a District Vehicle or enter or remain in a District Facility if the person, the person's clothing, or anything in the person's possession, emits a grossly repulsive or noxious odor that is unavoidable by other District passengers on the vehicle or in the facility and which causes extreme discomfort to District passengers or employees.
- (19) **Emergency Exit.** No person shall activate the "Emergency Exit" or alarm device of a District Vehicle or Facility in the absence of an emergency.
- (20) **District Seats.** No person shall place his or her feet on seat cushions on any District Vehicle or in any District Facility.
- (21) **Posting Notices.** Except as otherwise allowed by District regulation, no person shall place, permit or cause to be placed any notice or advertisement upon any District Vehicle, or on any District Facility or upon any non-District Vehicle without the owner's consent while the vehicle is parked at a District Facility.
- (22) **Flammable Substances.** No person shall bring aboard District Vehicles, or take into District Facilities flammable substances, except for matches and cigarette lighters.
- (23) **Weapons.** No person, except a Police Officer, shall bring into or carry aboard a District Vehicle, or bring into a District Facility, any knife, (except a folding knife with a blade less than 3 ½ inches in length), ice pick, bow, arrow, crossbow, any explosive device or material, any instrument or weapon commonly known as a blackjack, sling shot, sand club, sandbag, sap glove or metal knuckles, etc., or any other illegal or unlawfully possessed weapon of any kind.
- (24) **Non-payment of Fare; Misuse of Bus Pass or Group Pass.**
- (a) **Non-payment of Fare.** No person shall occupy, ride in or use, any District Vehicle unless the person has paid the applicable fare; has a valid and lawfully acquired transfer, bus pass, or group pass; or is otherwise authorized a free or reduced fare.
- (b) **Misuse of Bus Pass.** No person shall use or attempt to use a District bus pass to board or ride in a District Vehicle unless the bus pass was lawfully acquired at an authorized District outlet by or on behalf of the person. Unless otherwise transferable by the express terms of the bus pass, only the person identified on the bus pass may use such pass.
- (c) **Misuse of Group Pass.** No person shall use or attempt to use a District group pass to board or ride in a District Vehicle unless:
- (i) The group pass was lawfully acquired at an authorized District outlet by or on behalf of the person; and

- (ii) The group passes is used according to the terms of the applicable group pass agreement; and
- (iii) The person is a current member of the group to whom group pass were issued pursuant to the applicable group pass agreement.
- (d) **Confiscation of Misused Bus Pass or Group Bus Pass.** Any District Vehicle operator or any Police Officer may confiscate a bus pass or group bus pass used or presented for use in violation of subsections (b) or (c) of this section.
- (e) **Nonpayment of Fare, Misuse of Bus Pass or Group Bus Pass is Theft.** Any person who violates subsection (a), (b) or (c) above, in addition to any penalties described herein, may be subject to criminal prosecution for theft of services.

1.20 **Exclusion.**

- (1) In addition to any penalties provided herein for the violation of this Ordinance, and to any penalties for the violation of the laws of the State of Oregon, any Police Officer, Safety and Inspector Officer and other persons as may be designated by the District's General Manager, may issue a Notice of Exclusion from the District Transit System to any person who violates this Ordinance. The maximum period for exclusion shall not exceed ninety (90) days.
 - (a) Except as provided in (b) below, written Notice signed by the issuing authority shall be given to a person who has been excluded from all or part of the District Transit System. The written Notice shall specify the particular violation or reason for exclusion, places and duration of exclusion, and the consequences for failure to comply with the notice.
 - (b) In order to ensure the safety, convenience, and comfort of all passengers, a District Vehicle operator may, without giving written Notice of Exclusion, direct a passenger to leave a District Vehicle, or direct a prospective passenger not to board a District Vehicle, if the operator has probable cause to conclude that such passenger is in violation of any provision of the Ordinance. Without written Notice of Exclusion, such exclusion shall be effective only for the route in progress at the time of the exclusion.
- (2) A Notice of Exclusion shall be effective immediately upon issuance and shall remain in effect until the exclusion expires, is terminated by the District, or is rendered ineffective upon appeal. Any person receiving a Notice of Exclusion may appeal in writing under the following procedures:
 - (a) Appeals must be in writing and delivered to the District Appeals Manager within ten (10) days of receipt of the Notice of Exclusion. For appeals sent by mail, timeliness shall be determined by the date postmarked.

- (b) The District Appeals Officer shall review the appeal and issue a decision within ten (10) days after receipt of the appeal. He or she shall notify appellant, in writing, of the decision. The exclusion shall remain in effect during the pendency of the appeal.
 - (c) If the decision on appeal is in favor of the excluded person, the period of exclusion set forth in the Notice of Exclusion shall be terminated immediately. If the appellant is dissatisfied with the ruling of the District Appeals Officer, he or she may appeal to the District General Manager.
 - (d) Appeals to the District General Manager must be made within ten (10) days of the District Appeals Officer's decision. Appellants shall have the right to present information at a meeting open to the public, if desired, and will be notified of the date, time, and location.
 - (e) The District General Manager shall render a decision within fifteen (15) days after receiving the appeal. The decision by the District General Manager shall be final.
- (3) Notwithstanding (2) above, at any time during the period of exclusion, a person who has received a Notice of Exclusion may apply to the District Appeals Officer for a variance to allow the person to enter upon the District Transit System. The District Appeals Officer may, at his or her sole discretion, grant a variance if the person establishes a need to enter upon the District Transit System for reasons of employment, medical treatment or similar good cause. A variance may include such conditions as the District Appeals Officer determines will prevent future offenses.
- (4) A person excluded under this section may not enter or remain upon any part of the District Transit System from which the person is excluded during the stated period of exclusion. In addition to penalties imposed by this Ordinance, an excluded person who enters or remains upon any District Vehicle or part of the District Transit System from which the person has been excluded, may be charged with Criminal Trespass in the Second Degree, ORS 164.245, or as amended hereafter, and subjected to the penalties thereto.

1.25 Violations and Enforcement.

- (1) Any Police Officer, Safety and Inspector Officer, or Operator has the authority to refuse entrance on a District Vehicle or District Facility, require departure from a District Vehicle or District Facility, or to require a seating change, of any person who violates this ordinance, regardless of location and regardless of pass, transfer, ticket, or valid fare.
- (2) In addition to being excluded from the system pursuant to §1.20 of this Ordinance, any person who violates this Ordinance commits a violation as defined in ORS 153.008 to 153.025 and, upon conviction, may be punished by a fine of not more than \$250, in addition to other penalties provide by law.

- (3) Any Police Officer as well as Safety and Inspector Officer is authorized to issue citations to any person who violates any provision of this Ordinance. Safety and Inspector Officers are not Police Officers and only have the powers to arrest afforded a private person under ORS 133.225.
- (4) **Refusal of service.** Refusal of service may occur only in situations where a rider engages in violent, seriously disruptive, or illegal conduct; or represents a direct threat to the health or safety of others. The District shall not refuse to provide service to an individual with disabilities solely because the individual's disability results in involuntary behavior that may offend, annoy, or inconvenience others.

1.30 **Jurisdiction.** The laws of the State of Oregon, and all local laws of the jurisdiction where any infraction occurs, apply with equal force and effect to the District Transit System. Police Officers are expressly authorized to enforce all applicable State and local laws, and this Ordinance, upon the District Transit System.

1.35 **Severability.** It is hereby declared to be the legislative intent of Tillamook County Transportation District that the provisions of this Ordinance are severable, and if any provision, clause, section, or part is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, the remaining provisions shall continue to be in force and such partial illegality, invalidity, unconstitutionality or inapplicability shall not affect or impair the application of the remaining provisions to other persons and circumstances.

2.0 **Effective Date.** These amendments to Ordinance No. 3 shall become effective thirty (30) days after their adoption.

Passed and adopted by the District Board this 18th day of March, 2021 and signed by the Board Chair and Board Clerk in authentication of its passage.

TILLAMOOK COUNTY TRANSPORTATION DISTRICT

First Reading: _____

Board Chair

Second Reading: _____

Effective Date: _____

Attest:

Board Clerk

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

**Adopting the Template Blanket)
Purchase Agreement and Authorizing)
the General Manager to Execute)
Individual Agreements)**

RESOLUTION NO. 21-10

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 Coordinated 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, TCTD desires to act as a broker for NEMT services for CPCCO; and

WHEREAS, TCTD desires to engage various subcontractors to provide NEMT services through TCTD's brokerage; and

WHEREAS, TCTD has developed a Blanket Purchase Agreement (BPA) through which it will engage subcontractors to provide NEMT services; and

WHEREAS, TCTD recognizes that time is of the essence in contracting with subcontractors for NEMT services; and

WHEREAS, TCTD desires to approve the form of the template BPA in a form substantially similar to the document attached hereto.

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

The form of the template Blanket Purchase Agreement is approved; the General Manager is authorized to work with the District's attorney to make such changes as are required to finalize the Blanket Purchase Agreement; and the General Manager is authorized to execute individual Blanket Purchase Agreements on behalf of the Tillamook County Transportation District with its NEMT subcontractors without further approval.

INTRODUCED AND ADOPTED this 18th day of March, 2021.

ATTEST:

By: _____
James Huffman, Board Chair

By: _____
Doug Pilant, General Manager

45039-76820 4819-7499-1794.1

63

TILLAMOOK COUNTY TRANSPORTATION DISTRICT
BLANKET PURCHASE AGREEMENT

This Blanket Purchase Agreement (“BPA”) is entered into between Tillamook County Transportation District (“TCTD”) and _____ (“Contractor”) to provide Non-Emergent Medical Transportation (“NEMT”) services through the NW Rides Brokerage (“NWR”) under the terms and conditions that follow.

1. BPA Terms and Conditions

This BPA consists of every provision of the documents listed below that are incorporated into and made a part hereof. Any conflict between or among any term or condition of the listed documents shall be resolved in the following order of precedence, unless otherwise specifically indicated:

- 1.1 Written contract modifications executed by the parties after execution of the BPA;
- 1.2 This BPA signatures form;
- 1.3 Section I, “General Program Description;”
- 1.4 Section II, “General Provisions;”
- 1.5 Attachment A, “Required Contractor Information and Pricing,” completed by Contractor and approved by TCTD;
- 1.6 Attachment B, “Brokerage Transportation Provider Standards;”
- 1.7 Attachment C, “Criminal Records History Review Criteria;”
- 1.8 Attachment D, “Special Federal Requirements;”
- 1.9 Attachment E, “Code of Professional Conduct for Drivers;”
- 1.10 Attachment F, “HIPAA Compliance and Fraud, Waste & Abuse;”
- 1.11 Appendix 1 to Attachment F, “TCTD-CPCCO Business Associate Agreement”;
- 1.12 Attachment G, “Mileage Reimbursement Policy”; and
- 1.13 Attachment H, “NEMT Rider’s Guide”.

2. Term of BPA

This BPA is effective upon the date signed below by both authorized parties. The BPA will automatically renew annually on July 1, unless terminated earlier under the provisions of this BPA, or unless notice is given by either party no more than ninety (90) days and no less than thirty (30) days prior to the renewal date.

3. Project Managers

The parties shall provide a Project Manager who shall be responsible for coordination, direction and notices under this BPA. The TCTD Project Manager is:

Cathy Bond, NW Rides Brokerage Manager
Tillamook County Transportation District
3600 3rd Street, Suite A
Tillamook, OR 97141
(503) 354-8083
cbond@tillamookbus.com

Contractor's Project Manager shall be the individual identified in Attachment A, paragraph 11, entitled "Key Contact Information," under subparagraph A (Management/Operations). If either party changes its Project Manager, the party making the change shall promptly provide written notice to the other party.

4. Authority

The parties signing below represent that they have authority to bind the parties for whom they sign.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned parties have executed this agreement on the dates set forth below.

**TILLAMOOK COUNTY
TRANSPORTATION DISTRICT**

Date: _____

Date: _____

By: _____
(SIGNATURE)

By: _____
(SIGNATURE)

Name: _____
(PRINT NAME)

Name: _____
(PRINT NAME)

Title: _____

Title: _____

Address: _____

Phone: _____

lol

BLANKET PURCHASE AGREEMENT

SECTION I

GENERAL PROGRAM DESCRIPTION

This Blanket Purchase Agreement (“BPA”) has been established for Contractor to provide non-emergent medical transportation (“NEMT”) services for Columbia Pacific Coordinated Care Organization (“CPCCO”) members to and from Medicaid-covered medical services and other authorized destinations. Rides will be authorized by a centralized scheduling service operated by Tillamook County Transportation District (“TCTD”), referred to hereafter as the NW Rides Brokerage.

1. Program Description

CPCCO NEMT services are designed to transport CPCCO members of all ages to and from approved non-emergent medical services so such services will be accessible to eligible individuals who have no other means of transportation or are unable to use existing public transportation. TCTD operates the NW Rides Brokerage (“NWR”) that screens NEMT ride requests from CPCCO members and schedules contractors to provide suitable transportation services.

2. Definitions

2.1 After Hours: Any time outside of Regular Business Hours.

2.2 Assistant: An individual provided by Contractor to assist with client transports. Also referred to as a Service Technician.

2.3 Attendant: An individual provided by the client to accompany client during transport.

2.4 Regular Business Hours: Monday through Friday, 8 A.M. to 5 P.M.

2.5 Service Area: Clatsop, Columbia, and Tillamook Counties. NWR provides NEMT services to CPCCO members residing in the Service Area. NEMT services may also be provided to eligible OHP recipients from outside the Service Area or to return them home from the Service Area. Rides may also be authorized to and from destinations outside the Service Area when the required services are not available within the Service Area but are available in another area of the State, or in adjacent states. Attachment A, paragraph 9 identifies Contractor’s service area for purposes of providing NEMT services under this BPA.

2.6 Service Technician: An individual provided by Contractor to assist with client transports. Also referred to as an Assistant.

2.7 Target Population:

2.7.1 CPCCO members of all ages who need NEMT to and from approved medical services and who have no other transportation resources available to them or cannot access existing public transportation; and

2.7.2 CPCCO members authorized for other transportation services by TCTD under this BPA.

2.8 TCTD: Tillamook County Transportation District and its assignees and subsidiaries.

2.9 Work: The required activities, obligations, tasks, deliverables, reporting, and invoicing requirements described in this BPA and the documents incorporated by reference and made a part hereof.

3. Types of Transportation

3.1 This BPA provides for the following types of transportation which are offered through NWR:

3.1.1 Van transportation including wheelchair lift-equipped vans;

3.1.2 Sedan service, including taxicabs;

3.1.3 Stretcher van service;

3.1.4 Secure transport; and

3.1.5 Non-Emergent Ambulance.

4. Brokerage Management

TCTD provides overall management of NWR for the Service Area. NWR screens requests for transportation assistance to ensure that individuals requesting services are eligible to receive NEMT services. If eligible, NWR arranges transportation by one of the contractors holding a BPA with TCTD. Selection of a contractor to provide services under the BPA is at the sole discretion of TCTD as the operator of NWR and is not negotiable.

5. Contractor Responsibilities

5.1 Contractors are responsible for meeting the provisions of this BPA including the attached:

5.1.1 Required Contractor Information and Pricing (Attachment A);

- 5.1.2 Brokerage Transportation Provider Standards (Attachment B);
- 5.1.3 Criminal Records History Review Criteria (Attachment C);
- 5.1.4 Special Federal Requirements (Attachment D);
- 5.1.5 Code of Professional Conduct for Drivers (Attachment E);
- 5.1.6 HIPAA Compliance and Fraud, Waste & Abuse (Attachment F, including Appendix 1);
- 5.1.7 Mileage Reimbursement Policy (Attachment G); and
- 5.1.8 NEMT Rider's Guide (Attachment H).

Attachments A, B, C, D, E, F, G and H and their Appendices are herein incorporated by reference. One or more violations of any of the requirements in this BPA, including the Brokerage Transportation Provider Standards, as determined by TCTD may be grounds for termination or suspension in TCTD's sole discretion.

BLANKET PURCHASE AGREEMENT

SECTION II

GENERAL PROVISIONS

1. Description of Agreement

This Blanket Purchase Agreement (BPA) is for the purchase of transportation to and from services in the Service Area as described in Section I, paragraph 3, General Program Description. Purchase of the services required by this BPA shall be made if and when TCTD's Project Manager, or their designee, places at their discretion a call against this BPA. This is not an exclusive agreement. TCTD does not warrant or guarantee Contractor a minimum or maximum amount of calls or purchases against this BPA.

2. Extent of Obligation

TCTD is obligated only to the extent of authorized purchases actually made by NWR and performed by Contractor as required under this BPA.

3. Pricing and Profile Forms

Contractor shall complete the pricing forms to be supplied separately. These forms shall be completed to the satisfaction of TCTD prior to the placement of any call against this BPA. Contractor is authorized to change its pricing no more than once every three months.

4. Pricing

4.1 Contractor is authorized to set its own prices within the following parameters:

4.1.1 Payment for mileage will be calculated pursuant to the mileage reimbursement policy set forth in Attachment G.

4.1.2 No payment will be made for duplicate mileage. When two NEMT clients are transported at the same time, only one mileage charge will be allowed.

4.1.3 Shared NEMT ride rates shall be no more than half the base rate for each mode of transportation in accordance with OAR 410-136-3220.

4.1.4 Wait time may be included in the contracted rate but will be paid only in the case of a medical interval in route (vomiting, nausea, or other medically necessary episode) and only as authorized by NWR.

- 4.1.5 No payment will be made for any services other than those listed on the Contractor's pricing proposal without prior approval by NWR. Contractor may not charge additional fees for transports to or from specific facilities or for pharmacy stops without prior authorization.
- 4.1.6 No repair fee for vehicles damaged by NEMT clients during transport is allowed.
- 4.1.7 No cleanup fee for vehicles is allowed without prior approval.
- 4.1.8 No charges for assistance or "waiting time" prior to the time the NEMT client enters the vehicle or for assistance after the NEMT client exits the vehicle are allowed.
- 4.1.9 No additional charge may be made for an authorized escort or attendant accompanying the NEMT client.
- 4.1.10 No payment will be made for no-show or late-cancel trips.
- 4.1.11 Trips may be offered to Contractor on a case-by-case "bid" basis.
- 4.2 Contractor is expected to determine its pricing structure based on the actual costs incurred by the individual company, not on what similar companies are charging. Agreement among competitors to raise, fix or otherwise maintain the price at which their services are sold is prohibited and is grounds for suspension or termination of this BPA in TCTD's sole discretion.

5. Purchase Limitations

- 5.1 All transport, with the exception of after-hours urgent transports, must receive prior authorization by NWR.
- 5.2 Authorization for after-hours transport will be determined by NWR. No retroactive authorization or payment will be made for after-hours transport claims if supporting information is not submitted to NWR within 24 hours or by the end of the next business day after the service was provided.

After 7 days, Trip assignments are no longer accessible in the Ecolane web interface and cannot be marked as completed. Contractor shall not bill for trip assignments that are not marked as completed in Ecolane without prior approval from NWR.

6. Reimbursement

- 6.1** Reimbursement will be made for the route and mileage selected from point of origin to the destination by Ecolane.
- 6.2** Reimbursement will be made only when transport of a NEMT client has occurred.
- 6.3** Reimbursement is based on the condition that the NEMT service was provided as authorized by NWR, including shared ride status, escort requirements, assigned pick-up and drop-off locations, and any other directions provided by NWR with the trip assignment.
- 6.4** Reimbursement by NWR is considered to be payment in full.

7. Billing

- 7.1** All billing is generated automatically in Ecolane based on completed trip assignments. Contractor is responsible for reviewing billing in Ecolane. With the exception of ambulance and secured transport providers, Contractor must equip vehicles with tablets running Ecolane in order to receive and complete trip assignments. All providers must submit the following information for all billing using the Ecolane web interface:
 - 7.1.1** Trip authorization number;
 - 7.1.2** Client name;
 - 7.1.3** Mode of transportation, i.e., sedan, wheelchair vehicle, stretcher, secured, etc.
 - 7.1.4** Date and time of transport;
 - 7.1.5** Pick-up and drop off locations;
 - 7.1.6** Scheduled time of pickup;
 - 7.1.7** Actual time of pickup;
 - 7.1.8** Actual time of drop-off;
 - 7.1.9** Trip charge;
 - 7.1.10** Trip mileage;
 - 7.1.11** Driver name;

7.1.12 Vehicle number or other identification.

7.2 One or more incidents of inappropriate billing practices for NEMT services provided under this BPA shall be deemed a material breach of the BPA and subject to immediate suspension or termination of the BPA for cause in TCTD's sole discretion. Inappropriate billing practices include, but are not limited to, the following:

7.2.1 Overbilling for transportation services, including billing for additional mileage in violation of the Mileage Reimbursement Policy set forth in Attachment G.

7.2.2 Billing for individual rides where shared rides were provided.

7.2.3 Billing for services not provided.

7.2.4 Billing Medicare or other federal, state or private insurance for services authorized under this BPA.

7.2.5 Billing NEMT clients for services authorized under this BPA.

7.2.6 Billing for service animals.

7.3 Invoices for services under this BPA shall be submitted only for trips authorized by NWR. Contractor shall submit weekly invoices to NWR. Invoices for trips shall be submitted no later than fifteen (15) days after the date of service. Invoices must be submitted electronically using Ecolane web interface.

7.4 Contractor shall not bill clients directly for NEMT services authorized under this BPA. Contractor shall not bill clients or NWR for no-shows or canceled trips.

8. Payment

8.1 Payment for services under this BPA shall be made only for trips authorized by NWR. TCTD shall pay Contractor for all undisputed invoices within thirty (30) days after TCTD receives approval to pay the invoice from NWR for calls placed against this BPA.

8.2 TCTD may dispute any charges invoiced by Contractor by identifying the specific charge(s) and requesting additional documentation or other information from the Contractor within fifteen (15) days of receiving the invoice. If TCTD rejects an invoiced charge it will notify the Contractor in writing. Contractor will have seven (7) days after receipt of the rejection to appeal the rejection to TCTD's Project Manager in writing. TCTD's Project

Manager shall consider the appeal and shall provide a final decision in writing to Contractor within fifteen (15) days after receipt of the appeal.

- 8.3** If an audit or billing review by TCTD identifies overbilling or other excessive charges, Contractor will be required to reimburse TCTD for the amount of the overpayment (without limitation of TCTD's other rights and remedies, including, but not limited to, TCTD's right to terminate or suspend Contractor). Audit and review may take place any time after payment for NEMT services has been made.

9. Insurance

- 9.1** During the term of this BPA, Contractor shall purchase and maintain all insurance required by this BPA. Contractor shall furnish acceptable certificates of insurance and copies of applicable insurance policies, binders and addenda to TCTD within ten (10) days prior to the award of this BPA and prior to commencement of any work under this BPA. Contractor shall also furnish acceptable certificates of insurance and copies of applicable insurance policies, binders and addenda to TCTD within ten (10) days prior to policy renewal, change, or change of the insurance carrier.

- 9.2** Contractor shall be responsible for the payment of all premiums and deductibles. Contractor shall maintain insurance of the types and in the amounts described below:

9.2.1 Commercial General Liability Insurance

Covers bodily injury, death and property damage in a form and with coverages that are satisfactory to TCTD. This insurance shall include personal injury liability, advertising liability, products and completed operations, contractual liability coverage for the indemnity provided under this BPA, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,500,000.00 for any single claimant, and \$3,000,000.00 for multiple claimants. Annual aggregate limit shall not be less than \$5,000,000.00.

9.2.2 Automobile Liability Insurance

Insurance covering all business use in the State of Oregon including coverage of owned, non-owned, or hired vehicles. Coverage shall be written on an occurrence basis in an amount of not less than \$1,500,000.00 for any single claimant, and \$3,000,000.00 for multiple claimants. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Use of personal automobile liability insurance coverage may be acceptable at

TCTD's sole discretion if such coverage is written for a minimum of \$1,000,000.00 and Contractor submits evidence that the policy includes a business use endorsement.

9.2.3 Worker's Compensation Insurance

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and shall provide worker's compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements. Contractor shall require and ensure that each of its Subcontractors complies with these requirements.

The certificates of insurance provided by Contractor shall be executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth above.

Failure of TCTD to demand such certificate or other evidence of full compliance with these insurance requirements or failure of TCTD to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

In the event of cancellation or restriction by the Contractor's insurance company of any insurance coverage required herein, the Contractor shall notify TCTD orally and in writing before the cancellation takes effect or no later than two (2) days from notification by the insurance company. Failure to notify TCTD as stated is cause for termination of this BPA.

9.3 The insurance required under this Paragraph shall:

- 9.3.1** Be issued by an insurance company licensed to do business in the State of Oregon;
- 9.3.2** Be issued by an insurance company with an A.M. Best rating of Excellent or better;
- 9.3.3** Include TCTD dba NWR and each of its respective directors, officers, representatives, agents, and employees as additional insureds with respect to work or operations connected with the BPA

for the Commercial General Liability and Automobile Liability insurance. Also include the State of Oregon, Oregon Health Authority, CPCCO, and each of their respective directors, officers, representatives, agents, and employees as additional insureds with respect to work or operations connected with the BPA for the Commercial General Liability and Automobile Liability insurance.

Coverage shall be primary and non-contributory with any other insurance and self-insurance. The **Additional Insured** endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the **Additional Insured** endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

- 9.4 Contractor's insurance shall apply as primary and neither Contractor nor its insurer(s) will seek contribution from any insurance maintained by or provided to the additional insureds listed above. This limitation must be stated on the insurance certificate.
- 9.5 Where permitted by law, Contractor will cause their underwriters of insurance policies to waive their rights of subrogation arising from the work performed under this contract. This waiver must be stated on the certificate and endorsements attached to the insurance certificate.
- 9.6 In addition to Contractor's other requirements of indemnity under this BPA, Contractor shall hold harmless, defend and indemnify TCTD, its officers, directors, employees and agents from and against any loss, expenses, assessments, penalties, costs, claims or liability, including reasonable attorney's fees, resulting from Contractor's failure to provide the insurance required by this BPA, including but not limited to a finding or determination by a court, regulatory agency or other entity with governing legal authority that Contractor is subject to the requirements of the worker's compensation statutes.
- 9.7 Notice of Cancellation or Change: Contractor shall assure that no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) occurs without 30 days' prior written notice from Contractor or its insurer(s) to TCTD. Any failure to comply with this clause constitutes a material breach of this BPA and is grounds for immediate termination of this BPA by TCTD.
- 9.8 Proof of Insurance: Contractor shall provide to TCTD Certificate(s) of Insurance for all required insurance before performing any NEMT services required under this BPA. The Certificate(s) shall list the following as a Certificate holder and as an endorsed Additional Insured: TCTD and each of its respective directors, officers, representatives, agents, and

employees; the State of Oregon and each of its respective directors, officers, representatives, agents, and employees; CPCCO and each of its respective directors, officers, representatives, agents, and employees. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, TCTD has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

- 9.9** “Tail” Coverage: If any of the required liability insurance is on a “claims made” basis, Contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of this BPA, for a minimum of 24 months following the later of (i) Contractor’s completion and TCTD’s acceptance of all services required under this Contract, or (ii) the expiration of all warranty periods provided under this Contract.

10. Contractor’s Status and General Responsibilities

- 10.1** Contractor is an independent contractor for all purposes and is entitled to no compensation from TCTD other than that provided by this BPA. Neither Contractor, nor Contractor’s employees, agents or subcontractors, if any, shall be deemed to be employees or agents of TCTD, Oregon Health Authority or CPCCO as those terms are used in ORS 30.265 or otherwise. Nothing in this BPA shall be construed to create a partnership, joint venture or agency relationship between Contractor and TCTD. Contractor shall inform TCTD of Contractor’s Federal Internal Revenue Service Employer Identification Number, or, if Contractor is an individual with no employer identification number, Contractor’s Social Security Number.
- 10.2** Contractor shall provide and pay for all labor, materials, equipment, utilities, and other goods or services necessary for full performance of this BPA, unless this BPA specifically provides otherwise. TCTD requires Contractor to use tablets to interface with Ecolane in order to receive and process trip assignments. Contractor is required to purchase and maintain such tablets, chargers, and mounting gear as are necessary for Contractor’s safe and reliable access to Ecolane. Contractor shall supervise and direct performance of this BPA using its best skill and shall be responsible for selecting the means of BPA performance. If, during or after the term of this BPA, Contractor learns of any actual or potential defect in the services provided under this BPA, or any problem associated with the results of BPA performance, or of any nonconformance with a provision of this BPA or of federal, state, or local law, Contractor shall

inform TCTD at the earliest possible time (and in no event later than the next day) in writing with a full description of the defect, problems, or nonconformance. Failure to so notify TCTD will be deemed a material breach of this BPA and will subject Contractor to immediate suspension or termination for default in TCTD's sole discretion.

11. Service Availability

Contractor shall have adequate driver, vehicle and dispatch resources available to provide the volume of NEMT service requested by NWR pursuant to this BPA. Contractor shall immediately contact NWR regarding any instance in which Contractor is unable to perform an assigned ride. NWR will document the reason the trip cannot be performed. A pattern of inability to perform assigned trips or excessive non-performance of assigned trips shall subject Contractor to a reduction in rides offered, or immediate suspension or termination for default in TCTD's sole discretion.

12. Notices and Communications

All notices and other communications concerning this BPA shall be written in English. Notices and other communications may be delivered personally, by e-mail, by fax or by regular, certified, or registered mail, unless a specific method of delivery is required under this BPA.

13. Subcontract and Assignment

Contractor shall not enter into any subcontract, including any subcontracts with drivers or dispatchers, nor assign or transfer any of its rights or delegate any of its responsibilities for performance of this BPA without the prior written consent of TCTD. Any subcontract, assignment or transfer of interests is subject to such conditions and provisions as TCTD, CPCCO and/or Oregon Health Authority may deem necessary. No assignment, transfer of interest or subcontract shall be deemed to create any obligation of TCTD, Oregon Health Authority, or CPCCO in addition to those set forth in this BPA. Any purported subcontract, assignment, or transfer of interests in violation of this section shall be null and void.

TCTD's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this BPA. In addition, Contractor shall ensure that subcontractor(s) fulfill(s) all duties and obligations and meet(s) all standards and requirements of Contractor under this BPA.

TCTD may, in its sole discretion, assign or transfer any of its rights or delegate any of its responsibilities under this BPA. No assignment, transfer of interest, or delegation of authority shall relieve Contractor of any of its duties or obligations under this BPA.

14. Indemnification

Contractor shall indemnify, hold harmless, and defend TCTD, its officers, directors, employees, representatives and agents from any loss, expense, liability or claim including but not limited to legal fees and costs of defending actions or suits, resulting directly or indirectly from the negligence or other fault of Contractor, or its respective employees, representatives or subcontractors in the performance or nonperformance of this BPA. Approval by TCTD of insurance contracts required under this BPA shall not reduce or relieve Contractor of liability under this BPA. Contractor's obligations hereunder shall survive termination or expiration of this BPA.

15. Subcontract Provisions

Contractor may, with TCTD's prior written approval, subcontract the delivery of any service provided under this BPA. Contractor shall include in any subcontract authorized by TCTD, any provisions necessary to make all of the provisions of this BPA fully effective. Contractor shall provide all necessary plans, specifications and instructions with suppliers and subcontractors to enable them to properly perform its work. **Contractors shall provide copies of all subcontracts for delivery of service under this agreement to TCTD for review and approval.** A driver could be a subcontractor under certain circumstances; in these cases, the subcontract would need to meet IRS and Workers Compensation guidelines to be considered a subcontractor and not an employee. Sub-contractors are required to carry the same amount of vehicle and liability insurance as TCTD requires of Contractor under this BPA. In addition to any other provisions TCTD may require, Contractor shall include in any permitted subcontract under this BPA, provisions to ensure that TCTD, Oregon Health Authority, or CPCCO will receive the benefit of the subcontractor's performance as if the subcontractor were the Contractor. Contractor shall provide all necessary instructions and information to any suppliers and subcontractors (including subcontracted drivers and dispatchers) to enable them to properly perform their work.

16. Computation of Time

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

17. Termination

- 17.1** For Convenience. This BPA may be terminated for convenience by TCTD or Contractor upon 30 days' notice in writing, and delivered by certified mail or in person. This BPA may be terminated for convenience immediately upon mutual written consent of TCTD and Contractor or at such other time as the parties may agree in the written consent. Contractor shall be compensated for all services performed under this BPA up to the effective termination date, minus any offsets by TCTD for overpayments or any other costs or damages suffered by TCTD. Any such termination of this BPA shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- 17.2** For Cause. TCTD may immediately terminate this BPA for cause upon written notice to Contractor. A termination for cause may occur for any reason deemed sufficient by TCTD in its sole discretion, including but not limited to the following: (1) one or more breaches of the terms of this BPA, including any failure by Contractor to comply with the Brokerage Transportation Provider Standards; or (2) if Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for benefit of creditors, or ceases doing business on a regular basis. Unless otherwise stated by TCTD at the time of termination or thereafter, termination shall mean that Contractor and its principals shall not reapply for services under this BPA.
- 17.3** Upon TCTD's termination of the BPA for convenience or for cause, Contractor has 15 days from the date of notification in which to bill all outstanding ride charges.
- 17.4** Non-Waiver of Suspension/Termination Rights. TCTD's failure to suspend or terminate Contractor for past violations of this BPA, including the Brokerage Transportation Provider Standards, shall in no way waive, limit or abrogate TCTD's right in its sole discretion to suspend or terminate Contractor for such past or subsequent violation or violations. Similarly, TCTD's limited degree or duration of a suspension or termination of Contractor for past violations of this BPA, including the Brokerage Transportation Provider Standards, shall in no way waive, limit or abrogate the degree or duration of suspension or termination that TCTD in its sole discretion may issue for such past or subsequent violation or violations.

18. Suspension

TCTD, at its sole discretion, may discontinue ride assignment or suspend this BPA at any time and for any length of time pending investigation of any concerns about NEMT service provision or compliance under this BPA. NEMT service shall

be reinstated at TCTD's sole discretion once Contractor demonstrates to TCTD's satisfaction that it is complying with the terms and conditions of this BPA or that NEMT service delivery concerns have been resolved.

19. Retirement System Status

Contractor is responsible for all benefit program contributions for its employees and subcontractors, agents and officers that arise out of or under this BPA. These programs may include, but are not limited to: Federal Social Security, Unemployment Insurance, Workers Compensation, and Public Employees' Retirement System.

20. Effective Date and Duration

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

21. Government Employment Status

The funds to pay the Contractor will be charged against federal funds. Contractor certifies that it is not currently employed by the Federal Government for the work being performed under this BPA.

22. Dual Payment

Contractor shall not be compensated for work performed under this BPA by any other Department or Agency of the State of Oregon or the Federal Government.

23. Records Maintenance and Access

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

related to this BPA, whichever date is later. Contractor shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

24. Compliance with Applicable Law

- 24.1** Contractor agrees to comply with all federal, state, county, and local laws, ordinances and regulations applicable to work performed under this BPA.
- 24.2** Without limitation of other applicable laws, Contractor shall comply with the provisions required in every public contract entered into in the State of Oregon, including but not limited to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235, the terms and conditions of which are incorporated into and made a part of this BPA, including but not limited to the following:
- 24.2.1** Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in this BPA.
- 24.2.2** Pay all contributions or amounts due the Industrial Accident Fund from such agency or subcontractor incurred in performance of this BPA.
- 24.2.3** Not permit any lien or claim to be filed or prosecuted against TCTD on account of any labor or material furnished.
- 24.2.4** Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 24.3** If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this BPA as such claim becomes due, the proper officer representing TCTD may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this BPA.
- 24.4** Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention incident to sickness or injury to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all monies and sums that Contractor collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.

25. Nondiscrimination

The parties agree to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable regulations of federal and state civil rights and rehabilitation statutes, rules and regulations. The parties shall also comply with the Americans with Disabilities Act of 1990, ORS Chapter 659A, and all regulations and administrative rules established pursuant to those laws.

26. Confidentiality

Contractor shall comply and require its employees and all other persons performing services for Contractor under this BPA, to comply with the following confidentiality provisions:

26.1 Contractor and all of its employees shall treat all information and, in particular, information relating to recipients and providers, which is obtained by and through its performance under this BPA, as confidential information to the extent that confidential treatment of that information is provided for under Health Insurance Portability and Accountability Act of 1996 (HIPAA) or other State and Federal law. Contractor shall safeguard such information and shall not use any information so obtained in any manner except as necessary to the proper discharge of its obligations hereunder.

26.2 Client Information

26.2.1 All information as to personal facts and circumstances obtained by the Contractor about a client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or the client's legal guardian or personal representative except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.

26.2.2 The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this BPA. Confidentiality policies shall be applied to all requests from outside sources.

26.2.3 CPCCO, Contractor and any subcontractor will share information as necessary to effectively provide NEMT services to CPCCO members.

26.3 Information Privacy/Security/Access

If the work performed under this BPA requires Contractor or, when allowed, its subcontractor(s), to have access to or use of any Oregon Health Authority computer system or other Oregon Health Authority Information Asset for which Oregon Health Authority or CPCCO imposes security requirements, and Oregon Health Authority grants Contractor access to such Oregon Health Authority or CPCCO Information Assets or Network and Information Systems, Contractor shall comply and require any subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

27. Requirements to Report Abuse of Certain Classes of Persons

27.1 Contractor 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, Contractor shall notify the referring case worker within 24 hours. Contractor shall immediately contact the local DHS child Protective Services office if questions arise whether an incident meets the definition of Child Abuse or neglect.

27.2 Contractor 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:

27.2.1 OAR 407-045-0000 through 407-045-0370 (abuse investigations by the Office of Investigations and Training);

27.2.2 ORS 430.735 through 430.765 (persons with mental illness or developmental disabilities);

27.2.3 ORS 124.005 to 124.040 (elderly persons and persons with disabilities); and

27.2.4 ORS 441.650 to 441.680 (residents of long-term care facilities).

27.3 Contractor shall notify TCTD immediately of any incident, evidence or concerns involving abuse of persons belonging to any of the classes set forth in this Paragraph.

28. Severability

The parties agree that if any term or provision of this BPA 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 BPA did not contain the particular term or provision held to be invalid.

29. Additional Special Federal Requirements

Contractor agrees to be bound by the federal terms and conditions set forth in Attachment D to this BPA.

30. Recycling

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

31. Mediation

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

32. Applicable Law and Jurisdiction

This BPA shall be governed by Oregon law without regard to any jurisdiction's conflict of laws, rules or doctrines. Any suit or action arising from this BPA shall be commenced and prosecuted in the courts of Tillamook County, Oregon, or the U.S. District Court for the District of Oregon as applicable. The parties agree to submit to the jurisdiction and venue of these courts.

33. Remedies Cumulative

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

34. Compliance with Tax Laws

ORS 305.385(6) states:

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

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

35. Amendment

No amendment or modification to the terms of this BPA are valid unless made in writing and signed by each of the parties hereto. The Parties may mutually amend this BPA. TCTD may amend this BPA 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 BPA may place TCTD at risk of non-compliance with Federal or state statute or regulations or at risk of breach of the CPCCO-TCTD Delegate Agreement for NEMT services; to address any changes needed in the event that the CPCCO-TCTD Delegate Agreement is amended; or, to address any changes needed in the event that CPCCO’s service area is expanded or reduced. Whenever feasible, TCTD commits to providing advance notice to Contractor of any such anticipated changes, engaging Contractor in the development of these amendments and to the extent possible will provide Contractor with a preview of proposed amendments as soon as possible.

36. Grievances, Feedback and Denials

Contractor shall notify TCTD of any known grievances or complaints from members within 48 hours of becoming aware that a grievance or complaint may exist. The members’ rights in regards to grievances, feedback and denials is detailed in the NEMT Rider’s Guide (Attachment H).

37. Third-Party Beneficiaries

TCTD and Contractor are the only parties to this BPA and are the only parties entitled to enforce its terms. Nothing in this BPA 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 unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this BPA.

38. Merger Clause

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

BLANKET PURCHASE AGREEMENT

ATTACHMENT A

REQUIRED CONTRACTOR INFORMATION AND PRICING

****MUST BE COMPLETED AND SUBMITTED BY CONTRACTOR****

****SUBJECT TO REVIEW AND APPROVAL BY TCTD****

1. **BUSINESS NAME:** _____
LEGAL NAME (if different): _____
STREET ADDRESS: _____
MAILING ADDRESS: _____
CITY/STATE/ZIP: _____
PHONE NUMBER: _____
FAX NUMBER: _____
E-MAIL ADDRESS: _____

2. **TYPE OF BUSINESS** (Mark One)
PUBLIC AGENCY: ____
PRIVATE NON-PROFIT: ____ OTHER: ____
PRIVATE FOR-PROFIT: ____
SOLE PROPRIETORSHIP: ____ PARTNERSHIP: ____ CORPORATION: ____

3. **IDENTIFICATION NUMBERS**
STATE OF OREGON CORPORATION ID NUMBER: _____
FEDERAL TAX NUMBER: _____
OTHER: (Specify): _____

4. **BUSINESS OWNERSHIP**

NAME OF OWNER: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

NAME OF OWNER: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

5. **KEY CONTACT INFORMATION**

**Identify the key contact person for Management/Operations
(will serve as the "Contractor's Project Manager" for purposes of the BPA):**

NAME: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL: _____

Identify the key contact person for Scheduling and Dispatch:

NAME: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL: _____

Identify the key contact person for Billing:

NAME: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL: _____

6. SERVICES PROVIDED

Describe the relevant services provided by your business, specifically any specialized service, specialized training your staff has received, or any limitations with regard to the transportation you could provide under this BPA.

Check all the service types that apply:

Sedan Wheelchair Stretcher
 Secure BLS/ALS

7. SERVICE AVAILABILITY

List the specific hours and days your business is available to provide NEMT services described in this BPA. If your business is capable of providing transportation outside of your normal operating hours, please indicate hours of availability.

Days of Week	Hours of Normal Operation		Hours of Operation for After-Hours Service (if applicable)	
	Begin	End	Begin	End
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				

8. SERVICE AREA

Describe in detail the boundaries of your service area and any exceptions regarding provision of transportation in your service area under this BPA. List by County. If not by County, attach a map indicating your service area.

11. DRIVER AND VEHICLE INFORMATION

INITIALS OF BUSINESS OWNER

_____ Drivers used in the performance of this BPA are skilled in passenger assistance, defensive driving, first aid, CPR and blood-borne pathogen techniques. If applicable, they are trained to use any specialized equipment, such as wheelchair lifts and stretcher gurneys that are required to assist in loading and unloading passengers.

_____ The company/organization maintains records and evidence verifying that all drivers operating under this BPA have received all training required in this BPA.

_____ The company/organization has conducted training of Attachment F, HIPAA Compliance and Fraud, Waste and Abuse.

_____ Vehicles used by the company/organization meet passenger safety and comfort standards. They are properly equipped, accessible, and maintained. They comply with federal motor vehicle safety standards and, when applicable, they have: seat belts as required by state, county, and/or city laws and regulations; wheelchair loading and securing devices as required, and; restraining devices, padding and blankets as needed.

I certify that the driver and vehicle information provided in Attachment A is accurate. I have the authority to make contractual commitments for this company.

SIGNATURE OF BUSINESS OWNER / AUTHORIZED AGENT

PRINT FULL NAME

TITLE

DATE

BLANKET PURCHASE AGREEMENT

ATTACHMENT B

BROKERAGE TRANSPORTATION PROVIDER STANDARDS

1. Contractor shall comply with all applicable local, state, and federal licenses and certifications. Contractor shall possess current appropriate local, state and federal licenses and certifications required by respective jurisdictions, and copies of such licenses and certifications shall be provided to TCTD prior to the commencement of services under this BPA.
2. Contractor shall comply with appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. This includes, but is not limited to, proper equipment, accessibility, maintenance, seat belts and all equipment necessary to transport clients using wheelchairs or stretchers.
3. Contractor must not be under sanction by the Oregon Health Authority.
4. Without limitation of any other applicable provision of this BPA, Contractor shall treat, and shall require any person performing services under this BPA to treat, every aspect of a transport as confidential, including the fact of client's program eligibility and any or all information pertaining to a client's physical or mental health status or condition.
5. TCTD coordinates all NEMT ride assignments, billing, and related communications via Ecolane. Contractor must meet the following minimum technology requirements:
 - 5.1 Internet access
 - 5.2 Computer capable of running current version of internet browser such as Firefox, Chrome, or Safari (Ecolane does not work with Internet Explorer)
 - 5.3 E-mail, including ability to send, receive, and open attachments
 - 5.4 Printer
 - 5.5 Document scanner
 - 5.6 Tablet with data plan from a cellular service provider for each vehicle that will provide NEMT service under this BPA
 - 5.7 Vehicle mounts for tablets

6. Contractor must communicate in English with TCTD, both orally and in writing. Contractor must have computer skills sufficient to complete scheduling, dispatching and billing processes in Ecolane.
7. All employees or subcontracted personnel of Contractor who may have one-on-one contact with a client must complete a background record check in accordance with ORS 181A.195, ORS 181A.200, and OAR chapter 257, division 10. Criminal background checks must include the criteria set forth in Attachment C. If Contractor requests an exception to the standards set forth in Attachment C, TCTD will forward the request to CPCCO for its review and action.
8. Contractor shall collect all data required by TCTD to be used in preparing reports and passenger surveys.
9. Contractor shall provide TCTD quarterly with a list of all employees and owners for the purpose of exclusion checks.
10. Contractor must provide written response to TCTD within two (2) business days of any complaint or incident.

11. Vehicle Standards

11.1 Contractor shall assure the comfort and safety of clients by proper maintenance of their vehicles. This includes, but is not limited to:

11.1.1 The interior shall be clean and free from any debris impeding a passenger's ability to ride comfortably.

11.1.2 Smoking is prohibited in the vehicle at all times in accordance with ORS 433.835 to 433.990 and OAR 333-015-0025 to 333-015-0090. The Contractor shall not smoke, aerosolize or vaporize an inhalant consisting of nicotine, a cannabinoid or a substance to be delivered into a person's respiratory system or permit smoking, aerosolizing or vaporizing of an inhalant in or within ten (10) feet of the vehicle at any time.

11.1.3 Appropriate safety equipment must be present and operable, including but not limited to:

11.1.3.1. First aid kit

11.1.3.2. UL-approved fire extinguisher with current inspection tag

11.1.3.3. Roadside reflective devices or flares

11.1.3.4. Flashlight

11.1.3.5. Chains or traction tires (when appropriate)

11.1.3.6. Disposable gloves

- 11.1.3.7. Blood-borne pathogen kit
 - 11.1.3.8. Accident report form
- 11.1.4 Vehicles in good operating condition, including but not limited to:
 - 11.1.4.1. Seatbelts and seatbelt extenders
 - 11.1.4.2. Side and rear-view mirrors
 - 11.1.4.3. Horn
 - 11.1.4.4. Turn signals, headlights, taillights, and windshield wipers
 - 11.1.4.5. Heater and air conditioner maintained in good working order for the climatic conditions of the area.
- 11.1.5 Vehicles shall be equipped with two-way radios and/or phones. Every vehicle must be equipped with a tablet device. CB radios and pagers are not acceptable. Contractor shall have the ability to communicate concurrently with their drivers and TCTD.
- 11.1.6 Wheelchair vehicles shall at a minimum meet ADA requirements as defined in 49 CFR Part 38, 49 CFR Part 571.403 and 49 CFR Part 571.404. Wheelchair vehicles require at a minimum an annual inspection and documentation of ADA lift/ramp compliance and proper working order by a certified lift mechanic. An annual ADA lift/ramp inspection must be performed within 90 days prior to TCTD's annual vehicle inspection.
- 11.1.7 Wheelchair securement location within a vehicle must be designed to limit movement of an occupied wheelchair when the vehicle is in normal operation, using a four-point tie down system. Separate from the wheelchair securement system, an occupant securement system consisting of a lap and shoulder belt shall be provided.
- 11.1.8 Lifts and other installed accessories including radios shall be maintained in accordance with the recommendations of the respective manufacturer and records of the maintenance shall be maintained.
- 11.1.9 Vehicle exteriors shall be washed on a regular basis to maintain a reasonably clean appearance in all seasons.
- 11.1.10 Vehicle interiors shall be swept/vacuumed and cleaned up each day before the start of service, and thoroughly cleaned (scrubbed) on a regular basis. Interior cleaning agents shall be

fragrance free and shall not be offensive or injurious to individuals with heightened sensitivity to environmental toxins or fragrances.

- 11.1.11** All vehicles shall have exteriors free of broken mirrors, broken windows, excessive grime, rust, chipped paint or major dents or body damage that detracts from the overall appearance of the vehicle. Vehicles with major body damage must be removed from service until the damage is completely repaired.
- 11.1.12** Passenger compartment shall be free from torn upholstery or torn or excessively worn floor covering. Seats shall not be broken, damaged or have protruding sharp edges.
- 11.1.13** Each vehicle shall have sufficient functioning interior lights within the interior compartment.
- 11.1.14** Each vehicle shall be weather-tight and free of leaks.
- 11.1.15** Vans or buses shall carry and use a portable step, retractable boarding step, or running board to assist in boarding. Said portable step must be a commercially manufactured item designed for this purpose and must have a base broader than the step area.
- 11.1.16** Neither drivers nor passengers shall be allowed to play loud music in the vehicle. Passengers may use mobile electronic devices, personal radios, CD players and other audio storage devices if they use headphones. Drivers shall be in compliance with ORS 811.507 which addresses the use of a mobile electronic device while driving.
- 11.1.17** Any fines incurred in the operation of the vehicle, including, but not limited to parking violations, shall be the sole responsibility of the Contractor. Contractor shall hold TCTD harmless for any fines, penalties or citations imposed on account of operation of the vehicle and any expense incurred.
- 11.1.18** An individual file containing the following information shall be maintained for all vehicles owned, non-owned, hired, and sub-contracted under this BPA:
 - 11.1.18.1** Vehicle identification number (VIN).
 - 11.1.18.2** Complete vehicle maintenance records. Such records shall be available for inspection by TCTD during business hours. Contractor shall prepare and

submit to TCTD such vehicle maintenance reports as TCTD may require.

11.1.18.3 Vehicle loss control record listing incident description, date, mileage and driver.

11.1.18.4 Vehicle equipment check log verifying that special equipment, including lift equipment, has been checked according to the suggested schedule of the manufacturer or at least semi-annually.

11.1.18.5 Vehicle operational and safety check log recorded at the beginning of each work day and indicating that tires, brakes, lights, seat belts and other relevant equipment are operational and the vehicle has not been damaged.

11.1.19 Vehicles shall display permanently affixed company identification with the company name and telephone number on the outside of the doors or windows on both sides of the vehicles. All required signage must be in lettering at least three (3) inches in height with proportional width. Signage must be clearly visible at all times. Agencies transporting their own clients and secure transport providers are exempt from this requirement.

11.1.20 All vehicles require title or vehicle registration documentation.

11.2 Contractors shall maintain a preventative maintenance schedule, which incorporates, at a minimum, the schedule recommended by the vehicle manufacturer. Contractors shall maintain records documenting repairs and preventive maintenance and make such records available to TCTD for inspection. **All vehicles involved in an auto accident or theft must be re-inspected and recertified to be eligible to provide service under this BPA.**

11.3 TCTD requires that a vehicle be inspected prior to placing the vehicle in service. Contractor may have that inspection done by an ASE certified mechanic and provide a copy of that inspection to TCTD prior to placing the vehicle in service. If the Contractor is a public transit provider and has conducted a new vehicle acceptance inspection for the state Department of Transportation, the provision of a copy of that form may be acceptable to TCTD.

TCTD requires an annual inspection of each vehicle used under this BPA and reserves the right to conduct an inspection at any time throughout the term of the BPA. Such inspections may either be conducted at the Contractor's facility or another location with prior approval of TCTD. Contractor shall make the vehicle available for inspection at no cost to

TCTD. Any inspection is solely for TCTD's own purpose and shall in no way diminish the sole responsibility of the Contractor to operate and maintain a safe fleet of vehicles.

- 11.4** All vehicles used in the performance of this BPA shall meet the following vehicle age requirements:

No vehicle shall be older than 15 years, including sedans, wheelchair vans, stretcher vehicles and secured transport vehicles, without prior written authorization of TCTD.

Notwithstanding the above age limits, TCTD may, at its sole discretion and after inspection of vehicles, determine which vehicles may be used in the performance of services under this BPA. Any vehicle that does not meet or exceed the vehicle standards set forth in this BPA shall be removed from service immediately and must be re-inspected and approved by TCTD before the vehicle may be reinstated for use under this BPA.

- 11.5** No vehicles shall be substituted for vehicles in use under this BPA or added to a Contractor's fleet without prior inspection and approval of TCTD.
- 11.6** Contractor shall maintain a minimum vehicle fleet of two (2) operational vehicles at all times.
- 11.7** TCTD's review and approval of Contractor's vehicles shall in no way create liability in TCTD or relieve Contractor of its sole responsibility for proper maintenance and use of its vehicles or any other equipment.
- 11.8** One or more violations of any of the above requirements as determined by TCTD may be grounds for termination or suspension of Contractor in TCTD's sole discretion.

12. Driver Standards

- 12.1** Contractors shall inform drivers of their duties and responsibilities and provide training for the safe use of all equipment related to their vehicles. This shall include, but not be limited to:

12.1.1 Briefing about the NEMT program, reporting forms, vehicle operation, requirements for fraud, waste and abuse reporting, and the geographic area in which they shall be providing service.

12.1.2 Road testing and training to competence with the type of vehicle and equipment that the driver shall be operating.

- 12.1.3 Completion of the National Safety Council Defensive Driving online course, or an equivalent, prior to performance under this BPA and at least every three years thereafter.
 - 12.1.4 Completion of an approved First Aid, Cardiopulmonary Resuscitation (CPR) and bloodborne pathogens course prior to performance under this BPA and maintain current certification.
 - 12.1.5 Completion of an approved Passenger Assistance training course prior to performance under this BPA and maintain current certification. Passenger Assistance training must include wheelchair securement training in a wheelchair vehicle for all drivers transporting clients in wheelchairs.
 - 12.1.6 Understanding NWR procedures for responding to a passenger's needs for emergency care should they arise during the ride.
- 12.2 Drivers must be prequalified by TCTD prior to performing service under this BPA. Prequalification includes but is not limited to:
- 12.2.1 A criminal history background check and DMV record check. Contractor will conduct the criminal history background check and is responsible for obtaining the DMV record. The DMV record check shall consist of a three-year personal driving record check and a three-year commercial or business driving record check or a three year-year combined check. The driver shall not have any at-fault accidents within the past three years.
 - 12.2.2 Driver qualifications include but are not limited to:
 - 12.2.2.1. Driver has an appropriate and valid Oregon driver's license.
 - 12.2.2.2. Driver is 21 years of age or older.
 - 12.2.2.3. Driver has not been convicted of any crimes against people or any drug or alcohol related offenses, except as provided in Attachment C. Any exceptions to this policy shall be made with approval of CPCCO.
 - 12.2.2.4. Driver is reliable and able to drive safely. Drivers must maintain a courteous and polite manner in all dealings with the public and must be sensitive to the needs of people using NEMT services including

people with disabilities, people of all sexual orientations and gender identities, people of color, people of all ages, and people with major illnesses and/or who are medically fragile. Drivers shall not develop or maintain romantic or sexual relationships with any individual transported.

12.2.2.5. Driver is trained to use and secure any special equipment installed on their vehicles including but not limited to wheelchair lifts, mobility devices, child car seats, tablet computers and two-way radios. Verification shall consist of records maintained for all drivers that verify training was received and completed to competence.

12.2.2.6. Driver is familiar with the geographic area in which they shall be providing service.

12.2.2.7. Driver communicates effectively in English (written and verbal).

12.3 Contractor shall maintain driver documentation which includes copies of driver licenses, photo IDs, signed drug- and alcohol-free workplace policy, signed Code of Professional Conduct for Drivers, results of driving record checks, criminal history background checks, verification of dates and types of training completed, and, as applicable, signed copy of driver subcontract, if any. Contractor shall provide copies of such records to TCTD upon request.

12.4 Driver shall not stop for lunch or convenience items of any kind during the transport of a client, except with the prior authorization of TCTD. Stops may be made only for restroom breaks, refueling, and medical emergencies. Drivers and clients may not smoke or vape in the vehicle or within 10 feet of the vehicle at any time and may not eat in the vehicle, except for prior documented medical purposes. Drivers may not provide clients with food, beverages, tobacco products or gifts of any kind at any time.

12.5 Drivers shall comply with all terms of the Code of Professional Conduct for Drivers, as found in Attachment A.

12.6 Drivers shall wear company uniforms when provided. At all times and regardless of availability of company uniforms, Drivers shall wear neat and clean clothing and generally be neat in appearance. Open toe shoes and unsafe clothing are prohibited. Unsafe clothing is any clothing that may

impede the driver's ability to drive or operate mechanisms on the vehicle, such as the wheelchair lift and wheelchair tie down systems.

- 12.7** Drivers shall address and treat passengers courteously at all times. Drivers shall assist with opening and closing vehicle doors for the passenger(s) when they board/deboard, providing reasonable assistance to or from the main entrance of both the origin and destination locations. In so doing, drivers should not lose sight of their vehicles if other passengers are on board. A driver should avoid leaving passengers on board the vehicle unattended except while assisting other passengers.

Drivers shall not engage in inappropriate conversations during transports that may offend passengers, such as but not limited to politics, religion and publicly sensitive issues. Drivers shall keep personal views of people and companies to themselves. Drivers shall not discuss other clients' names and trips with their dispatcher while other clients are in the vehicle.

- 12.8** Drivers shall require all passengers to wear seatbelts during transports. Children shall be required to ride in a child safety seat appropriate to their age and weight as required by Oregon Law. Clients under the age of eighteen (18) years of age must ride in the back seat of transportation vehicles. All clients should routinely ride in the back seat.

Drivers shall not, at any time while providing service under this BPA, possess or use any weapon. Weapons include, but are not limited to, guns, knives or swords with blades over four inches in length, explosives and any chemical whose purpose is to cause harm to another person.

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

- 12.9** Contractor has the sole responsibility for proper selection and training of its drivers.
- 12.10** TCTD may, at its sole discretion, determine which drivers may be used in the performance of services under this BPA. Any driver that does not meet or exceed the driver standards set forth in this BPA shall be removed from service immediately and must be approved by TCTD before reinstatement for service under this BPA.

12.11 One or more violations of any of the above requirements in paragraph 12 as determined by TCTD may be grounds for termination or suspension of Contractor in TCTD's sole discretion.

13. Service Standards

13.1 Will calls: Pickup shall occur no more than sixty (60) minutes after request. Actual call time and actual pickup times shall be recorded by the Contractor and submitted as part of the billing.

13.2 Maximum on-time performance window: The on-time window shall not exceed fifteen (15) minutes before or fifteen (15) minutes after scheduled pickup time. Actual pickup times shall be recorded by the Contractor and submitted as part of the billing.

13.3 Travel times: Travel time shall be no more than two (2) times drive time, as measured by Google driving direction or similar. Actual pickup and drop off times shall be recorded by the Contractor and submitted as part of the billing.

13.4 Late or missed trips and/or performance issues related to on-time pickups as determined by TCTD are considered grounds for termination or suspension of this BPA in TCTD's sole discretion. Unusual weather or unusual traffic conditions affecting all vehicular traffic which prevent the Contractor from meeting the scheduled pickup time shall not constitute non-compliance with this service standard.

13.5 Contractor shall provide all transportation services under this BPA only as authorized by TCTD as operator of NWR.

13.6 Contractor shall only pick up and deliver clients to locations assigned by TCTD as operator of NWR and shall not use routes other than the most reasonable direct route. In the event of any deviation from the most reasonable direct route, Contractor shall notify TCTD no later than the next business day.

13.7 Contractor shall report suspected fraudulent use of NEMT services to TCTD.

13.8 Contractor shall provide NEMT services without regard to race, creed, ethnicity, national origin, sexual orientation, marital status, gender, age, health status, or disability. Confidentiality regarding persons transported, their respective medical condition or diagnosis, and transportation services provided shall be maintained at all times. (Confidentiality statements must be signed by all employees and are provided with this BPA.)

- 13.9** If Contractor arrives to provide transportation and an emergency exists that requires transportation by an ambulance, Contractor shall refer the client for emergency transportation by calling 911 for the client if necessary. Contractor shall inform TCTD no later than the first hour of the next business day.
- 13.10** Contractor shall not change the pick-up or drop-off times or negotiate pick-up or drop-off times with clients. Clients shall be referred to NWR if they require additional transport or if a change in the authorized transport is desired or needed. With the exception of after-hours medical trips, all requests for medical trips received directly by Contractor must be referred to NWR prior to service delivery. All retroactive authorization requests for after-hours service must be submitted within 24 hours or the end of the next business day following the date of transportation. Non-medical after-hours trips shall not be retroactively authorized for payment.
- 13.11** Contractor shall not make any changes to the rides as authorized including, but not limited to, any changes resulting in (1) combined or shared rides, (2) indirect routes of any kind, or (3) alternate pick-up or drop-off locations. If a change is needed Contractor must receive prior approval for such change from NWR. Trips not provided as authorized shall not be reimbursed. One or more incidents of Contractor changing an authorized ride may result in suspension or termination of this BPA at TCTD's sole discretion.
- 13.12** Contractor shall provide transportation service as assigned, unless it is certain that the means to do so are unavailable to the Contractor. If the Contractor is unable to provide a transportation service assigned by NWR, it shall notify NWR Dispatch immediately. NWR Dispatch shall assess the ride and reassign it, if appropriate.
- 13.13** Contractor shall ensure that no unauthorized passengers are transported while providing any trip under this BPA without NWR's prior authorization. This includes relatives, friends, and/or children of the client or the driver.
- 13.14** Contractor shall accept and perform shared rides as assigned by NWR.
- 13.15** Contractor shall leave return slips with passengers that include the name of the company, the local telephone number to call for the return pick up, and the name and contact number of NWR.
- 13.16** Contractor shall establish written procedures for drivers to follow regarding situations in which emergency care is needed for clients they are assigned to transport. Contractor shall have a written accident/incident investigation

procedure and shall follow that procedure to respond to and review all accidents/incidents.

- 13.17** Contractor shall inform TCTD within one hour or the first hour of the next business day of all injuries and accidents occurring while transporting clients. A written injury/accident report shall be submitted by the end of the business day following the accident. A formal report, detailing the accident, complete with copies of motor vehicle and law enforcement reports, actions taken and scheduled follow-up, shall be submitted to TCTD within five (5) business days of the date of the event.
- 13.18** Contractor shall notify TCTD within 24 hours or no later than the next business day, of any and all non-injury accidents and incidents related to transporting an NWR client. Contractor shall notify TCTD within 24 hours of any non-injury accident or incident that affects the client's health or well-being or relates in any way to a client complaint. The report shall include the date of the event, vehicle, and driver description of the accident or incident, and names of all parties involved. A written report of the accident or incident shall be submitted to TCTD within two (2) business days of the date of the event.
- 13.19** Contractor shall respond to TCTD in writing to address all Complaint notifications within five (5) days of receipt of notice of the incident.
- 13.20** Contractor shall notify TCTD immediately of any event that affects the client's timely arrival for the appointment or the client's destination.
- 13.21** Contractor's drivers shall not perform NEMT services under this BPA while consuming or under the influence of alcohol or drugs. Contractor is encouraged to enroll all its drivers in a drug and alcohol consortium, and to encourage its subcontractors to register all of subcontractor's drivers in a drug and alcohol consortium. Contractor must immediately refer drivers suspected of being under the influence of alcohol or drugs for testing at Contractor's expense. Refusal to test or positive test results shall disqualify a driver from providing service under this BPA.
- 13.22** Contractor shall provide door-to-door service. It is understood that at times clients may require pick up or drop off inside a facility. Drivers are not to enter a private dwelling. It is also understood that it may be necessary to check a client in with nurses, doctors, or caretakers rather than leave a client unattended at the door.
- 13.23** Contractor's drivers shall not perform personal care services for clients, such as dressing or feeding. Contractor's drivers shall not transfer a client

into or out of a wheelchair or bed, or provide full-weight support while walking, except as authorized by TCTD.

- 13.24** Driver may assist a client in a wheelchair up or down one (1) step where a ramp is not available.
- 13.25** A wheelchair accessible vehicle must be used when assigned by NWR for clients in wheelchairs who require transportation while remaining in their mobility device. Transferring/carrying individuals from wheelchairs to the seat of a vehicle is prohibited, except for a rider who can transfer without assistance.
- 13.26** Children under eighteen (18) years of age shall not be transported in the front seat of the vehicle.
- 13.27** Contractor shall notify TCTD immediately upon any no-show passengers at the scheduled pick-up time.
- 13.28** Passengers are permitted to travel with service animals.
- 13.29** One or more violations of any of the above requirements in paragraph 13 as determined by TCTD may be grounds for termination or suspension of Contractor in TCTD's sole discretion.

14. Stretcher Transport Standards

Any stretcher transport provided shall comply with OAR 333-255-0072, regarding stretcher equipment standards for ambulances. In addition, stretcher transport shall comply with the following requirements.

- 14.1** All stretcher transports shall have an assistant provided by the Contractor, in addition to the driver, to assist with loading, unloading, and lifting the stretcher. A minimum of two (2) individuals are required to accompany a stretcher car passenger during the duration of the trip.
- 14.2** Stretcher Gurney – In addition to the standards stated in OAR 333-255-0072, the stretcher gurney shall have brakes installed on a minimum of one wheel. Stretcher gurney shall have a minimum weight load capacity of 500 pounds. Stretcher gurney shall have folding base legs that retract when loading. Stretcher gurney shall have a safety bar and hook (for mounting in vehicle) to prevent accidental drop when unloading. Annual maintenance shall be performed on the stretcher gurney according to the manufacturer's recommendations.
- 14.3** Vehicle – Vehicle shall have an approved antler bracket and rear rail clamp (that fastens directly to the stretcher) mounted to the floor of the

vehicle. Vehicle shall have a safety hook mounted by the rear door to prevent accidental stretcher drop. Wheelchair lift equipment shall not be used to load/unload stretcher clients.

- 14.4** Training – All persons engaged in stretcher transports shall at a minimum be trained in proper loading, unloading, lifting, and securement techniques in addition to the training required in OAR 333-250-0270. Proof of training is required.

15. Secure Transport Standards

- 15.1** Secure Transport Contractors must comply with all provisions of this BPA. Secure Transport Contractors must also comply with all Oregon Health Authority requirements for Secure Transport providers as found in OAR 309-033-0200 through 309-033-0440.

BLANKET PURCHASE AGREEMENT

ATTACHMENT C

CRIMINAL RECORDS HISTORY REVIEW CRITERIA

General Guidelines Crimes Affecting Fitness for Employment		
Type of Offense	Class of Offense	Time Frame to Consider
Offenses against persons*	Class A felony	forever
	Class B or C felony	15 years
	Class A, B or C misdemeanor	10 years
Offenses against property	Class A felony	15 years
	Class B or C felony	10 years
	Class A, B or C misdemeanor	5 years
Offenses involving fraud or deception	Class C felony	10 years
	Class A, B or C misdemeanor	5 years
Offenses against public order; firearms and other weapons; racketeering*	Class A felony	15 years
	Class B or C felony	10 years
	Class A, B or C misdemeanor	5 years
Offenses against public health, decency, and animals*	Class A felony	15 years
	Class C felony	10 years
	Class A, B or C misdemeanor	5 years
Offenses involving controlled substances, illegal drug cleanup, paraphernalia, precursors	Class A felony	15 years
	Class B or C felony	10 years
	Class A, B or C misdemeanor	5 years
All other crime categories	Class C felony	10 years
	Class A, B or C misdemeanor	5 years
	Traffic Crime	
<p>1. Failure to disclose a conviction of a criminal offense or crime will result in disqualification from employment. Disqualification resulting from failure to disclose may not be appealed.</p> <p>2. For offenses marked by an asterisk, TCTD will not make exceptions to the <i>General Guidelines</i> set forth above.</p>		

Stat. Auth.: ORS 267.237, 181A.200.

This section specifically overrides any inconsistent provisions.

BLANKET PURCHASE AGREEMENT

ATTACHMENT D

SPECIAL FEDERAL REQUIREMENTS

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

1. Miscellaneous Federal Provisions

Contractor shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Services. Without limiting the generality of the foregoing, Contractor 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 Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 USC 14402.

2. Equal Employment Opportunity

If this Contract, including amendments, is for more than \$10,000, then Contractor shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. Clean Air, Clean Water, EPA Regulations

If this Contract, including amendments, exceeds \$100,000 then Contractor 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. 1857(h)), 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 for grants and agreements (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 Contractor. Contractor shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. Energy Efficiency

Contractor shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. Seq. (Pub. L. 94 163).

5. Truth in Lobbying

By signing this Contract, the Contractor certifies, to the best of the Contractor's knowledge and belief that:

- 5.1** No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, 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 Contract, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative Contract.
- 5.2** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative Contract,

the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- 5.3** The Contractor 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 Contracts) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- 5.4** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 5.5** No part of any federal funds paid to the Contractor under this Contract 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.
- 5.6** No part of any federal funds paid to Contractor under this Contract 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 State 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 or administrative processes within the executive branch of that government.
- 5.7** 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.

5.8 No part of any federal funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or substance included in schedule 1 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.

6. Resource Conservation and Recovery

Contractor 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 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Contractor. Current guidelines are set forth in 40 CFR Part 247.

7. Audits

- 7.1** Contractor shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- 7.2** If Contractor expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Contractor 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 TCTD within 30 days of completion. If Contractor 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 requested.

8. Debarment and Suspension

Contractor shall not permit any person or entity to be a subcontractor if the person or entity is listed in the Governmentwide System for Award Management Exclusions list ("SAM Exclusions"), currently at <https://www.sam.gov>, 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. Contractor shall cooperate with TCTD conducting such checks by providing a current list of owners and employees on a monthly basis with sufficient identifying information to allow TCTD to conduct a debarment and suspension check.

9. Drug-Free Workplace

Contractor shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace:

- 9.1** Contractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Contractor's workplace or while providing services to OHA and CPCCO Clients. Contractor's notice shall specify the actions that will be taken by Contractor against its employees for violation of such prohibitions;
- 9.2** Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Contractor'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;
- 9.3** Provide each employee to be engaged in the performance of Work under this Contract a copy of the statement mentioned in paragraph (A) above;
- 9.4** Notify each employee in the statement required by paragraph (A) that, as a condition of employment to perform Work under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- 9.5** Notify TCTD within ten (10) days after receiving notice under subparagraph (D) from an employee or otherwise receiving actual notice of such conviction;
- 9.6** 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;
- 9.7** Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (A) through (F);

- 9.8** Require any subcontractor to comply with subparagraphs (A) through (G);
- 9.9** Neither Contractor nor any of Contractor's employees, officers, agents or subcontractors may perform any work required under this Contract 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 Contractor or Contractor's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Contractor or Contractor's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities;
- 9.10** Violation of any provision of this subsection may result in termination of the Contract.

10. Pro-Children Act

Contractor shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 USC Section 6081 et. seq.).

11. Medicaid Services

Contractor shall comply with all applicable federal and state laws and regulations pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 USC Section 1396 et seq., including without limitation:

- 11.1** 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 USC Section 1396a (a)(27); 42 CFR 431.107(b)(1) & (2).
- 11.2** Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
- 11.3** Maintain written notices and procedures respecting advance directives in compliance with 42 USC Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.

- 11.4 Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Contractor shall acknowledge Contractor'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.
- 11.5 Entities receiving \$5 million or more annually (under this Contract 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 USC § 1396a (a)(68).

12. Agency-Based Voter Registration

If applicable, Contractor shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered to applicants for services.

13. Disclosure

- 13.1 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:
 - 13.1.1 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;
 - 13.1.2 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;
 - 13.1.3 Whether the person (individual or corporation) with an 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;

13.1.4 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

13.1.5 The name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

13.2 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.

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

13.4 Contractor shall make the disclosures required by this Section 13 to TCTD who will, in turn provide these disclosures to OHA. OHA reserves the right to take such action as 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.

14. 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 Contract, 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 Contractor agrees that it has been provided the following notice:

14.1 The federal funding agency reserves a royalty-free, non-exclusive 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:

14.1.1 The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and

- 14.1.2** Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- 14.2** 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."
- 14.3** 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.

BLANKET PURCHASE AGREEMENT

ATTACHMENT E

CODE OF PROFESSIONAL CONDUCT FOR DRIVERS

1. Safety Compliance:

Drivers shall drive safely, comply with all transportation laws and follow all vehicle/client securement and safety procedures while performing transportation services under the Contractor's BPA with TCTD.

2. Professional Demeanor:

Drivers shall be punctual, prepared, and dressed in a professional manner appropriate for the situation. Drivers shall not use alcohol, narcotics, or controlled substances while on duty. Drivers shall not use any legal or illegal substance or prescribed or over the counter medication that affects their ability to safely operate a motor vehicle. Drivers shall not smoke or vape in the vehicle or within 10 feet of the vehicle at any time. Drivers shall not eat in the vehicle, except for prior documented medical purposes. Drivers shall not solicit or accept alcohol, prescriptions, controlled substances, tobacco products, food, or gifts of any kind from clients.

3. Cultural Sensitivity – Courtesy – Respect:

Drivers shall maintain a courteous, polite and professional manner in all dealings with the public and shall be sensitive to the needs of people using NEMT, including people with disabilities, people of all cultural and racial backgrounds, people of all sexual orientations and gender identities, people of all ages, and people with major illnesses and/or who are medically fragile. Drivers shall be culturally sensitive and respectful to the individuals they serve. Drivers shall provide support, assistance, and direction to clients as needed. Drivers shall not make sexually explicit comments, solicit sexual favors, or engage in sexual activities with clients. Drivers shall not develop or maintain romantic or sexual relationships with clients.

4. Scope of Duties:

Drivers shall not counsel, refer, give advice, or express personal opinions to clients, or engage in any other activities that may be construed to constitute a service other than transportation. Drivers shall not market their services to clients or arrange services for clients in order to create business for themselves. Driver shall not provide clients with food, beverages, tobacco products or gifts of any

kind. Drivers shall not stop for lunch, fuel or convenience items of any kind during the transport of a client, except as authorized in advance by TCTD.

5. Confidentiality:

Drivers shall take all reasonable measures to safeguard and protect client information. Drivers shall only use or disclose personal information to TCTD, or appropriate authorities for purposes directly connected with the services provided to the client.

6. Proficiency:

Drivers shall meet the minimum training standards required by TCTD and pass all required trainings. Driver shall be trained to proficiency for use and securement of any special equipment installed on their vehicles, including but not limited to wheelchair lifts, stretcher gurneys, mobility devices, child car seats, and two-way communication devices. Driver shall be familiar with the geographic area in which they provide service. Driver shall communicate effectively in English, verbally and in writing.

7. Compensation:

Drivers shall not accept additional money, considerations, gifts, or favors from clients.

8. Non-discrimination:

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

9. Self-evaluation:

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

10. Ethical Standards:

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

11. Conduct Requirements:

Drivers will comply with all driver conduct requirements listed in the BPA, Attachment B, Brokerage Transportation Provider Standards, Paragraph 12, Driver Standards. Any violations of the Brokerage Transportation Provider Driver Standards or the Code of Professional Conduct for Drivers may result in suspension or termination.

THIS CODE APPLIES TO ALL PERSONS PROVIDING TRANSPORTATION SERVICES UNDER THE CONTRACTOR'S BPA WITH TCTD AND MUST BE COMPLIED WITH AT ALL TIMES.

Date

Signature of Contractor Representative

Contractor Representative Printed Name

Company

BLANKET PURCHASE AGREEMENT

ATTACHMENT F

HIPAA COMPLIANCE AND FRAUD, WASTE & ABUSE

1. TCTD maintains Health Insurance Portability and Accountability Act (“HIPAA”) compliance and Fraud, Waste & Abuse (“FWA”) standards to prevent, detect and correct noncompliance and FWA activities.
2. **What is FWA?** “FWA” stands for fraud, waste and abuse. In summary, it refers to anything that may compromise the safety, integrity, protection, and financial well-being of health care programs. It does not matter who committed the FWA act, or whether it was intentional or unintentional. If you suspect that an employee, a provider, a beneficiary or a broker has violated the FWA rule, you have an obligation to report it.
3. **What is the difference between “compliance” and “FWA”?** Compliance is a broad term used to describe activities and behaviors that must be consistent with Federal, HIPAA, and State laws, regulations, mandates and operational requirements. FWA, on the other hand, is more specific and tends to focus on the financial, safety and utilization impact to the health care programs. In general, FWA focuses on claims, appropriate use of services, financial reimbursement, and certain illegal acts. FWA is no more or less severe than non-compliance. The severity of the issue will depend on facts and circumstances.
4. **How you can help to prevent, detect and correct HIPAA noncompliance and FWA?** You should be familiar with relevant Federal and State laws, and TCTD’s compliance program and its policies and procedures. This will allow you to know when to recognize incidents of noncompliance and FWA and be able to report them. Should an issue require further action, you should assist in the investigation and resolution to ensure that the issue is corrected and does not reoccur. You can report incidents of noncompliance or FWA to the Oregon Department of Human Services Office of Payment Accuracy and Recovery Fraud Hotline at 1-888-FRAUD01(1-888-372-8301) or online at:

https://sharedsystems.dhsoha.state.or.us/opr_fraud_ref/index.cfm?act=evt.subm_web.
5. **EXAMPLES OF NON-COMPLIANCE OR FWA**
 - 5.1 Intentionally providing clients with inaccurate information.
 - 5.2 Submitting claims for services never rendered.
 - 5.3 Making Personal Health Information accessible to the public.

6. COMPLIANCE WITH FEDERAL AND STATE LAWS

TCTD, our employees and providers must comply with certain Federal and State Laws, statutes and requirements, such as:

6.1 Anti-Kickback Statute: This statute prohibits anyone from knowingly and willingly receiving or paying anything of value to influence the referral of federally funded health care program business. This can take many forms, such as cash payments, entertainment, credits, gifts, free goods or services, the forgiveness of debt, or the sale or purchase of items at a price that is not consistent with fair market value.

The offense is classified as a felony and is punishable by fines of up to \$25,000, imprisonment for up to five years, civil money penalties of up to \$50,000, and exclusion from participation in health care programs.

6.2 Contractual Commitments: TCTD contracts with the Oregon Health Authority (OHA) and provides services for Columbia Pacific Coordinated Care Organization (CPCCO). We are bound by the terms and conditions of our contracts. Non-compliance with contractual obligations may result in the suspension or termination of our contracts with OHA and CPCCO.

6.3 HIPAA & HITECH Act: HIPAA and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act protect the confidentiality and integrity of protected health information. The HIPAA Privacy Rule provides federal protections for personal health information held by TCTD and its providers and gives clients an array of rights with respect to that information.

6.4 The Security Rule specifies a series of administrative, physical and technical safeguards for TCTD and its providers to use to assure confidentiality, integrity and availability of electronic protected health information.

7. HIPAA PRIVACY, 42 CFR PROTECTIONS AND PHI SECURITY

The parties’ activities pursuant to the Agreement sometimes may involve (i) the disclosure of PHI by the TCTD (or another business associate of the TCTD) to Contracted Provider, (ii) the use or disclosure by Contracted Provider of PHI received from the TCTD and (iii) the transmission by Electronic Media or the maintenance in Electronic Media of Individually Identifiable Health Information by Contracted Provider. Accordingly, the relationship between TCTD and Contracted Provider is subject to provisions of the HIPAA Rules and 42 CFR Part 2 protections. TCTD and Contracted Provider intend to protect the privacy of PHI and the security of electronic PHI held by Contracted Provider in connection with

the Agreement in compliance with this BPA, the HIPAA Rules and other applicable laws. You should:

- 7.1 Use and disclose the minimum necessary PHI to perform the job
 - 7.2 Disclose PHI to any third party only with appropriate written authorization from the individual, unless the law authorizes or requires the disclosure.
 - 7.3 Dispose of unneeded copies of documents containing PHI in a secure manner.
 - 7.4 Never leave PHI lying on desks, in fax machines, on dashboards, on seats or in any other area generally accessible to the public.
 - 7.5 Take special care to secure PHI when transmitting or transporting it.
 - 7.6 Password- or PIN-protect any computer or portable device containing PHI.
 - 7.7 Report all inappropriate disclosure of PHI to TCTD.
8. The unauthorized use or release of confidential or privileged medical information by a provider may be considered a breach of contract.
 9. No PHI may be disclosed or discussed with anyone beyond your organization except as required to fulfill your job responsibilities and in accordance with federal and state laws. A breach of confidentiality occurs when PHI is passed purposely or accidentally to anyone who does not have a business need to know. Such breaches of confidentiality are strictly prohibited.
- 10. CONSEQUENCES OF NON-COMPLIANCE**
- 10.1 Failure to act with integrity or comply with applicable laws and regulations can have a severe adverse impact on TCTD as a medical transportation broker and your organization as a medical transportation provider through exclusion or debarment from government programs. TCTD will review the registers once a month for the names of all owners and employees of the Contractor.
 - 10.2 TCTD is bound by the terms and conditions of its contracts. Noncompliance with contractual provisions may result in the termination of such contracts and/or penalties under state and/or federal laws.
11. Contractor acknowledges that Contractor has reviewed TCTD's Business Associate Agreement with Columbia Pacific CCO, attached hereto and incorporated as Appendix 1 to this Attachment F, which outlines TCTD's obligations under state and federal law with regard to protected health

information. Contractor warrants that Contractor has read that agreement and agrees to be bound by and comply with its terms and conditions to the extent applicable.

BLANKET PURCHASE AGREEMENT
APPENDIX 1 TO ATTACHMENT F
TCTD-CPCCO BUSINESS ASSOCIATE AGREEMENT

BLANKET PURCHASE AGREEMENT

ATTACHMENT G

MILEAGE REIMBURSEMENT POLICY

The Tillamook County Transportation District's NW Rides Brokerage ("NWR") uses Ecolane software ("Ecolane") to schedule and assign non-emergent medical transport (NEMT) trips to contracted transportation providers. Ecolane generates trip assignments based on the least-cost trip by automatically calculating the **shortest direct route** between the first pickup point and the final destination. TCTD will reimburse contractors for mileage based on the shortest direct route as selected by Ecolane.

In the event of a contractor's deviation from or extension to the shortest direct route associated with a trip assignment, this policy shall govern mileage reimbursement.

1. Deviations

For purposes of this policy, a deviation occurs when a contractor incurs mileage in excess of the shortest direct route as a result of leaving the shortest direct route for any purpose prior to reaching the final destination of the trip assignment, including for purposes of picking up or dropping off a shared ride client. It is the responsibility of the contractor to absorb the additional mileage incurred as a result of a deviation. No additional mileage will be reimbursed in excess of the distance of the shortest direct route as selected and assigned by Ecolane. All invoices submitted to TCTD must reflect only the trip mileage assigned by Ecolane. Any discrepancy in the invoiced mileage will be grounds for rejection of the invoice.

2. Extensions

For purposes of this policy, an extension occurs when a contractor incurs mileage in excess of the shortest direct route for the sole purpose of dropping off a shared ride client at a final destination beyond the original client's final destination. Extensions must be approved in advance by NWR. All invoices submitted to TCTD must identify trip assignments that involve an extension. Contractors will be reimbursed for mileage for approved extensions based on the shortest direct route between the original client's final destination and the shared ride client's final destination.

This policy is consistent with the provisions of Oregon Administrative Rules 410-136-3220, which govern payments to third-party NEMT contractors.

This policy is also consistent with the terms of the Blanket Purchase Agreement (BPA) governing performance of NEMT services through NWR by TCTD and each of its contractors:

- 2.1 Contractor shall accept and perform rides as assigned by NWR.
- 2.2 Contractor shall not make any changes to the rides as authorized by NWR including, but not limited to, any changes resulting in (1) combined or shared rides, (2) indirect routes of any kind, or (3) alternate pick-up or drop-off locations. If a change is needed Contractor must receive prior approval for such change from NWR. Trips not provided as authorized shall not be reimbursed.
- 2.3 Reimbursement will be made for the route and mileage selected from point of origin to the destination by Ecolane.
- 2.4 Reimbursement is based on the condition that the NEMT service was provided as authorized by NWR, including shared ride status, escort requirements, assigned pick-up and drop-off locations, and any other directions provided by NWR with the trip assignment.
- 2.5 No payment will be made for duplicate mileage. When two NEMT clients are transported at the same time, only one mileage charge will be allowed.
- 2.6 Shared NEMT ride rates shall be no more than half the base rate for each mode of transportation in accordance with OAR 410-136-3220.

3. **Submission Requirements:**

In order to be reimbursed for any trips, the following information must be included in the billing:

- 3.1.1 Trip authorization number;
- 3.1.2 Client name;
- 3.1.3 Mode of transportation, i.e., sedan, wheelchair vehicle, stretcher, secured, etc.
- 3.1.4 Date and time of transport;
- 3.1.5 Pick-up and drop off locations;
- 3.1.6 Scheduled time of pickup;
- 3.1.7 Actual time of pickup;

- 3.1.8 Actual time of drop-off;
- 3.1.9 Trip charge;
- 3.1.10 Trip mileage;
- 3.1.11 Driver name;
- 3.1.12 Vehicle number or other identification.

**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

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.

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

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 Services (NEMT)	School Based Health Service
Nursing Facility	Service Agreement
Out-of-State Providers	Subrogation
Overpayment	Termination
Overuse	Third Party Liability (TPL), Third Party 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

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.

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

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-

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.

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 30th 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

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 15th 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, data disclosure liability, 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.

- (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

1161

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

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 Hand 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

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).

- 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.

- 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.

- 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

DocuSigned by:
By: Mimi Haley
204F439ED7614AB

Title: Executive Director

Date: 1/27/2021

BUSINESS ASSOCIATE

**TILLAMOOK COUNTY
TRANSPORTATION DISTRICT**

By: Douglas Pilant

Title: General Manager

Date: 11-27-20

Rider's Guide v121820c

503-861-0657 or toll-free 888-793-0439

nworegontransit.org/nw-rides

Table of Contents

Contact information & office hours

Program overview

Public transportation

Mileage reimbursement

Vehicle-provided rides

Pharmacy stops

Out of area

Emergencies

Driver screening

Adverse weather plan

Your rights & responsibilities

Grievances, feedback & denials

Member confidentiality

Language & format support

Contact information & office hours

Contact information

Phone: 503-861-0657

Toll-free: 888-793-0439

TTY: 711

Office hours and holidays

Office hours are 8 a.m. to 5 p.m. Monday through Friday, except holidays. During those hours you can go through intake, file grievances and arrange your transportation needs. Anything outside of that time is considered after hours.

Customer Service representatives are available regardless of the time, day or holidays. While our primary call center is open on weekdays from 8 a.m. to 5 p.m., our afterhours team is available outside of those hours for your transportation needs. After hours, you can schedule an urgent same-day ride or check on existing rides. Transportation that was scheduled previously will not be affected by our office hours or holidays. You can schedule transportation for any day or time you need, but please call during our regular business hours to schedule.

Program overview

NW Rides provides a free non-emergent medical transportation (NEMT) service for eligible Columbia Pacific CCO members going to covered health care visits. This includes traveling to the doctor, dentist, physical therapy, counseling and more. We serve members who live in Clatsop, Columbia and Tillamook counties.

NW Rides offers three ways to help you get to your health care appointments:

- **Public transit:** NW Rides is a part of the Tillamook County Transportation District. As a part of your public transit option, our buses serve much of Tillamook County and the surrounding areas. TCTD is also part of an alliance of transit agencies across northwest Oregon, NW Connector, that connects and coordinates to meet your transportation needs in Tillamook, Clatsop and Columbia counties.

NW Rides can offer any type of pass including single ride, day and monthly passes available through any transit district that's part of the NW Connector alliance. Please call us to find out more and how to qualify for a monthly pass to get to your health care appointments.

- **Reimbursement:** We pay a per-mile rate for mileage to and from health care visits. You can drive yourself, or someone else can drive you. In some cases, we pay stipends for meals and lodging when your health care needs take you outside of Clatsop, Columbia and Tillamook counties.

- **Vehicle-provided rides:** We can schedule a ride in the type of vehicle that's appropriate to your needs and mobility-aid requirements. The NW Rides program is a benefit available for Columbia Pacific CCO members. There is no cost to you to use it. Customer Service representatives are available 8 a.m. to 5 p.m. Monday through Friday to help you schedule your non-urgent transportation.

What to expect when you call

When you call NW Rides, you will speak with a Customer Service representative who will work with you to find the most-appropriate and least-costly mode of transportation to fit your needs. NW Rides provides all non-emergent medical transportation for Columbia Pacific CCO members. We will verify you're eligible for transportation services to and from covered or health-related services.

Customer Service will ask questions such as:

- What is your preferred method and time of contact (phone, email, fax)? We'll let you know about your transportation arrangements as soon as they are in place, and before the date of your service.
- How do you usually get to your appointments?
- Do you live near public transportation?
- Do you have access to a vehicle?
- Do you use any mobility devices?
- Will you need any extra assistance?
- What special modifications to the trip should we make based on your needs, history or circumstances?

Authorized representatives may call NW Rides on the member's behalf, and request transportation. Such representatives include community health workers, foster parents, adoptive parents and other providers delegated with this authority.

Once your needs are established, we can help you get to any covered service.

A covered service is any physical, dental or mental health visit or health care service that's included in the Oregon Health Plan (OHP) and paid for by Columbia Pacific CCO.

If you are a dual member of both Columbia Pacific CCO and Medicare, Columbia Pacific CCO will verify that you require trip assistance to a Medicaid or Medicare-covered appointment within Clatsop, Columbia and Tillamook counties, or outside the service area if nonemergent transportation services are not available within our service area and for which Columbia Pacific CCO is responsible for cost-sharing, including the transportation services.

Scheduling requests

Each time you call, we will need the following information from you:

- Your first and last name.
- Your date of birth.
- Your Member ID number.
- Date and time of the appointment.
- Full starting and drop off addresses.
- Facility name, doctor's name and doctor's phone number.
- Medical reason for the appointment.
- Whether it is a round trip or a one-way trip.

We may ask you for other information, too. We will approve or deny your transportation request within 24 hours of your contacting us. If your appointment is within 24 hours, we will let you know our decision sooner than that, so you can arrive on time for your appointment.

If we authorize your transportation at the time of your request by phone, we will notify you, when possible, of the arrangements.

Information about transportation arrangements includes, but is not limited to, the name and phone number of the transportation provider, the scheduled time and address of pick-up, and the name and address of the health care provider to whom you're seeking transport.

As a Columbia Pacific CCO member, you are not responsible for determining whether the transportation arrangements have been made.

Be aware that drivers cannot change your assigned pick-up time without prior approval from NW Rides.

Public transportation

If you can take public transportation, NW Rides can give you bus tickets or pass. (We may need to check with your health providers first to confirm your scheduled appointments.)

When you call NW Rides, we'll go over your health care appointments. Please be ready to tell us about all your upcoming appointments for covered physical, dental and mental health care.

If you have five or more appointments in a calendar month, you'll be eligible for a monthly transit pass.

On the phone, we'll ask:

- Whether you need fare for a personal care attendant, or PCA. (See more information at the end of this section about a PCA. A personal care attendant is a helper who travels with you to your appointment.)
- Your mailing address.
- Your first and last name.
- Your date of birth.
- Your Member ID number.
- Dates and times of upcoming appointments.
- Your health care providers' name, facility and phone number.
- Medical reason for each appointment.
- Whether you need round-trip fare or just one way.

We may ask other questions, too.

Local transit

There are several options for public transportation that we can provide fare for. They serve Columbia, Clatsop and Tillamook counties. Let us know the one you would use for your health care appointment.

When to call us

Please plan ahead! We want to make sure you get your bus ticket or pass in time.

It's best to contact NW Rides as soon as you know about your appointment. If we need to mail bus passes to you, contact us at least five days in advance.

You can ask us for a bus ticket or pass up to 90 days before your appointment.

Personal care attendant (PCA)

A personal care attendant can assist before, during or after your appointment. They help with things like going up and down stairs, your mobility device, language interpretation and medical monitoring.

If you need a PCA to travel with you to your appointment, tell NW Rides Customer Service when you call to ask for a bus ticket or pass.

Mileage reimbursement

If you or someone you know can drive you to your health care appointments, NW Rides can reimburse you for that mileage.

Here are the steps you must take. Note the 45-day deadline.

1. Call us at NW Rides to schedule your trip.

Whenever possible, call at least two full business days before your appointment. You may call up to 90 days before your appointment. This allows us to confirm information prior to your appointment so that we may approve the request.

2. Bring an appointment verification form to your appointment.

Ask the provider's office staff to sign it. You can get a verification form in three ways: Print it from the [NW Rides website](#), Ask us to mail you a form, Or ask us to fax the form to your provider's office.

3. Send us the fully completed form before the deadline.

We must receive the form and any required receipts within 45 days of your appointment. We will not reimburse if we receive your verification form and any required receipts more than 45 days after your visit. You can mail the form or ask your provider's office to fax it. If your provider faxes the form, they need to include a cover sheet with their facility letterhead and your appointment information.

Mailing address:

NW Rides
3600 3rd Street, Suite A
Tillamook, Oregon 97141
NW Rides fax: 503-815-2834

We will verify that you were seen and treated.

4. Or, ask your provider to write a letter. Instead of having your provider office fax an appointment verification form, your provider can fax us a letter on their professional letterhead.

The letter must include:

- Your first and last name.
- Your current mailing address.
- Your Member ID number.
- The date and time of your visit.
- The purpose of your visit.
- A signature and phone number of a provider or staff member where you were seen.

5. Get reimbursed. After we verify your appointment, we will load your mileage reimbursement onto a US Bank ReliaCard. This is a Visa prepaid debit card, offered through U.S. Bank. We will load the funds within 14 business days of receiving your completed form.

ReliaCard

The first time you request reimbursement, we will create your account and order you a US Bank ReliaCard prepaid debit card. It could take 7 to 10 business days to arrive. It will come in an unmarked envelope, and it may appear as though it is junk mail, so please watch for it.

Keep your US Bank ReliaCard safe. We will reload this same card for future reimbursements. Before you use your card, you will need to activate it. Instructions are with the card. You can use the card at any location that accepts Visa.

Reimbursement rates and card balances

Your mileage reimbursement will be loaded onto the ReliaCard at a rate of \$0.25 per mile. The balance on the card rolls over from month to month. If your ReliaCard goes six months without being used, it becomes inactive. You would have to ask us to reactivate your ReliaCard before you could access funds.

Vehicle-provided rides

If you do not have access to a vehicle and are unable to take public transportation, NW Rides can schedule vehicle-provided rides for you. We can send a sedan, wheelchair van, stretcher vehicle or non-emergent ambulance, depending on your medical needs.

A personal care attendant (PCA) can travel with you if needed.

Drivers must make their presence known to you when they arrive. They must wait for you at least 15 minutes after your scheduled pick-up time. If you are not present within those 15 minutes, drivers must notify the dispatcher before they depart from your pick-up location.

Basics of vehicle-provided rides

When you call to request a trip, we will ask some questions to make sure you are getting the right type of transportation. If we are scheduling a ride, we will ask for information such as:

- Full starting address and drop off address, including apartment, room, building, floor or suite number.
- Helpful information for the driver about your pickup location, such as the number of stairs or whether it's a gated community.
- You must notify NW Rides in advance if you are traveling with a personal care attendant or service animal.
- If you use a mobility device, we may need the measurements of the device and the type (for example: wheelchair, walker).
- The level of service you need.
- If you need a return ride, and what time you expect to need it.

Whenever possible, please call at least 48 business hours before your appointment. This advance notice helps us with the scheduling process. You can schedule rides up to 90 days before your appointment. You have the right to request a same-day or next-day ride. However,

if your request is on short notice, and demand for rides is high, NW Rides prioritizes medically urgent requests.

When you have a scheduled ride, your driver will arrive with enough time to get you to your appointment. Please be ready to go when the driver arrives, but you do not have to board the vehicle before your scheduled pickup time if you are not ready.

Here are some other timing guidelines:

- We may not require you to be at your scheduled appointment more than one hour before your appointment time.
- We will drop you off at least 15 minutes before your appointment time to prevent the drop-off from being considered late.
- We have contingency plans and back-up plans for different circumstances that can affect ride availability. This may be a time of peak demand, when demand exceeds the supply of vehicles, or when a scheduled ride is more than 20 minutes late or otherwise unavailable for service.
- Drivers are not permitted to drop you off at your appointment location more than 15 minutes before the office or other facility opens for business.
- Drivers are not permitted to drop you off at an appointment less than 15 minutes before the office or other facility closes for business.

If you are not sure what time you need to go home from your appointment, you can schedule a will call, or call return. When you are done at your appointment, call the NW Rides call center at 503-861-0657 or toll-free 888-793-0439 to arrange your ride. A driver will arrive within 60 minutes from the time you call. To avoid delays, we encourage you to schedule a pickup time whenever possible. If you need to cancel or change a ride after scheduling, please let us know as soon as possible and no later than two hours prior to your scheduled pickup time. We may not be able to accommodate last-minute changes, but we will always do our best.

Same-day and next-day requests

We ask that you call us two or more business days before your health care appointment. You have the right to request a same-day or next-day ride. However, we cannot guarantee same-day trip requests. Fulfilling a same-day trip request depends on our transportation providers' capacity and availability.

Ride delays and reassignments

At times, a transportation provider may be late or unable to pick you up due to traffic or other reasons. If your ride is late, or there is another issue, please call NW Rides. If that happens, we will reassign your trip to another provider as soon as possible. We're working with transportation providers to make sure extra vehicles are available when they're needed.

Here is how we prioritize same-day trip requests:

- If you are being discharged from the hospital.
- If a friend or family member can take you to your appointment, we can approve mileage reimbursement on a same-day basis.

- If you can use public transit, we can approve bus tickets or pass.
- If your health care provider asks you to come in the same day for a serious condition. This can include rides for lab work or other testing.
- A ride to urgent care because you are sick and your primary care provider is not available.
- A ride for pregnant members to see their pregnancy provider or go to urgent care. A sick child to see primary care provider or go to urgent care.
- If your health care provider refers you to a specialist.
- You need to pick up a medicine you need right away.

For all other reasons, please make your trip request at least two business days before your appointment. Services are available 24 hours a day, 365 days a year. You may schedule multiple trips during one phone call.

Level of service

Upon request, our drivers are able to provide different levels of service to best fit your medical needs:

- **Curb-to-curb:** Your driver will meet you at the curb of your pickup location.
- **Door-to-door:** Your driver will meet you at the door or front desk of your pickup location and escort you to the door or front desk of your drop-off location.
- **Hand-to-hand:** Your driver will meet you and a member of your care team at your pickup location, bring you all the way inside at your drop-off location, and remain with you until someone from your care team takes you the rest of the way.

Mobility devices

Whether you use a cane, walker, wheelchair or scooter, or you need stretcher transport, we can get you to your appointment.

We can provide a ride that accommodates your mobility device, but not every vehicle can accommodate every type of device. We want to send the vehicle that best fits your needs.

If you ever have a vehicle that arrives and does not match what you need, please call us immediately.

We ask that you have information regarding the type, size and any other special details about your mobility device when you call.

This can include things such as:

- Whether it folds.
- The width and length of the device.
- The combined weight of the device when occupied.
- If it has a high back or is reclining.

For stretcher transport, or if you need a wheelchair provided for the ride, we will need to know your height and weight so we can send the appropriate size.

If you use a scooter, the driver may ask if you want to transfer into a vehicle seat for your own safety, but you are not required to do so. Mobility aids such as walkers or canes must be safely stowed in the vehicle after you have been seated. The provider will help you secure your equipment if necessary. Portable oxygen tanks must be secured while being transported.

Service animals

You can bring a service animal with you during your rides. A service animal is a dog or miniature horse that is required because of a disability and that has been trained to do work or perform tasks for the benefit of the person with a disability.

When you call to schedule your ride, please let us know if you will have a service animal with you. The Customer Service representatives and drivers may ask you the following questions regarding your service animal:

- What kind of animal is it?
- Is the animal required because of a disability?
- What task has the animal been trained to perform?

Customer Service representatives and drivers can ask only those questions. You have the right to keep the details of your medical information private. You are not required to disclose any information beyond those three questions.

Seat belts

All riders must follow safety belt laws. When you call to schedule your ride, please let us know if you will need a seat belt extension. If you have a safety belt exemption card, please call us to discuss how we can best assist you. Riders using wheelchairs must use the lap and shoulder belt.

Shared rides

Rides are not guaranteed to be private and may be shared. Other members may be picked up or dropped off along the way to your destination. We ask that you always treat other passengers with respect, and not act in a way that causes a safety risk to anyone in the vehicle.

Secure transport

When a member is in a mental health crisis, the most appropriate type of transportation may be secure medical transport in a special vehicle. This means a doctor or peace officer determined that the member is in danger of harming themselves or others, or needs immediate care, custody or treatment.

When medically appropriate, one other person may go with the member, to give medicine enroute or meet legal requirements. Examples include, but are not limited to, a parent, legal guardian or escort.

NW Rides will authorize medical secure transports for OHP-covered medical services ordered by a court, except going to court or commitment hearings (unless there's no other funded transportation option) or if the member is in custody.

No-shows

A no-show happens when you do not take a scheduled ride and did not give enough notice to cancel the trip.

That includes situations such as:

- You cancel a ride less than two hours before your scheduled pickup time.
- You are not ready within 15 minutes of your scheduled pickup time.
- You turn a driver away at the door because you don't need the ride anymore or you don't wish to go with that provider.

After a certain number of no-shows, NW Rides may place a service modification on a member's profile. A service modification sets special conditions and reasonable restrictions on future rides. They can include requiring members to use a specific provider, travel with an attendant, use public transit where available and call to confirm rides before each scheduled trip.

If you feel your ride was marked a no-show by mistake, you can contact Customer Service to dispute the no-show. Your dispute will be reviewed, and the no-show removed if appropriate.

Children age 12 and under

Children age 12 and under must be accompanied by an adult during transportation. The adult traveling with the child must be their parent, stepparent, grandparent, legal guardian, Department of Human Services (DHS) employee or volunteer, Oregon Health Authority (OHA) employee or an adult 18 years or older identified in writing by the parent or legal guardian as an attendant.

The adult attendant must provide and install car seats for any children under 8 years old.

We are unable to provide car seats for you, and the driver may not help install or remove a car seat. You must take the car seat with you when you leave the vehicle, as the driver cannot keep it in the vehicle for you.

Per Oregon law:

- A child under 2 years old must sit in a rear-facing car seat.
- A child 2 years or older who weighs less than 40 pounds must sit in a car seat.
- A child who weighs more than 40 pounds must sit in a booster seat until they are 4 feet, 9 inches or 8 years old and the adult belt fits correctly.

Pharmacy stops

NW Rides can help you get to the pharmacy to pick up prescription medication as an add-on to an existing trip, either before or after your appointment.

If you need to go to the pharmacy before or after an appointment, we can provide bus fare, mileage reimbursement or a vehicle-provided ride. For vehicle-provided rides, you have the option of having the driver wait 15 minutes, or you can call when you are ready to be picked up.

If you need to go to the pharmacy only, to pick up medication right away, we may be able to help get you there. Please refer to same-day prioritization section for more information on stand-alone pharmacy trip requests.

Out of area

If you need transportation to a Columbia Pacific CCO-covered appointment that is not available within Clatsop, Columbia and Tillamook counties, we can work with you to see if we can provide transportation to that appointment.

In some cases, we may also be able to provide meal and lodging stipends based on travel times and appointment duration.

Meal stipends are \$3 per breakfast, \$3.50 per lunch and \$5.50 per dinner.

Lodging stipends are up to \$40 a night.

Anything beyond those allowances must be covered by the member, so please plan accordingly if you are approved for meal and lodging stipends.

NW Rides will get you there

We have a process for reviewing requests for travel expenses for care outside of our service area. When approved in advance, we may reimburse certain travel expenses or provide a travel stipend. As soon as you schedule a health care appointment that is out of the area, please call NW Rides to give us time to review your request. We will first check if it is medically appropriate to go outside of the service area for your care. If we approve your out-of-area appointment, we then need time to schedule the necessary pieces of your trip.

You can call up to 90 days in advance to request an out-of-area trip. You have up to 45 days after the appointment for NW Rides to receive your completed reimbursement form.

When you call to request a trip to an appointment outside of Columbia, Tillamook and Clatsop counties, we will need some information.

This will help us decide if the trip falls within our out-of-area coverage guidelines:

- Your first and last name.
- Your Member ID number.
- Your date of birth.
- Full starting and destination addresses, including apartment and suite numbers (if applicable).
- Facility name, provider's name and provider's phone number.

- Reason for the appointment.
- Date and time of the appointment.
- How long you will need to stay.
- If you will have a mobility device or attendant.
- The type of transportation you are requesting, such as vehicle transport, air travel or mileage reimbursement.
- A good call-back number.

After we review and verify the trip information, we will contact you to let you know whether your trip is approved or denied. If the trip is approved, we will provide all the details for your transportation and set you up with a Focus card for reimbursement.

Emergencies

If you experience a medical emergency, please call 911 or have someone take you to the nearest emergency room.

If you have an emergency during your ride, please notify your driver. Your driver can call 911. NW Rides does not provide emergency transportation.

Driver screening

We screen our drivers. They undergo criminal background checks and are subject to specific credentialing requirements. Transportation services are provided only in vehicles that meet certain safety and comfort standards, such as featuring safety belts, fire extinguishers and first aid kits. The vehicles are smoke-free, clean and free of debris.

Adverse weather plan

If you need critical medical care during a time of adverse weather conditions, we have a plan to serve you. Examples of critical medical care include, but are not limited to, kidney dialysis and chemotherapy infusions. Adverse weather conditions include, but are not limited to, extreme heat, extreme cold, flooding, tornado warnings, heavy snowfall and icy roads.

Your rights & responsibilities

As a NW Rides user, you have the right to:

1. Receive safe and reliable transportation services that are appropriate for your needs.
2. Ask for interpretation services when talking to Customer Service and request NW Rides materials in a language or format that meets your needs.
3. File grievances about your NW Rides experience.
4. Submit an appeal, ask for a hearing, or ask for both if you feel you have been denied a service unfairly.

As a NW Rides passenger, your responsibilities include:

1. Treating drivers and other passengers with respect.
2. Calling us as early as possible to schedule, change or cancel your transportation.
3. Using seat belts and other safety equipment as required by Oregon law.

Riders who cause a safety risk or misuse the service may receive a service modification. If this happens, we will work with you to find other options to help you get to your appointments.

Neither we nor Columbia Pacific CCO may bill you for transport to or from covered medical services, even if we denied reimbursement for the transportation service.

Grievances, feedback & denials

Grievances and feedback

A grievance is any expression of dissatisfaction and may be filed about any aspect of NW Rides' services or processes. Your authorized representative may file a grievance on your behalf. If you have an issue or a concern about any experience you have with NW Rides or your trips, you have the right to file a grievance. Grievances can be about things such as, but not limited to, being denied a service, driver or vehicle safety, the quality of service you received, whether you received the appropriate type of service or your access to services.

You can file a grievance or submit other feedback by calling NW Rides during office hours. A letter will be sent to you within five business days of your grievance. If more time is needed to investigate your grievance, an extension letter will be sent to you within 30 days.

Neither we nor Columbia Pacific CCO will preclude you from making complaints or grievances that you've made previously, or from filing or submitting, the same complaint or grievance to both us and Columbia Pacific CCO.

Denials

If you feel you have been denied service unfairly, you have the right to an appeal, a hearing or both. If you are denied a service, NW Rides will tell you verbally why the request was denied.

Before mailing a notice of adverse benefit determination to you, Columbia Pacific CCO must provide a secondary review by another employee when the initial screener denies a ride.

Within 72 hours of denial, Columbia Pacific CCO shall mail a notice of adverse benefit determination to you (the member denied the ride) and to the provider or other third-party with whom you had scheduled an appointment.

You can find more information about your rights in your Member Handbook.

You should always attempt to resolve concerns through NW Rides directly. However, if we are unable to resolve your concern, you may contact Columbia Pacific CCO Customer Service at 855-722-8206, or Oregon Medicaid Client Services toll-free at 800-273-0557.

Member confidentiality

Discussing or providing member information, except for necessary business purposes, is strictly prohibited. Your privacy is important to us. We will keep your information private as required by law.

Language & format support

If you need this guide in a different language or format, please contact us at 503-488-2822 or toll-free at 855-722-8206; TTY 711.

You can request an interpreter when you call, if needed.

NW Rides manages this benefit on behalf of your CCO, Columbia Pacific CCO. If you need to contact Columbia Pacific CCO directly, please note the following ways:

Address: 315 SW Fifth Ave, Portland, OR 97204

Phone: 503-488-2822 or toll-free 855-722-8205; TTY 711

Text message: 503-488-2886

Hours: 8 a.m. to 5 p.m. Monday through Friday; closed holidays

Online: colpachealth.org

503-488-2822 or toll-free 855-722-8206

PENDING FINAL REVIEW

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

**In the Matter of Authorizing the to)
General Manager to Execute an ODOT)
CARES Act Grant Agreement #34734)
to Expand Dial-A-Ride Services)**

RESOLUTION NO. 21-11

WHEREAS, the federal Coronavirus Aid, Relief, and Economic Security (“CARES”) Act provides emergency assistance and health care response for individuals, families, and businesses affected by the novel coronavirus, COVID-19, pandemic and provides emergency appropriations to support agency operations during the pandemic; and

WHEREAS, the CARES Act permits funds to be made available to transit agencies to maintain service and lost revenue, including the purchase of protective equipment and paid administrative leave; and

WHEREAS, Tillamook County Transportation District (“District”) applied for an Oregon Department of Transportation (ODOT) CARES Act grant application to expand general public dial-a-ride services to include riders of Veterans’ Affairs (DAV) and NW Senior Disabled Services (NWSDS) not receiving rides due to COVID-19; and

WHEREAS, the State of Oregon, acting by and through its Department of Transportation, Rail and Public Transit Division, desires to provide and the District desires to accept grant funds in an amount not to exceed \$643,760 to provide expanded dial-a-ride services throughout the region; and

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

that the Board authorizes the General Manager to execute ODOT Grant Agreement #34734 with the State of Oregon, acting by and through its Department of Transportation.

INTRODUCED AND ADOPTED this 18th day of March, 2021.

ATTEST:

By: _____
Jim Huffman, Board Chair

By: _____
Doug Pilant, General Manager

EXHIBIT A

**AGREEMENT BETWEEN THE STATE OF OREGON, ACTING BY AND THROUGH
ITS DEPARTMENT OF TRANSPORTATION, RAIL AND PUBLIC TRANSIT DIVISION
AND TILLAMOOK COUNTY TRANSPORTATION DISTRICT
AGREEMENT No. 34734**

PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Tillamook County Transportation District**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **March 1, 2021** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2023** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subcontractor Insurance

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$643,760.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$643,760.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. all procurement transactions are conducted in a manner providing full and open competition;

- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
- iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other

hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** 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, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth

on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- h. **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 State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** 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 this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of

this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Tillamook County Transportation District/State of Oregon
Agreement No. 34734

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transportation Division Administrator.

SIGNATURE PAGE TO FOLLOW

Tillamook County Transportation District,
by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Doug Pilant
3600 Third Street, Suite A
Tillamook, OR 97141-0188
1 (503) 842-3115
dpilant@tillamookbus.com

State Contact:

Arla Miller
555 13th Street NE
Salem, OR 97301-4179
1 (503) 949-5415
Arla.MILLER@odot.state.or.us

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 03/12/2021

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Marvin Fjordbeck by email
(printed)

Date _____ 03/13/2017

EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: CARES 5311 (NB) Tillamook County TD 34734				
<i>Provide relief from expenses incurred in response to the COVID-19 pandemic.</i>				
Item #1: Operating Assistance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$643,760.00	\$643,760.00	\$0.00	
Sub Total	\$643,760.00	\$643,760.00	\$0.00	
Grand Total	\$643,760.00	\$643,760.00	\$0.00	

1. BACKGROUND

The federal Coronavirus Aid, Relief, and Economic Security (CARES) Act provides emergency assistance and health care response for individuals, families, and businesses affected by the COVID-19 pandemic and provides emergency appropriations to support agency operations during the pandemic. Funds provided under the CARES Act are available for transit agencies to maintain service and lost revenue, including the purchase of protective equipment and paid administrative leave.

2. PROJECT DESCRIPTION

This Agreement provides financial support for general public transportation services in the state of Oregon to provide relief from expenses incurred in response to the COVID-19 pandemic.

3. PROJECT DELIVERABLES and EXPENSE TYPES

Funding may be used for projects to prevent, prepare for, and respond to COVID-19. Although operational expenses are the priority, all expenses normally eligible under the Federal Transit Administration (FTA) Section 5311 Formula Grants to Rural Areas Program incurred on or after January 20, 2020 are considered to be in response to economic or other conditions caused by COVID-19 and thus are eligible under this Agreement. Normally-eligible expenses include those for operating, preventive maintenance, project administration, contracted services, and capital purchases. There is no limit to the percentage of funds that may be used for any category of expense.

Specific eligible expenses under the CARES Act include operating costs to maintain service, lost revenue due to the COVID-19 public health emergency, purchase of personal protective equipment associated with response to the pandemic, administrative leave salaries for personnel, and cleaning and sanitizing equipment and supplies. Ineligible expenses under the Section 5311 program may be reimbursed if an FTA waiver is obtained. Waiver requests are managed by State and results are posted on State's website. Waivers may be implemented during the Agreement period.

Operating Expenses

In general, operating expenses are those costs necessary to operate, maintain, and manage a public transportation system. Operating expenses include such costs as driver salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies. See Chapter III of the FTA Circular 9040.1G (Formula Grants for Rural Areas) for more information on eligible operating expenses.

Recipient shall expand Dial-A-Ride services in Oregon to include riders who were left without rides due to the Oregon Department of Veterans' Affairs (DAV) and NorthWest Senior and Disabled Services (NWSDS) not providing rides due to COVID-19. Recipient shall keep the

service open to the general public, following the Oregon Health Authority guidelines of physical distancing.

4. PROJECT ACCOUNTING and MATCHING FUNDING

Generally accepted accounting principles and Recipient's own accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The contractor may use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Recipient will subtract revenue from fares, tickets, and passes, either pre-paid or post-paid, from the gross operating expense of service.

Projects completed under this Agreement will be reimbursed at 100 percent. There is no local match requirement.

If Recipient receives federal funding, directly or indirectly, from insurance proceeds, the Federal Emergency Management Agency, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or a different federal agency for any portion of a project activity funded under this Agreement, Recipient will provide written notification to State. State will then deduct that amount from this Agreement to reimburse FTA for that federal share that duplicates funding provided by FEMA, another federal agency, or an insurance company.

5. REPORTING and INVOICING REQUIREMENTS

Reimbursement requests may be submitted no more frequently than monthly. Grant Funds provided under this Agreement must be expended by the Expiration Date. The Expiration Date may be extended if local circumstances change; however, there is no guarantee of an extension.

Recipient shall track rides provided due to the expansion of Dial-A-Ride service covered under this Agreement, over and above what had been typically given. This will mean tracking veteran riders who would have normally been given a ride on the DAV van, as well as tracking rides that would have normally been given through NWSDS. Ride tracking documentation can consist of a spreadsheet detailing the number of rides, how the passenger would have travelled prior to COVID-19, and the cost of each ride.

Expenses incurred will not be reimbursed if the project's scope is changed or altered without the necessary approval and amendment by State.

EXHIBIT B
FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5311	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.509 (5311)	Total Federal Funding \$643,760.00
--	--	--	---

Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
--

EXHIBIT C

Insurance Requirements

GENERAL - SUBRECIPIENT.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

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

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous

"claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

GENERAL - RECIPIENT.

Recipient shall: i) obtain insurance specified under TYPES AND AMOUNTS (except TYPES AND AMOUNTS paragraph I applies only to Recipient's subcontractors who employ subject workers) and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force throughout the duration of this Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide Workers' Compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

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

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the Recipient's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement . The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. By executing the Agreement, Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other

federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. 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. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.



MEMORANDUM

To: Doug Pilant, Tillamook County Transportation District

From: Cristina Barone and Oren Eshel, Nelson\Nygaard

Date: March 11, 2021

Subject: Fare Analysis Project Update

The Tillamook County Transportation District (TCTD) fare analysis provides a comprehensive review of the current fare structure and policies for The Wave, analyzed fare scenarios, and provides fare structure and policy recommendations. TCTD is interested in making changes to fare and/or service policies effective Summer 2021, coordinated with its launch of the Ecolane Deviated Fixed-Route module.








The fare analysis includes a review of:

- Existing fare policies
- Relevant fare-related best practices
- Potential impact to ridership and revenue of modeled fare scenarios
- Fare and policy recommendations

Fare recommendations incorporate results from reviewing national best practices, evaluation of fare scenarios, refining concepts with agency staff, and input from the public and stakeholders.

PROJECT GOALS

Specific goals and objectives for the fare study are summarized as follows:

-  Simplify and streamline fare structure
-  Coordination and seamless integration with other providers
-  Increase ridership while balancing fare revenue
-  Establish performance metrics, including average subsidy per trip and farebox recovery
-  Evaluate alternatives to in-county multi-zone fare structure
-  Explore new fare media, including mobile and electronic ticketing
-  Educate operators, board, and public on fares and fare policies

EXISTING CONDITIONS ASSESSMENT

This analysis reviews existing fare structure and policies for TCTD, as well as summarizes revenue trends, fare media usage, other regional fare policies and practices, and rider demographics to determine opportunities for modifications to fare policies and structure. For reference, Figure 1 illustrates existing services and fare zones.

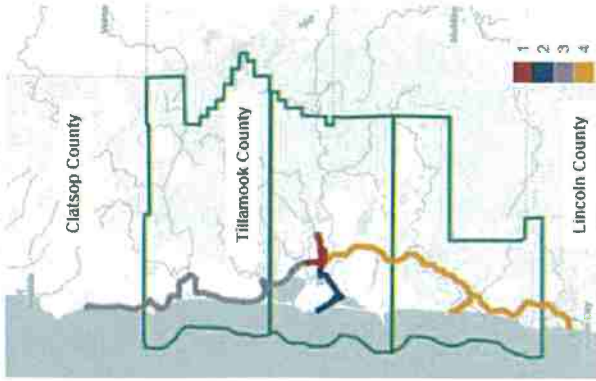
Analysis findings are included in **Appendix A**.

Select opportunities to improve the fare structure include the following:

- Discount policies and age thresholds can be simplified and made consistent across all routes
- Inconsistent zone boundaries across services may be confusing for riders
- Potential opportunity to better market visitor pass for passengers using transit along the coast
 - 3 and 7-Day Visitor passes have low usage compared to Route 5 ridership
- Offer more ways to purchase fare products, including online or mobile ticket options
- Consider intercounty and additional interagency pass options
- Consider potential for fare reciprocity among partner providers
- Some peer agencies offer additional pass and discount options
- Most local services at peer agencies are a flat fare
- Streamlining passenger information can make the fare structure more understandable for riders

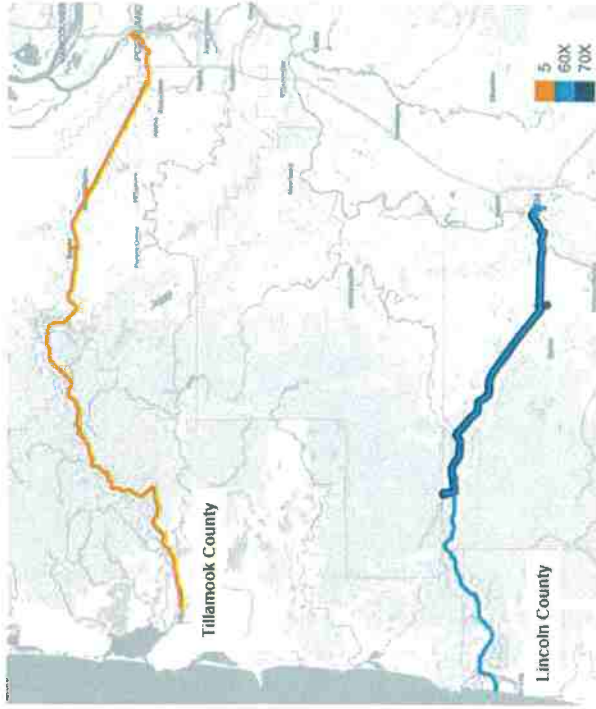
Figure 1 Existing Fare Zones and Services

**Deviated Fixed-Route
(Route 1, 2, 3, 4)**



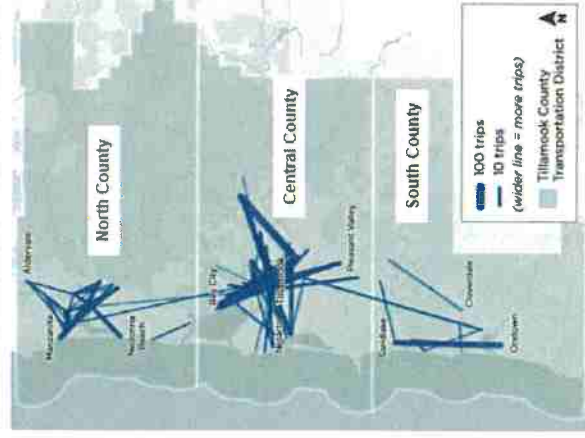
- Zone-based fares
- Deviations allowed

**Intercity Fixed-Route
(Route 5, 60X, 70X)**



- Zone-based fares
- Long-distance, limited stops

**Dial-a-Ride
(North, Central, and South County)**



- Reserved in advance
- Trips only within each zone (except medical)

STAKEHOLDER FOCUS GROUPS: EXISTING CONDITIONS (FALL 2020)

Two focus group meetings (10 people) were held on September 15 and 16, 2020 to obtain input from TCTD stakeholders on topics related to the fare study, including the zone structure, fare media, and discounts. The discussion included general feedback on TCTD's existing services and opportunities for the District. Focus group participants included members representing the following agencies:

- Tillamook County Community Action Resource Enterprises
- Tides of Change
- Tillamook County Veterans Services
- Oregon Health Authority VISTA
- Rinehart Clinic
- Marie Mills Center
- Northwest Senior and Disability Services
- ODOT Public Transportation Division
- Columbia Pacific Coordinated Care Organization
- Lincoln County Transit

Highlights from the focus groups relevant to the fare analysis are provided in Figure 2.

FARE ANALYSIS PROJECT UPDATE
Tillamook County Transportation District

Figure 2 Summary of Fare-Related Focus Group Comments

Category	Findings
Fare zones	<ul style="list-style-type: none"> ▪ Zones are arbitrary, cutoffs are challenging (people need multiple tokens) ▪ People would be delighted to pay a little more to be able to travel outside the existing zones ▪ A mileage-based fare seems confusing and could get expensive ▪ Simplicity should be the goal
Fare media / options	<ul style="list-style-type: none"> ▪ More passes are needed; look for options to fund more passes (PUD donation program) ▪ Would be concerned about eliminating tokens/passes (some people don't use internet/smartphones) ▪ Multiple options/flexibility to pay fare are beneficial (e.g., credit card, enable buying tickets/passes electronically, change machine at transit center)
Fare policies	<ul style="list-style-type: none"> ▪ Consider modifying accompanying child policies
Discount programs	<ul style="list-style-type: none"> ▪ Consider programs like the following: <ul style="list-style-type: none"> ○ "Honored Citizens" pass (including Medicare/Medicaid and disabled veterans). ○ Low-income; ability to apply for discounted access ○ Fare capping ○ Youth pass program (through school districts and charter schools) ○ Children under 5 or 6 years ride free
Pass programs	<ul style="list-style-type: none"> ▪ Expand employer pass programs (PUD, Cheese Factory, Smoker) where employers provide bus passes
Cross-county connections	<ul style="list-style-type: none"> ▪ Fare reciprocity would be beneficial (works with pass but not one-way fare) ▪ Easier to establish on agency-by-agency basis than all at once
Free fares	<ul style="list-style-type: none"> ▪ Strong interest/support
Technology	<ul style="list-style-type: none"> ▪ Support for mobile ticketing as a convenient option for most riders (as long as other options are maintained); people are doing this for sports and other events

FARE SCENARIO EVALUATION AND RESULTS

Fare scenarios combine select concepts that can be compared against one another. These scenarios are preliminary and intended to test alternative approaches; options in some scenarios carried through to be part of the final recommendations, while others did not. This section describes the ridership and revenue impacts of seven specific scenarios.

Approach and Assumptions

The fare model developed for this project is based on existing ridership and revenue data (FY 2018) and assumptions on average fare per passenger for each fare product. This information is then used as a baseline to understand order of magnitude changes to fare revenues and ridership as a result of pricing or structural changes.

FARE ANALYSIS PROJECT UPDATE

Tillamook County Transportation District

Consumption of transit, like other goods and services, reacts to cost. Significant research over time has examined the sensitivity of transit ridership to fare increases. In transit, the standard measurement of sensitivity to fare changes means that for every 10% increase in fares, ridership will decrease by 3% (and vice-versa).

As such, elasticity factors are common in fare modeling, as they define the price sensitivity of riders to fare changes. An elastic factor suggests a larger change in ridership relative to a fare change. An inelastic factor suggests a relatively small change in ridership relative to a fare change. The model accounts for three elasticity factors:

- A relatively inelastic factor (-0.33), which is consistent with industry standards for regular fares
- A “reduced” elasticity factor (-0.21) to account for observations associated with student, elderly, and disabled patrons

Using these elasticity factors, ridership changes (on a fare product basis) are determined from the proposed fare increase or decrease. A new average fare for each fare product is also calculated from the percentage change in the fare product price. Finally, multiplying the new ridership estimate by the new average fare produces a revenue estimate for that fare product.

It should be cautioned that any estimation model is an approximation based on a set of assumptions and is highly dependent on accurate data inputs to ensure quality outputs. The fare model bases ridership and revenue changes strictly on price variation. Qualitative factors such as customer simplicity or other factors are not considered here but are certainly factors in reality that influence ridership and revenue levels. Based on the perceived simplicity gains, it is likely that ridership benefits in each alternative are understated. As a result, the findings from this analysis are simply estimates but offer a valuable means to compare different alternatives against one another.

Fare Scenarios

Seven different scenarios for fare structure and pricing changes were developed to evaluate potential impacts to TCTD ridership and revenue. Fare scenarios are listed below and compared to project goals in Figure 3.

- **Scenario 1** – Focus on Simplicity: Implement Flat Fare
 - 1A: Including Route 5
 - 1B: Not including Route 5
- **Scenario 2** – Focus on Simplicity: Implement Streamlined Zone Fare
 - 2A: Including Route 5
 - 2B: Not including Route 5
- **Scenario 3** – Focus on Increasing Ridership
- **Scenario 4** – Achieve Farebox Recovery Thresholds
 - 4A: Target 15%
 - 4B: Target 20%
- **Scenario 5** – Focus on Regional Fare Integration
- **Scenario 6** – Implement Low-Income Fare Program
- **Scenario 7** – Implement Mileage-Based Dial-a-Ride Fare

FARE ANALYSIS PROJECT UPDATE
Tillamook County Transportation District

Figure 3 Proposed Fare Scenarios for Evaluation

Proposed Fare Scenarios		Project Goals				
		Simplify and streamline fare structure	Coordination/seamless integration with other providers	Increase ridership while balancing fare revenue	Establish performance metrics, including average subsidy per trip and farebox recovery	Evaluate alternatives to in-county zone fare
1	Focus on Simplicity: Implement Flat Fare <ul style="list-style-type: none"> ▪ Emphasize simplicity by implementing a flat fare across service types ▪ Align discount policies 	✓		✓		✓
2	Focus on Simplicity: Implement Streamlined Zone Fare <ul style="list-style-type: none"> ▪ Maintain zone fares but simplify where possible ▪ Align discount policies 	✓		✓		
3	Focus on Increasing Ridership <ul style="list-style-type: none"> ▪ Modify fare structure to increase ridership 			✓		
4	Achieve Farebox Recovery Thresholds <ul style="list-style-type: none"> ▪ Modify fare structure to increase farebox recovery and achieve 15% and 20% thresholds 				✓	
5	Focus on Regional Fare Integration <ul style="list-style-type: none"> ▪ Align TCTD fares with pricing and discount practices at other NW Connector agencies, to the extent feasible 	✓	✓	✓		✓
6	Implement Low-Income Fare Program <ul style="list-style-type: none"> ▪ Implement low-income fare program at 200% of the federal poverty level 			✓		
7	Implement Mileage-Based Dial-a-Ride Fare <ul style="list-style-type: none"> ▪ Implement Dial-a-Ride fare option based on trip distance 			✓		✓

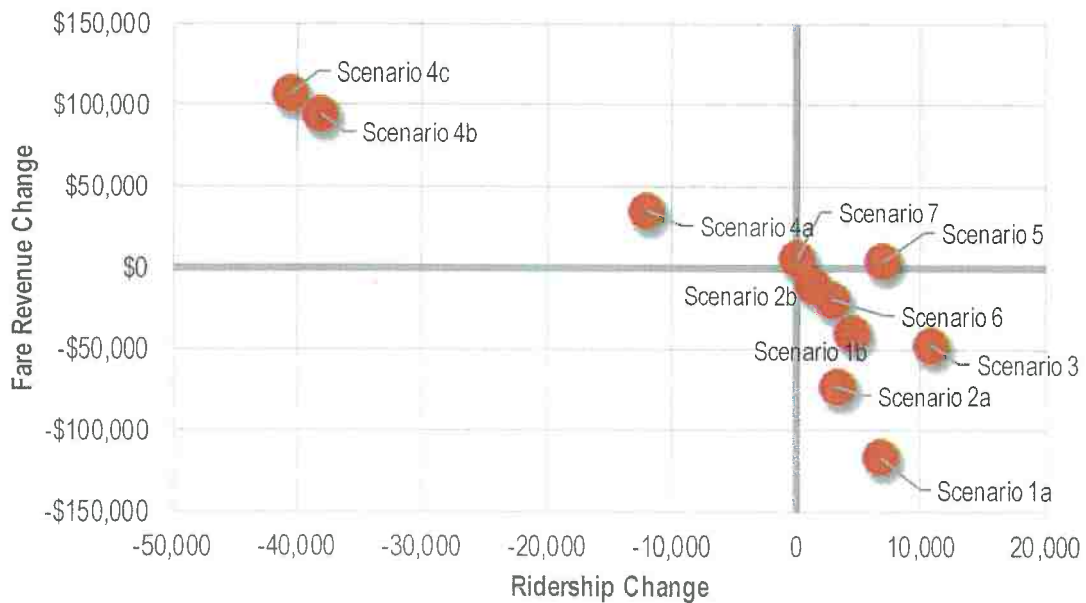
Initial Fare Scenario Results Summary

The relative ridership and revenue changes for each scenario for are shown in Figure 4 and Figure 5. The fare structure and resulting ridership and revenue impacts for each scenario are described in further detail in the remainder of this section.

Figure 4 Fare Scenario Ridership and Revenue Change

	Change in Ridership	Ridership % Change	Change in Revenue	Revenue % Change
1A. Focus on Simplicity: Implement Flat Fare (including Route 5)	7,000	5.0%	-\$117,000	-42.5%
1B. Focus on Simplicity: Implement Flat Fare (not including Route 5)	4,000	3.3%	-\$41,000	-14.8%
2A. Focus on Simplicity: Implement Streamlined Zone Fare (including Route 5)	3,000	2.4%	-\$73,000	-26.7%
2B. Focus on Simplicity: Implement Streamlined Zone Fare (not including Route 5)	1,000	0.9%	-\$11,000	-4.0%
3. Focus on Increasing Ridership	11,000	8.1%	-\$47,000	-17.3%
4A. Achieve Farebox Recovery Thresholds – 15%	-12,000	-9.0%	\$35,000	12.7%
4B. Achieve Farebox Recovery Thresholds – 20%	-38,000	-28.6%	\$94,000	34.3%
5. Focus on Regional Fare Integration	7,000	5.1%	4,000	1.4%
6. Implement Low-Income Fare Program	3,000	2.1%	-\$19,000	-7.0%
7. Implement Mileage-Based Dial-a-Ride Fare	0	0.0%	\$6,000	2.1%

Figure 5 Fare Scenario Ridership and Revenue Change (Chart)



FARE ANALYSIS PROJECT UPDATE
Tillamook County Transportation District

Scenario 1 A: Focus on Simplicity – Implement Flat Fare (including Route 5)

The goal of the flat fare scenario is to provide a simplified fare structure in which the same flat rate fare is charged regardless of service type. This scenario includes Route 5 as part of that assumption. While a flat fare would simplify the customer experience and improve a regional approach to transit, the steep financial impacts may be prohibitive for this approach. The revision of the TCTD fare structure is estimated to result in a 7,000 (5.0%) ridership gain and \$117,000 (-42.5%) revenue loss. The fare structure is provided in Figure 6.

Figure 6 Scenario 1A Fare Structure

		Full Fare	Reduced Fare
Deviated -fixed routes	Cash – Trip within one zone	\$1.50	\$0.75
	Cash – Trip across two zones	\$1.50	\$0.75
	Cash – Trip across three zones	\$1.50	\$0.75
	Tillamook Town Loop Daily Pass	\$1.50	\$0.75
	Monthly Pass	\$40	\$30
Intercity	Cash – Trip within one zone	\$1.50	\$0.75
	Cash – Trip across two zones	\$1.50	\$0.75
	Cash – Trip across three zones	\$1.50	\$0.75
	PDX one-way	\$1.50	\$0.75
	PDX round-trip	\$3	\$1.50
Dial-a- ride	Cash one zone	\$4	\$2
	Cash multi-zone	\$4	\$2

FARE ANALYSIS PROJECT UPDATE
Tillamook County Transportation District

Scenario 1B: Focus on Simplicity – Implement Flat Fare (including Route 5)

The goal of the flat fare scenario is to provide a simplified fare structure in which the same flat rate fare is charged regardless of service type. This scenario excludes Route 5 as part of that assumption, which has a significant impact on revenue compared with Scenario 1A. The revision of the TCTD fare structure is estimated to result in a 4,000 (3.3%) ridership gain and \$41,000 (-14.8%) revenue loss. The fare structure is provided in Figure 7.

Figure 7 Scenario 1B Fare Structure

		Full Fare	Reduced Fare
Deviated -fixed routes	Cash – Trip within one zone	\$1.50	\$0.75
	Cash – Trip across two zones	\$1.50	\$0.75
	Cash – Trip across three zones	\$1.50	\$0.75
	Tillamook Town Loop Daily Pass	\$1.50	\$0.75
	Monthly Pass	\$40	\$30
Intercity	Cash – Trip within one zone	\$1.50	\$0.75
	Cash – Trip across two zones	\$1.50	\$0.75
	Cash – Trip across three zones	\$1.50	\$0.75
	PDX one-way	\$15	\$7.50
	PDX round-trip	\$20	\$10
Dial-a- ride	Cash one zone	\$4	\$2
	Cash multi-zone	\$4	\$2

FARE ANALYSIS PROJECT UPDATE
Tillamook County Transportation District

Scenario 2A: Focus on Simplicity – Implement Streamlined Zone Fare (including Route 5)

A streamlined zone fare would simplify the regional fare structure, while allowing some services to continue charging a higher rate than local service. While a streamlined zone fare would simplify the customer experience and improve a regional approach to transit, the steep financial impacts may be prohibitive for this approach. The revision of the TCTD fare structure is estimated to result in a 3,000 (2.4%) ridership gain and \$73,000 (-26.7%) revenue loss. The fare structure is provided in Figure 8.

Figure 8 Scenario 2A Fare Structure

		Full Fare	Reduced Fare
Deviated -fixed routes	Cash – Trip within one zone	\$1.50	\$0.75
	Cash – Trip across two zones	\$1.50	\$0.75
	Cash – Trip across three zones	\$4	\$2
	Tillamook Town Loop Daily Pass	\$1.50	\$0.75
	Monthly Pass	\$40	\$30
Intercity	Cash – Trip within one zone	\$1.50	\$0.75
	Cash – Trip across two zones	\$4	\$2
	Cash – Trip across three zones	\$4	\$2
	PDX one-way	\$4	\$2
	PDX round-trip	\$4	\$2
Dial-a- ride	Cash one zone	\$4	\$2
	Cash multi-zone	\$12.50	\$12.50

FARE ANALYSIS PROJECT UPDATE
Tillamook County Transportation District

Scenario 2B: Focus on Simplicity – Implement Streamlined Zone Fare (not including Route 5)

A streamlined zone fare would simplify the regional fare structure, while allowing some services to continue charging a higher rate than local service. This scenario excludes Route 5 as part of that assumption, which has a significant impact on revenue compared with Scenario 2A. The revision of the TCTD fare structure is estimated to result in a 1,000 (0.9%) ridership gain and \$11,000 (-4.0%) revenue loss. The fare structure is provided in Figure 9.

Figure 9 Scenario 2B Fare Structure

		Full Fare	Reduced Fare
Deviated -fixed routes	Cash – Trip within one zone	\$1.50	\$0.75
	Cash – Trip across two zones	\$1.50	\$0.75
	Cash – Trip across three zones	\$4	\$2
	Tillamook Town Loop Daily Pass	\$1.50	\$0.75
	Monthly Pass	\$40	\$30
Intercity	Cash – Trip within one zone	\$1.50	\$0.75
	Cash – Trip across two zones	\$4	\$2
	Cash – Trip across three zones	\$4	\$2
	PDX one-way	\$15	\$7.50
	PDX round-trip	\$20	\$10
Dial-a- ride	Cash one zone	\$4	\$2
	Cash multi-zone	\$12.50	\$12.50

Scenario 3: Focus on Increasing Ridership

This scenario takes an iterative approach to adjusting fares until prices are such that ridership is maximized and no longer increases with subsequent decreases in fare price. This scenario also assumes that fares would not be reduced so low as to provide fare free service and that pass multipliers must remain within peer agency best practices. The revision of the TCTD fare structure is estimated to result in an 11,000 (8.1%) ridership gain and \$47,000 (-17.3%) revenue loss. The fare structure is provided in Figure 10.

Figure 10 Scenario 3 Fare Structure

		Full Fare	Reduced Fare
Deviated -fixed routes	Cash – Trip within one zone	\$1	\$0.50
	Cash – Trip across two zones	\$2.50	\$1.25
	Cash – Trip across three zones	\$4	\$2
	Tillamook Town Loop Daily Pass	\$1	\$0.50
	Monthly Pass	\$40	\$20
Intercity	Cash – Trip within one zone	\$1	\$0.50
	Cash – Trip across two zones	\$2	\$1
	Cash – Trip across three zones	\$4	\$2
	PDX one-way	\$10	\$5
	PDX round-trip	\$15	\$7.50
Dial-a- ride	Cash one zone	\$4	\$2
	Cash multi-zone	\$12.50	\$12.50

FARE ANALYSIS PROJECT UPDATE
Tillamook County Transportation District

Scenario 4A: Achieve Farebox Recovery Thresholds – 15%

Similar to Scenario 3, this scenario takes an iterative approach to adjusting fares and pass multipliers until prices are such that farebox recovery rate is maximized and no longer increases with subsequent increases in fare price. The maximized fare for this scenario was designed to achieve 15% farebox recovery. The revision of the TCTD fare structure is estimated to result in a 12,000 (-9.0%) ridership loss and \$35,000 (12.7%) revenue gain. The fare structure is provided in Figure 11.

Figure 11 Scenario 4A Fare Structure

		Full Fare	Reduced Fare
Deviated -fixed routes	Cash – Trip within one zone	\$2	\$1
	Cash – Trip across two zones	\$3.50	\$1.75
	Cash – Trip across three zones	\$5	\$2.50
	Tillamook Town Loop Daily Pass	\$2	\$1
	Monthly Pass	\$55	\$40
Intercity	Cash – Trip within one zone	\$2.50	\$1.25
	Cash – Trip across two zones	\$4	\$2
	Cash – Trip across three zones	\$7	\$3.50
	PDX one-way	\$15	\$7.50
	PDX round-trip	\$30	\$15
Dial-a- ride	Cash one zone	\$5	\$2.50
	Cash multi-zone	\$12.50	\$12.50

FARE ANALYSIS PROJECT UPDATE
Tillamook County Transportation District

Scenario 4B: Achieve Farebox Recovery Thresholds – 20%

Similar to Scenario 3, this scenario takes an iterative approach to adjusting fares and pass multipliers until prices are such that farebox recovery rate is maximized and no longer increases with subsequent increases in fare price. The maximized fare for this scenario was designed to achieve 20% farebox recovery. The revision of the TCTD fare structure is estimated to result in a 38,000 (-28.6%) ridership loss and \$94,000 (34.3%) revenue gain. The fare structure is provided in Figure 12.

Figure 12 Scenario 4B Fare Structure

		Full Fare	Reduced Fare
Deviated -fixed routes	Cash – Trip within one zone	\$2.50	\$1.25
	Cash – Trip across two zones	\$5	\$2.50
	Cash – Trip across three zones	\$8	\$4
	Tillamook Town Loop Daily Pass	\$3.50	\$1.75
	Monthly Pass	\$80	\$60
Intercity	Cash – Trip within one zone	\$2.50	\$1.25
	Cash – Trip across two zones	\$5	\$2.50
	Cash – Trip across three zones	\$8	\$4
	PDX one-way	\$25	\$12.50
	PDX round-trip	\$40	\$20
Dial-a- ride	Cash one zone	\$10	\$5
	Cash multi-zone	\$12.50	\$12.50

FARE ANALYSIS PROJECT UPDATE
Tillamook County Transportation District

Scenario 5: Focus on Regional Fare Integration

This scenario evaluated the ridership and revenue impacts of simplifying the regional fare structure by modifying TCTD fares to more closely align with Sunset Empire Transportation District's fare structure. Nearly all fare pricing was modified. The revision of the TCTD fare structure is estimated to result in a 7,000 (5.1%) ridership gain and \$4,000 (1.4%) revenue gain. The fare structure is provided in Figure 13.

Figure 13 Scenario 5 Fare Structure

		Full Fare	Reduced Fare
Deviated -fixed routes	Cash – Trip within one zone	\$1	\$0.50
	Cash – Trip across two zones	\$1	\$0.50
	Cash – Trip across three zones	\$5	\$2.50
	Tillamook Town Loop Daily Pass	\$1	\$0.50
	Monthly Pass	\$30	\$20
Intercity	Cash – Trip within one zone	\$1	\$0.50
	Cash – Trip across two zones	\$5	\$2.50
	Cash – Trip across three zones	\$8	\$4
	PDX one-way	\$15	\$7.50
	PDX round-trip	\$30	\$15
Dial-a- ride	Cash one zone	\$8	\$4
	Cash multi-zone	\$12	\$12

FARE ANALYSIS PROJECT UPDATE
Tillamook County Transportation District

Scenario 6: Implement Low-Income Fare Program

This scenario evaluated the ridership and revenue impacts of implementing a low-income fare program in the region. Offering a low-income fare category is another method for making transit a more affordable transportation option. This scenario analyzes the impacts of offering a half fare discount to eligible adults making up to 200% of the Federal Poverty Level (FPL). This scenario assumes that 35% of eligible riders would actually use the low-income fare program—the observed usage rate for the ORCA Lift low-income fare program in Seattle, WA. Offering a low-income discount program with a threshold at 200% FPL is the current industry standard (although 150% FPL is also being used). The revision of the TCTD fare structure is estimated to result in a 3,000 (2.1%) ridership gain and \$19,000 (-7.0%) revenue loss. The fare structure is provided in Figure 14.

Figure 14 Scenario 6 Fare Structure

		Full Fare	Reduced Fare/ Low Income
Deviated -fixed routes	Cash – Trip within one zone	\$1.50	\$0.75
	Cash – Trip across two zones	\$3	\$1.50
	Cash – Trip across three zones	\$4.50	\$2.25
	Tillamook Town Loop Daily Pass	\$1.50	\$0.75
	Monthly Pass	\$40	\$30
Intercity	Cash – Trip within one zone	\$1.50	\$0.75
	Cash – Trip across two zones	\$3	\$1.50
	Cash – Trip across three zones	\$6	\$3
	PDX one-way	\$15	\$7.50
	PDX round-trip	\$20	\$10
Dial-a- ride	Cash one zone	\$4	\$2
	Cash multi-zone	\$12.5	\$12.5

Scenario 7: Implement Mileage-Based Dial-a-Ride Fare

This scenario evaluated the potential ridership and revenue impacts for implementing a mileage-based fare for Dial-a-Ride service. This scenario would eliminate the existing Dial-a-Ride zones and offer a combined fixed-fare with a variable fare based on distance. This scenario takes an iterative approach to adjusting fares. The analyzed scenario assumes a fare of \$4 for the first five miles of travel, with \$1 per mile charged after that. This scenario does not have any changes associated with deviated fixed-route or intercity service. The revision of the TCTD fare structure is estimated to result in no change to ridership and a \$6,000 (2.1%) revenue gain. The fare structure is provided in Figure 15.

Figure 15 Scenario 7 Fare Structure

		Full Fare	Reduced Fare
Deviated-fixed routes		No change in current fare structure	
Intercity		No change in current fare structure	
Dial-a-ride	Cash one zone	\$4 the first 5 miles, After \$1 additional per mile	\$2 the first 5 miles, After \$0.50 additional per mile
	Cash multi-zone		

PUBLIC AND STAKEHOLDER OUTREACH: INITIAL FARE PROPOSAL (WINTER 2020)

A public survey was conducted between January 11-31, 2021 to obtain initial input on the fare proposal. There were 77 responses. On March 2, 2021 a follow up focus group meeting was held with stakeholders to solicit their feedback, particularly on proposed changes where support in the public survey was mixed or not in favor of the original proposal. Figure 21 and Figure 22 summarize the existing fare or policy, the proposed fare or policy change (as revised based on survey and/or focus group input), and key changes that were made in response to the input.

Input on Initial Fare Proposal

Key highlights include:

- **86%** of people who responded to the survey live in Tillamook County; 55% live in Central County (including 44% who live in Tillamook), 21% in North County, and 10% in South County. (See Figure 16).

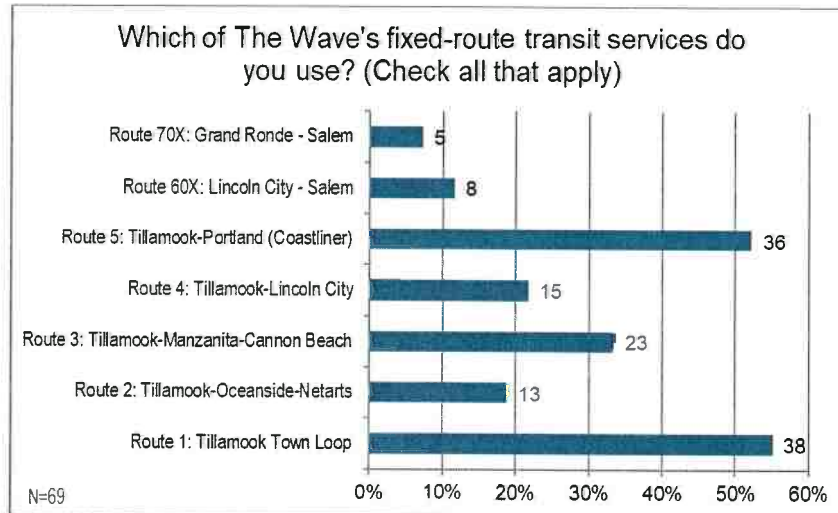
Figure 16 Survey Respondent Locations

County	City	Zip	#	%	Total %
Clatsop County	Seaside	97138	1	1%	
North Tillamook County	Manzanita	97130	1	1%	21%
	Rockaway Beach	97136	7	10%	
	Nehalem	97131	2	3%	
	Wheeler	97147	2	3%	
	Garibaldi	97118	3	4%	
Central Tillamook County	Bay City	97107	3	4%	55%
	Tillamook	97141	31	44%	
	Netarts	97143	4	6%	
	Netarts	97141	1	1%	
South Tillamook County	Neskowin	97149	1	1%	10%
	Hebo	97122	2	3%	
	Cloverdale	97112	4	6%	
Grand Ronde			1	1%	
Yamhill County			1	1%	
Marion County			1	1%	
Multnomah County			2	3%	
Clackamas County			1	1%	
Washington County			3	4%	

FARE ANALYSIS PROJECT UPDATE
Tillamook County Transportation District

- People who responded to the survey ride a broad representation of The Wave fixed-routes (see Figure 17), and Dial-A-Ride users were represented across the three Dial-A-Ride fare zones.

Figure 17 Routes Used by Survey Respondents



- **92%** of people who responded to the survey feel The Wave service is affordable.
- The following proposals received **strong support** in the survey:
 - **80%** supported making reduced fares available to lower income persons and disabled veterans, compared to **11%** did not support the change. Reduced fares for adult passengers are currently available for seniors (60+) and persons with disabilities (except Route 5). Medicare/Medicaid (Oregon Health Plan) card holders would be eligible under the proposal. A consideration discussed with stakeholders is that the Oregon Statewide Transportation Improvement Fund (STIF) includes improving service to low-income individuals (earning less than 200% of the federal poverty level) as one of its criteria; TCTD could use funds from this program to help offset the costs of reducing fares for low-income individuals.
 - **67%** supported lowering monthly pass costs from \$40 to \$30, and the reduced month pass from \$30 to \$20, compared to **14%** who did not support the change.
 - **63%** supported simplifying in-county fares by charging a \$1 single-ride flat fare (no fare zones), compared to **17%** who did not support the change
 - **59%** supported charging \$2 for deviations on Routes 1, 2, 3, and 4, compared to **23%** who did not support the change.
 - **60%** supported making fares free for children (age 0-12) and youth (age 13-18) on in-county service, compared to **17%** who did not support the change. Based on input from stakeholders (as well as best practices from other areas), drivers may request middle school and high school student ID for age verification; an alternative form of identification could be provided to youth who are home schooled or attend alternative schools that do not provide a student ID. A consideration discussed with stakeholders is that the Oregon STIF program includes improving service to students in grades 9-12 as one of its criteria; TCTD could use funds from this program to help offset the costs of providing free rides for youth.
 - **58%** supported moving to a mileage-based Dial-A-Ride fare and eliminating Dial-A-Ride fare zones, compared to **21%** who did not support the change. The base fare would not

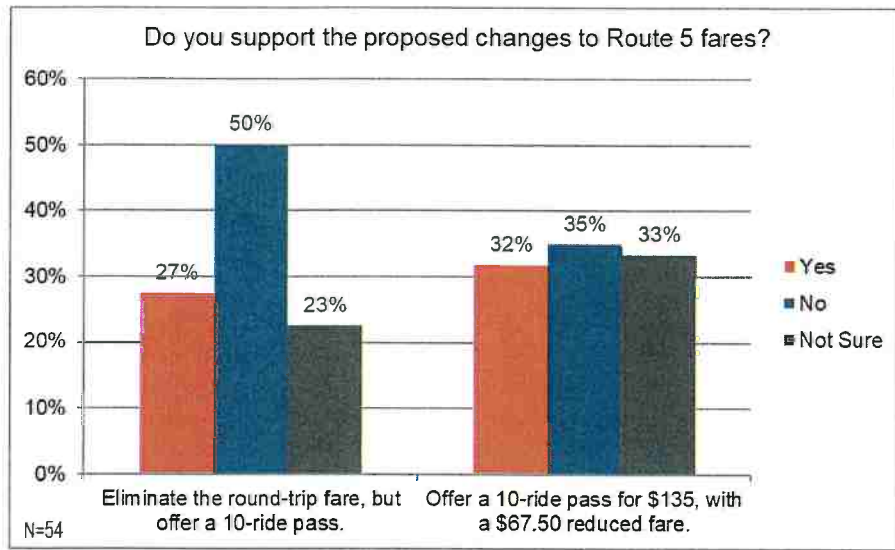
FARE ANALYSIS PROJECT UPDATE
Tillamook County Transportation District

change, but would only cover the first five miles. There would be an additional 50 cent charge per mile after the first five miles. TCTD has capabilities to let passengers find out the fare when they reserve their trip, by calling the dispatch center or using mobile or self-service online or smartphone applications.,

- For out-of-county trips on **Routes 60X and 70X** (where Grand Ronde and/or Siletz tribal members ride free, because the tribes help fund the service):
 - **70%** supported offering a \$5 flat fare, with a \$2.50 reduced fare.
 - **64%** supported offering a 10-trip pass for \$45, with a \$22.50 reduced fare.
- Proposals with more **mixed support** included:
 - **A slight majority (52%) of people responding to the survey supported including out-of-county trips to Cannon Beach (Route 3) and Lincoln City (Route 4) in the flat fare (and youth would also be able to ride to these locations for free)**, while **48%** did not support the change (a “Not Sure” option was not provide for this question). However, focus group participants strongly supported the proposal, since TCTD is part of the NW Connector Alliance that includes Clatsop and Lincoln Counties and it would keep fares simpler for riders and for bus drivers.
- The proposal that received the **least support** was **eliminating the round-trip fare on Route 5** (Tillamook-Portland). As shown in Figure 18, only **27%** supported the proposal while **50%** did not support it. The round trip fare costs \$20 compared to a \$15 one-way ticket. The initial proposal was to offer a 10-ride pass for \$13.50 each way.
 - People with lower incomes were only slightly less likely to support the change; among people who did not support the change, 50% earn less than \$25,000 per year, while among people who supported the change 40% earn less than \$25,000 per year.
 - In discussing the change with stakeholders, one concern was the potential revenue impact associated with keeping a steeply discounted round trip fare. In addition, fares on other services between the Oregon coast and Portland were reviewed and are similar to the current fare. In comparison to the 75-mile trip from Tillamook to Portland:
 - Sunset Empire Transit District charges **\$15** for the 95-mile Astoria to Portland trip on the Lower Columbia Connector route; Northwest Point charges **\$15 to \$18** for this trip (via US 26).
 - Benton County charges **\$10** for a shorter 60-mile Coast to Valley Albany-Newport service (\$7 discounted) but is planning to lower the fare to \$5.
 - The revised proposal reflected in the recommendation is to eliminate the round trip fare, but reduce cost of proposed 10-trip discount pass to \$120 (\$12 each way).
 - In addition, the discount policies for Route 5 were clarified: Children (age 0-12) ride free with an adult, youth (age 13-18) pay half-fare. No other fare discounts are offered.

FARE ANALYSIS PROJECT UPDATE
Tillamook County Transportation District

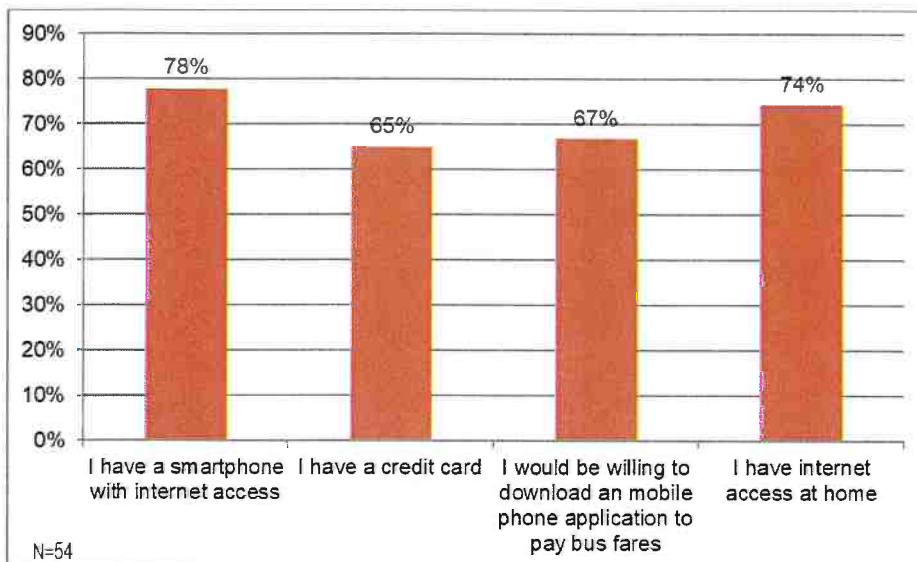
Figure 18 Survey Results for Route 5 Preliminary Fare Proposal, January 2020



Other Survey Highlights

- **Interest in mobile ticketing:** Most respondents expressed interest in mobile ticketing to pay for bus fares. All but three respondents had internet access on either their smartphone or at home. This is not a surprising result given that the survey was completed online, but may not be representative. However, there is a trend towards increasing adoption of high-speed internet access at home and smartphone in rural areas.¹ A surprising results was that 35% of people responding to the survey did not have a credit card; there was no clear correlation with income or age. Follow up surveys should ask about debit cards (which could also support mobile ticketing).

Figure 19 Survey Results: Interest in Mobile Ticketing

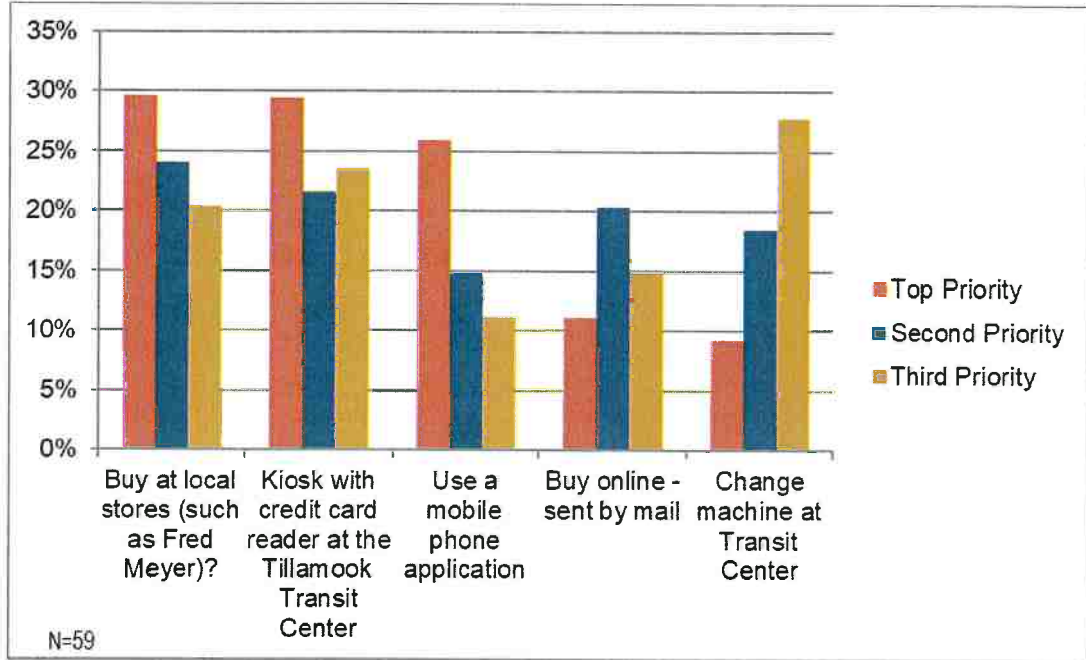


¹ <https://www.pewresearch.org/fact-tank/2019/05/31/digital-gap-between-rural-and-nonrural-america-persists/>

FARE ANALYSIS PROJECT UPDATE
Tillamook County Transportation District

- **Options to make it more convenient to pay fares:** Buying passes at local stores (e.g., Fred Meyer, Safeway), providing a kiosk with a credit card reader at the transit center, and support for mobile ticketing were the top three choices among a set of options, although a change machine at the transit center was the third choice among over a quarter of people who responded. (People were asked to rank the options.)

Figure 20 Survey Results: Options to Make Buying Fares More Convenient



FARE ANALYSIS PROJECT UPDATE
Tillamook County Transportation District

Figure 21 Existing and Proposed Fares; Summary of Public and Stakeholder Input

Service	Route	How it is today?			What is proposed (revised based on initial outreach)?			Public Survey Input	How proposal was modified?
		Fare Type	Full Fare	Reduced Fare	Fare Type	Full Fare	Reduced Fare		
Deviated Fixed-Routes	Route 1: Tillamook Town Loop	Zones 1-2-3	\$1.50 per zone (in-county zones 1-3, Lincoln City, Cannon Beach)	\$0.75 - \$1.50 - \$2.25	On-Route (Flat fare)	\$1	\$0.50	63% support flat fare overall 52% support flat fare to Cannon Beach and Lincoln City	Retained Cannon Beach and Lincoln City in flat fare after consulting with stakeholders
	Route 2: Tillamook-Oceanside - Netarts				Deviated Trips (flat fare)	\$2	-	59% support	No change
	Route 3: Tillamook-Manzanilla - Cannon Beach	Town Loop Daily Pass	\$1.50	\$0.75	Daily Pass, no deviations	\$3	-		No change
	Route 4: Tillamook-Lincoln City	Monthly pass	\$40	\$30	Monthly Pass	\$30	\$20	67% support	No change
Intercity	Route 5: 60X, 70X	In-County (one zone)	\$1.50	\$0.75	10-Trip Deviations Pass	\$20	-		No change
	Route 5: Tillamook - Portland	One-Way	\$15	N/A	In-County	\$1	\$0.50		No change
	Routes 60X: Lincoln City - Salem, 70X: Salem - Grand Ronde	Round Trip	\$20	N/A	One-Way	\$15	\$7.50 (youth only)		Reduced fare for youth only
		1-2-3 zones	\$1.50 - \$3 - \$6	\$0.75 - \$1.50 - \$3	Eliminated	\$120	-	50% do not support eliminating Only 32% support	No change, but reduced 10-trip pass cost
Dial-A-Ride		Single-Zone within county	\$4	\$2	Out-of-County	\$5	\$2.50	70% support	No change
		Multi-Zone within county	\$12.50	-	10-Ride Pass	\$45	\$22.50	64% support	No change
Visitor Pass		Connector 3/7-Day Pass	\$25/\$30	-	Mileage-based within county, base fare up to 5 miles with additional charge per mile	\$4 + 50 cents per additional mile	\$2 + 50 cents per additional mile	58% support	No change
		All Routes			Eliminated	\$25/\$30	-	-	No change

Figure 22 Existing and Proposed Discount Policies; Summary of Public and Stakeholder Input

Fare Type	Service	Route	How it is today?		What is proposed?	Public Survey and Stakeholder Input		How proposal was modified?
			Children (12 and under) free with adult Youth (13-18) free on in-county service; middle/high school student ID requested for verification; does not include deviations	Children (12 and under) free with adult Youth (13-18) half fare		60% support free child/youth fares in-county, based on comments, some people unsure about extending free fare to youth. Stakeholders strongly supportive.	80% support reduced fares for lower-income persons	
Child/Youth	Deviated Fixed-Routes	Routes 1-4 (and in-county trips on Routes 5, 60X, 70X)	First child age 0-4 free, additional children age 0-4 or children age 5-11 half fare	Children (12 and under) free with adult Youth (13-18) free on in-county service; middle/high school student ID requested for verification; does not include deviations	60% support free child/youth fares in-county, based on comments, some people unsure about extending free fare to youth. Stakeholders strongly supportive.	Retained Cannon Beach and Lincoln City in flat fare after consulting with stakeholders		
	Intercity	Route 5 Route 60X, 70X	First child age 0-5 free, additional children age 0-5, children youth age 6-18 half fare	Children (12 and under) free with adult Youth (13-18) half fare	No change	No change		
Adult	Dial-A-Ride	-	-	Seniors (60+), people with disabilities (OHP) card holders	80% support reduced fares for lower-income persons	No change		
	Deviated Fixed-Routes	Routes 1-4 (and in-county trips on Routes 5, 60X, 70X)	Seniors (60+), people with disabilities	Seniors (60+), people with disabilities plus Medicare/Medicaid (OHP) card holders	No change	No change		
	Intercity	Route 60X, 70X	No additional discounts	No additional discounts (beyond children/youth)	No change	No change		
	Dial-A-Ride	-	Seniors (60+), people with disabilities (OHP) card holders	Seniors (60+), people with disabilities plus Medicare/Medicaid (OHP) card holders	Clarified that other reduced fares don't apply	No change		

Notes: *60X: Ride free with Grand Ronde or Siletz Tribal ID; 70X: Ride free with Grand Ronde Tribal ID only; **Traveling with an adult, paying full fare

FARE STRUCTURE AND POLICY RECOMMENDATIONS

This chapter culminates the findings from the existing conditions analysis, peer review and best practices, and fare modeling effort to establish a set of fare policy, pricing, and product recommendations for TCTD. The recommendations in this section are divided into two categories:

- **Fare Structure Recommendations:** Recommendations to specific fare products offered to the riding public and pricing of those products.
- **Fare Policy Recommendations:** Recommendations related to internally-adopted policies or procedures such as fare collection.

Fare recommendations for TCTD are comprised of fare structure changes and policy recommendations. This section provides a summary of recommendations developed as part of the fare analysis. The recommended fare structure is provided in Figure 23.

Figure 23 Recommended Fare Structure

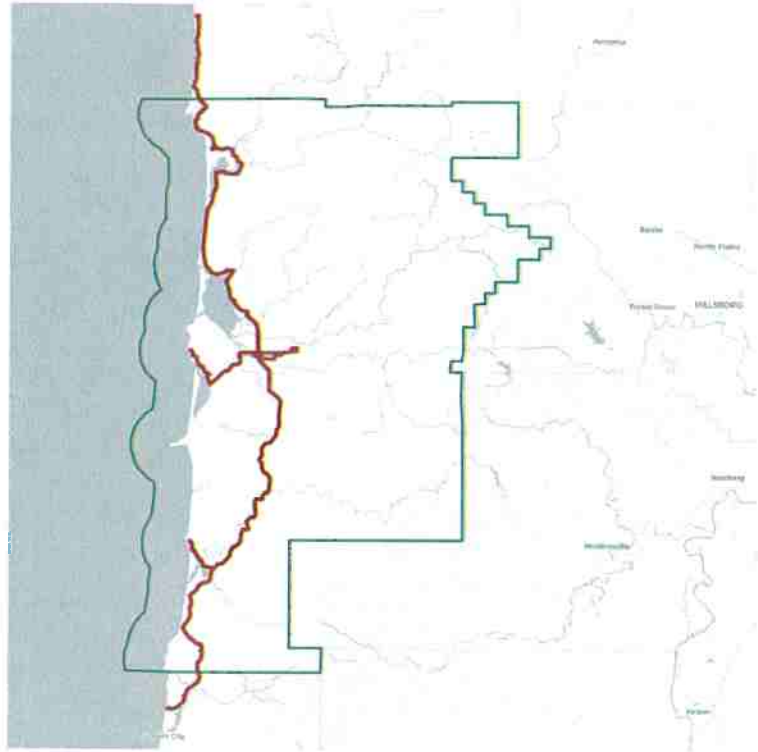
		Full Fare	Reduced Fare
Deviated-fixed routes Intercity	Flat fare (Routes 1-4)	<ul style="list-style-type: none"> • On-route trips: \$1 • Deviated trips: \$2 	<ul style="list-style-type: none"> • On-route trips: \$0.50
	Daily Pass (no deviations allowed)	\$3	N/A
	Monthly Pass (no deviations allowed)	\$30	\$20
	10-trip Deviation Pass	\$20	N/A
Intercity	Trip In-County	\$1	\$0.50
	Trip Out-of-County	<ul style="list-style-type: none"> • Route 5: \$15 • Route 60X/70X: \$5 	<ul style="list-style-type: none"> • Route 5: \$7.50 (youth only) • Route 60X/70X: \$2.50
	10-trip Intercity Pass	<ul style="list-style-type: none"> • Route 5: \$120 • Route 60X/70X: \$45 	<ul style="list-style-type: none"> • Route 5: \$60 (youth only) • Route 60X/70X: \$22.50
Dial-a-ride	Mileage-based fare within area of service	\$4 the first 5 miles, \$0.50 per additional mile	\$2 the first 5 miles, \$0.50 per additional mile

Fare Structure Summary

Deviated Fixed-Route

- Goals:
 - Simplify fare structure
 - Incentivize new ridership
 - Aligns local fare with regional peers (SETD)
- Pricing:
 - \$1 flat-fare for routes 1-4 (on-route trips)
 - \$3 daily pass (only on-route trips)
 - \$30 monthly pass (only on-route trips)
- Pricing - Deviations:
 - \$2 flat fare for deviated trips
 - \$20 10-trip pass for deviated trips

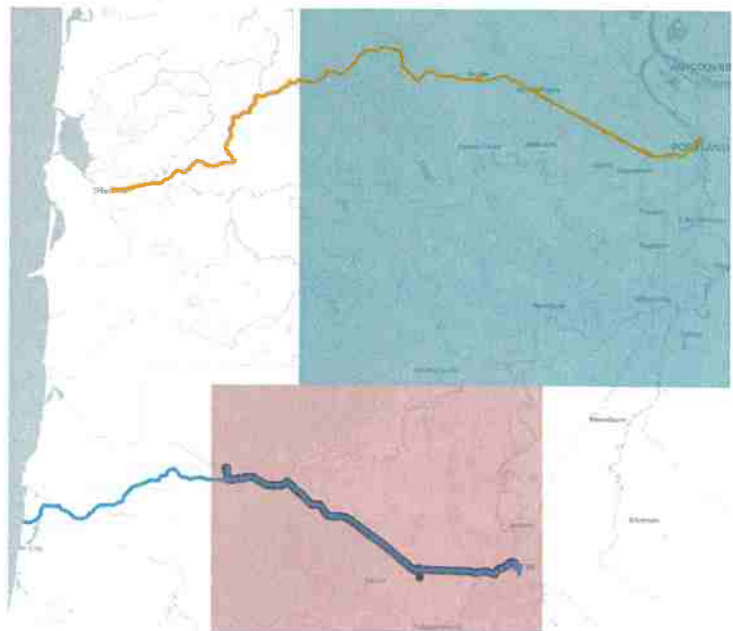
Figure 24 TCTD Deviated Fixed-Route Service



Intercity

- Goals:
 - Streamline fare structure across all intercity routes
 - Balance between revenue and ridership
 - Easy to communicate to riders
- Pricing:
 - \$1 for trips within Tillamook County
 - \$5 for trips out-of-county (Route 60x/70x)
 - \$15 for trips out-of-county (Route 5)
 - 10-trip pass available at 10%-20% discount
 - \$45 for Route 60X/70X
 - \$120 for Route 5

Figure 25 TCTD Intercity Service



FARE ANALYSIS PROJECT UPDATE
Tillamook County Transportation District

Dial-a-Ride

- Goals:
 - Balance revenue and ridership
 - Provide flexibility for longer trips while keeping most shorter trips at current cost
- Mileage-based fare
 - \$4 for all one-way trips up to 5 miles
 - Additional \$0.50 per mile after first 5 miles

Figure 26 Dial-a-Ride Proposed Fare Examples

Zone	From	To	Trip Distance	Current Fare	Recommended Fare			Change
					Base Fare	Additional Mileage	Total Fare	
North County	Manzanita	Wheeler	5 miles	\$4	\$4	\$0	\$4	0%
Central County	Cape Meares	Tillamook	8 miles	\$4	\$4	\$1.50	\$5.50	38%
North to Central County	Garibaldi	Tillamook	10 miles	\$12.50	\$4	\$2.50	\$6.50	-48%
South County	Pacific City	Beaver	12 miles	\$4	\$4	\$3.50	\$7.50	88%
South to Central County	Tierra del Mar	Tillamook	21 miles	\$12.50	\$4	\$8	\$12	-4%

Discount Policies

Deviated Fixed-Route

- Child/Youth (0-18 years): Free on in-county service
 - Does not extend to out-of-county intercity, deviations, or Dial-a-Ride
 - Middle school and high school student ID will be requested for verification
- Seniors (60+), people with disabilities, Medicare/Medicaid (OHP) card holders: half fare for single-ride and 10-trip passes; \$10 off deviated-fixed route monthly pass cost
- No discounts provided:
 - Day pass
 - Visitor pass (future policy will offer discount for youth using visitor pass)
 - Deviations

Intercity

- Route 5
 - Child/Youth: 12 and under free with an adult; 13-18 years half-fare
 - No additional discounts provided
- Route 60X/70X
 - Child/Youth: 12 and under free with an adult; 13-18 years half-fare
 - Seniors (60+), people with disabilities, Medicare/Medicaid (OHP) card holders: half fare for single-ride and 10-trip passes

Dial-a-Ride

- Child/Youth: 12 and under free with an adult; 13-18 years half-fare
- Seniors (60+), people with disabilities, Medicare/Medicaid (OHP) card holders: half of base fare
- No discount on additional per mile fare after first 5 miles

Ridership and Revenue Impacts

As discussed previously, consumption of transit—like other goods and services—reacts to cost. Significant research over time has examined the sensitivity of transit ridership to fare increases. The anticipated ridership and revenue impacts for TCTD are shown in Figure 27 and Figure 28. Fare structure recommendations are estimated to result in an annual 1,800 (1.3%) ridership gain and \$29,000 (-10.3%) revenue loss.

Figure 27 Total Ridership and Revenue Impacts of Recommended Fare Structure

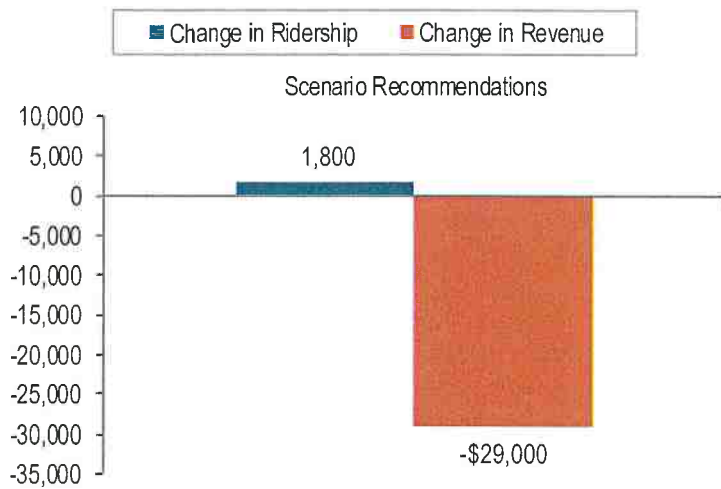
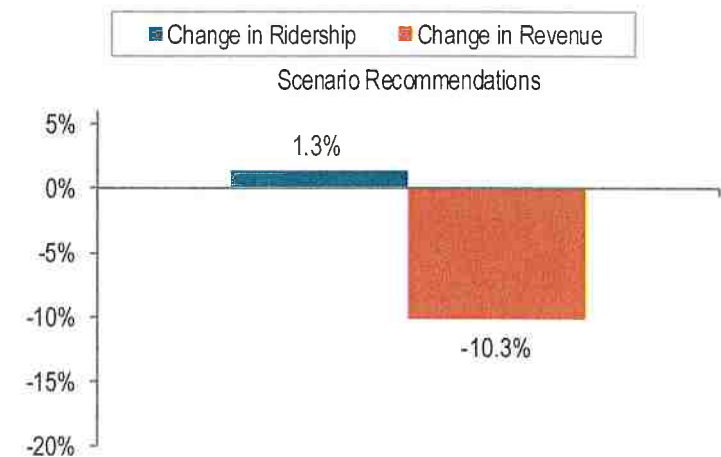


Figure 28 Percent Ridership and Revenue Impacts of Recommended Fare Structure



Policy Recommendations

In conjunction with fare structure recommendations, it is recommended that TCTD offer more ways to purchase fare products, streamline passenger materials, establish formal guidelines for fare adjustments, and continue coordination with regional providers. These policies are described in greater detail below.

Offer More Ways to Purchase Fare Products

Implement Mobile Ticketing and Online Ticket Sales

Mobile ticketing is an emerging technology option that is rapidly being adopted by transit agencies of all sizes. Mobile ticketing can make the experience of boarding and paying for transit seamless and can lower the barrier of entry for new transit users. Start-up mobile ticketing companies such as Token Transit offer a product that can be ready to launch within weeks. Select mobile ticketing benefits and drawbacks are provided in Figure 29.

The simplest form of mobile ticketing is to allow riders to use their phone as a “flash pass,” an animated ticket that is visually validated by the bus operator when they board the bus. This strategy does not require any additional hardware to be installed and can be implemented with few other hurdles. The primary drawback is that this method requires additional attention of the operator to validate fare media. It is recommended that TCTD align with regional practices for vendor selection when implementing mobile ticketing.

Additionally, online ticket sales—potentially available through the NW Connector website—would provide an additional avenue for customers to purchase fare products. This option should be considered for implementation, along with additional innovative policies such as fare capping to better serve low-income transit system customers.

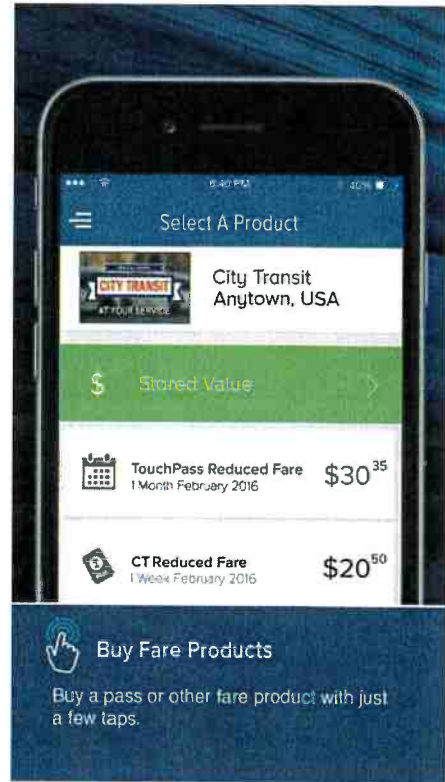


Figure 29 Mobile Ticketing Benefits and Drawbacks

Fare Media	Benefits	Drawbacks
Mobile Ticketing	<ul style="list-style-type: none"> • Customer convenience • Operational savings • Reduce delay in fare payment • Lower farebox maintenance costs • Various options for validation • Reloadable • Fare products available on phone • Can be a low-cost option • Allows for expanded options like mobile ticketing 	<ul style="list-style-type: none"> • Some customers do not own a smartphone • Requires bank account or prepaid gift card • Software development can be expensive • Requires WiFi or data plan to activate

Pursue Expanded Sales Network

There is an opportunity to formalize and expand third-party retail sales of passes by establishing pass sales agreements. It is also recommended that all pass types be made available in all locations. Improving availability of passes improves the rider experience, raises visibility of the service, and further facilitates

regional integration. An improved pass distribution sales networks could include locations such as the following:

- Transit agency customer service
- Government buildings
- Social services
- Local retail outlets, including grocery stores

Streamline Passenger Materials

TCTD's streamlined fare structure facilitates development of revised passenger materials that are more simple and easy-to-understand. The agency should pursue creation of these materials in conjunction with fare structure and policy implementation to better communicate agency practices to riders. Additionally, there is potential opportunity to better market visitor pass for passengers using transit along the coast; 3 and 7-Day Visitor passes have low usage compared to Route 5 ridership. TCTD should consider opportunities to better market fare products.

Establish Formal Guidelines for Fare Adjustments

Several factors need to be considered when raising fares, ranging from how fares are perceived by the transit-riding public, whether they are in line with peer agencies, to what is the appropriate ratio between passenger fares and operating costs. In the future, the region should consider a transparent fare increase policy that enables more regular fare increases to stay in line with inflation and other revenue related trends.

The following guidelines are provided for each agency's consideration:

- On an annual basis, the average fare, subsidy per passenger, and farebox recovery ratio should be reviewed when developing the annual operating budget. If all three ratios are declining and costs to operate the service are increasing, consider a fare adjustment.
- The local consumer price index should be monitored; if increases are greater than 5% in any given year, consider increasing fares to keep pace with inflation.
- Monitor and track use of all passes and if there is a significant drop in sales with any fare product, consider a fare adjustment for that product. Similar to underperforming routes, underperforming fare products should be evaluated for adjustments or elimination.
- For all future fare increases, pass product prices should be rounded to the nearest dollar. Single-ride prices and/or day pass products should be rounded to the nearest quarter.
- Across-the-board fare increases are simple and transparent but will often create disproportionate impacts. These types of fare increases should be avoided unless supported by evidence that the strategy meets specific goals at the time of evaluation.
- Services that offer a competitive time or comfort advantage over vehicle or transit alternatives should be priced at a higher level to differentiate the product.

These guidelines assume that service levels would remain constant. Fare increases paired with service level increases may be warranted assuming support exists for both. Fare increases paired with service cuts should be avoided when possible.

Continue Coordination with Regional Providers

The revised TCTD fare structure will enhance regional coordination by more closely aligning with peer agency practices. TCTD should continue to coordinate with regional transit providers, including Sunset

FARE ANALYSIS PROJECT UPDATE
Tillamook County Transportation District

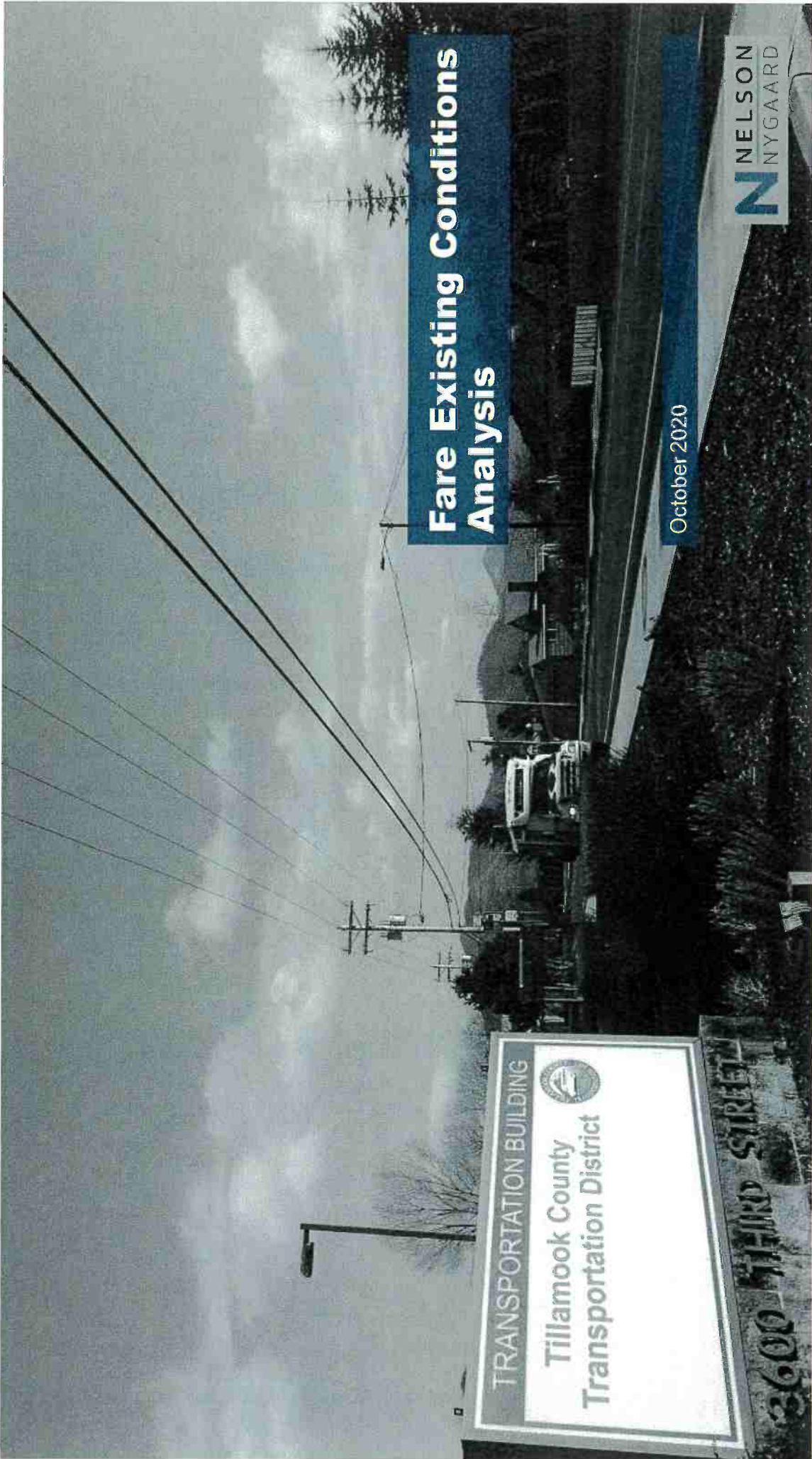
Empire Transit District, Benton Area Transit, Columbia County Rider, and Lincoln County Transit to ensure regional alignment of fare policies.

NEXT STEPS

Next steps for the project include the following:

- Provide TCTD Board briefing to obtain feedback
- Conduct public hearings
- Finalize fare structure and policy proposal

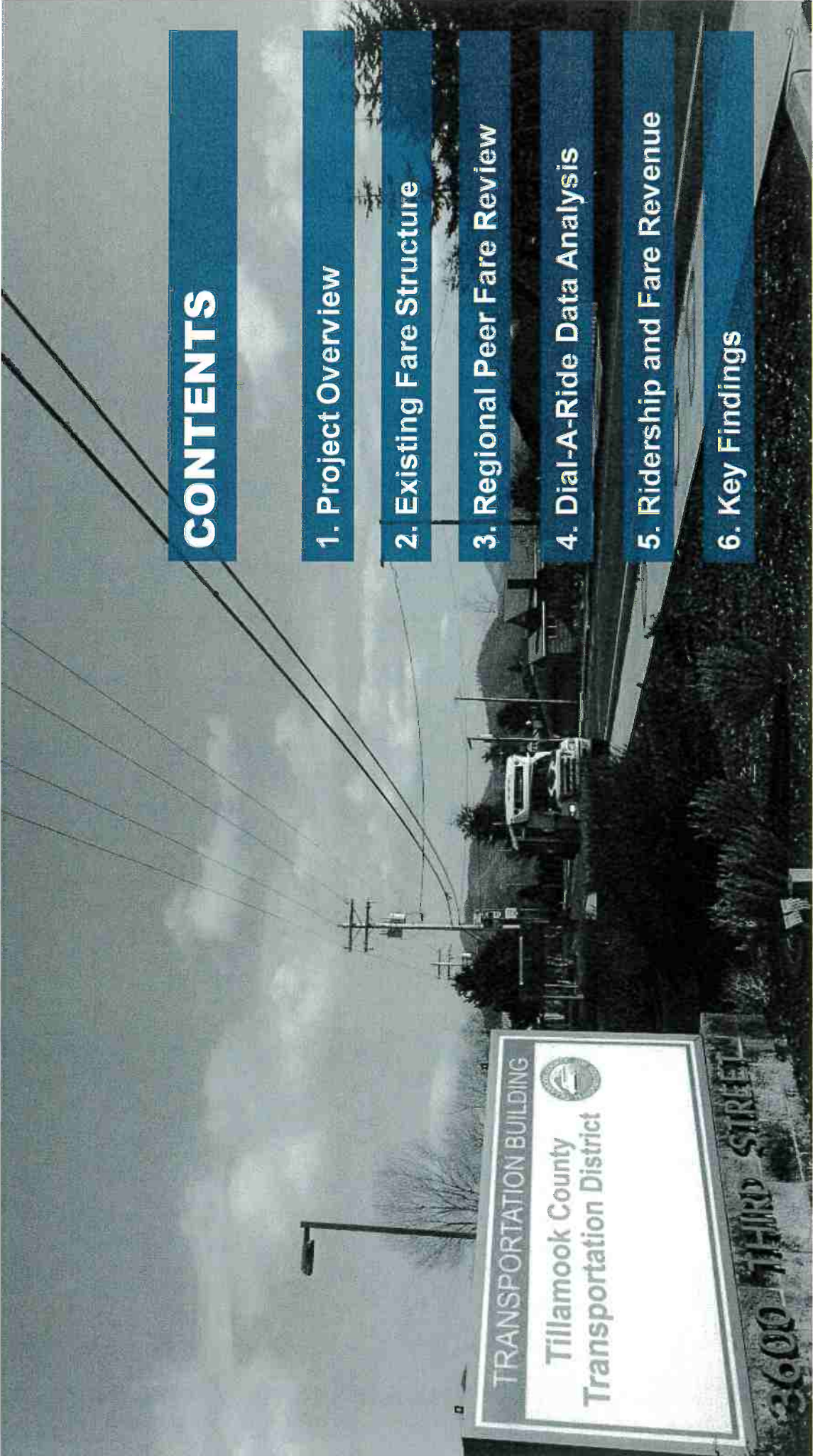
Appendix A Existing Conditions Findings



Fare Existing Conditions Analysis

October 2020

N NELSON NYGAARD



CONTENTS

1. Project Overview

2. Existing Fare Structure

3. Regional Peer Fare Review

4. Dial-A-Ride Data Analysis

5. Ridership and Fare Revenue

6. Key Findings



PROJECT OVERVIEW



PROJECT OVERVIEW

- Nelson\Nygaard assisting TCTD to evaluate fare policies and options to better align with riders' needs.
 - Existing Conditions
 - Fare Policy
 - Ecolane 2019 Analysis
 - Public and Stakeholder and Outreach
 - Develop Fare Model and Scenarios
 - Fare Policy Recommendations



FARE STUDY GOALS



Simplify and streamline fare structure



Coordination and seamless integration with other providers



Increase ridership while balancing fare revenue



Establish performance metrics, including average subsidy per trip and farebox recovery



Evaluate alternatives to in-county multi-zone fare structure



Explore new fare media, including mobile and electronic ticketing



Educate operators, board, and public on fares and fare policies



EXISTING FARE STRUCTURE



FARE ANALYSIS BASED ON EXISTING SERVICE TYPE

- Deviated fixed-route service
 - Routes 1, 2, 3, and 4
- Intercity Routes
 - Route 5, 60X, and 70X
- Dial-a-Ride
 - Central County
 - North County (Limited)
 - South County (Limited)



DEVIATED FIXED-ROUTE FARE STRUCTURE

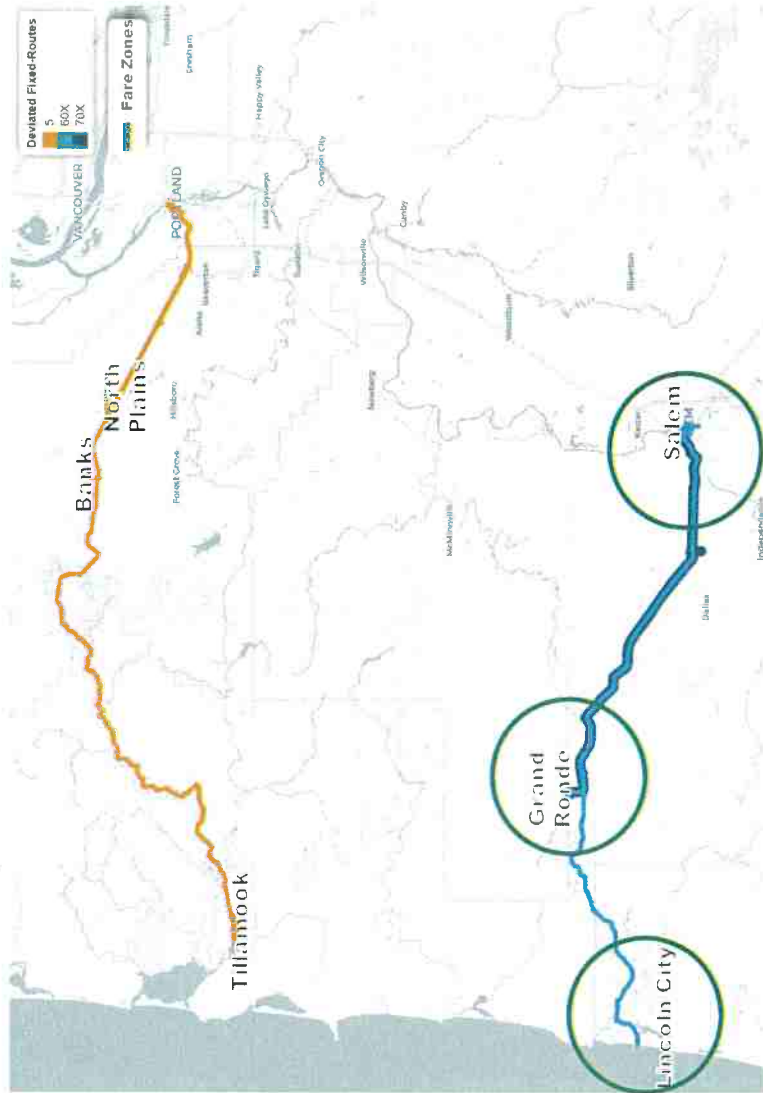
	Full Fare	Reduced Fare
Cash – Trip within one zone	\$1.50	\$0.75
Cash – Trip across two zones	\$3	\$1.50
Cash – Trip across three zones	\$4.50	\$2.25
Tillamook Town Loop Daily Pass	\$1.50	\$0.75
Monthly Pass	\$40	\$30
3-Day Visitor Pass	\$25	N/A
7-Day Visitor Pass	\$30	N/A

- **Routes 1 and 2** operate in one zone (Central County)
- Zone-based structure only applies to **Routes 3 and 4**
- Tillamook Town Loop Daily Pass allows unlimited daily use of **Route 1**
- Monthly pass allows unlimited in-county bus service (**Routes 1, 2, 3 and 4**)
- Visitor day pass - Unlimited travel for 3 or 7 days in Clatsop, Tillamook and Lincoln Counties (NW Connector System **coast routes**)
- Reduced fares applies to Seniors (60+), students and disabled
- **Pacific City Shuttle** (June 6 - Sept 7 only) provides **free** transportation to and from destinations throughout Pacific City

260

EXISTING SERVICES

Intercity routes



- Fixed route with limited stops generally 1+ miles apart

- **Route 5**
Coastliner Tillamook - Portland
- **Route 60X**
Lincoln City - Salem
- **Route 70X**
Salem - Grand Ronde

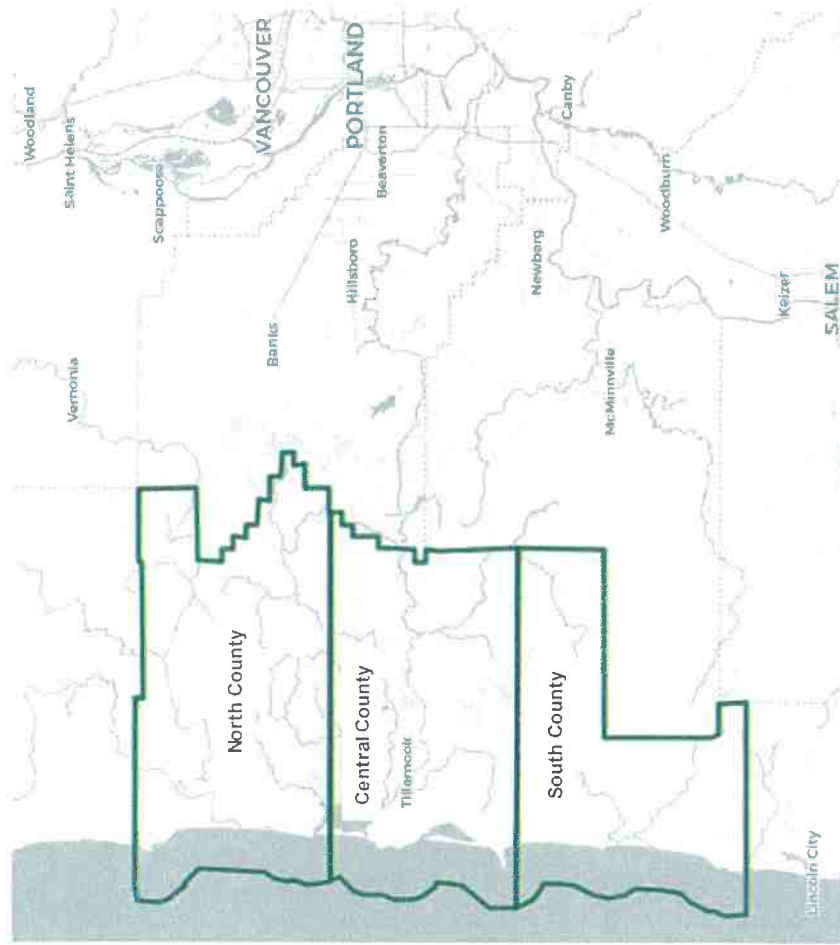
INTERCITY FARE STRUCTURE

	Full Fare	Reduced Fare
Cash – Trip within one zone	\$1.50	\$0.75
Cash – Trip across two zones	\$3	\$1.50
Cash – Trip across three zones	\$6	\$3
PDX one-way	\$15	\$7.50
PDX round-trip	\$20	\$10
3-Day Visitor Pass	\$25	N/A
7-Day Visitor Pass	\$30	N/A

- Zones based on three main cities/areas along Lincoln City-Salem corridor. Fare structure applies to **Routes 60X and 70X only**
- Visitor day pass – Allows one round trip to the coast from Portland or Salem on **Routes 5 or 60X**
- Additional subsidized fares include:
 - Ride Connection subsidizes trips between Banks/North Plains and Portland on **Route 5**
 - Grande Ronde Tribe subsidizes trips on **Routes 60X and 70X**
 - Siletz Tribe subsidizes on **Route 60X**
 - NWOTA

EXISTING SERVICES

Dial-a-Ride



- Curb-to-curb transportation
- Reserved and scheduled in advance
- Subscription or on-demand
 - **Zone 1: Central County**
Hobsonville Point (S. of Garibaldi) to Sand Lake Road (N. of Hemlock)
 - **Zone 2: North County**
Clatsop County Line to Hobsonville Point (S. of Garibaldi)
 - **Zone 3: South County**
Sand Lake Road to Lincoln County Line

DIAL-A-RIDE FARE STRUCTURE

	Full Fare	Reduced Fare
Cash one zone	\$4	\$2
Cash multi-zone	\$12.50	N/A
Helping Hands/ NW Rides	As contracted	N/A
Transfer to Deviated Fixed-Routes	\$0	N/A
10-trip Punch Pass Card	\$40	\$20

- Helping Hands reimburses TCTD for shuttle trips between the transit center in Tillamook and the Helping Hands facility at the Port of Tillamook Bay
- NW Rides provide non-emergency medical transportation (NEMT) brokerage for the Columbia Pacific CCO (CPCCO). TCTD arranges transportation rides to CPCCO members traveling to and from their Oregon Health Authority (OHA) covered medical appointments
- Helping hands and NW Rides trips are free for eligible passengers, however trips are contracted/reimbursed to cover TCTD costs

PASS MULTIPLIERS AND DISCOUNTS

Deviated Fixed-Routes

	Full Fare	Reduced Fare
Base Fare	\$1.50	\$0.75
Monthly Pass	\$40	\$30
	Multiplier 26.7	Multiplier 40.0
3-Day Visitor Pass	\$25 - \$20 = \$5	N/A
	Multiplier 3.3	N/A
7-Day Visitor Pass	\$30 - \$20 = \$10	N/A
	Multiplier 6.7	N/A

Intercity Routes (Route 5)

	Full Fare	Reduced Fare
Base PDX one-way	\$15	-
PDX round trip	\$20	-
	Discount 33%	-

- Monthly multipliers showed are calculated using one zone trips as base fare
- Visitor pass multipliers assume that the deviated fixed-route fare share is the difference between the cost of the pass and Route 5 \$20 round trip fare
 - Because visitor passes are valid for trips across two or three counties, the multipliers can be even lower than the figures in the table

265

DISCOUNT POLICIES

Varies across service types

- Child (0-5 years)*
 - First child free
 - Additional Child ½ fare
 - All routes
 - Inconsistency in combined brochure (routes 1-5) indicates 0-4 years
- Children (5-11 years)* ½ fare
 - Routes 1, 2, 3, 4 and 5
- Youth (6-18 years) ½ fare
 - Intercity routes (60X and 70X)
- Seniors (60+) and people with disabilities receive half fare on Routes 60X/70X and Dial-a-Ride service
- Seniors, students, and people with disabilities receive \$10 off monthly pass cost

* When traveling with a full fare adult

PASS DISTRIBUTION

Limited selling locations

- Monthly passes can be purchased directly on the buses or at the TCTD dispatch office located at 3600 3rd Street in Tillamook
- Visitor passes only available on buses with cash

Your Ticket
TO THE
Oregon Coast!

7-Day Pass... ONLY \$30

The NW Connector runs daily round trip buses from Portland, Salem and Corvallis. Affordable three and seven day passes with unlimited free transfers up and down the scenic coast from Astoria to Yachats.

Plan your trip at:
www.nwconnector.net
(Oh yeah... did we mention they're equipped with bike racks?)

NORTH ^{of} NORTHWEST

OXO

CONNECTOR
get on it!

PASSENGER MATERIALS

Example: children and youth discounts

- Opportunity to improve consistency in children bracket discounts across materials
- By having individual brochures, it can be easier for passengers when discounts apply (child, additional child, youth, etc.)
- Simplifying and making consistent discounts across services can avoid passenger confusion

Route 1

FARES

Town Loop Day Pass
All Day Unlimited Use \$1.50

Child Fares
First Child (0-5) Free
Additional Child (0-5) 1/2 Fare
Children (5-11) 1/2 Fare

Route 1 - 5

In-County Fares: (per Zone/one way) ... \$1.50

Zone 1: Hobsonville Point (S. of Garibaldi) to Sand Lake Road (N. of Hemlock)

Zone 2: Clatsop County Line to Hobsonville Point (S. of Garibaldi)

Zone 3: Sand Lake Rd to Lincoln County Line

Zone Cannon Beach

(Starts at Clatsop County Line)

Zone Lincoln City

(Starts at Lincoln County Line)

Tillamook Town Loop:

All Day Unlimited Use \$1.50

Tillamook/Portland:

One Way \$15.00

Round trip \$20.00

Child Fares:

0-4 years old with paying adult

First Child Free

Additional Children 1/2 Fare

5-11 years old

In-County Bus Service 1/2 Fare

Portland/Tillamook 1/2 Fare

(When traveling with a full fare adult)

Route 60X/70X

60X + 70X BUS FARES

1 zone \$1.50
2 zones \$3.00
3 zones \$6.00

Drivers accept cash only for exact fare.

Reduced Fares

First Child (0-5) Free

Additional Child (0-5) Youth (6-18) Senior (60+) Persons with disabilities 1/2 Fare

60X - ride free with Grand Ronde or Siletz Tribal ID

70X - ride free with Grand Ronde Tribe ID only



REGIONAL PEER FARE REVIEW



FARE STRUCTURE

NW CONNECTOR Partner Agencies

Agency	Local Fare	Intercity Fare	Observations
Benton Area Transit	Flat Rate \$0.75 \$0.35 Reduced	Zone-based \$1.00 to \$10.00 \$7.00 Reduced	<ul style="list-style-type: none"> Operate one local and one intercity route <ul style="list-style-type: none"> Coast to Valley Express operated in partnership with Lincoln County Transit Local route is within county limits Intercity route (Albany-Newport) divided into four fare zones Reduced fare only applicable to highest fare tier
Columbia County Rider	N/A	Zone-based \$2.00 or \$3.00 \$1.00 or 2.00 Reduced	<ul style="list-style-type: none"> Four routes, all priced the same Zones are determined by county boundaries
Lincoln County Transit	Flat Rate \$1.00	Zone-based \$1.00 to \$10.00	<ul style="list-style-type: none"> Two local route loops, four intercity routes <ul style="list-style-type: none"> Coast to Valley Express operated in partnership with Benton Area Transit Zone based intercity fares similar to TCTD
Sunset Empire Transportation District	Flat Rate \$1.00	Zone-based \$5.00 to \$15.00 (out-of-county)	<ul style="list-style-type: none"> Serves Clatsop County (Seaside, Astoria) and US 30 to Columbia County & Portland (\$15 Portland fare comparable to TCTD Rt 5) Recently transitioned from a zone-based fare structure to the current flat rate

PASSES AND DISCOUNTS

NW CONNECTOR Partner Agencies

Agency	Local Passes	Intercity Passes	Discount Policy
Benton Area Transit	Monthly pass (\$18)	<ul style="list-style-type: none"> 20-Ride Commuter Pass (\$160) This service is included in NW Connector Visitor Pass* 	<ul style="list-style-type: none"> Inconsistent discount policy on local vs intercity service <ul style="list-style-type: none"> 99 Express: Seniors (65+), people with disabilities, Medicare/Oregon Trail Card Holders, free for seniors 75 Coast to Valley Express: Seniors (60+), youth (under 12) and people with disabilities
Columbia County Rider	N/A	<ul style="list-style-type: none"> Monthly pass (\$120) This service is included in NW Connector Visitor Pass* 	<ul style="list-style-type: none"> Discounted fares for seniors, people with disabilities, students, veterans and low-income. Specific age limits not provided in passenger materials.
Lincoln County Transit	40-ride bulk tickets (\$30)	No reduced fare	<ul style="list-style-type: none"> Children 5 and under travel free
Sunset Empire Transportation District	<ul style="list-style-type: none"> Day (\$3) Monthly pass (\$30) Reduced Monthly Pass (\$20) 	<ul style="list-style-type: none"> This service is included in NW Connector Visitor Pass* 	<ul style="list-style-type: none"> Discounted fares and passes apply to seniors (60+), college students, people with disabilities, military and low-income households Students in grades K-12 ride free

* NW Connector Visitor Passes are \$25 for 3 days and \$30 for 7 days

REGIONAL PEER FARE REVIEW KEY FINDINGS

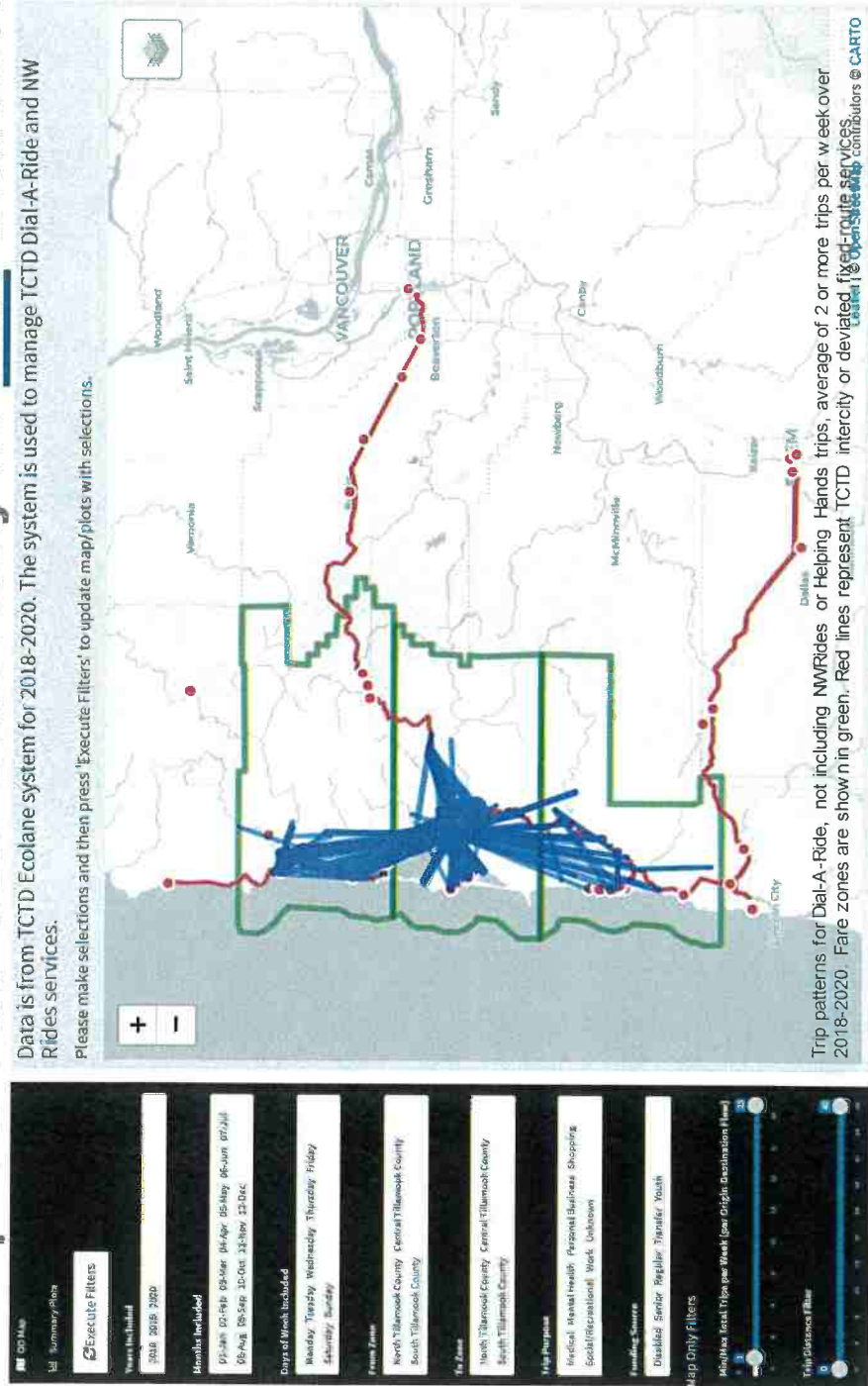
- Most intercity service is zone-based, and most local services are flat fare
- Discount policies are generally consistent across all services provided by each agency
 - Benton Area Transit is an exception
- Sunset Empire and Columbia County Rider offer discounts to low-income riders
- Benton Area Transit offers free service to seniors 75+
- Intercity routes in Benton Area Transit and Columbia County Rider offer monthly passes and bulk tickets to reduce passenger per trip cost
- TCTD could explore the implementation of:
 - A flat fare for local services (Routes 1-4)
 - A monthly pass for intercity routes
 - A discount for low-income passengers

DIAL-A-RIDE (ECOLANE) TRIP DATA ANALYSIS

ECOLANE DATA DASHBOARD

Updated Ecolane Data Analysis Tool with 2019 and 2020 data

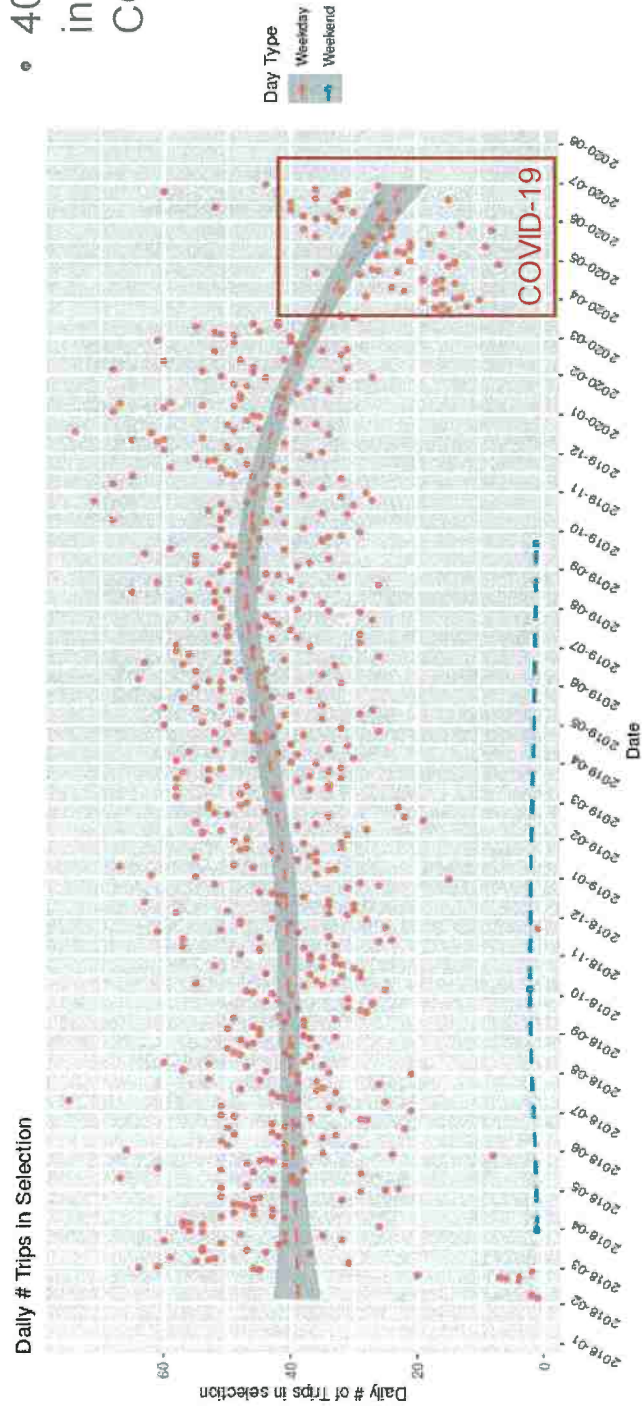
- Data will be used to model fare scenarios for Dial-A-Ride



DIAL-A-RIDE

Daily Trips, 2018-2020

- 40+ trips per day, increasing trend pre-COVID-19

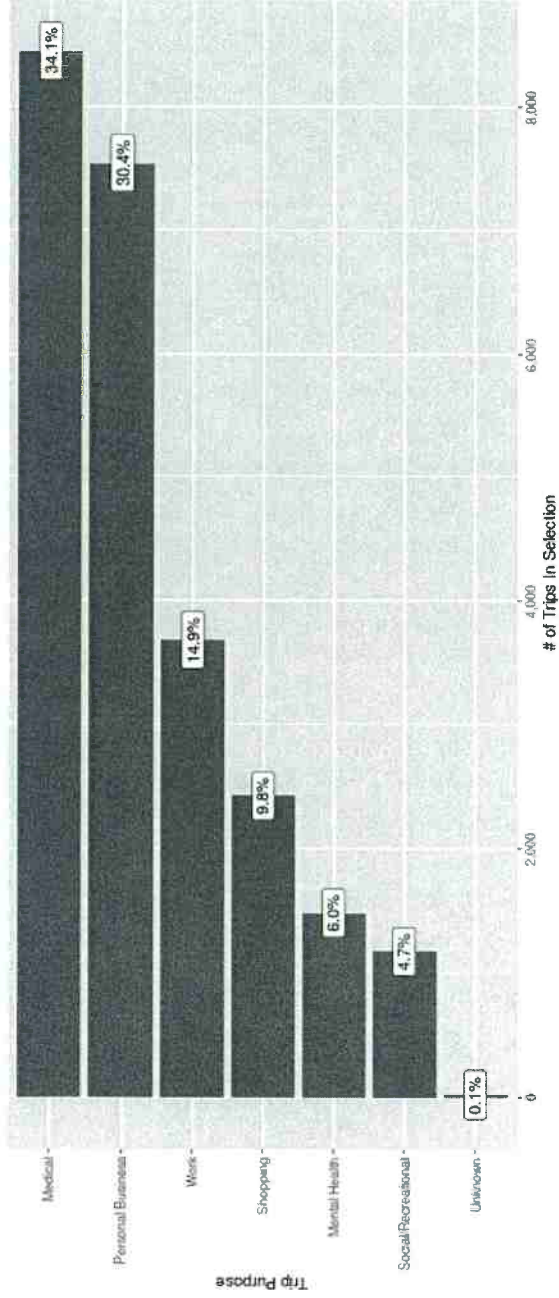


Data for Dial-A-Ride, not including NWRides or Helping Hands, 2018-2020.

DIAL-A-RIDE

Daily Trips, 2018-2020

Distribution of Trips by Trip Purpose (In selection)



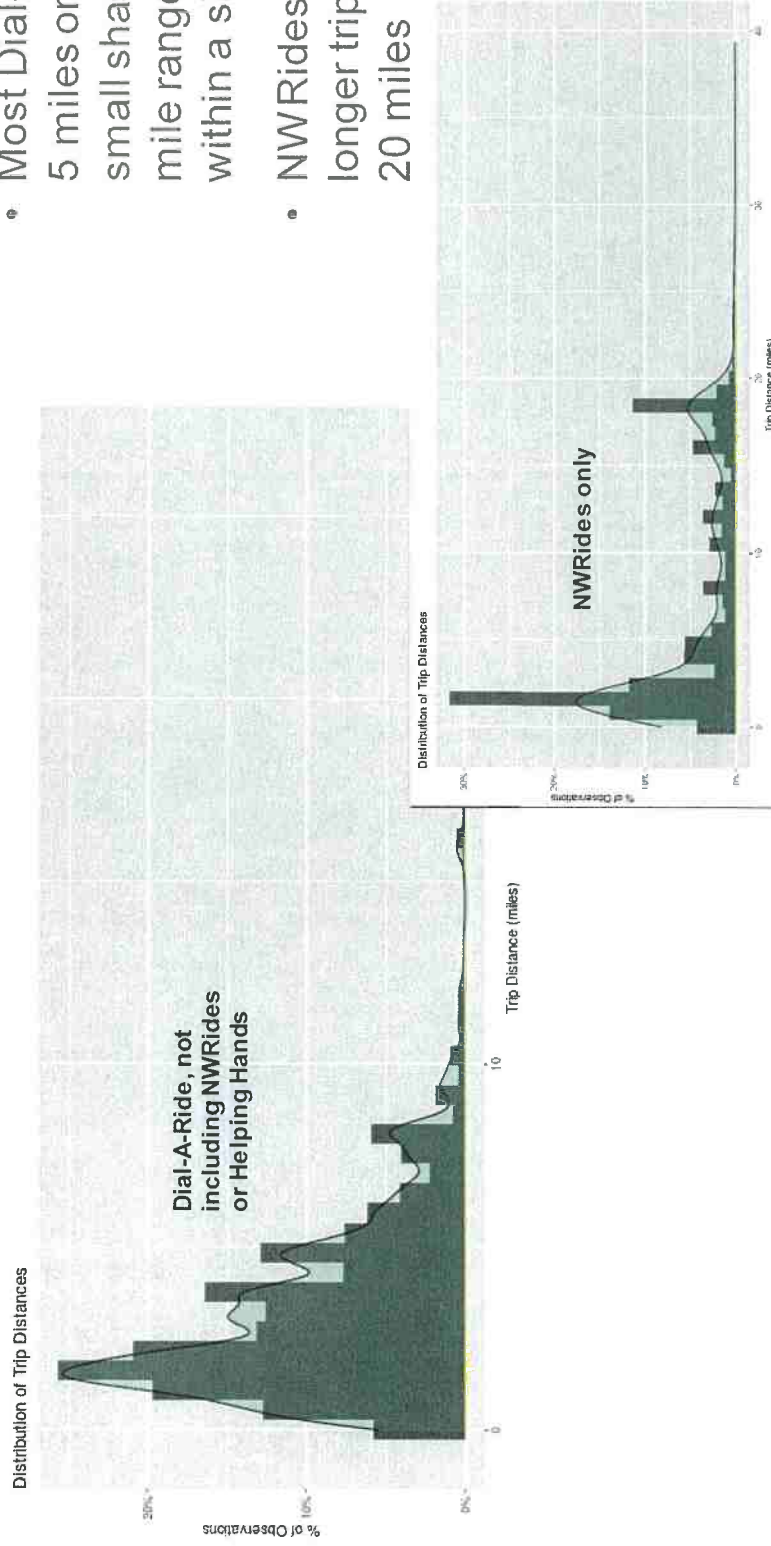
- Over a third of trips are for medical purposes

Data for Dial-A-Ride, not including NWRides or Helping Hands, 2018-2020.

DIAL-A-RIDE

Trips Distances, 2018-2020

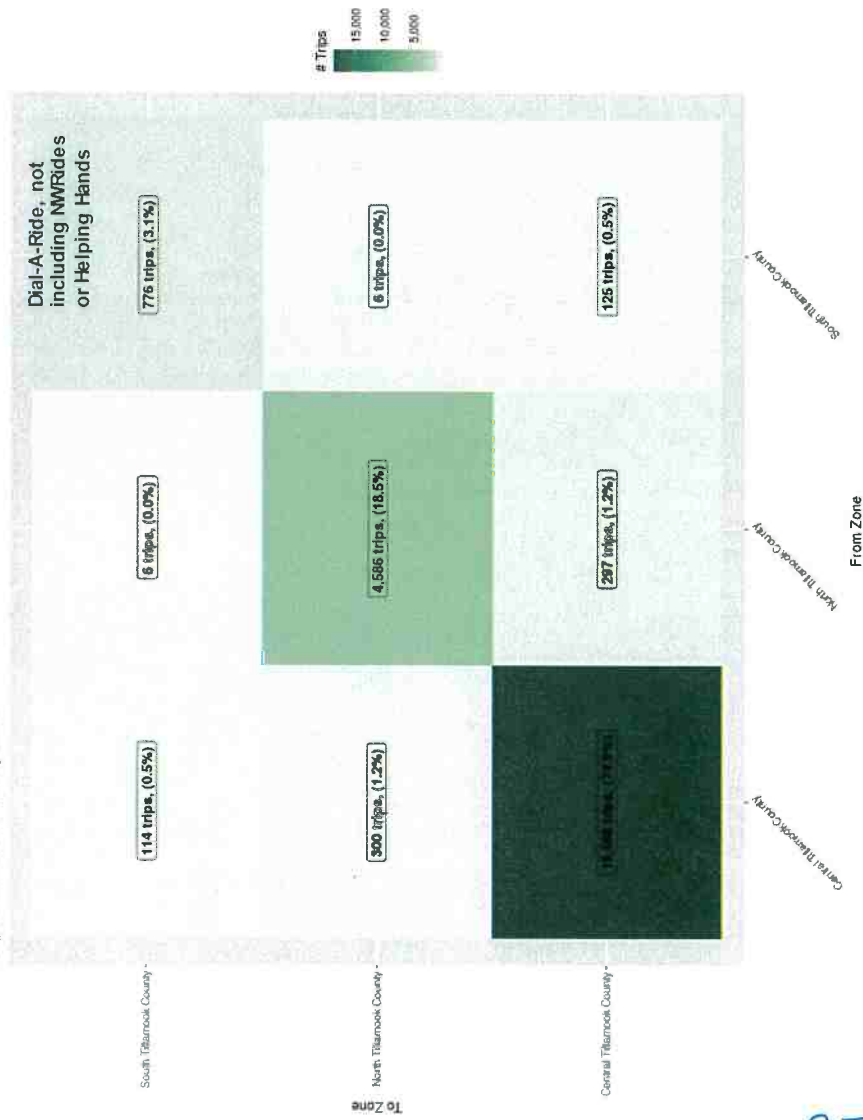
- Most Dial-A-Ride trips are 5 miles or less, with a small share in the 5-10 mile range (nearly all within a single fare zone)
- NWRides serves much longer trips, including 10-20 miles



DIAL-A-RIDE

Origin-Destination Matrix, 2018-2020 – Not including NWRides

Origin-Destination Matrix by Zone

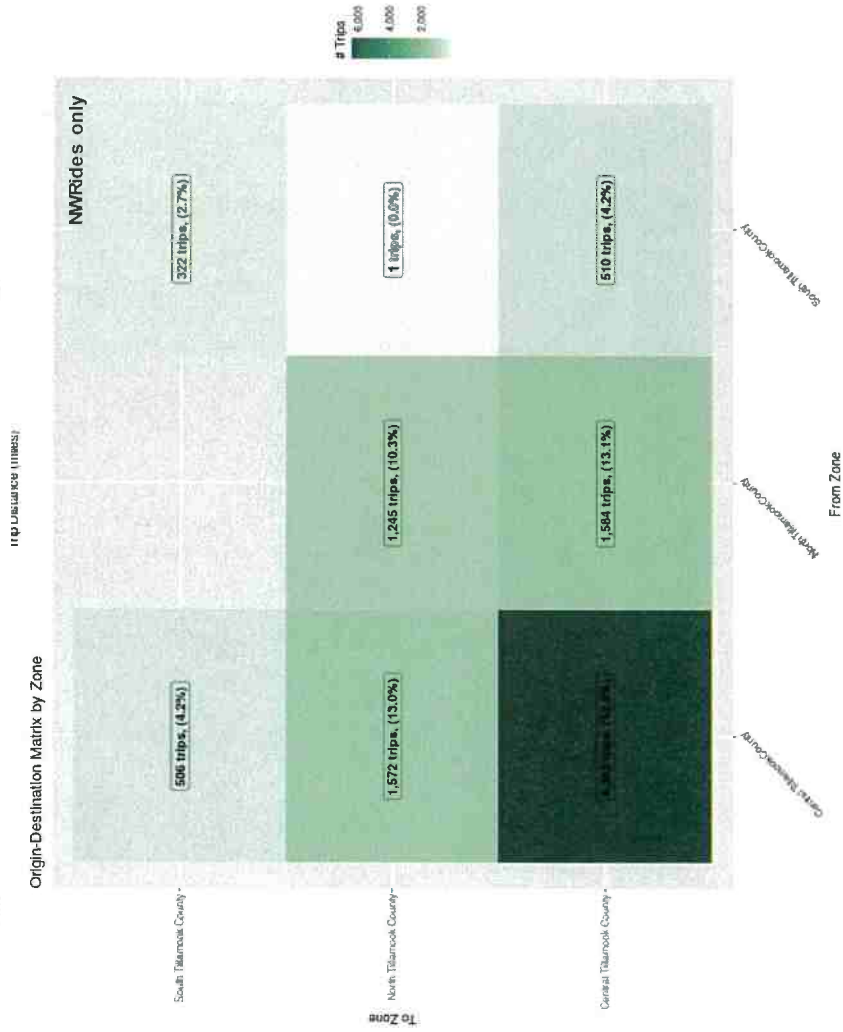


- 75% of trips are within central Tillamook County
- 19% are within North Tillamook County
- A small share of trips cross fare zones, mostly Central-North County (current service and fare structure are not designed to support countywide trips)

NWRIDES

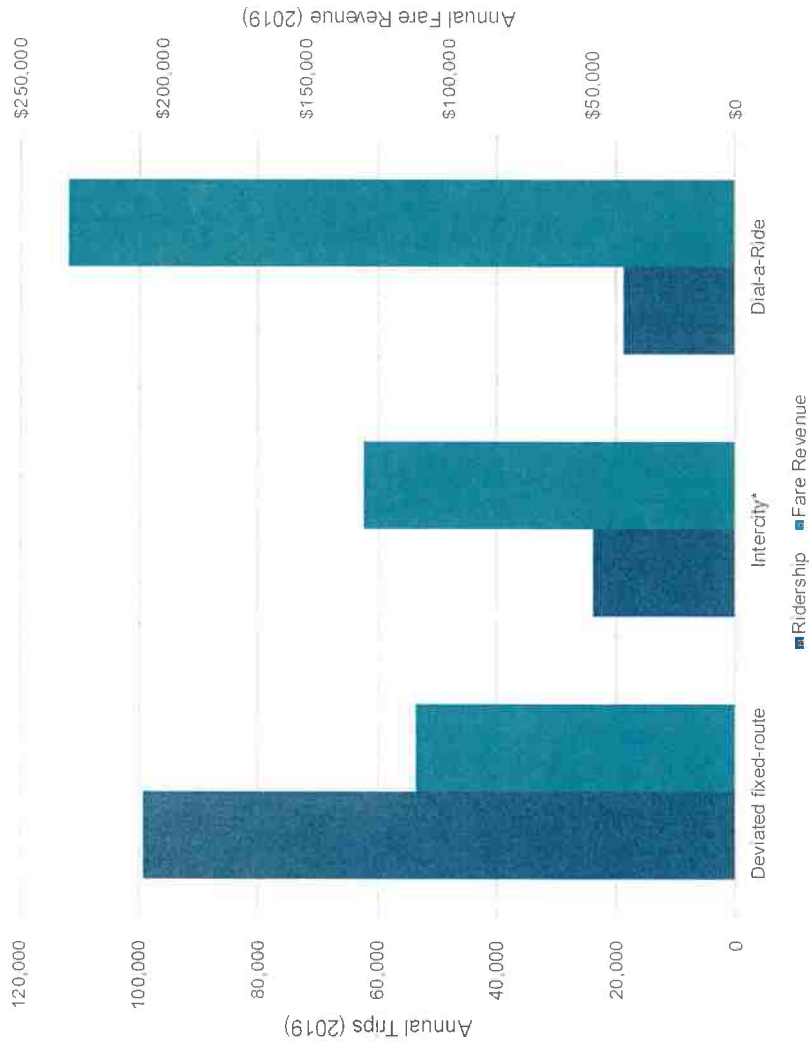
Origin-Destination Matrix, 2018-2020 - NWRides

- NWRides trips indicate travel demand patterns across fare zones
 - > 50% of NWRides trips are within central Tillamook County
 - 10% are within North Tillamook County
 - > 25% are between North and South County
 - ~3% are within South County
 - >8% are between South County and North County



RIDERSHIP AND FARE REVENUE

RIDERSHIP AND FARE REVENUE BY SERVICE TYPE

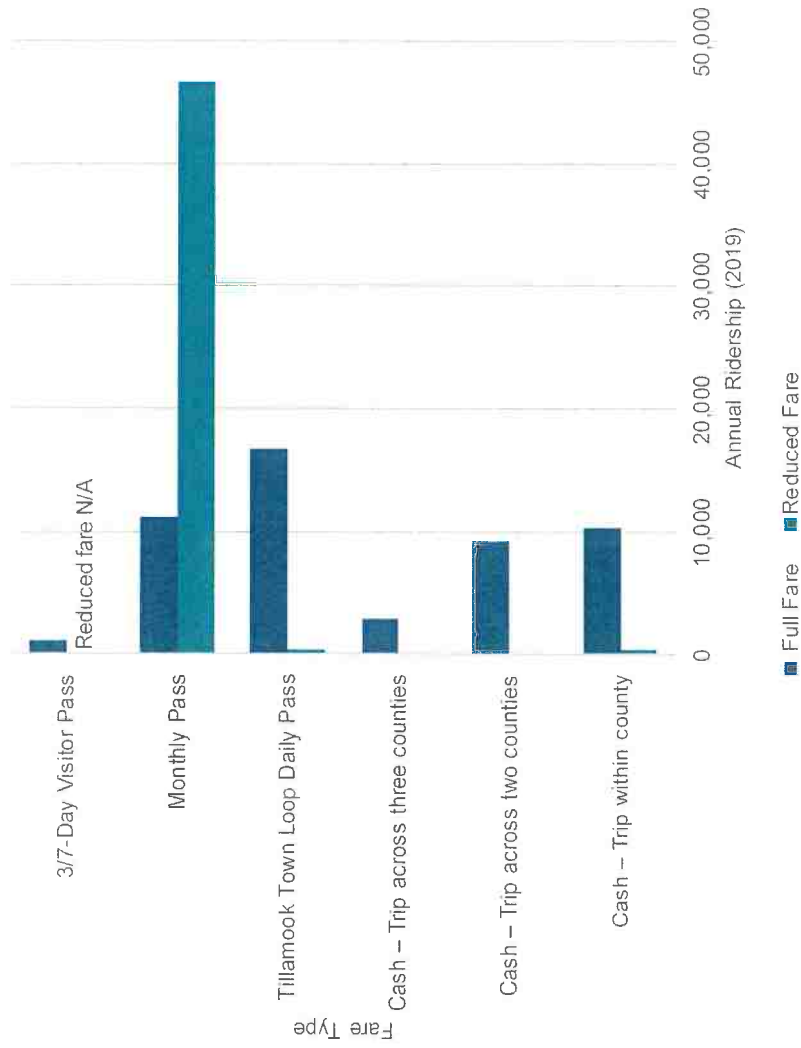


- 70% of total ridership and approximately 25% of fare revenue comes from deviated fixed-route services
- Despite accounting for only 13% of ridership, dial-a-ride has nearly 50% of fare revenue
- Intercity routes account for 17% and 27% of ridership and fare revenue respectively

*Deviated fixed routes and Dial a Ride corresponds to calendar year 2019
Intercity data corresponds to Fiscal Year 2019 (Jul 2019 – Jun 2020)

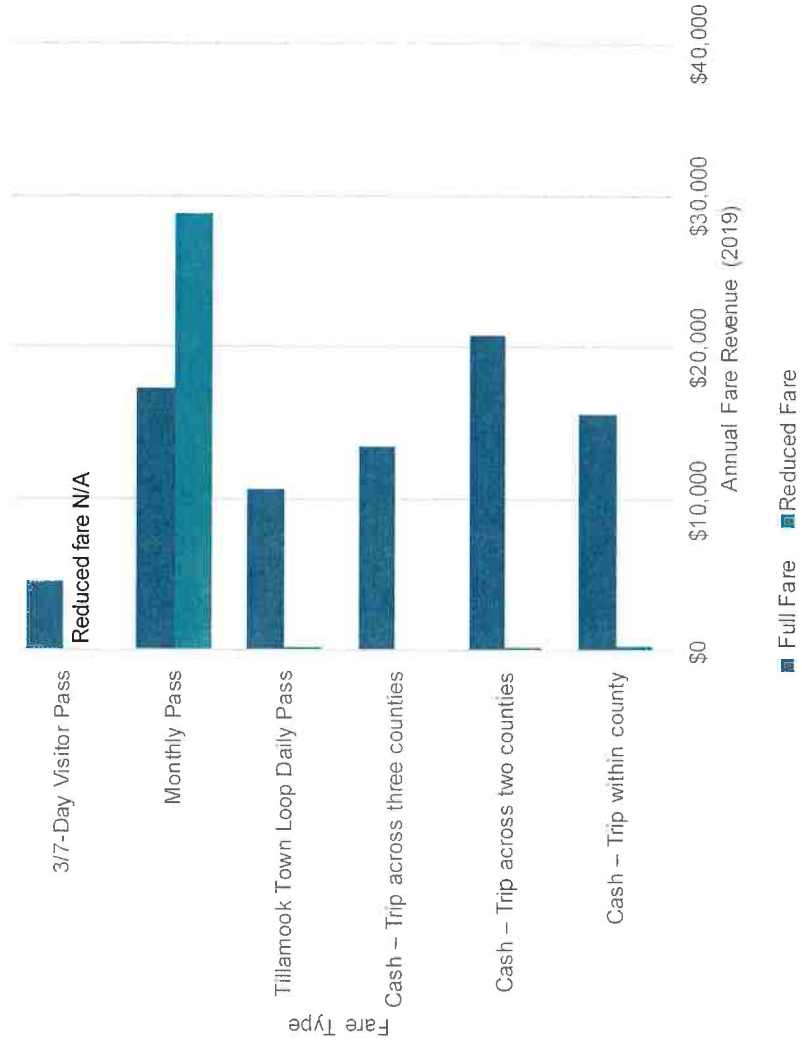
RIDERSHIP BY FARE TYPE – DEVIATED FIXED ROUTES

- Reduced monthly pass comprises nearly half of ridership
- Regular Tillamook Town Loop follows with 17% of ridership, and the regular monthly pass is next with 11%



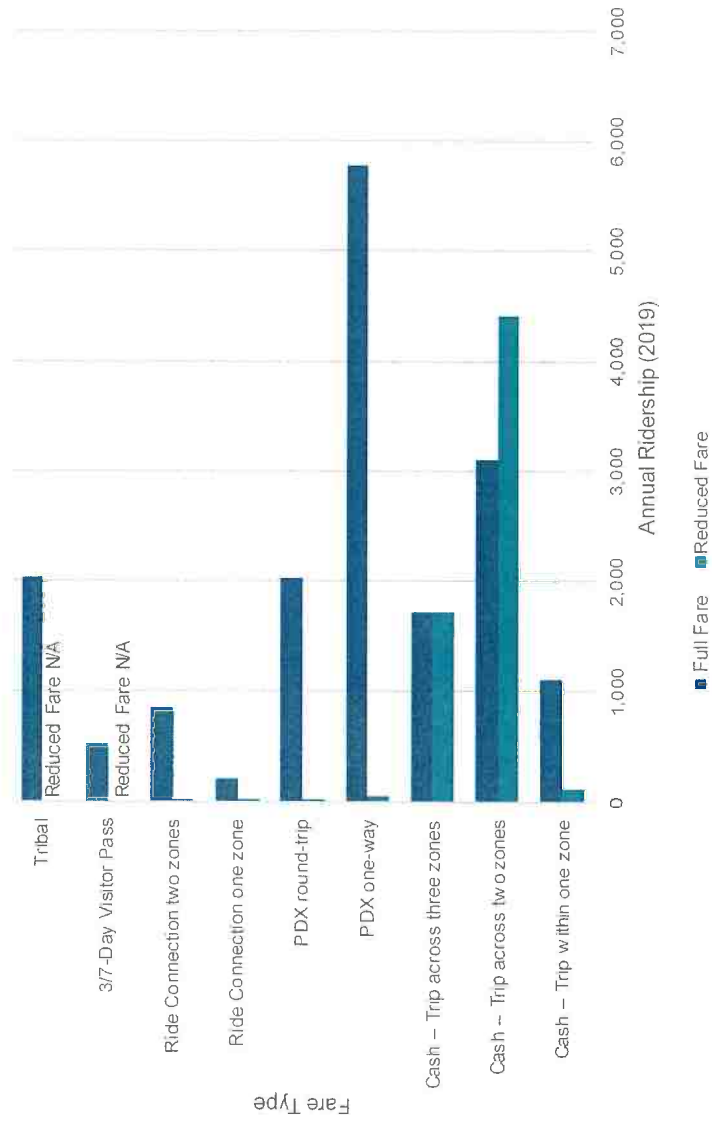
FARE REVENUE BY FARE TYPE – DEVIATED FIXED ROUTES

- About 75% of revenue comes from regular fares
- Regular inter-county fares account for approximately 30% of fare revenue

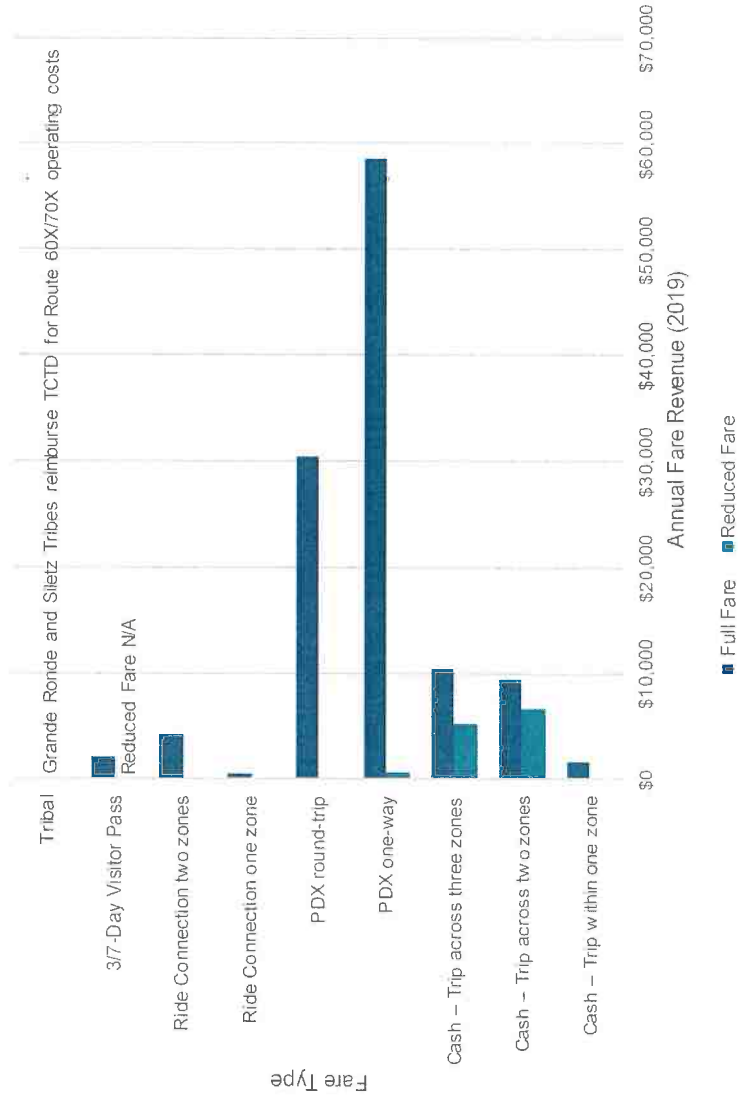


RIDERSHIP BY FARE TYPE – INTERCITY ROUTES

- Almost 25% of the total ridership concentrates in PDX one-way (Route 5)
- 75% of the total ridership is regular fare

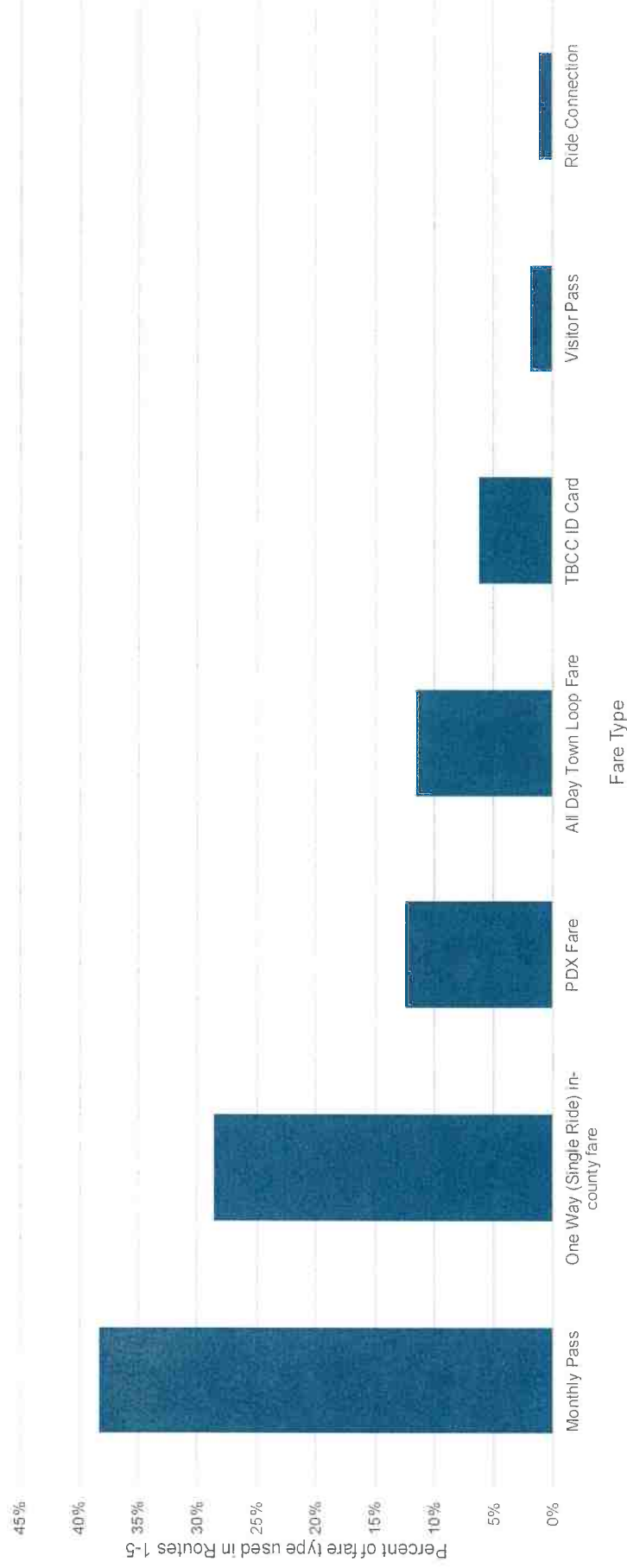


FARE REVENUE BY FARE TYPE – INTERCITY



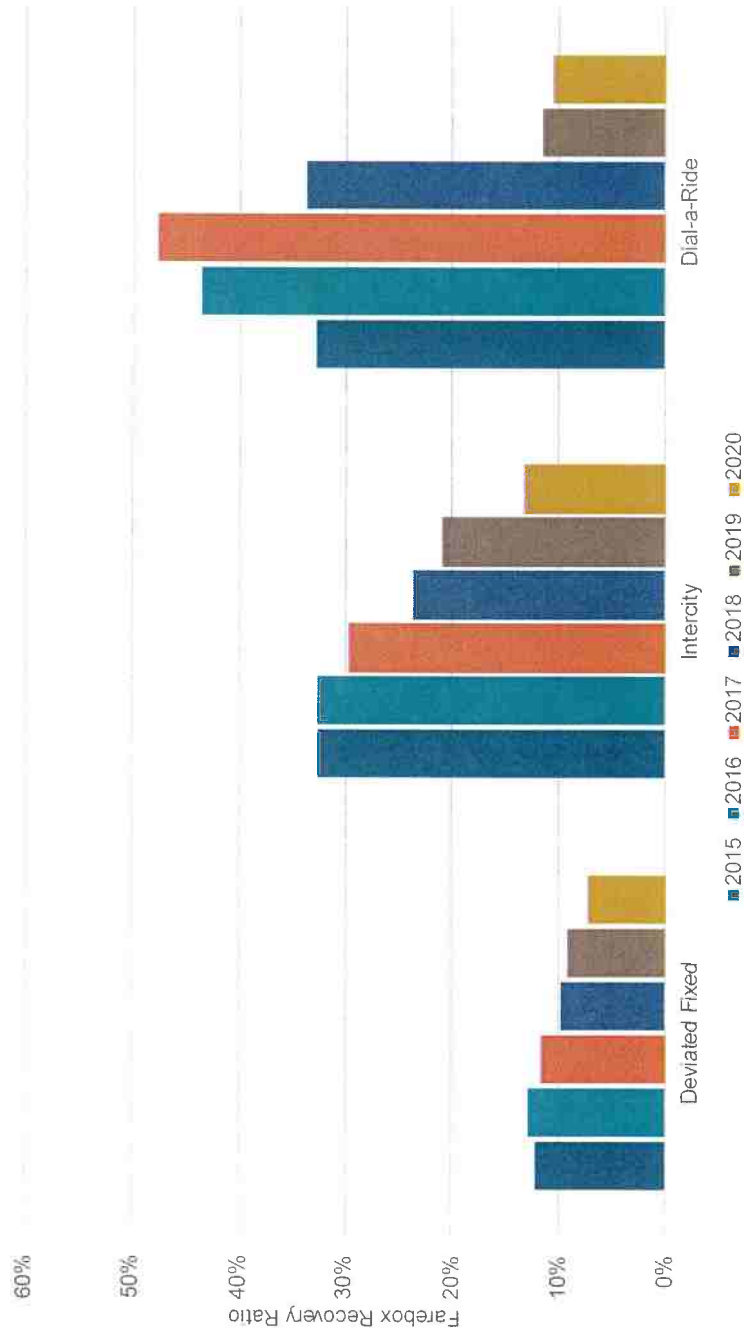
- Almost 70% of the fare revenue comes from PDX one-way and round-trip (Route 5)
- Regular fares for trips across two and three zones follow with a combined 15% of total fare revenue
- Reduced fares for trips across two and three zones account for approximately 10%

FARE TYPE USE



Source: 2014 On-board survey. Results include only Routes 1, 2, 3, 4 and 5

FAREBOX RECOVERY RATIO

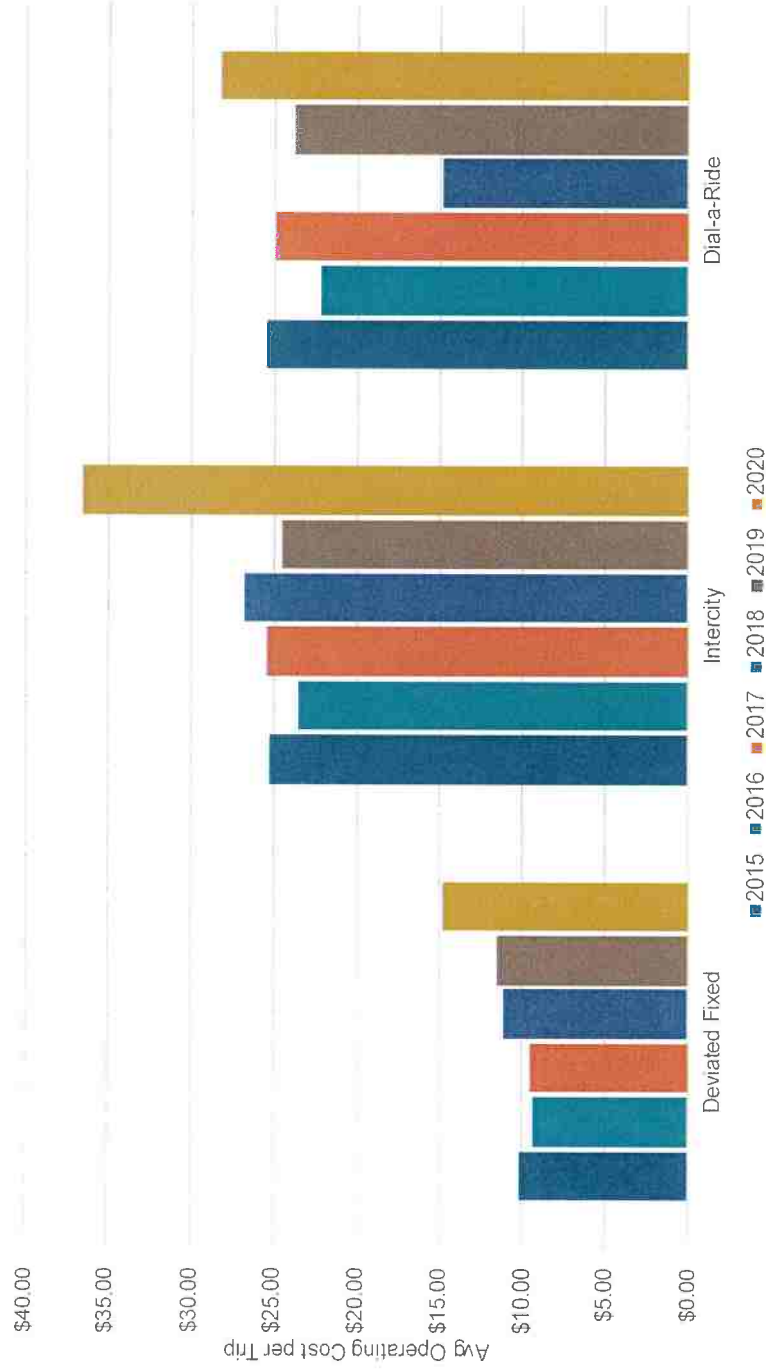


Note: Dial-A-Ride data prior to 2019 reflects inability to fully separate NWRides revenues before Ecolane was implemented on Feb 27, 2018.

Years represent fiscal years (e.g., 2020 is July 2019 – June 2020).

Dial-A-Ride fares were increased in July 2019.

AVERAGE OPERATING COST PER TRIP

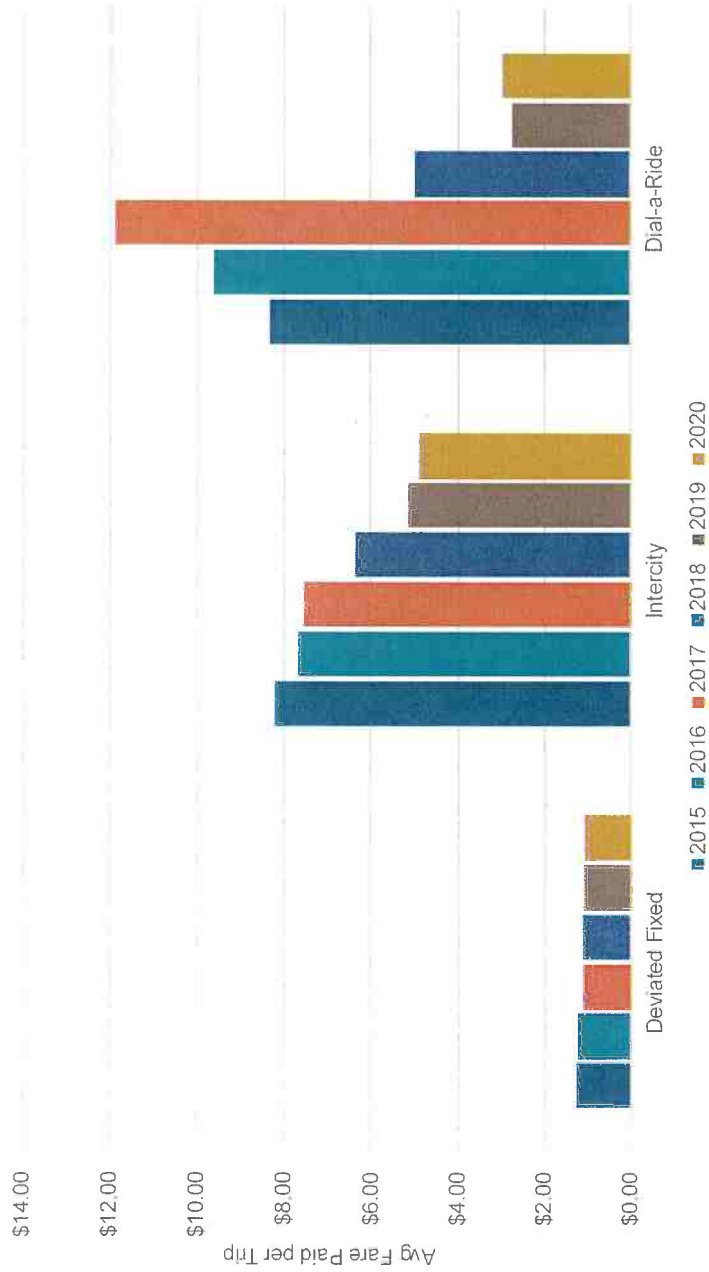


Note: Dial-A-Ride data prior to 2019 reflects inability to fully separate NWRides revenues before Ecolane was implemented on Feb 27, 2018.

Years represent fiscal years (e.g., 2020 is July 2019 – June 2020).

Dial-A-Ride fares were increased in July 2019.

AVERAGE FARE PAID PER TRIP

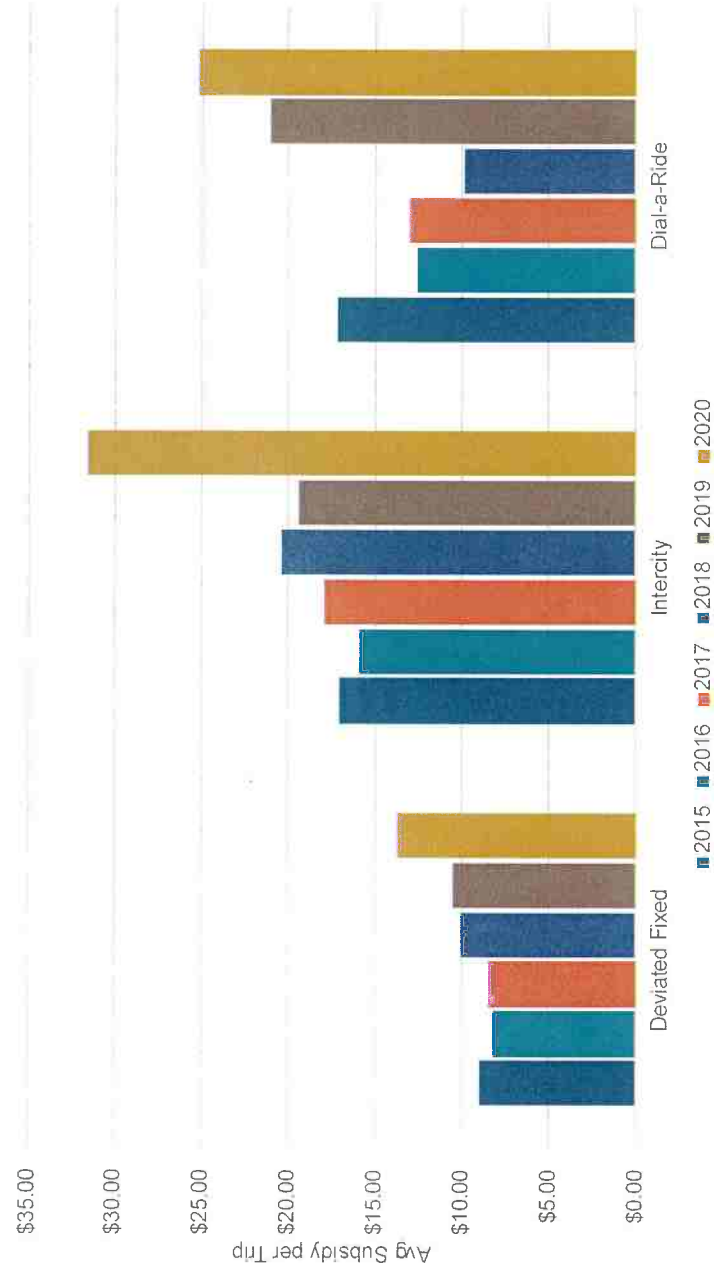


Note: Dial-A-Ride data prior to 2019 reflects inability to fully separate NWRides before Ecolane was implemented on Feb 27, 2018.

Years represent fiscal years (e.g., 2020 is July 2019 – June 2020).

Dial-A-Ride fares were increased in July 2019.

AVERAGE SUBSIDY PER TRIP



Note: Dial-A-Ride data prior to 2019 reflects inability to fully separate NWRides revenues before Ecolane was implemented on Feb 27, 2018.

Years represent fiscal years (e.g., 2020 is July 2019 – June 2020).

Dial-A-Ride fares were increased in July 2019.



KEY FINDINGS



OPPORTUNITIES TO STREAMLINE FARE POLICY

- Discount policies and age thresholds can be simplified and made consistent across all routes
- Inconsistent zone boundaries across services may be confusing for riders
- Potential opportunity to better market visitor pass for passengers using transit along the coast
 - 3 and 7-Day Visitor passes have low usage compared to Route 5 ridership
- Offer more ways to purchase fare products, including online or mobile ticket options
- Consider intercounty and additional interagency pass options
- Consider potential for fare reciprocity among partner providers
- Streamlining passenger information can provide a better understanding of the fares

