

**Tillamook County Transportation District**  
Board of Directors  
Regular Monthly Meeting



Thursday, November 18, 2021 at 6:00  
PM Transportation Building  
3600 Third St., Ste. A  
Tillamook, Oregon

Tillamook County Transportation District

Normal Trial Balance

From 10/1/2021 Through 10/31/2021

Account Code	Account Title	Debit Balance	Credit Balance
1001	General Checking Account	473,032.71	
1006	Payroll Checking	31,318.75	
1009	NW RIDES ACCOUNT	360,384.57	
1011	Prop. Mgmt. Checking	90,844.77	
1020	LGIP - General Account	1,107,708.70	
1030	LGIP - Capital Reserve	946,286.91	
1040	Petty Cash	200.00	
Report Total		3,009,776.41	0.00
Report Difference		3,009,776.41	

*SW*  
11-2-21

*SW*  
11-2-21

**Tillamook County Transportation District**  
Financial Statement

From 10/1/2021 Through 10/31/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%
<b>Resources</b>						
Working Capital						
Fares	0.00	0.00	0.00	2,975,295.00	(2,975,295.00)	0.00%
Contract Revenue	15,363.28	22,916.67	73,730.36	200,000.00	(126,269.64)	36.86%
Property Tax	41,872.86	70,833.33	272,709.85	750,000.00	(477,290.15)	36.36%
Past Years Property Tax	0.00	79,166.67	0.00	1,031,380.00	(1,031,380.00)	0.00%
State Timber Revenue	3,035.88	2,916.67	6,083.75	25,000.00	(18,916.25)	24.33%
Mass Transit State Payroll Tax	0.00	25,000.00	0.00	325,000.00	(325,000.00)	0.00%
STIF Formula	34,097.23	7,083.33	34,097.23	85,000.00	(50,902.77)	40.11%
STIF Discretionary	101,108.00	0.00	192,283.00	352,308.00	(160,025.00)	54.57%
Capital Grants	0.00	331,258.00	0.00	888,035.00	(888,035.00)	0.00%
Grants - FTA 5311	0.00	222,384.00	19,580.00	1,009,536.00	(989,956.00)	1.93%
NWOTA Partner Cont. Match	143,731.00	207,139.00	321,084.00	1,280,466.00	(959,382.00)	25.07%
Grants - STF	12,000.00	0.00	24,000.00	163,121.00	(139,121.00)	14.71%
Grants - 5311 (f)	16,925.00	16,925.00	33,850.00	67,700.00	(33,850.00)	50.00%
Grants - 5310	0.00	82,750.00	72,218.00	768,000.00	(695,782.00)	9.40%
Grants - 5304	0.00	81,100.00	0.00	188,527.00	(188,527.00)	0.00%
Special Bus Operations	0.00	0.00	0.00	36,000.00	(36,000.00)	0.00%
Miscellaneous Income	0.00	125.00	0.00	1,500.00	(1,500.00)	0.00%
Sale of Assets - Income	11,000.00	875.00	42,433.78	10,500.00	31,933.78	404.13%
Interest Income	0.00	0.00	6,500.00	10,000.00	(3,500.00)	65.00%
Advertising Income	851.61	2,708.33	3,804.00	32,500.00	(28,696.00)	11.70%
Lease Income	0.00	83.33	0.00	1,000.00	(1,000.00)	0.00%
Lease Operational Exp Income	3,600.00	2,000.00	8,000.00	24,000.00	(16,000.00)	33.33%
Transfer From General Fund	1,008.88	833.33	3,688.12	10,000.00	(6,311.88)	36.88%
	0.00	0.00	87,000.00	719,188.00	(632,188.00)	12.09%

Monthly BOD Report w/YTD Budget & Variance

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# Tillamook County Transportation District

## Financial Statement

From 10/1/2021 Through 10/31/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%
Transfer from STF Fund	4916	0.00	0.00	46,439.00	(46,439.00)	0.00%
Transfer from NWOTA	4917	0.00	3,000.00	3,000.00	0.00	100.00%
Transfer from STIF Fund	4918	0.00	0.00	1,340,035.00	(1,340,035.00)	0.00%
<b>Total Resources</b>	<u>384,593.74</u>	<u>1,156,097.66</u>	<u>1,204,062.09</u>	<u>12,343,530.00</u>	<u>(11,139,467.91)</u>	<u>9.75%</u>
<b>Expenses</b>						
<b>Personnel Services</b>						
Payroll: Administration	5010	29,516.15	113,911.13	435,000.00	321,088.87	26.18%
Payroll: Dispatch	5020	8,063.45	36,597.96	175,000.00	138,402.04	20.91%
Payroll: Drivers	5030	68,423.18	358,451.35	1,500,000.00	1,141,548.65	23.89%
Payroll: Maintenance	5040	4,373.72	23,317.03	75,000.00	51,682.97	31.08%
Payroll Expense	5050	14,566.26	47,174.02	135,000.00	87,825.98	34.94%
Payroll Healthcare	5051	25,684.29	133,649.40	505,000.00	371,350.60	26.46%
Payroll Retirement	5052	4,061.62	22,275.95	80,500.00	58,224.05	27.67%
Payroll Veba	5053	2,642.42	12,465.60	49,500.00	37,034.40	25.18%
Workers Compensation Ins.	5055	0.00	29,666.92	47,000.00	17,333.08	63.12%
<b>Total Personnel Services</b>	<u>157,331.09</u>	<u>205,698.41</u>	<u>777,509.36</u>	<u>3,002,000.00</u>	<u>2,224,490.64</u>	<u>25.90%</u>
<b>Materials and Services</b>						
Professional Services	5100	26,998.78	73,477.35	112,750.00	39,272.65	65.16%
Administrative Support	5101	7,034.29	7,034.29	25,000.00	17,965.71	28.13%
Website Maintenance	5102	0.00	4,195.83	50,350.00	50,350.00	0.00%
Planning	5103	0.00	10,833.33	130,000.00	130,000.00	0.00%
Dues & Subscriptions	5120	5,062.99	7,153.97	8,500.00	1,346.03	84.16%
Office Equipment R&R	5140	236.49	923.42	4,000.00	3,076.58	23.08%
Computer R&M	5145	3,475.80	14,234.09	39,500.00	25,265.91	36.03%

**Tillamook County Transportation District**  
Financial Statement

From 10/1/2021 Through 10/31/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%	
Fees & Licenses	5150	210.34	2,583.34	3,335.31	32,500.00	29,164.69	10.26%
Insurance	5160	0.00	3,333.33	0.00	120,000.00	120,000.00	0.00%
Office Expense	5170	848.97	1,250.00	4,553.74	15,000.00	10,446.26	30.35%
Board Expense	5175	400.00	1,083.33	2,180.17	13,000.00	10,819.83	16.77%
Operational Expense	5180	2,357.39	3,958.33	15,151.47	59,500.00	44,348.53	25.46%
Drug & Alcohol Administration	5185	0.00	208.33	45.00	2,500.00	2,455.00	1.80%
Marketing	5190	699.20	5,000.00	3,951.59	70,000.00	66,048.41	5.64%
Website Re-Design	5191	0.00	6,250.00	0.00	0.00	0.00	0.00%
Telephone Expense	5210	1,332.90	1,618.33	5,291.60	19,420.00	14,128.40	27.24%
Travel & Training	5220	1,731.28	1,625.00	5,940.83	19,500.00	13,559.17	30.46%
Vehicle Expense	5240	7,038.34	18,750.00	54,188.86	250,000.00	195,811.14	21.67%
Fuel Expense	5245	11,335.01	20,833.33	84,772.86	330,000.00	245,227.14	25.68%
Postage	5260	90.35	166.67	625.10	2,000.00	1,374.90	31.25%
Mgmt/Labor Recreation Fund	5270	(600.00)	0.00	3,400.00	4,708.00	1,308.00	72.21%
Transit Center Lease	5280	0.00	0.00	1,400.00	0.00	(1,400.00)	0.00%
Transit Center Maint	5285	1,465.64	1,500.00	5,921.49	18,000.00	12,078.51	32.89%
General Operating Cont.	5290	0.00	0.00	0.00	300,000.00	300,000.00	0.00%
COVID Expense	5291	1,503.22	0.00	13,184.07	50,000.00	36,815.93	26.36%
Property Operating Expense	5300	1,070.37	2,125.00	5,246.73	26,000.00	20,753.27	20.17%
Flex Lease: Fees	5330	0.00	41.67	0.00	0.00	0.00	0.00%
Property Maint. & Repair	5340	2,073.87	2,083.33	8,765.85	25,000.00	16,234.15	35.06%
Operations Facility Maint.	5346	72.84	333.33	291.35	4,000.00	3,708.65	7.28%
Total Materials and Services		74,438.07	102,751.65	321,069.14	1,731,228.00	1,410,158.86	18.55%
Special Payments							
STF Payments to Recipients	5200	4,415.13	0.00	8,830.26	17,661.00	8,830.74	49.99%
Monthly BOD Report w/YTD Budget & Variance							

**Tillamook County Transportation District**  
Financial Statement

From 10/1/2021 Through 10/31/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%
STIF Payments to Recipients	0.00	1,250.00	1,500.00	6,000.00	4,500.00	25.00%
Total Special Payments	4,415.13	1,250.00	10,330.26	23,661.00	13,330.74	43.66%
<b>Transfers</b>						
Transfer to LGIP 5931	0.00	0.00	0.00	400,000.00	400,000.00	0.00%
Transfer to Property Mgmt	0.00	0.00	75,000.00	75,000.00	0.00	100.00%
Transfer to General Fund	0.00	0.00	3,000.00	775,039.00	772,039.00	0.38%
Transfer to Vehicle Reserve	0.00	0.00	0.00	10,000.00	10,000.00	0.00%
Transfer to NWOTA Fund	0.00	0.00	12,000.00	852,223.00	840,223.00	1.40%
Reserve for Future Expenditure	0.00	0.00	0.00	1,296,835.00	1,296,835.00	0.00%
Unappropriated Ending Fund Bal	0.00	0.00	0.00	873,801.00	873,801.00	0.00%
Total Transfers	0.00	0.00	90,000.00	4,282,898.00	4,192,898.00	2.10%
<b>Capital Outlay</b>						
<b>Debt Service</b>						
PUD Loan Expense	867.16	625.00	2,821.19	7,500.00	4,678.81	37.61%
OTIB Transit Center Loan	0.00	400.00	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	867.16	1,025.00	15,976.41	42,300.00	26,323.59	37.77%
<b>Capital Purchases</b>						
Building Repair & Renovation	0.00	1,666.67	0.00	30,000.00	30,000.00	0.00%
Bus Replacement/Addition	0.00	235,000.00	0.00	940,000.00	940,000.00	0.00%
Van Replacement/Addition	0.00	0.00	0.00	390,000.00	390,000.00	0.00%
Computer Upgrade	0.00	416.67	0.00	5,000.00	5,000.00	0.00%
Fuel Cell Triangulation Point	0.00	0.00	0.00	6,000.00	6,000.00	0.00%
Bus Stop Signage/Shelters	8,742.61	0.00	33,724.54	967,544.00	933,819.46	3.48%
Other Capital Projects	148,765.30	65,658.25	167,079.92	922,899.00	755,819.08	18.10%

Monthly BOD Report w/YTD Budget & Variance

**Tillamook County Transportation District**

Financial Statement

From 10/1/2021 Through 10/31/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%
Total Capital Purchases	<u>157,507.91</u>	<u>302,741.59</u>	<u>200,804.46</u>	<u>3,261,443.00</u>	<u>3,060,638.54</u>	<u>6.16%</u>
Total Capital Outlay	<u>158,375.07</u>	<u>303,766.59</u>	<u>216,780.87</u>	<u>3,303,743.00</u>	<u>3,086,962.13</u>	<u>6.56%</u>
Total Expenses	<u>394,559.36</u>	<u>613,466.65</u>	<u>1,415,689.63</u>	<u>12,343,530.00</u>	<u>10,927,840.37</u>	<u>11.47%</u>

NWR

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

From 10/1/2021 Through 10/31/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%
<b>Resources</b>						
Working Capital						
NWR Revenue	354,460.49	333,333.33	1,407,623.79	4,000,000.00	(2,592,376.21)	35.19%
NWR Reserve	0.00	0.00	0.00	1,000.00	(1,000.00)	0.00%
Interest Income	0.00	0.00	0.00	400.00	(400.00)	0.00%
<b>Total Resources</b>	<u>354,460.49</u>	<u>333,333.33</u>	<u>1,407,623.79</u>	<u>4,451,400.00</u>	<u>(3,043,776.21)</u>	<u>31.62%</u>
<b>Expenses</b>						
<b>Personnel Services</b>						
Payroll: Administration	20,168.41	22,750.00	88,534.07	350,000.00	261,465.93	25.29%
Payroll: Indirect	720.00	833.33	3,240.00	10,000.00	6,760.00	32.40%
Payroll Expense	1,662.91	1,833.33	6,813.56	22,000.00	15,186.44	30.97%
Payroll Healthcare	8,911.45	9,583.33	35,519.71	140,000.00	104,480.29	25.37%
Payroll Retirement	1,103.13	1,375.00	4,903.23	16,500.00	11,596.77	29.71%
Payroll Veba	900.90	1,083.33	3,416.90	13,000.00	9,583.10	26.28%
Workers Compensation Ins.	0.00	0.00	554.75	500.00	(54.75)	110.95%
<b>Total Personnel Services</b>	<u>33,466.80</u>	<u>37,458.32</u>	<u>142,982.22</u>	<u>552,000.00</u>	<u>409,017.78</u>	<u>25.90%</u>
<b>Materials and Services</b>						
Professional Services	986.00	833.33	1,923.00	10,000.00	8,077.00	19.23%
Office Equipment R&R	236.49	208.33	923.42	2,500.00	1,576.58	36.93%
Computer R&M	1,197.50	1,250.00	2,697.50	15,000.00	12,302.50	17.98%
Fees & Licenses	24.99	1,250.00	36,102.77	163,000.00	126,897.23	22.14%
Office Expense	81.82	416.67	1,380.36	5,000.00	3,619.64	27.60%
Operational Expense	323.60	125.00	339.60	1,500.00	1,160.40	22.64%
Telephone Expense	1,096.50	1,666.67	4,259.62	20,000.00	15,740.38	21.29%

Monthly BOD Report w/YTD Budget & Variance

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**Tillamook County Transportation District**  
Financial Statement

From 10/1/2021 Through 10/31/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%
5220 Travel & Training	162.19	125.00	1,176.90	1,500.00	323.10	78.46%
5260 Postage	9.95	83.33	139.80	1,000.00	860.20	13.98%
5265 Purchased Transportation	226,351.10	250,000.00	995,408.96	3,000,000.00	2,004,591.04	33.18%
5266 Member Mileage Reimbursement	20,000.00	15,000.00	50,000.00	180,000.00	130,000.00	27.77%
5267 Volunteer Mileage Reimburse	28,897.96	21,666.67	94,731.71	260,000.00	165,268.29	36.43%
5281 Office Rent	400.00	400.00	1,600.00	4,800.00	3,200.00	33.33%
5291 COVID Expense	76.96	0.00	76.96	0.00	(76.96)	0.00%
5300 Property Operating Expense	274.40	250.00	1,008.48	3,000.00	1,991.52	33.61%
Total Materials and Services	280,119.46	293,275.00	1,191,769.08	3,667,300.00	2,475,530.92	32.50%
Transfers						
9180 Unappropriated Ending Fund Bal	0.00	0.00	0.00	207,100.00	207,100.00	0.00%
Total Transfers	0.00	0.00	0.00	207,100.00	207,100.00	0.00%
Capital Outlay						
Capital Purchases						
6022 Ecolane Investment	2,880.00	0.00	2,880.00	25,000.00	22,120.00	11.52%
Total Capital Purchases	2,880.00	0.00	2,880.00	25,000.00	22,120.00	11.52%
Total Capital Outlay	2,880.00	0.00	2,880.00	25,000.00	22,120.00	11.52%
Total Expenses	316,466.26	330,733.32	1,337,631.30	4,451,400.00	3,113,768.70	30.05%

**Tillamook County Transportation District**

Check/Voucher Register

1001 - General Checking Account

From 10/1/2021 Through 10/31/2021

Docume... Number	Docume... Date	Transaction Amount	Payee	Transaction Description
16272	.../5/2021	(85.00)	CRYSTAL AND SIERRA SPRINGS	WATER
16440	.../5/2021	(17.75)	KEMPS NORTH COAST TOOLS	ADAPTOR/SHOP SUPPLIES
16440	.../5/2021	(59.78)	KEMPS NORTH COAST TOOLS	DOUBLE BALL WRENCH/SHOP SUPPLIES
16644	.../6/2021	249.98	ABILA	ADP CLOUD MIGRATION
16645	.../6/2021	485.40	ALSCO - Portland Linen	SEPTEMBER 2021
16646	.../6/2021	557.95	APW DISTRIBUTING	SEPTEMBER 2021
16647	.../6/2021	1,026.74	Batteries Northwest	SEPTEMBER 2021
16648	.../6/2021	206.69	Advance Auto Parts	SEPTEMBER 2021
16649	.../6/2021	10,272.13	CARSON OIL CO INC	SEPTEMBER 2021 FUEL
16650	.../6/2021	986.00	Coast Printing & Stationery	SERVICE CHANGES-COVID
16651	.../6/2021	106.23	COMCAST	SEPTEMBER 2021
16652	.../6/2021	209.25	COUNTRY MEDIA	SEPTEMBER 2021-BOARD NOTICES
16653	.../6/2021	12.59	O'REILLY AUTOMOTIVE STORES	SEPTEMBER 2021
16654	.../6/2021	40.00	CENTURYLINK	SEPTEMBER 2021
16655	.../6/2021	657.12	FleetPride, Inc.	SEPTEMBER 2021
16656	.../6/2021	50.00	Gary A. Hanenkrat	SEPTEMBER 2021
16657	.../6/2021	1,196.73	GenXsys Solutions, LLC	COMPUTER - KENDRA
16657	.../6/2021	157.14	GenXsys Solutions, LLC	COMPUTER SATA DRIVE
16658	.../6/2021	506.68	GISI MARKETING GROUP	BUS SHELTER SIGNAGE
16659	.../6/2021	50.00	JUDY RIGGS	SEPTEMBER 2021
16660	.../6/2021	33.75	KEMPS NORTH COAST TOOLS	SEPTEMBER 2021
16660	.../6/2021	59.78	KEMPS NORTH COAST TOOLS	DOUBLE BALL WRENCH/SHOP SUPPLIES
16660	.../6/2021	17.75	KEMPS NORTH COAST TOOLS	ADAPTOR/SHOP SUPPLIES
16661	.../6/2021	738.36	KITTELSON & ASSOCIATES, INC.	ROUTE 5 PLANNING - GRANT 34998
16662	.../6/2021	50.00	Linda Adler	SEPTEMBER 2021
16663	.../6/2021	4,415.13	Marie Mills Center, Inc	STF PAYMENT
16664	.../6/2021	50.00	MARTY HOLM	SEPTEMBER 2021
16665	.../6/2021	50.00	MARY JOHNSON	SEPTEMBER 2021
16666	.../6/2021	2,343.21	McCOY FREIGHTLINER	SEPTEMBER 2021
16667	.../6/2021	50.00	MELISSA CARLSON-SWANSON	SEPTEMBER 2021
16668	.../6/2021	115.00	North Coast Lawn	SEPTEMBER 2021
16669	.../6/2021	546.65	DAVISON AUTO PARTS, INC.	SEPTEMBER 2021
16670	.../6/2021	1,025.00	NATHAN LEVIN	OCTOBER 2021
16671	.../6/2021	7.42	Office Depot Credit Plan	SEPTEMBER 2021
16671	.../6/2021	55.09	Office Depot Credit Plan	SEPTEMBER 2021
16671	.../6/2021	152.58	Office Depot Credit Plan	NWR SEPTEMBER 2021
16672	.../6/2021	21.00	OR DEPT OF MOTOR VEHICLES	RECORD REQUEST
16673	.../6/2021	442.59	Pacific Office Automation	TCTD COPIES SEPTEMBER 2021
16674	.../6/2021	144.32	PETERSON TRUCKS INC	SEPTEMBER 2021
16675	.../6/2021	39.20	PORTLAND GENERAL	SEPTEMBER 2021
16676	.../6/2021	752.60	Carole Richardson	CITY SHUTTLE CALCULATOR
16677	.../6/2021	91.84	TABATHA WELCH	MILEAGE TO NHRMA CONFERENCE
16678	.../6/2021	38.65	Tillamook Motor Co.	SEPTEMBER 2021
16679	.../6/2021	41.94	Tillamook PUD	SEPTEMBER 2021
16679	.../6/2021	30.82	Tillamook PUD	SEPTEMBER 2021
16680	.../6/2021	50.00	JIM HUFFMAN	BOARD MEETING
16681	...2/2021	10,508.52	CARSON OIL CO INC	SEPTEMBER 2021
16682	...2/2021	850.00	WAVE	SEPTEMBER 2021
16683	...2/2021	275.00	KDEP-FM/KTIL-FM/KTIL-AM	SEPTEMBER 2021 RECRUITMENT/COVID
16684	...2/2021	81.00	KYTE	RECRUITMENT/COVID
16685	...2/2021	1,350.67	Marie Mills Center, Inc	SEPTEMBER 2021 JANITORIAL TRANSIT CENTER
16686	...2/2021	504.00	OTTER ROCK RADIO	RECRUITMENT/COVID
16687	...2/2021	9.55	CARDMEMBER SERVICE	SEPTEMBER 2021

**Tillamook County Transportation District**

Check/Voucher Register

1001 - General Checking Account

From 10/1/2021 Through 10/31/2021

Docume... Number	Docume... Date	Transaction Amount	Payee	Transaction Description
16687	...2/2021	2,854.75	CARDMEMBER SERVICE	SEPTEMBER 2021
16688	...0/2021	249.99	ABILA	OCTOBER PAYABLES-ABILA CLOUD
16689	...0/2021	249.91	CAR CARE SPECIALISTS, INC.	DEF
16690	...0/2021	100.00	CATHY BOND	CDL PHYSICAL
16691	...0/2021	7,034.29	Columbia Pacific Economic	NWOTA ADMINISTRATION
16692	...0/2021	471.00	COUNTRY MEDIA	RECRUITMENT LESS \$320 FOR FACEBOOK
16693	...0/2021	58.25	EB TOOLS LLC	FUNNEL - SHOP SUPPLIES
16693	...0/2021	3,949.00	EB TOOLS LLC	SCAN TOOL - SHOP TOOLS
16694	...0/2021	120.57	Fred Meyer Customer Charges	OCTOBER PAYABLES
16695	...0/2021	100.00	GARY PETERSON	CDL PHYSICAL
16696	...0/2021	533.30	GenXsys Solutions, LLC	OCTOBER PAYABLES COMPUTER SUPPORT
16696	...0/2021	2,500.00	GenXsys Solutions, LLC	OCTOBER PAYABLES COMPUTER SUPPORT
16696	...0/2021	542.50	GenXsys Solutions, LLC	OCTOBER PAYABLES COMPUTER SUPPORT
16697	...0/2021	231.11	GISI MARKETING GROUP	BUS SHELTER SIGNAGE
16698	...0/2021	8,511.50	Jacobs Engineering Group INC	CHAMPION PARK BUS STOP GRANT 34225
16699	...0/2021	29.25	KEMPS NORTH COAST TOOLS	mirror
16700	...0/2021	236.49	Pacific Office Automation	COPIER LEASE
16701	...0/2021	125.00	SAMARITAN OCCUPATIONAL MED	CDL PHYSICAL
16702	...0/2021	4,125.00	SPECIAL DISTRICTS INS. SERVICE	2022-2023 MEMBERSHIP DUES
16703	...0/2021	200.00	TRANSPORT WISDOM, LTD	CDL TEST
16704	...0/2021	49.95	VANIR BROADBAND, INC.	OCTOBER PAYABLES INTERNET
16705	...6/2021	217.05	STEVEN FERRARA	TRAVEL FOR TROLLEY PROCUREMENT
16706	...9/2021	111.00	Petty Cash Clerk	petty cash
Report Total		74,149.43		

Tillamook County Transportation District

Check/Voucher Register

1006 - Payroll Checking

From 10/1/2021 Through 10/31/2021

<u>Document Number</u>	<u>Document Date</u>	<u>Payee</u>
5665	10/6/2021	BARBARA NAVARRE
5666	10/6/2021	PACIFIC SOURCE
5667	10/12/2021	ED KELLOGG
5668	10/12/2021	HRA VEBA TRUST
5669	10/12/2021	SPECIAL DISTRICTS INS. SERVICE

Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT

From 10/1/2021 Through 10/31/2021

Docume... Number	Docume... Date	Transaction Amount	Payee	Transaction Description
3009	.../5/2021	(91.90)	CRYSTAL AND SIERRA SPRINGS	WATER
3244	.../6/2021	3,126.10	AAA RIDE ASSIST	SEPT PROVIDER TRANSPORATION
3244	.../6/2021	2,579.25	AAA RIDE ASSIST	SEPT PROVIDER TRANSPORATION
3244	.../6/2021	2,284.55	AAA RIDE ASSIST	SEPT PROVIDER TRANSPORATION
3245	.../6/2021	115.36	CATHY BOND	MILEAGE TO SUPPORT REMOTE NWR WORKERS
3246	.../6/2021	54.90	CENTURYLINK	SEPTEMBER 2021
3247	.../6/2021	74.97	Fred Meyer Customer Charges	SEPTEMBER 2021
3248	.../6/2021	2,091.80	JANNA SMITH	NWR VOLUNTEERS
3249	.../6/2021	50.00	JIM HUFFMAN	SEPTEMBER 2021
3249	.../6/2021	(50.00)	JIM HUFFMAN	SEPTEMBER 2021
3250	.../6/2021	3,345.92	JOHN REKART JR	NWR VOLUNTEERS
3251	.../6/2021	432.40	JOY WINKELHAKE	NWR VOLUNTEERS
3252	.../6/2021	3,890.50	COLUMBIA MEDICAL	SEPT PROVIDER TRANSPORATION
3252	.../6/2021	5,891.40	COLUMBIA MEDICAL	SEPT PROVIDER TRANSPORATION
3252	.../6/2021	5,310.50	COLUMBIA MEDICAL	SEPT PROVIDER TRANSPORATION
3253	.../6/2021	2,647.80	K & M MEDIVAN	SEPT PROVIDER TRANSPORATION
3253	.../6/2021	5,049.40	K & M MEDIVAN	SEPT PROVIDER TRANSPORATION
3254	.../6/2021	3,944.60	KANDIS LIDAY	NWR VOLUNTEERS
3255	.../6/2021	6,108.39	MEDIX AMBULANCE	SEPT PROVIDER TRANSPORATION
3255	.../6/2021	5,574.81	MEDIX AMBULANCE	SEPT PROVIDER TRANSPORATION
3255	.../6/2021	242.00	MEDIX AMBULANCE	SEPTEMBER 2021 TELEPHONE
3256	.../6/2021	459.98	Office Depot Credit Plan	NWR SEPTEMBER 2021
3256	.../6/2021	12.89	Office Depot Credit Plan	NWR SEPTEMBER 2021
3257	.../6/2021	28.18	Pacific Office Automation	NWR COPIES SEPTEMBER 2021
3258	.../6/2021	19,374.70	RYANS TRANSPORTATION SERVICE	SEPT PROVIDER TRANSPORATION
3258	.../6/2021	20,470.25	RYANS TRANSPORTATION SERVICE	SEPT PROVIDER TRANSPORATION
3259	.../6/2021	3,704.36	SEAN REKART	NWR VOLUNTEERS
3260	.../6/2021	575.00	SUNSET EMPIRE TRANSIT	SEPT PROVIDER TRANSPORATION
3260	.../6/2021	1,295.00	SUNSET EMPIRE TRANSIT	SEPT PROVIDER TRANSPORATION
3260	.../6/2021	1,376.00	SUNSET EMPIRE TRANSIT	SEPT PROVIDER TRANSPORATION
3260	.../6/2021	1,506.00	SUNSET EMPIRE TRANSIT	SEPT PROVIDER TRANSPORATION
3261	.../6/2021	360.00	TILLAMOOK CNTY TRANS. DIST.	091021 NWR PAYROLL INDIRECT
3262	.../6/2021	360.00	TILLAMOOK CNTY TRANS. DIST.	092421 NWR PR INDIRECT
3263	.../6/2021	9,598.08	TILLAMOOK CNTY TRANS. DIST.	NWR PR 092421
3264	.../6/2021	10,710.12	TILLAMOOK CNTY TRANS. DIST.	091021 PAYROLL NWR
3265	.../6/2021	8,241.50	WAPATO SHORES	SEPT PROVIDER TRANSPORATION
3266	.../6/2021	2,590.48	WILLIAM NERENBERG	NWR VOLUNTEERS
3267	...2/2021	674.87	WAVE	SEPTEMBER 2021
3268	...2/2021	10,808.93	TILLAMOOK CNTY TRANS. DIST.	NWR SEPT BENEFITS
3269	...2/2021	670.35	TILLAMOOK CNTY TRANS. DIST.	NWR SEPT RENT/UTILITY
3270	...2/2021	175.38	CARDMEMBER SERVICE	SEPTEMBER 2021
3271	...3/2021	1,449.50	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3272	...3/2021	43.45	COLUMBIA COUNTY RIDER	PROVIDER TRANSPORTATION
3272	...3/2021	7,979.50	COLUMBIA COUNTY RIDER	PROVIDER TRANSPORTATION
3272	...3/2021	7,183.00	COLUMBIA COUNTY RIDER	PROVIDER TRANSPORTATION
3273	...3/2021	4,136.60	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3274	...3/2021	4,839.80	K & M MEDIVAN	PROVIDER TRANSPORTATION
3275	...3/2021	5,124.00	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3276	...3/2021	10,778.80	METRO WEST	PROVIDER TRANSPORTATION
3277	...3/2021	14,840.05	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3278	...3/2021	1,515.00	SUNSET EMPIRE TRANSIT	PROVIDER TRANSPORTATION
3278	...3/2021	1,148.00	SUNSET EMPIRE TRANSIT	PROVIDER TRANSPORTATION
3278	...3/2021	2,683.00	SUNSET EMPIRE TRANSIT	PROVIDER TRANSPORTATION

Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT

From 10/1/2021 Through 10/31/2021

Docume... Number	Docume... Date	Transaction Amount	Payee	Transaction Description
3278	...3/2021	660.00	SUNSET EMPIRE TRANSIT	PROVIDER TRANSPORTATION
3278	...3/2021	625.00	SUNSET EMPIRE TRANSIT	PROVIDER TRANSPORTATION
3279	...3/2021	9,528.50	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3280	...3/2021	9,742.75	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3281	...3/2021	5,978.25	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3282	...3/2021	30.00	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3283	...3/2021	12,482.00	WAPATO SHORES	PROVIDER TRANSPORTATION
3284	...3/2021	2,218.10	WILLAMETTE VALLEY TRANSPORT	PROVIDER TRANSPORTATION
3285	...0/2021	0.00		
3285	...0/2021	2,648.35	AAA RIDE ASSIST	Provider Transportation
3285	...0/2021	2,136.35	AAA RIDE ASSIST	Provider Transportation
3286	...0/2021	0.00		
3286	...0/2021	5,899.20	COLUMBIA MEDICAL	Provider Transportation
3286	...0/2021	927.90	COLUMBIA MEDICAL	Provider Transportation
3286	...0/2021	5,954.00	COLUMBIA MEDICAL	Provider Transportation
3287	...0/2021	0.00		
3287	...0/2021	665.00	K & M MEDIVAN	Provider Transportation
3287	...0/2021	6,015.90	K & M MEDIVAN	Provider Transportation
3288	...0/2021	0.00		
3288	...0/2021	1,170.00	MEDIX AMBULANCE	Provider Transportation
3288	...0/2021	4,408.50	MEDIX AMBULANCE	Provider Transportation
3289	...0/2021	0.00		
3289	...0/2021	5,170.20	RYANS TRANSPORTATION SERVICE	Provider Transportation
3289	...0/2021	19,222.40	RYANS TRANSPORTATION SERVICE	Provider Transportation
3289	...0/2021	19,647.00	RYANS TRANSPORTATION SERVICE	Provider Transportation
3290	...0/2021	0.00		
3290	...0/2021	1,637.00	TILLAMOOK CNTY TRANS. DIST.	Provider Transportation
3291	...0/2021	2,880.00	ECOLANE USA, INC.	ANNUAL MAINTENANCE
3292	...0/2021	54.96	Fred Meyer Customer Charges	OCTOBER PAYABLES
3293	...0/2021	500.00	GenXsys Solutions, LLC	OCTOBER PAYABLES COMPUTER SUPPORT
3294	...0/2021	236.49	Pacific Office Automation	COPIER LEASE
3295	...2/2021	0.00		
3295	...2/2021	906.25	MTN RETREAT SECURE TRANSPORT	PROVIDER TRANSPORTATION
3296	...2/2021	0.00		
3296	...2/2021	9,230.00	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3297	...2/2021	9,312.75	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3298	...2/2021	14,791.00	WAPATO SHORES	PROVIDER TRANSPORTATION
Report Total		362,063.37		

**Tillamook County Transportation District**

Check/Voucher Register

1011 - Prop. Mgmt. Checking

From 10/1/2021 Through 10/31/2021

<u>Docume... Number</u>	<u>Docume... Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
4425	.../6/2021	1,125.00	CHRISSEY'S CLEANING SERVICE	SEPTEMBER 2021
4426	.../6/2021	425.00	North Coast Lawn	SEPTEMBER 2021
4427	.../6/2021	330.40	TILLAMOOK CITY UTILITIES	SEPTEMBER 2021 WATER/SEWER
4428	.../6/2021	1,351.45	Tillamook PUD	SEPTEMBER 2021
4429	.../6/2021	171.75	CITY SANITARY SERVICE	SEPTEMBER 2021
4430	...2/2021	580.66	Marie Mills Center, Inc	SEPTEMBER 2021 JANITORIAL 3RD STREET
Report Total		3,984.26		

Date	Vendor	UMPQUA BANK: CLOSING DATE 09/23/2021 Description of Transaction	Amount
<b>DOLG FILANT</b>			
10/08/21	Adobe	Credit for return	\$129.52
09/27/21	Virtual Postmail	Postage	\$25.00
09/30/21	Zoom.US	Subscription/Virtual Meeting	\$40.00
10/07/21	Adobe	Software	\$179.88
10/15/21	Amazon	Training	\$25.51
10/21/21	Fat Head BBQ	Meals/Meeting	\$29.90
			<b>\$170.77</b>
<b>CATHY BOND</b>			
09/24/21	Tillamook Electronics	NWR Computers	\$22.00
09/24/21	Adobe Creative Cloud	Software	\$79.99
10/04/21	Amazon	NWR Phones	\$89.94
10/04/21	Endicia	NWR Postage	\$9.95
10/06/21	Adobe	Software	\$24.99
10/15/21	Fieldprint Inc	Background Check	\$12.50
10/25/21	Language Line	NWR Phones	\$3.95
10/25/21	Language Line	NWR Phones	\$27.85
10/25/21	Best western Hotels	Disputed Charge/will be reversed next cycle	\$28.91
10/25/21	Adobe Creative Cloud	Software	\$79.99
10/25/21	Iron Mountain	Office Shredding	\$319.55
			<b>\$699.42</b>
<b>SHANNON WAKEMAN</b>			
10/01/21	Umpqua Bank	Credit for disputed charges	\$3,322.79
09/24/21	Facebook	Advertising	\$25.00
09/27/21	Rodeo Steakhouse	Board Meeting Dinner	\$35.48
09/28/21	Facebook	Advertising	\$600.00
09/29/21	Facebook	Advertising	\$35.00
10/01/21	Facebook	Advertising	\$201.85
10/08/21	Facebook	Advertising	\$201.85
10/08/21	Facebook	Advertising	\$400.00
10/08/21	Facebook	Advertising	\$250.00
10/08/21	Facebook	Advertising	\$250.00
10/18/21	Amazon Prime	Monthly Membership	\$12.99
			<b>\$1,310.82</b>
<b>MIKE REED</b>			
09/27/21	Amazon	Covid Supplies	\$329.90
09/30/21	Safeway Grocery	Driver Supplies	\$11.97
09/30/21	Amazon	Bus Vehicle Parts	\$36.82
10/15/21	Frontier Ferrara's	Trolley procurement	\$67.96
10/15/21	Expedia	Trolley procurement	\$30.58
10/18/21	Fat Head BBQ	Bosses Day Lunch with Admin Team	\$98.90
10/22/21	Sassy Thai	Offsite Personnel	\$64.80
			<b>\$640.93</b>
<b>TABATHA WELCH</b>			
09/29/21	Conference Solutions	Credit	\$35.00
10/06/21	Facebook	Credit	\$10.83
09/28/21	Red Robin	NHRMA Conference	\$20.49
10/01/21	Hyatt Regency Portland	NHRMA Conference	\$897.35
10/01/21	Hyatt Regency Portland	NHRMA Conference	\$6.35
10/04/21	Indeed	Recruitment	\$255.45
10/06/21	Crystal Sierra Springs	Water Delivery	\$176.90
10/14/21	Las Margaritas	Offsite Personnel/Tabatha & Kendra	\$32.90
10/14/21	Hulu	Monthly Cable	\$64.99
10/18/21	Endicia	Postage	\$24.99
10/20/21	ID Wholesaler	Office Supplies	\$31.21
10/22/21	Endicia Store	Postage	\$40.36
			<b>\$1,505.16</b>
<b>CLAYTON NORRBOM</b>			
10/01/21	Panda Express	Training Lunch (Parker L)	\$18.05
10/06/21	Tora Sushi	Training Lunch (Ed K)	\$32.85
10/20/21	La Mexicana Restaurant	Training Lunch (Raylene P)	\$24.39
09/14/21	Panda Express	Training Lunch (Raylene P)	\$21.50
			<b>\$96.79</b>
		<b>STATEMENT TRUE UP</b>	<b>\$0.20</b>
		<b>ADDITIONAL PAYMENT MADE</b>	<b>-</b>
		<b>Charges total</b>	<b>\$1,802.45</b>
		<b>Grand Total</b>	<b>\$1,802.25</b>

APPROVAL

DATE




**October 2021 Statement**

Open Date: 09/24/2021 Closing Date: 10/25/2021

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

Account:

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

<b>New Balance</b>	<b>\$1,802.25</b>
<b>Minimum Payment Due</b>	<b>\$19.00</b>
<b>Payment Due Date</b>	<b>11/22/2021</b>

<b>Reward Points</b>	
Earned This Statement	3,393
Reward Center Balance as of 10/24/2021	27,260
For details, see your rewards summary.	

<b>Activity Summary</b>		
Previous Balance	+	\$3,039.68
Payments	-	\$3,039.68 <sup>CR</sup>
Other Credits	-	\$3,498.14 <sup>CR</sup>
Purchases	+	\$4,198.54
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits	+	\$1,101.85
Fees Charged		\$0.00
Interest Charged		\$0.00
<b>New Balance</b>	<b>=</b>	<b>\$1,802.25</b>
<b>Past Due</b>		<b>\$0.00</b>
<b>Minimum Payment Due</b>		<b>\$19.00</b>
Credit Line		\$10,000.00
Available Credit		\$8,197.75
Days in Billing Period		32

**Payment Options:**



 Mail payment coupon  
with a check

 Pay online at  
[myaccountaccess.com](http://myaccountaccess.com)

 Pay by phone  
1-866-552-8855

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

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

-  to pay by phone
-  to change your address

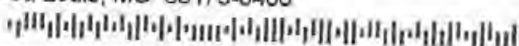
000034000 02 SP 000638983208895 P Y

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


Account Number	
Payment Due Date	11/22/2021
New Balance	\$1,802.25
Minimum Payment Due	\$19.00

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

**Cardmember Service**

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


**Visa Business Rewards Company Card**
**Rewards Center Activity as of 10/24/2021**

Rewards Center Activity*	0
Rewards Center Balance	27,260

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

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	2,412	35,738
Gas, Restaurants & Telecom Double Points	981	9,513
<b>Total Earned</b>	<b>3,393</b>	<b>45,251</b>

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

**Important Messages**

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

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

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

Please note, for the Auto Rental Collision Damage Waiver, Extended Warranty Protection and Purchase Security benefits, coverage is not provided for losses caused by or resulting from a cyber incident. You can find additional detail here <https://www.chubb.com/us-en/cyberlimitation.html>

Transactions		PILANT, DOUGLAS		Credit Limit \$5000	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Other Credits</b>					
10/08	10/07	7943	ADOBE CREATIVE CLOUD 4085366000 CA MERCHANDISE/SERVICE RETURN	\$129.52	CR
<b>Purchases and Other Debits</b>					
09/27	09/27	0068	VIRTUALPOSTMAIL.COM 909-235-6245 CA	\$25.00	_____
09/30	09/29	4085	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$40.00	_____
10/07	10/06	5563	ADOBE *800-833-6687 ADOBE.LY/ENUS CA	\$179.88	_____
10/15	10/14	0773	Amazon.com*2710D0RM1 Amzn.com/bill WA	\$25.51	_____
10/21	10/20	3225	SQ *FAT HEAD BBQ TILLAMOOK OR	\$29.90	_____
<b>Total for Account 4798 5100 5350 7808</b>				<b>\$170.77</b>	

Continued on Next Page



Transactions		BOND, CATHY			Credit Limit	\$2500
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation	
<b>Purchases and Other Debits</b>						
09/24	09/23	3582	TILLAMOOK ELECTRONICS TILLAMOOK OR	\$22.00	_____	
09/24	09/23	5160	ADOBE CREATIVE CLOUD 800-443-8158 CA	\$79.99	_____	
10/04	10/02	6808	AMZN Mktp US*2C34Q6SL0 Amzn.com/bill WA	\$89.94	_____	
10/04	10/02	2494	ENDICIA 800-576-3279 CA	\$9.95	_____	
10/06	10/05	9346	ADOBE ACROPRO SUBS 408-536-6000 CA	\$24.99	_____	
10/15	10/15	8747	FIELDPRINT INC 888-291-1369 PA	\$12.50	_____	
10/25	10/23	3304	LANGUAGE LINE, INC. 800-7526096 CA	\$3.95	_____	
10/25	10/23	8386	LANGUAGE LINE, INC. 800-7526096 CA	\$27.65	_____	
10/25	10/23	8907	BEST WESTERN HOTELS 503-2869600 OR	\$28.91	_____	
10/25	10/23	0706	ADOBE CREATIVE CLOUD 800-443-8158 CA	\$79.99	_____	
10/25	10/22	0965	IRON MOUNTAIN 800-934-3453 MA	\$319.55	_____	
<b>Total for Account</b>				<b>\$699.42</b>		

Transactions		NORRBOM, CLAYTON			Credit Limit	\$2500
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation	
<b>Purchases and Other Debits</b>						
10/01	09/30	8879	PANDA EXPRESS #1115 HILLSBORO OR	\$18.05	_____	
10/06	10/05	2209	TORA SUSHI LOUNGE TILL TILLAMOOK OR	\$32.85	_____	
10/20	10/18	7854	LA MEXICANA RESTAURANT TILLAMOOK OR	\$24.39	_____	
10/25	10/22	2464	PANDA EXPRESS #1115 HILLSBORO OR	\$21.50	_____	
<b>Total for Account</b>				<b>\$96.79</b>		

Transactions		REED, MICHAEL			Credit Limit	\$3500
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation	
<b>Purchases and Other Debits</b>						
09/27	09/25	9836	AMZN Mktp US*2C9UN2EE1 Amzn.com/bill WA	\$329.70	_____	
09/30	09/28	4486	SAFEWAY #2723 TILLAMOOK OR	\$11.97	_____	
09/30	09/29	9702	AMZN Mktp US*2C6CT7JW2 Amzn.com/bill WA	\$36.82	_____	
10/15	10/14	8650	FRONTIER YCVNXW DENVER CO FERRARA/S 10/26/21 PORTLAND ORE TO LAS VEGAS LAS VEGAS TO PORTLAND ORE	\$67.96	_____	
10/15	10/14	3592	EXPEDIA 72180262240417 EXPEDIA.COM WA	\$30.58	_____	
10/18	10/15	8927	SQ *FAT HEAD BBQ TILLAMOOK OR	\$98.90	_____	
10/22	10/21	7146	SQ *TILLAMOOK SASSY EX Tillamook OR	\$64.80	_____	
<b>Total for Account</b>				<b>\$640.73</b>		

Continued on Next Page

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

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Other Credits</b>					
09/29	09/28	6906	CONFERENCESOLUTIONS 5032444294 OR MERCHANDISE/SERVICE RETURN	\$35.00	CR
10/06	10/06	8730	FACEBK RQ6ZA5BRG2 650-5434800 CA MERCHANDISE/SERVICE RETURN	\$10.83	CR
<b>Purchases and Other Debits</b>					
09/28	09/27	9805	RED ROBIN NO 92 PORTLAND OR	\$20.49	
10/01	09/29	8597	HYATT REGENCY PORTLAND PORTLAND OR	\$897.35	
10/01	09/29	2404	HYATT REG PORTLAND F&B PORTLAND OR	\$6.35	
10/04	10/01	7638	INDEED 203-564-2400 CT	\$255.45	
10/06	10/05	1555	WATER - COFFEE DELIVER 800-4928377 GA	\$176.90	
10/14	10/13	3614	SQ *LAS MARGARITAS Tillamook OR	\$32.90	
10/14	10/13	3065	HLU*Hulu 1934589745426 HULU.COM/BILL CA	\$64.99	
10/18	10/15	7374	ENDICIA 800-576-3279 CA	\$24.99	
10/20	10/18	2231	ID WHOLESALER 800-3214405 FL	\$31.21	
10/22	10/21	5141	ENDICIA STORE 800-576-3279 CA	\$40.36	
<b>Total for Account</b>				<b>\$1,505.16</b>	

**Transactions**      **WAKEMAN, SHANNON**      **Credit Limit \$2500**

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Other Credits</b>					
10/05		5847	PROV FR CR FACEBK CWP3A77QG2 # 7752 CREDIT ADJUSTMENT	\$400.00	CR
10/05		5850	PROV FR CR FACEBK PVT7677QG2 # 7550 CREDIT ADJUSTMENT	\$250.00	CR
10/05		5852	PROV FR CR FACEBK D9BC377QG2 # 7258 CREDIT ADJUSTMENT	\$250.00	CR
10/05		5854	PROV FR CR FACEBK 8DCYV7TQG2 # 7743 CREDIT ADJUSTMENT	\$201.85	CR
10/06	10/06	8721	FACEBK 5EXJM77RG2 650-5434800 CA MERCHANDISE/SERVICE RETURN	\$106.01	CR
10/06	10/06	8721	FACEBK THB6R5BQG2 650-5434800 CA MERCHANDISE/SERVICE RETURN	\$99.53	CR
10/06	10/06	8738	FACEBK U7MR27BQG2 650-5434800 CA MERCHANDISE/SERVICE RETURN	\$125.00	CR
10/06	10/06	4944	FACEBK 8DCYV7TQG2 650-5434800 CA MERCHANDISE/SERVICE RETURN	\$201.85	CR
10/06	10/06	4947	FACEBK LBL3M7BQG2 650-5434800 CA MERCHANDISE/SERVICE RETURN	\$116.65	CR
10/06	10/06	5859	FACEBK YUEXF77QG2 650-5434800 CA MERCHANDISE/SERVICE RETURN	\$600.00	CR

Continued on Next Page

**Transactions**      WAKEMAN, SHANNON      Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
10/06	10/06	5859	FACEBK CWP3A77QG2 650-5434800 CA MERCHANDISE/SERVICE RETURN	\$400.00	CR _____
10/06	10/06	5850	FACEBK PVT7677QG2 650-5434800 CA MERCHANDISE/SERVICE RETURN	\$250.00	CR _____
10/06	10/06	5859	FACEBK D9BC377QG2 650-5434800 CA MERCHANDISE/SERVICE RETURN	\$250.00	CR _____
10/06	10/06	5851	FACEBK 5WF9X5FQG2 650-5434800 CA MERCHANDISE/SERVICE RETURN	\$71.90	CR _____
<b>Purchases and Other Debits</b>					
09/24	09/24	7554	FACEBK 5SG2W7KAC2 650-5434800 CA	\$25.00	_____
09/27	09/23	1587	RODEO STEAK HOUSE - TI TILLAMOOK OR	\$35.48	_____
09/28	09/28	7553	FACEBK YUEXF77QG2 650-5434800 CA	\$600.00	_____
09/29	09/29	6750	FACEBK ZX7H277AC2 650-5434800 CA	\$35.00	_____
10/01	09/30	7743	FACEBK 8DCYV7TQG2 650-5434800 CA	\$201.85	_____
10/08		5939	REV PROV FR CR FACEBK 8DCYV7TQ # 7743 DEBIT ADJUSTMENT	\$201.85	_____
10/08		5938	REV PROV FR CR FACEBK CWP3A77Q # 7752 DEBIT ADJUSTMENT	\$400.00	_____
10/08		5937	REV PROV FR CR FACEBK PVT7677Q # 7550 DEBIT ADJUSTMENT	\$250.00	_____
10/08		5935	REV PROV FR CR FACEBK D9BC377Q # 7258 DEBIT ADJUSTMENT	\$250.00	_____
10/18	10/17	4346	Amazon Prime*274Y99S82 Amzn.com/bill WA	\$12.99	_____
<b>Total for Account</b>				<b>\$1,310.62</b>	<b>CR</b>

**Transactions**      BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Payments and Other Credits</b>					
10/15	10/15	8	PAYMENT THANK YOU	\$175.38	CR _____
10/15	10/15	8	PAYMENT THANK YOU	\$2,864.30	CR _____
<b>Total for Account</b>				<b>\$3,039.68</b>	<b>CR</b>

<b>2021 Totals Year-to-Date</b>	
Total Fees Charged in 2021	\$0.00
Total Interest Charged in 2021	\$0.00

# nwCONNECTOR

Coordinating Committee **Zoom** Meeting

November 12, 2021

10:00 am—12:00 pm





Join Zoom Meeting:

<https://us02web.zoom.us/j/87552290259>

Call In: 1 253 215 8782

Meeting ID: 875 5229 0259

## Agenda

10:00— 10:05a	1. Introductions. Welcome to guests.	Doug Pilant
10:05— 10:25a	2. Consent Calendar ( <b>Action Items</b> )  October 8, 2021 Meeting Minutes (Attached)  October 2021 Financial Report  Ridership Tracking	Doug Pilant/All
10:15— 10:45a	3. NWOTA Standing Items  Marketing  Open Trip Planner Discussion	Juliet Eldred Doug Pilant/All
10:45— 11:15a	4. Token Transit	Doug Pilant
11:15— 11:30a	5. Sanitation Grant Update	All
11:30— 12:00p	6. Other Business and Member Updates -Micro Transit	All

### Attachments:

October 8, 2021 Meeting Minutes  
 Ridership/Passenger Mile Tracking  
 Financial 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 Sarah Lu Heath at 971.328.2877 at least 48 hours prior to the meeting.

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



NWOTA

October 8, 2021

Called to order at 10:04a

Introductions

Shannon Wakeman, Arla Miller, John Dreeszen, Jeff Hazen, Doug Pilant, Juliet Eldred, Brad Dillingham

Consent Calendar

Minutes – Add Chris Perry in attendance; a few typos.

Financial Report – Question on capital expense of \$604 which was early equipment for the Germ Foggers.

Ridership Tracking – request one sheet recap, Connector Outcomes by Agency on Performance Calculator; also the YOY tracking doc.

Consent calendar approval moved by John Dreeszen, seconded by Jeff Hazen, motion passed.

NWOTA Standing Items:

Marketing Update, Juliet Eldred

Are we open to using FB ad budget for Job Opening postings? Discussion was in agreement that individual agencies have different processes and advertise locally, opposed to regionally.

Some ideas to market: dial a ride, micro transit, trip planner. Juliet is looking for content ideas and has a goal of 1-2 FB posts per week.

Trillium TSP Discussion:

Doug has Thomas coming to the TCTD Board next month; and requested a conversation with Chris Perry to get a current status and introduce the larger ITS4US project. The conversation around December 2020 implied that Trillium was to seek another vendor hosting, which would bring down the cost.

From the September discussion with Trillium, we don't expect to see costs go down noticeably in the next year. It looks like January will be the earliest we could understand the technology landscape.

With expenses this year for Facebook and additional OTP costs, we are probably over our budget.

Marketing Budget is murky – We need to research the contracts (marketing and website) and get back on a productive schedule. John would like to see scopes for the contracts, deliverables, and current state of funds dispersed against contracts.

This should be an agenda topic for November meeting.

Invoicing concerns continue with Trillium, as we have received an invoice request full contract payment in advance. Arla mentions that contractors requesting to be paid in advance or without descriptions of work can lead to disbarment from ODOT if they cannot provide correct invoicing.

Thus far, attempts at clarifying communication and understanding project needs with Trillium have not succeeded. We wonder if Vermont really did cancel GTFS flex due to its cost?

## Microtransit & Driver Shortage

Concerns that the driver shortage will be persistent for a long period of time, and how we would continue to deliver transit services to our communities. One alternative model is micro transit. For example, a previous program in Medford partners with taxis to get folks to bus stops, and this increased ridership on buses. Contracting with taxis is no longer feasible due to drug and alcohol policy.

Routes with less than 6 passengers per hour could benefit from an on-demand service.

In Columbia County, suspended services were all below 6 people per hour. Now N Columbia Co is providing more rides per day via dial-a-ride than with a fixed route; w 40-50 riders a day and is gaining revenue. Mileage based fare is getting a few calculation glitches worked out.

In Tillamook County Dial-A-Ride fare revenue is up with mileage based calculations. Anticipated pushback never materialized. Anecdotally, increased fares were seen as fair and valuable.

In Benton, they've been using a 2010 fare system and an update would be beneficial to the agency. BAT mentioned current low-ridership concerns but seasonality is important as well. Concerned that replacing fixed routes with demand response moves away from the concept of mass transit.

Schedule flexibility is being used in Columbia County; drivers have both a couple fixed routes and some hours on demand in a single day schedule. 2.5 trips per hour-ish, right now.

Clatsop County is researching micro transit in-depth. Vision could include keeping Route 101 and having micro transit in cities. Can we change our model to micro transit with fewer drivers? Studies from LTD and other agencies are available for review. Impacts to the Connector should be considered.

By having smaller vehicles, CDLs would not be necessary and could help lessen the driver shortage. Existing contracts would need to be reviewed and amended should that come to fruition.

This topic should stay on the agenda.

### Sanitation Grant Update:

Invoices are in from all agencies; last item outstanding is a PO from SETD. TCTD will then pay the full amount owed to Germ Fogger. Arla says a quick reimbursement is possible to keep our quarters clean.

Germ Fogger grant extended to March 2022.

Solutions options exist but non-toxic are expensive. Distilled water may not be necessary, as we could order extra nozzles and/or lean clogged nozzles with white vinegar.

### Round Table Updates:

Columbia Co: John has an opening for his admin assistant; lost his due to competitive wage offer. Good news is that another job listing was compatible, and replacement has been found. Operationally, things have been pretty calm, on the edge of a driver shortage.

Clatsop Co: cutting services resulted in 14% loss in ridership. Drivers are still working 6 days a week. Training incarcerated individuals is still being researched and Jeff has met with NW Workforce Boards as well as Dept of Corrections and Sheriffs Dept. Recruitment package for parole officers have been put together and they will be referring potential driver candidates. On a state-wide level, Dept of Correction and DMV met. They are interested in the program with a caveat that trainees are not exclusively for



transit. Simulator for training on a trailer would be the best option for prisons as it's mobile and can serve different areas, would also need to serve other CDL needs. National conversation is also progressing with Work Force Board from across the County, in conjunction with Julia Castillo. CTA webinar on driver shortage included bit on training incarcerated; some tips included a short application process, online if possible; Indeed.com is best platform; use the single word 'driver' for postings. SETD is researching taking their apps online.

Benton Co: The inaugural Outreach October is underway, surveying riders with largely positive feedback. Still considering another coast to valley line, but on hold due to current uncertainty. New dispatch software is on the horizon and new camera system. In May North Albany service began (regular Albany part of Linn County) and thus far has not been very successful. New Amtrak interline agreement is signed with a new stop directly at OSU. Also having driver shortage, but without need to curtail service although paratransit is impacted.

ODOT: Bus Stops (Warrenton, Pac City, and Waldport) need to be signed and returned to Arla.

Tillamook Co: Moved Hillsboro bus stop to share with The Point. Kick-off meeting to plan third trip on Route 5 to Portland, with good attendance. Cancelled route from Banks-Hillsboro was brought up as a disappointment. Coos County reached out and had many concerns with Ecolane and Doug lent a good recommendation to Ecolane. The idea of having a 'user group' for Ecolane folks might support Coos. Doug is working on DCE for Arla.

**Tillamook County Transportation District**

Financial Statement

08 - Northwest Oregon Transit Allia  
From 10/1/2021 Through 10/31/2021

Resources	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%
Working Capital						
3500	0.00	0.00	0.00	65,000.00	(65,000.00)	0.00%
NWOTA Partner Conl. Match						
4225	12,000.00	0.00	24,000.00	163,121.00	(139,121.00)	14.71%
Transfer From General Fund						
4911	0.00	0.00	12,000.00	234,188.00	(222,188.00)	5.12%
Transfer from STIF Fund						
4918	0.00	0.00	0.00	618,035.00	(618,035.00)	0.00%
<b>Total Resources</b>	<b>12,000.00</b>	<b>0.00</b>	<b>36,000.00</b>	<b>1,080,344.00</b>	<b>(1,044,344.00)</b>	<b>3.33%</b>
Expenses						
Materials and Services						
Professional Services						
5100	0.00	437.50	2,456.60	5,250.00	2,793.40	46.79%
Administrative Support						
5101	7,034.29	1,666.67	7,034.29	25,000.00	17,965.71	28.13%
Website Maintenance						
5102	0.00	4,195.83	0.00	50,350.00	50,350.00	0.00%
Marketing						
5190	0.00	3,333.33	0.00	40,000.00	40,000.00	0.00%
Website Re-Design						
5191	0.00	6,250.00	0.00	0.00	0.00	0.00%
<b>Total Materials and Services</b>	<b>7,034.29</b>	<b>15,883.33</b>	<b>9,490.89</b>	<b>120,600.00</b>	<b>111,109.11</b>	<b>7.87%</b>
Transfers						
Transfer to General Fund						
9130	0.00	0.00	3,000.00	3,000.00	0.00	100.00%
Unappropriated Ending Fund Bal						
9180	0.00	0.00	0.00	1,400.00	1,400.00	0.00%
<b>Total Transfers</b>	<b>0.00</b>	<b>0.00</b>	<b>3,000.00</b>	<b>4,400.00</b>	<b>1,400.00</b>	<b>68.18%</b>
Capital Outlay						
Capital Purchases						
Bus Stop Signage/Shelters						
6040	0.00	0.00	0.00	767,544.00	767,544.00	0.00%
Other Capital Projects						
6050	143,730.87	0.00	144,371.68	187,800.00	43,428.32	76.87%
<b>Total Capital Purchases</b>	<b>143,730.87</b>	<b>0.00</b>	<b>144,371.68</b>	<b>955,344.00</b>	<b>810,972.32</b>	<b>15.11%</b>

Monthly BOD Report w/YTD Budget & Variance

Page: 1

Date: 11/2/21 04:53:14 PM

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

08 - Northwest Oregon Transit Allia  
 From 10/1/2021 Through 10/31/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%
Total Capital Outlay	<u>143,730.87</u>	<u>0.00</u>	<u>144,371.68</u>	<u>955,344.00</u>	<u>810,972.32</u>	<u>15.11%</u>
Total Expenses	<u>150,765.16</u>	<u>15,883.33</u>	<u>156,862.57</u>	<u>1,080,344.00</u>	<u>923,481.43</u>	<u>14.52%</u>

**Tillamook County Transportation District**  
Board of Directors Regular Monthly Meeting  
Thursday, October 21, 2021 – 6:00PM  
Transportation Building  
3600 Third Street, Tillamook, OR  
**Meeting Minutes**



1. Call to Order: Acting Chair Mary Johnson called the meeting to order at 6:01pm.
2. Pledge of Allegiance

Dir. Holm asked when it was decided to record the meeting and said that he doesn't recall that it was. Dir. Adler and Dir. Hanenkrat said they don't recall agreeing either and requested it be put on the agenda for the next meeting. Recording was stopped at 6:03pm.

3. Roll Call:

**Present**

**TCTD Board of Directors**

Mary Johnson, Acting Chair (zoom)  
Gary Hanenkrat, Treasurer (zoom)  
Linda Adler, Secretary (zoom)  
Melissa Carlson-Swanson, Director (zoom)  
Judy Riggs, Director (zoom)  
Marty Holm, Director (zoom)

**TCTD Staff**

Doug Pilant, General Manager  
Tabatha Welch, Finance Supervisor  
Cathy Bond, NW Rides Brokerage Manager  
Shannon Wakeman, Admin Assistant/ Board Clerk  
Mike Reed, Operations Superintendent

**Guest**

Elizabeth Rosso, General Counsel  
Heidi Munson, Innovo Legal Advisors  
Chris Kell, citizen from Tillamook  
Jackie Edwards, citizen from Garibaldi  
Arla Miller, representing ODOT  
Joe Warren, representing Tillamook Headlight Herald  
Nancy Burgi-Oleson, citizen from south county  
Kathy Kleczek, NW Transportation Options  
Jeff Hazen, SETD Executive Director, TCTD TAC Member

4. Announcements and Changes to Agenda: None.

5. Public & Guest Comments:

- a. Chris Kell: Commented that she was disturbed at Pat Patterson's Letter to Editor in the October 19 Headlight Herald. She served on Board of Directors and formed a working relationship with Pat, and expressed concern that he is being manipulated into complaints about the District.
- b. Kathy Kleczek: Reported that the annual Get There Challenge has concluded and thanked all who participated. 1,405 participants. Logged 18,200 trips.

6. Executive Session: The Board, General Manager and TCTD staff went into Executive Session at approximately 6:10pm for the purpose of discussing labor negotiations, as authorized under ORS 192.660(2)(d) and for the purpose of consulting with Legal Counsel, as authorized under ORS 192.660(2)(h). Members of the News Media were permitted to attend but are unable to report on anything that was discussed in the Executive Session that is protected under this statute.

The regular session resumed at 6:56pm. Following Executive Session:

**Motion** made by Dir. Holm authorizing the general manager to execute to terms of the Memorandum of Agreement with the ATU to implement an employee hiring and retention bonus plan. *Motion seconded* by Dir. Adler.

**Motion Passed**

By Directors Hanenkrat, Carlson-Swanson, Adler, Riggs, Holm, and Acting Board Chair Johnson.

Discussion followed regarding extending hiring and retention bonuses and COVID incentives to non-represented staff. Finance Supervisor Tabatha Welch reported that the total amount referenced for the cost of the program, which was provided in the Executive Session, included the cost for non-represented staff. FS Welch said that details of agreement mirror the other except retention bonus is 3 months instead of 6 months. Costs specific to non-represented staff are \$65,000 for administrative staff and \$30k for brokerage staff.

Motion made by Dir. Holm authorizing the general manager to implement a hiring and retention bonus plan for the District's non-represented employees. *Motion seconded* by Dir. Carlson-Swanson.

**Motion Passed**

By Directors Hanenkrat, Carlson-Swanson, Adler, Riggs, Holm, and Acting Board Chair Johnson.

7. Election of Officers

Dir. Hanenkrat asked if we could wait until we have a full board to elect officers. Dir. Adler agreed. Dir. Riggs stated that she doesn't see the point since people with more experience should be in officers positions.

Dir. Riggs nominated Dir. Carlson-Swanson for chair. Dir. Carlson-Swanson declined. Dir. Adler nominated Dir. Johnson. Dir. Johnson accepted. Dir. Holm seconded the nomination. Dir.'s Holm, Adler, Hanenkrat, Johnson, and Carlson-Swanson voted in favor

of Dir. Johnson serving as Chair. Dir. Riggs voted nay. Vote passes in favor of Dir. Johnson.

Dir. Holm nominated Dir. Riggs for vice chair. Dir. Riggs accepted. Dir. Hanenkrat seconded the nomination. Dir.'s Holm, Adler, Hanenkrat, Johnson, and Carlson-Swanson voted in favor of Dir. Johnson serving as Chair. Vote passes in favor of Dir. Riggs.

## **REPORTS**

8. Financial Report: Finance Supervisor Tabatha Welch reviewed the TCTD year-to-date financial reports through September 2021.  
Dir. Adler asked about Fred Meyer card charges being almost two months old. FS Welch clarified that we have not had a lot of activity on this account, and that sometimes the statement is received after the financials are prepared for the packet. Dir. Adler asked for information on the disputed charges. FS Welch reported that two company cards had been compromised, hers and AA Wakeman, and that the charges were disputed, the compromised cards cancelled, and new cards issued. Dir. Adler asked about the lunches the District staff has and wants to know who was there. Dir. Hanenkrat asked for more of a description for these charges. GM Pilant said more information would incorporate that into future Visa reports.
9. Service Measure Performance Report: GM Pilant gave the service performance report. Despite negative impacts of COVID the year over year ridership has increased across all service types.  
Dir. Hanenkrat said that the monthly performance report has two year to date columns that are 21-22 and indicated that would should possibly be calendar year-to-date.  
Dir. Adler asked if the District is no longer working with Helping Hands. GM Pilant explained that the District no longer uses dial-a-ride to provide the shuttle and is now serving their facility through the new Route 2B.
10. Northwest Oregon Transit Alliance: GM Pilant reported that all partners are experiencing driver short falls and are looking at adaptive responses. Also reported that germ fogger grant is almost complete.
11. Planning & Development:
  - A. Champion Park Apartments: GM Pilant reported that the project is still in final review at the county. Next step is to work with contractor to build the facility. Shelter will not arrive until late January at the earliest due to supply chain issues.
  - B. Coastliner Route 5 Service Plan: GM Pilant reported that the consultants are developing service suggestions and we look forward to reviewing them in the next few weeks.
  - C. RFP for Coordinated Human Services Plan: GM Pilant said two proposals were received from RLS and Kittelson. A work group will be evaluating and scoring proposals and expect to have contract ready to approve at November meeting.

- D. RFP for Customer Service Staffing Plan: GM Pilant reported on the process of reviewing proposals for long range staffing efficiency. Also implementing mobility management program.
- E. PC bus stop: Coordinating with County for approval to complete environmental study.

12. Grant Funding: No Report

13. Facility/Property Management:

- a. Transit Center: GM Pilant explained that it's on the agenda tonight to approve contract to design the remodel.
- b. Propane Facility: GM Pilant explained that this is still in review process.

14. NW Ride Brokerage: NW Rides Brokerage Manager Bond explained that things are going pretty well. Ridership is slowly increasing. Remaining with one year delegate agreements.

15. Miscellaneous: GM Pilant explained that the Board and Budget committee calendars are on consent calendar to be approved tonight. Also briefly explained the Wave Broadband agreement under Action Items. He mentioned that the Cloverdale wayside project is expected to kickoff with conversations in January. A tentative agreement with ODOT and Garibaldi has been reached on the locations for 4 new bus stops to coincide with Highway 101 ADA improvements. 2 stops going northbound and 2 stops going southbound. Finally, he received an email today from Arla Miller with ODOT alerting him that Greyhound has been acquired by a company called FlixBus. How this may impact schedules and services is unknown.

### **CONSENT CALENDAR**

16. Motion to approve the Revised Minutes of September 14, 2021 TAC Review Committee

17. Motion to Approve the Minutes of September 23, 2021 Regular Board Meeting

18. Motion to Accept the TCTD September 2021 Financial and Service Reports

19. Motion to approve the annual 2022 board calendar

20. Motion to approve the FY 2022-23 budget calendar

Dir. Riggs indicated that Kathy Kleczek's name wasn't added to revised minutes roster. She also pointed out that the regular minutes- 5A- third line down- "is August" should be updated to "in August".

Dir. Adler expressed that she sent corrections of the TAC Review Committee minutes to staff and was dismayed that the "corrections were written off with single sentence". AA Wakeman says this was done at the direction of general counsel. Dir. Adler stated that this isn't how she wanted it done and reminded staff that she is the Board Secretary. General Counsel Rosso stepped into the conversation and said the minutes are legally sufficient as they are and that minutes are not required to be verbatim but only to convey very basic information. Dir. Adler expressed her opinion that they are deceptive and that she has the right to feel that way.

NWRBM Bond pointed out that Item 5 of the TAC Review Committee minutes should be updated from Mr. Adler to Mrs. Adler.

Dir. Adler asked about the regular Board Meeting minutes stated some things that didn't happen at the meeting. AA Wakeman explained that those items were put in italicized font to indicate they are an explanation of changes, additions, or attachments.

**Motion** by Director Holm to approve Consent Calendar with corrections as noted. *Motion Seconded* by Director Riggs.

All in Favor: Dirs. Johnson, Holm, Riggs, Carlson-Swanson, Hanenkrat.  
Opposed: Dir. Adler

**Motion Passed**

### **ACTION ITEMS**

21. Motion to Approve Resolution # 21-38 In the Matter of Authorizing the General Manager to Execute a Personal Services Agreement with Mark DiLoreto to Provide Architectural and Planning Design Services.

Dir. Adler asked why the contract was for so much and if the District plans to remodel the kitchen at the main office. GM Pilant referred to meeting packet and explained that the amount should be \$15,800. Dir. Adler asked if the District solicited other bids. GM Pilant explained that since the project amount is low the District is allowed to do a direct appointment. GM Pilant explained that Planning Solutions already has all of the Transit Center and Administrative Building information in their CAD system, so other bids would cost more because they have to rebuild drawings. Therefore, this proposal is efficient and cost effective. Dir. Adler asked when last time kitchen was remodeled at transit center. GM Pilant explained that there is no kitchen at the Transit Center and the kitchen at the administration building was built in 1978 and has never been remodeled. Dir. Adler asked if anyone was in favor of this. Dir. Holm said yes and that from his experience these costs are very reasonable.

**Motion** by Dir. Holm to Approve Resolution # 21-38 In the Matter of Authorizing the General Manager to Execute a Personal Service Agreement with Mark DiLoreto to Provide Architectural and Planning Design Services. *Motion Seconded* by Dir. Carlson-Swanson.

**Motion Passed**

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

22. Motion to Approve Resolution # 21-39 in the Matter of Authorizing the General Manager to Execute an Amended Service Agreement with WAVE Business Solutions that Migrates the Current Agreement from Coastcom to Wave Business Broadband.

NWRBM Bond explained current contract and need to update agreement.

Dir. Adler added that her company switched to Wave service and have been very happy.

**Motion** by Dir. Adler to Approve Resolution # 21-39 in the Matter of Authorizing the General Manager to Execute an Amended Service Agreement with WAVE Business



Solutions that Migrates the Current Agreement from Coastcom to Wave Business Broadband. *Motion Seconded* by Dir. Holm.

**Motion Passed**

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

**DISCUSSION ITEMS**

**23. Board Position #6 Vacancy**

GM Pilant asked the Board how they would like to proceed and explained that the vacant term expires on June 30, 2023. He explained that the Board can decide to leave the position open until it's next regular election cycle or can appoint someone to fill the remaining term. Board Chair Johnson asked for input.

Dir. Holm explained that the position shouldn't be left vacant, as this opens the District up to having someone appointed by the Governor.

Board Chair Johnson asked what process for filling the position would be. GM Pilant explained that the District would post the open position and advertise for it, similar to the recent process undertaken by the Tillamook PUD. The number of applications received and the time it may take to receive a response could vary. After receiving applications, the next steps could involve reviewing applications, conducting interviews with the applicants, and deciding who to appoint.

Dir. Holm confirmed that the board has a lot of leeway to decide on process. Dir. Hanenkrat asked when next election is. GM Pilant says May 2023. Dir. Hanenkrat asked if we could add something to a ballot before then. Dir. Holm said that could be an option but District would have to fund special election. Dir. Hanenkrat suggested that be looked into. Dir. Riggs indicated that a special election in Garibaldi, with a comparably low number of voters, cost about \$9,600 so it would likely be very costly for the District. Dir. Hanenkrat said it shouldn't be if we aren't the only thing on the ballot.

Dir. Adler asked that additional information on the various options be gathered and then discussed at next meeting. Dir. Carlson-Swanson asked if that timeline would open the District up to appointment by Governor. Dir. Holm didn't think so but wasn't sure. General Counsel Rosso indicated that she isn't aware of a timeline but that an appointment could be made if majority of positions are open or if majority can't agree county can make appointment.

**24. Title VI Policy Review AA Wakeman gave a review of the refreshed Title VI policy. Dir.**

Carlson-Swanson thanked her for her work on the document and asked about inclusion of hiring practices and recruitment for positions and board. AA Wakeman responded yes, that the District is in process of ensuring outreach and documents are available in both English and Spanish. Dir. Carlson-Swanson said that this was an impressive LEP plan. Kathy Kleczek said these are great steps, she is part of statewide group working on LEP standards and best practices and this is great to see.

**25. Staff Comments/Concerns:**

GM Pilant told joke.

Operations Superintendent Reed: Took a few moments to speak to the workplace culture at the District, in response to comments made by a Board Member during

executive session. He explained that he started at the District in July, taking less money to work here but that he considers this a positive decision because he gets the opportunity to work with GM Pilant and the rest of the team. He gets to see a group of employees who are dedicated to what they do, and he oversees the drivers, dispatch, maintenance, and operations personnel. Over the summer the District experienced a period of rapid change, but that the people who work here deserve to be applauded. He stated that the District is a preferred employer and told a story of a new hire who mentioned that she received a job offer that paid more but decided to work for us because of our culture of support and compassion for our employees. The culture is a selling point of the District, and we are focused on the people.

Finance Supervisor Welch: Echoed what OS Reed said and expressed that it's hard to have the District culture attacked and such negative things said about the District. She explained that we work here every day and that has not been her experience. She said GM Pilant is a great leader and that she loves her work team, that she's been here for 6 years and that the statements made just aren't true from her perspective.

NW Rides Brokerage Manager Bond: Explained that she's been here for 11 years-longer than everyone except one driver. She experienced a hostile work environment during the first 18 months she was here, this is not that. She confirmed that GM Pilant is a great leader who has done a lot to improve the District and the culture. She said promoting a positive cultural is a top priority at the District and is at the top of job descriptions. She stated that lots of people talk to her because she's been here for so long and she hasn't heard complaints about a hostile work environment, just stress during uncertain times. She said the management team stepped up and rose to the occasion to support drivers, which is demonstrated by the recruitment and retention incentives passed tonight- if the District didn't care about retention, that wouldn't have been included. She does not believe the District has a bad culture and believes that an investigation into accusations of a hostile work environment would be a waste of time and resources, but that she's not worried because she knows it won't reveal anything amiss.

Administrative Assistant Wakeman: Echoed the thoughts of the rest of staff. She said there will always be someone who is unhappy at any employer, but her interactions with a variety of drivers have been positive and that they understand the challenges the District is facing and mitigating. She expressed that GM Pilant is a great leader and she feels fortunate to get to work with him and learn from him. She requested that the Board make a motion to approve recording the meetings, and asked for direction on the level of detail the Board would like to see in the minutes.

26. Board of Directors Comments/Concerns:

27. Dir. Carlson-Swanson: Thanked staff for courageous and thoughtful comments. Appreciated that they took the time to explain and give specific examples of what they shared. Happy and not surprised to hear about culture and thanked them for all they do to contribute to that. Thanked Board Chair Johnson and Dir. Riggs for stepping into leadership roles this evening.

Dir. Holm: Said he appreciates the work everyone is doing. Agreed with NWRBM Bond's comments that everyone is under stress. Asked to move meetings back to in person given that masking and other precautions can be taken. PUD has been meeting in person for quite a while. NCRD has been meeting in person. AA Wakeman added that tech upgrades have been completed in the board room.

Dir. Riggs: She asked Dir. Holm if PUD records meetings. Dir. Holm responded no. She said that Garibaldi records their meetings and that this can help with abbreviated minutes. She would love to resume meetings in person. Thanked employees for courage to speak up. Important to hear from you, you're there every day we are only here couple hours once per month. What you said was not a surprise. Thanked GM Pilant for keeping the team going.

Dir. Adler: Wanted to circle back and say that she's glad everyone is happy at the corporate level, but that communication and accountability are important. She believes an organizational review would be a good way to find out what's truly going on and get the District back on track to achieving service excellence. She asked the other Directors if they felt that way. Dir. Riggs said she didn't agree. Dir. Holm said if that's the direction the investigation leads towards. Dir. Hanenkrat agreed with Dir. Holm.

Dir. Hanenkrat: Asked if the District conducts exit interviews with employees. FS Welch says it is up to the employees, that they get to elect not to participate. Dir. Hanenkrat agreed but asked if they were offered the opportunity. FS Welch explained that there is currently no formal process but the District does ask employees and gives them an opportunity to write a letter or make a statement. Dir. Adler asked what happens to the exit interviews, if they get recorded and then forgotten about. OS Reed indicated that the staff departures during his time with the District have all elected not to. Dir. Hanenkrat said exit interviews can be positive. GM Pilant added that the District is in the process of updated the employee handbook and that a more formal process for exit interviews can be incorporated.

Board Chair Johnson: Thanked GM Pilant for his joke and for lightening the mood. She thanked everyone for their time and work. She expressed that she is hoping to see a more positive working relationship between board and staff and doesn't see why it can't happen.

28. Adjournment: Board Chair Johnson adjourned the meeting at 8:24pm.

**These minutes approved this 18<sup>th</sup> day of November, 2021.**

ATTEST:

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Mary Johnson, Board Chair

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Doug Pilant, General Manager

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

**Authorizing the General Manager to )  
Execute a 2022 Non-Emergent Medical )  
Transportation Services Delegation )  
Agreement and Business Associate )  
Agreement )**

**RESOLUTION NO. 21-40**

**WHEREAS**, CareOregon is a nonprofit organization that provides management services for and operates as a coordinated care organization as defined under Oregon law, and as such, CareOregon coordinates health care coverage for enrollees of the Oregon Health Plan ("OHP") or otherwise; and

**WHEREAS**, CareOregon is the sole member of Columbia Pacific CCO, LLC, ("CCO"), which has entered into a Health Plan Services Contract, Coordinated Care Organizations Contract and Cover All Kids Health Plan Services Contract (the "CCO Contract") with the State of Oregon, acting by and through its Oregon Health Authority ("OHA"); and

**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 CareOregon recognize that such a brokerage arrangement for NEMT services creates efficiencies for and is in the best interest of both parties; and

**WHEREAS**, on November 19, 2020, TCTD and Columbia Pacific CCO executed the "Columbia Pacific CCO Non-Emergent Medical Transportation Services Delegation Agreement" authorizing TCTD to act as a broker for NEMT services for Columbia Pacific CCO through December 31, 2021; and

**WHEREAS**, TCTD and CareOregon desire to enter into a new agreement that will authorize TCTD to continue to act as a broker for NEMT services for CareOregon through December 31, 2022; and

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

**WHEREAS**, TCTD and CareOregon desire to enter into the "2022 Non-Emergent Medical Transportation Services Delegation Agreement" and the "Business Associate Agreement" attached hereto.

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

the General Manager is authorized to finalize and execute the 2022 Non-Emergent Medical Transportation Services Delegation Agreement and the Business Associate Agreement on behalf of the Tillamook County Transportation District.

INTRODUCED AND ADOPTED this 18<sup>th</sup> day of November, 2021.

ATTEST:

By: \_\_\_\_\_  
Mary Johnson, Board Chair

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

**2022 NON-EMERGENT MEDICAL TRANSPORTATION SERVICES  
DELEGATION AGREEMENT**

This agreement ("Agreement") is between CareOregon, Inc. (hereinafter "CareOregon") 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](mailto:dpilant@tillamookbus.com)

hereinafter referred to as "Delegate."

**RECITALS**

- A. CareOregon is a nonprofit organization that provides management services for and operates as a coordinated care organization as defined under Oregon law, and as such, CareOregon coordinates health care coverage for enrollees of the Oregon Health Plan ("OHP") or otherwise;
- B. CareOregon is the sole member of Columbia Pacific CCO, LLC, ("CCO"), which has entered into a Health Plan Services Contract, Coordinated Care Organizations Contract and Cover All Kids Health Plan Services Contract, intentionally referred to in the singular in this Contract as the "CCO Contract", with the State of Oregon, acting by and through its Oregon Health Authority ("OHA");
- C. Delegate has the capacity and competency to perform delegated functions in furtherance of CCO's obligations to deliver non-emergent medical transportation ("NEMT") services under the CCO Contract; and
- D. The parties desire to contract with one another such that Delegate fulfills certain duties and obligations necessary to deliver NEMT services under the CCO Contract.

**GENERAL PROVISIONS**

**1. Effective Date and Duration**

The Agreement, effective as of January 1, 2021, is hereby amended and restated in its entirety effective as of January 1, 2022, "Effective Date". The amendment and restatement of this Agreement does not affect its terms and conditions for Work prior to January 1, 2022. Unless extended or terminated earlier in accordance with terms provided for in this Agreement, this Agreement shall expire on December 31<sup>st</sup>, 2022. 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:	Definitions
Exhibit B:	Statement of Work
Exhibit C:	Payment and Financial Reporting
Exhibit D:	Standard Terms and Conditions
Exhibit E:	Required Federal Terms and Conditions
Exhibit F:	Insurance
Exhibit G:	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”) effective October 1, 2019 and amended and reinstated in its entirety January 1, 2022 only to the extent that such terms and conditions relate to the subject matter herein. 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 and Delegate agree are commercially reasonable and appropriate in light of Delegate’s mission and objectives. Provided any inconsistency exists between any term or condition in this Agreement with the terms and conditions in the CCO Contract, this Agreement shall control to the extent that such inconsistency does not contradict or otherwise conflict with applicable law.

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 or its affiliates and Delegate as such policies and procedures relate to NEMT Services. 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 and more specifically, where relevant in the CCO Contract.
  
6. **Signatures.** This Contract Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original. By signatures below, the parties agree to be bound by the terms and conditions of this Agreement.

**CareOregon, Inc.**

**By:**

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Authorized Signature

Title

Date

**Delegate**

**By:**

---

Authorized Signature

Title

Date



**EXHIBIT A**  
**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.

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

- A. Express definitions in this Exhibit A,
- B. Express definitions elsewhere in this Agreement or in the CCO Contract,
- C. Definitions in OAR 410-120-0000 and OAR 410-141-3500.
  1. Terms Defined by this Agreement:
    - a. **“Agreement”** means this Non-Emergent Medical Transportation Services Agreement by and between CareOregon and Delegate including all exhibits, addenda and attachments, all of which are incorporated herein by reference.
    - b. **“Central Dispatch”** means the centralized authorization and dispatch call center for Rides, defined infra.
    - c. **“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 Oregon Health Plan rules under OAR 410-141-3500 et seq.
    - d. **“Member”** means an individual properly enrolled with CCO and eligible to receive Covered Services at the time services are rendered.
    - e. **“Member Reimbursement”** is defined as payment to a Member that includes but is not limited to miles, meals, and lodging.
    - f. **“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 which have been provided in writing to Delegate.
    - g. **“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.
    - h. **“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.
    - i. **“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.
    - j. **“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 B**  
**STATEMENT OF WORK**

1. **Member Rights.** (Derived in part from Exhibit B, Part 3 of the CCO Contract)

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, 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. 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.

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 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. **CCO Delegate Requirements.** The services provided under this Agreement are being delivered on behalf of CCO, as Delegate is performing on contractual obligations for specified health plan services. To the extent applicable to the terms of this Agreement, Delegate shall comply and cause all subcontractors to comply with the following provisions of the CCO Contract:

- i. All the general subcontractor requirements listed in Exhibit B, Part 4, Section 11 of the CCO Contract, to the extent the requirements apply to Delegate's scope of work under this Agreement.
- ii. 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.
- iii. Exhibit D, Sections 1, 2, 3, 4, 15, 16, 18, 19, 24, and 30-32, which address:
  - Governing Law, Consent to Jurisdiction
  - Compliance with Applicable Law
  - Independent Contractor
  - Representations and Warranties
  - Access to Records and Facilities; Records Retention; Information Sharing
  - Force Majeure
  - Assignment of Contract, Successors in Interest
  - Subcontracts
  - Survival
  - Equal Access
  - Media Disclosure
  - Mandatory Reporting
- iv. 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.
- v. Delegate will comply with the requirements listed in the CCO Contract, Exhibit N, to the extent Delegate has Access to OHA or State Data, Network, and Information Systems, and Information Assets as defined in the CCO Contract.

**4. Operations.** (Derived in part from Exhibit B, Part 2, Section 5 of the CCO Contract)

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. 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.
  - v. Delegate will provide online portal for Members and medical providers to schedule ride requests for Members already enrolled into NEMT services.
  - vi. 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 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.
  - ii. CCO will be responsible for submitting Member materials to OHA for approval. Member materials will include, but are not limited to:
    - [a] Rider Guide, printed and online accessible versions
    - [b] Member Satisfaction Surveys
    - [c] Call Center Scripts
- 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 Member's needs.
- ii. Policies and Procedures will include, but are not limited to:
  - [a] NEMT Member Communications & Materials
  - [b] Benefit Determinations
  - [c] Ride Assignments and Dispatch
  - [d] Pick up and Delivery
  - [e] Adverse Weather
  - [f] Disaster Preparedness & Emergency Planning
  - [g] Incidents & Accidents Reporting
  - [h] Non-Emergent Ambulance authorizations and payment
  - [i] Grievance and Appeals
  - [j] Network Management
  - [k] Quality Assurance Program
  - [l] NEMT Encounter Data Validation, Program & Payment Integrity
  - [m] Brokerage Manual and NEMT Provider Manual
- d. Delegate and CCO will collaborate to develop NEMT call center scripts for calls requesting NEMT services that include a sequence of questions and criteria that the NEMT call center representatives shall use to determine the Member's eligibility for NEMT services, the appropriate mode of transportation, the purpose of the trip, and all other pertinent information relating to the trip. CCO will be responsible for submitting call center scripts to OHA for approval

**5. 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) Access 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 vehicle-provided Rides based upon an assessment of a Member’s resources and abilities as directed in 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] Is ambulatory and the Member’s current level of mobility and financial independence;
    - [b] 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;
    - [c] Is under the age of twelve (12) and will be accompanied by an adult;
    - [d] Has any special conditions or needs, not known by CCO, and modify as may be required, the NEMT Services in accordance with OAR 410-141-3955;
    - [e] Requires Secured Transport in accordance with OAR 410-141-3940; and
    - [f] 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 section, 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.
    - [d] Unless there are safety or operational constraints, provide the name and telephone number of the NEMT driver to the Member and confirm the scheduled pick-up time and address with the Member not less than two (2) days prior to the scheduled pick-up time.
  - 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, and OAR 410-141-3955.
  - 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.

## 6. 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 that/who do 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 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.

**7. 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 in 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 NEMT rides provided under this Agreement 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 approved 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 do 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 network.
- 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 OARs 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 and any necessary travel to and from an airport or other departure location within Oregon, subject to the 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 the applicable rules and regulations and shall not seek additional reimbursements for these costs from CCO outside of the Payment Provisions in Exhibit C of this Agreement.
- c. Denials. 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 upon request, 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.

**8. Grievance and Appeals.** (Derived in part from Exhibit I of the CCO Contract)

- 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 develop Delegate's responsibility of 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 that which 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 availability in filing; 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 copies of the Notice of Actions that Delegate has sent to Members for submission to the State with the quarterly report.

**9. 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 ensure NEMT services meet all applicable vehicle equipment and driver requirements set forth in OAR 410-141-3925 and all local, state, and federal requirements applicable to NEMT.
- 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.

**10. Accountability and Transparency of Operations.** (Derived in part from Exhibit B, Part 8 of the CCO Contract)

**a. Record Keeping Requirements.**

- i. In accordance with ORS 414.572(2)(m), Delegate shall use best practices in the management of its finances, contracts, claims processing, payment functions and Provider Networks related to the Services.
- ii. Per the CCO Contract, Ex. B Part 8, Section 1, Delegate shall provide OHA or CCO (via OHA's requests forwarded to CCO) OHA's external quality review organization, or any of OHA's other designees, agents or subcontractors, or any combination thereof, with reasonable and timely access to Delegate's records and facilities and cooperate with such parties in the reasonable collection of information for the purposes of monitoring Delegate's performance of the Services, and cooperate with such parties in the collection of information for the purposes of monitoring compliance with this Agreement, including but not limited to verification of services actually provided, and for developing, monitoring and analyzing performance and outcomes. Collection methods may include, without limitation: consumer surveys, onsite reviews, financial reporting and financial record reviews, interviews with staff, and other means determined by OHA.
- iii. Delegate shall ensure record keeping policies and procedures are in accordance with 42 CFR §438.3(u). Notwithstanding any shorter retention period that may be required under 42 CFR §§438.5(c), 438.604, 438.606, and 438.608, Delegate shall maintain all records and documents related to this Agreement as specified in Exhibit D, Section 15 of the CCO Contract.
- iv. Delegate shall develop and maintain a record keeping system that meets all of the following standards:
  - [a] Is supported by written policies and procedures; and
  - [b] Allows Delegate to ensure that data received from Providers is accurate and complete by verifying the accuracy and timeliness of reported data; screening the data for completeness, logic, and consistency; and collecting service information in standardized formats.
- v. Delegate must review all of its internal record keeping policies and procedures which are pertinent to this Agreement on a biennial basis or as required by other sections in this Agreement.
- vi. Delegate must respond and comply in a timely manner to any and all requests from CCO or from OHA or its designee for information or documentation pertaining to Work outlined in this Agreement.

- b. **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 permit 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 and Exhibit N of the CCO Contract.
- c. **Access to Records.** Delegate shall maintain its Records and allow access to all records, documents, information systems, and facilities in accordance with Exhibit D, Section 11 of this Agreement

**d. Disclosure of Ownership Interests.**

- i. 42 CFR 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.
- ii. 42 CFR 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.
- iii. 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.
- iv. Delegate shall make the disclosures required by this Section 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.

- e. **Subrogation.** Delegate agrees to subrogate to OHA any and all claims the Delegate has or may have against any entity or individual that directly or indirectly receives funds under this Agreement, including, but not limited to any manufacturers, wholesale or retail suppliers, sales representatives, testing laboratories, or other Providers in the design, manufacture, Marketing, pricing, or quality of drugs, pharmaceuticals, medical supplies, medical devices, DMEPOS, or other products.

**11. Program Integrity.** (Derived in part from Exhibit B, Part 9 of the CCO Contract)

**a. 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 of 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
    - (6) Any deficiencies that have been identified by OHA or CCO related to work performed by Delegate.
  - [c] Allow CCO to perform Monitoring, audit, and other review processes for the purpose of determining and reporting compliance with the terms and conditions of this Agreement, including, without limitation, compliance with records security and retention policies and procedures.
- ii. 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.
  - iii. Delegate agrees to cooperate and participate with CCO and, when necessary, OHA in any monitoring, review, or oversight activities such as the Annual Subcontractor Performance Report expressed in this Exhibit B.
  - iv. 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. Information regarding OHA's authority and potential sanctions are contained in Exhibit B, Part 9 of the CCO Contract.
  - v. Upon identification 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 affected, or any other notable deficiencies or material breach(es) of this Agreement, Delegate shall cooperate with CCO in developing and implementing, within thirty (30) days, a Corrective Action Plan to remediate the identified issue(s) and establish care 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 as a result of reports and in execution of this section do not result in improved performance in identified areas of concern within ninety (90) days, CCO may require Delegate to intensify the rapid cycle improvement process. Subsequent actions may include terminating Agreement with Delegate.
- vi. The actions in this section are in addition to any other rights CCO may have under the Agreement, at law, or in equity.
- b. **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. In the event OHA imposes sanctions on Delegate due to any act or failure to act by CCO, CCO shall indemnify Delegate for any such sanction and shall cooperate with Delegate in the defense of any such sanction, including filing a request for Administrative Review with OHA.
- c. **Fraud, Waste, & Abuse.** Exhibit B, Part 9, Section 10-18 of the CCO Contract is delegated to Delegate, which require Delegate to (i) Develop and implement a Fraud, Waste, and Abuse prevention and detection program and policies and procedures that ensure compliance with 42 CFR Part 455, 42 CFR Part 438, Subpart H, OAR 410-141-3520, OAR 410-141-3625, and OAR 410-120-1510; and, (ii) annually creating a plan for implementing its policies and procedures.
- i. 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.
  - ii. 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.
  - iii. Delegate recognizes that CCO may perform oversight and monitoring of these requirements at regular intervals including but not limited to an Annual Subcontractor Performance Report.

## 12. 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. CCO will be responsible for submitting Member satisfaction surveys to OHA, where required.
- b. **General Reporting.**
  - i. As part of CCO's NEMT Quality Assurance Plan, Delegate shall provide CCO with the information necessary to comply with its obligations under CCO Contract Exhibit B, Part 2, Section 5(g)(3) to submit data to OHA on a quarterly basis using the NEMT Quality Assurance (QA) Guidance Document. CCO will provide Delegate with the reporting template from the CCO Contract Forms Website, and Delegate will provide CCO with the data necessary to complete this template. 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.
  - ii. Delegate shall timely provide to CCO such call center data and recordings as CCO may reasonably require from time-to-time as necessary to prepare reports necessary to fulfill CCO's reporting obligations pursuant to the CCO Contract; including without limitation, Delegate shall submit to CCO no later than the 30<sup>th</sup> day of the following month, document the number of services for NEMT Services, modes of transportation being used, and operating costs of the NEMT program.
  - iii. CCO will be responsible for submitting data and reports to OHA.
  - iv. 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.** In conformance with 42 CFR § 438.350 and § 438.358, and 42 CFR § 457.1250, Delegate shall cooperate with CCO, OHA, and their designees by providing access to records and facilities for the purpose of an annual External Quality Review of CCO and Delegate's compliance with all applicable laws and the CCO Contract, as well as the quality outcomes and timeliness of, and access to, services provided under this Agreement.
- 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.



**EXHIBIT C**  
**PAYMENT AND FINANCIAL REPORTING**

Where applicable to each section herein, 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 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 services 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. Personal 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. Delegate shall submit claims to CCO no later than one hundred twenty (120) days after the Covered Service is provided. Delegate 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 in the above 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 D**  
**STANDARD TERMS AND CONDITIONS**

(Derived in part from Exhibit D of the CCO Contract)

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 Applicable 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) all Medicaid laws, rules, regulations, as well as all applicable sub-regulatory guidance and contract provisions; (ii) ORS 659A.142; (iii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iv) all other OHA Rules in OAR Chapter 410; (v) rules in OAR Chapter 309, Divisions 012, 014, 015, 018, 019, 022, 032 and 040, pertaining to the provisions of Behavioral Health services; (vi) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vii) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (viii) 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, ORS 279B.230, ORS 279B.235 and ORS 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 Contractor.** 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.
  - (6) 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.
  - (7) 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/>

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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 fourteen (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.**

a. Default by Delegate. Delegate shall be in default under this Agreement if:

(1) 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; or

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

(3) Delegate fails to ensure that no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) occurs without thirty (30) days' prior written notice from Delegate or its insurer(s), which shall be made to CCO; or

(4) 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 thirty (30) calendar days after CCO's notice, or such longer period as CCO may specify in such notice; or

(5) 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 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 no-lo contendere); (v) if OHA or CCO determines that the health or welfare of Members is in jeopardy if this Agreement continues; or

(6) CCO or OHA determines that 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 D.

**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 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 D to this Agreement, Delegate's sole monetary remedy shall be, with respect to Work compensable at a stated rate, a claim for unpaid invoices 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, 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 D, 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:

- i. For its convenience upon 120 days' prior written notice by Delegate to CCO;
- 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. Delegate may terminate this Agreement for cause (i) upon thirty (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 D, supra, and CCO fails to cure such default within thirty (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.

(5) Actions Following Termination or Expiration of Agreement.

(a) Transition Plan. After providing notice of termination 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 revisions to the plan as reasonably 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.

(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 end of the Term, whether or not those Members are hospitalized.
- ii. 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.

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(e) If Delegate continues to provide services to a Member after the Term including the time required for Continuity of Care and the Transition Plan, CCO shall pay for such services pursuant to this Agreement unless alternate compensation is mutually agreed upon within the Transition Plan.

(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 after such termination.

9. **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.

10. **Insurance.** Delegate shall maintain insurance as set forth in Exhibit F.

11. **Access to Records and Facilities; Records Retention; Information Sharing.** 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, the Oregon Secretary of State, 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 Delegate, its subcontractors, and participating provider Records 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 or other electronic systems, and any other equipment and facilities where Medicaid-related activities or Work is conducted or equipment is used (or both conducted and used).

- a. 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.
- b. 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.
- c. If OHA, CMS, or the DHHS Inspector General determine that there is a reasonable possibility of Fraud or similar risk, OHA, CMS, or the DHHS Inspector General may inspect, evaluate, and audit Delegate at any time.
- d. 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.

- e. 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.
12. **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.
13. **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 21 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.
14. **Subcontracts.**
  - a. 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, 18, 19, 24, and 30-32 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.
  - b. 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.
  - c. Delegate shall take reasonable steps, such as through a quote, bid, proposal, or similar process, to ensure that MWESB certified firms are provided an equal opportunity to compete for and participate in the performance of any Subcontracts under this Agreement. If there may be opportunities for Subcontractors to work on the Contract, it is the expectation of OHA that Delegate will take reasonable steps to ensure that MWESB certified firms, as referenced on: <https://www.oregon4biz.com/How-We-Can-Help/COBID/>.
  - d. Delegate acknowledges and agrees that it is a "Business Associate" and shall ensure it enters into Business Associate agreements with any Subcontractors performing work related to this Agreement when required under, and in accordance with, HIPAA.
  - e. Delegate and any Subcontractors must meet the standards for timely access to care and services as set forth in the CCO Contract and OAR 410-141-3515, which includes, without limitation, providing services within a time frame that takes into account the urgency of the need for services.
15. **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.

16. **Amendments.** The Parties may mutually amend this Agreement in writing. 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. No amendment shall be effective until it is provided in writing to Delegate.

17. **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.

18. **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 18 and the indemnification provisions set forth in Section 7 above. 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: Sections 4 and 5
  - iii. CCO Contract Exhibit B, Part 10: Section 3
  - iv. CCO Contract Exhibit D: Sections 1, 4 through 13, 15, 16, 18 through 29, 31.
  - v. CCO Contract Exhibit E: Section 6, HIPAA Compliance (but excluding paragraph d) shall survive termination for as long as Delegate holds, stores, or otherwise preserved Individually Identifiable Health Information of Members or for a longer period if required under the CCO Contract Section 12 of Exhibit D.
  - vi. CCO Contract Exhibit N, Privacy and Security shall survive termination for the period of time that Delegate retains any Access (as such term is defined in Section 2.1 of CCO Contract Exhibit N) to OHA or State Data, Network and Information Systems, and Information Assets.
- 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 include 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 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] Maintenance of all licenses, certifications, and registrations necessary to do business as a Delegate of a CCO in Oregon; and,
  - [d] 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] Reconciliation of prescription drug rebates;
  - [e] Recoupment of capitation paid for Members deemed ineligible or who were enrolled into an incorrect benefit category; and,
  - [f] 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 Sanction 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 Liquidation 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.

19. **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.

20. **Media Disclosure.** Delegate 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.

21. **Mandatory Reporting of Abuse.**

- a. 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.
- b. 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:
  - i. OAR Chapter 407, Divisions 45 to 47 (abuse investigations by the Office of Training, Investigations and Safety [OTIS]);
  - ii. ORS § 430.735 through 430.765 (abuse reporting for adults with mental illness or developmental disabilities, including adults receiving services for a substance use disorder or a mental illness in a residential facility or a state hospital);
  - iii. ORS 124.005 to 124.040 (elderly persons and persons with disabilities abuse);
  - iv. ORS 441.650 to 441.680 (residents of long term care facilities); and
  - v. ORS 418.257 to 418.259 (child in care of Child-Caring Agency, residential facilities for children with intellectual/developmental disabilities and child foster homes).
- c. Delegate shall report suspected Adult Abuse, neglect, or financial exploitation as follows:
  - i. Adults with developmental disabilities to the local county developmental disability program;
  - ii. Adults with mental illness to the local county mental health program;
  - iii. Patients of the Oregon State Hospital or residents of Substance Use Disorder treatment facilities to DHS OTIS;
  - iv. Elder Abuse to the local DHS Aging & People with Disabilities office or Area Agency for Aging;
  - v. Nursing facility residents to the DHS Nursing Facility Complaint Unit; or

vi. Calling 1-855-503-SAFE (7233). This toll-free number allows a report of abuse or neglect of any child or adult to be reported to DHS.

22. **Medicaid Managed Care Provisions.** Delegate shall comply with the requirements of 42 CFR § 438.6 that are applicable to the Work required under this Agreement.
23. **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. In so far 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.
24. **Screening.** CCO must ensure that all Delegates are screened for exclusion from participation in federal programs and that all Delegates and their employees undergo criminal background checks prior to starting any work identified in this Agreement. Delegate shall adopt policies regarding criminal background checks and screening employees for exclusion from participation in federal programs.
25. **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: Director, Transportation & Strategic Partnerships

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.

26. **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.

27. **Delegate's Failure to Perform.** Delegate's failure to perform the Statement of Work specified in Exhibit B 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.

**EXHIBIT E**  
**REQUIRED FEDERAL TERMS AND CONDITIONS**

1. To the extent applicable to the terms of this Agreement, Delegate shall comply and cause all subcontractors to comply with all applicable standards, policies, orders or requirements that apply to “Contractor” as stated in Exhibit E of the CCO Contract.
2. To the extent applicable, Delegate certifies that it will comply with the terms of Exhibit E, Section 5 of the CCO Contract as it pertains to lobbying activities.

## EXHIBIT F INSURANCE

(Derived in part from Exhibit F of the CCO Contract)

Required Insurance: Delegate shall obtain at Delegate's expense the insurance specified in this Exhibit F 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, that employ subject workers who work under this Agreement in the state of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation insurance coverage, unless such employers are exempt under ORS 656.126. Delegate shall require and ensure that each of its subcontractors complies with these requirements.
2. **Commercial General Liability:** Delegate shall obtain, at Delegate's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the CCO. This insurance shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Agreement. Coverage shall be written on an occurrence basis in an amount not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$3,000,000.
3. **Automobile Liability Insurance:** Delegate shall obtain, at Delegate's expense, and keep in effect during the term of this Agreement, Automobile Liability Insurance covering Delegate's business use, including coverage for all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Delegate shall provide proof of insurance of not less than the following amounts: Per occurrence limit for any single claimant, \$1,000,000 for bodily injury and property damage. Per occurrence limit for multiple claimants, \$3,000,000 for bodily injury and property damage.
4. **Network Security and Privacy Liability:** Delegate shall provide network security and privacy liability insurance for the duration of the Agreement and for the period of time in which Delegate (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to CCO or Member data, whichever is longer. Such insurance shall be in the amount of not less than \$1,000,000 per claim or occurrence and \$1,000,000 annual aggregation. 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 delivering any goods and 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 claim or demand involving any Member based on alleged negligence of any person. Delegate shall notify CCO of any settlement or judgment involving a Member 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.

**EXHIBIT G  
BUSINESS ASSOCIATE AGREEMENT**

**CareOregon, Inc.  
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, 2022 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**

**CAREOREGON, INC.**

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

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

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

**BUSINESS ASSOCIATE**

**TILLAMOOK COUNTY  
TRANSPORTATION DISTRICT**

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

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

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

**TO: BOARD OF DIRECTORS**  
**FROM: SHANNON WAKEMAN, ADMINISTRATIVE ASSISTANT**  
**THRU: DOUG PILANT, GENERAL MANAGER**  
**SUBJECT: RECOMMENDATION TO COMPLETE COORDINATED HUMAN SERVICES PLAN UPDATE**

**Issue**

Shall the Tillamook County Transportation District (TCTD) Board of Directors authorize the General Manager to Execute a Personal Service Agreement with Kittelson & Associates to prepare a Coordinated Human Services Transportation Plan update?

**Background and Findings**

1. The Fixing America's Surface Transportation (FAST) Act requires that projects selected for funding under §5310 (Enhanced Mobility for Individuals and Individuals with Disabilities Program) be included in a locally developed, coordinated public transit human services transportation plan and that the plan be developed and approved through a process that includes participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers and other members of the public utilizing transportation services.
2. Tillamook County Transportation District was awarded a §5305 grant to fund to the hiring of a consultant to lead the District through construction of an updated Coordinated Human Services Transportation Plan.
3. On September 3, 2021, the District issued a Request for Proposal through direct solicitation of known providers; posting to the District website; and posting to the State RFP portal. Proposals were required to be submitted to the District by 5:00pm on October 8, 2021. The District received two proposals; one from Kittelson & Associates, and one from RLS & Associates, INC.
4. From October 11 through October 28, District staff and three members of the Transportation Advisory Committee reviewed each proposal. A scoring rubric was created from the indicated scoring criteria contained in the RFP. Each person independently scored the proposals, then discussed their findings during an October 28 virtual meeting.
5. Both proposals received were considered to be high quality and scores in each section were close. However, based on an assessment of the scoring criteria and the District's current and future needs, it was determined that the proposal from Kittelson scored higher than the proposal from RLS. Scoring rubrics from each party are attached to this memo as Exhibit A.

**Recommendation**

Having diligently and faithfully completed the evaluation process of both proposals, staff recommends authorizing the General Manager to execute a Personal Service Agreement with Kittelson & Associates, for the amount of \$44,996, to complete the Tillamook County Coordinated Human Services Plan Update.

**TCTD Coordinated Human Services Plan Scoring**

Criteria	Kittleson	RLS
Thoroughness of the proposal in addressing the work tasks above under Project Scope of Work, as well as the update's stated overarching objectives (Score 0-30)	29	26
Qualifications and similar experience of the consulting firm and project team (Score 0-25)	24	23
Proposed Guaranteed Maximum Price is equal to or less than the available funding amount (Yes= 25 pts No=0 pts)	25	25
Local transit knowledge demonstration (Score 0-5)	5	3
Innovative ideas to meet RFP objective (Score 0-5)	0	1
DBE participation level (Score 0-5)	4	5
References (Score 0-5)		

Comments:

RLS = midwest. Understanding of Till Co unique needs? PM was former Mobility Manager - non-Oregon experience could bring different experience / value / benchmarking for our County. Is 4.1 approach extensive enough? Reaching the "people". Task 7 media release - \$\$\$?

Kittleson = local. Angelo, DBE, working within County - understands needs. Task 4 is solid approach.

Evaluator Signature:



TCTD Coordinated Human Services Plan Scoring

Criteria	Kitleson	RLS
Thoroughness of the proposal in addressing the work tasks above under Project Scope of Work, as well as the update's stated overarching objectives (Score 0-30)	27	28
Qualifications and similar experience of the consulting firm and project team (Score 0-25)	25	25
Proposed Guaranteed Maximum Price is equal to or less than the available funding amount (Yes= 25 pts No= 0 pts)	25	25
Local transit knowledge demonstration (Score 0-5)	5	4
Innovative Ideas to meet RFP objective (Score 0-5)	4	4
DBE participation level (Score 0-5)	4	5
References (Score 0-5)	5	5

Comments:

I liked that Robbie Sarles (Owner) submitted the response. Kitleson has done a lot of work for TCTD but RLS has done a lot of work in Oregon. Kitleson referenced their sub contractor as being DBE, RLS is certified in Oregon as DBE

Evaluator Signature:





TCTD Coordinated Human Services Plan Scoring

Criteria	Kittleson	RLS
Thoroughness of the proposal in addressing the work tasks above under Project Scope of Work, as well as the update's stated overarching objectives (Score 0-30)	Davei Expense Paul Rytus - fine 25 Mobility Mngt - Customer focused	20 Mobility Mngt - Provider focused.
Qualifications and similar experience of the consulting firm and project team (Score 0-25)	20	18
Proposed Guaranteed Maximum Price is equal to or less than the available funding amount (Yes= 25 pts No= 0 pts)	25 \$44,996	25 \$40,218
Local transit knowledge demonstration (Score 0-5)	5	3
Innovative ideas to meet RFP objective (Score 0-5)	0	2
DBE participation level (Score 0-5)	3	5
References (Score 0-5)	5	5

Comments:

Evaluator Signature:

*Paul Dist*

TCTD Coordinated Human Services Plan Scoring

Criteria	Kittleson	RLS
Thoroughness of the proposal in addressing the work tasks above under Project Scope of Work, as well as the update's stated overarching objectives (Score 0-30)	28	26
Qualifications and similar experience of the consulting firm and project team (Score 0-25)	23	21
Proposed Guaranteed Maximum Price is equal to or less than the available funding amount (Yes= 25 pts No= 0 pts)	25	25
Local transit knowledge demonstration (Score 0-5)	5	3
Innovative ideas to meet RFP objective (Score 0-5)	4	3
DBE participation level (Score 0-5)	5	4
References (Score 0-5)	4	4

Comments: Kittleson is a known quantity. Oregon based business. If they have performed well in the past, I think we should continue to utilize their services.

Evaluator Signature: 

TCTD Coordinated Human Services Plan Scoring

Criteria	Kittleson	RLS
Thoroughness of the proposal in addressing the work tasks above under Project Scope of Work, as well as the update's stated overarching objectives (Score 0-30)	25	20
Qualifications and similar experience of the consulting firm and project team (Score 0-25)	20	15
Proposed Guaranteed Maximum Price is equal to or less than the available funding amount (Yes= 25 pts No= 0 pts)	25	25 +
Local transit knowledge demonstration (Score 0-5)	5	2.5
Innovative ideas to meet RFP objective (Score 0-5)	3	3
DBE participation level (Score 0-5)	2.5	5
References (Score 0-5)	5 (not called)	4

Comments:

• Need surveys conducted in Spanish (both)

↳ - lots of TCTD knowledge, but more of the same or can they help us change direction? But we also work w/ them for a reason.

• Don't have tons of Novan exp but who does?

R- NO TCTD knowledge, and not much regional except SETD plan  
 "didn't strike me as "average what you're doing if it needs done"  
 • unspecified frequency of calls - hard-lined # per derivative

Evaluator Signature:

*James C. White*

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

**Authorizing the General Manager )  
to Execute a Services Contract with )  
Kittelson & Associates for a )  
Coordinated Human Services )  
Transportation Plan )**

**RESOLUTION NO. 21-41**

**WHEREAS**, the Tillamook County Transportation District (“District”) has received a grant from the Oregon Department of Transportation (“ODOT”) for a Coordinated Plan Update, which grant is memorialized in ODOT Grant Agreement No. 35137; and

**WHEREAS**, by Resolution No. 21-23 the District Board of Directors authorized the General Manager to execute ODOT Grant Agreement No. 35137; and

**WHEREAS**, in September 2021 the District conducted a Request for Proposal (“RFP”) process to select a consultant to develop a Coordinated Human Services Transportation Plan for the District; and

**WHEREAS**, in accordance with the RFP, the District formed a panel to evaluate the proposals received based on the scoring criteria included in the RFP; and

**WHEREAS**, the proposal from Kittelson & Associates (“Kittelson”) scored higher than the other proposal received; and

**WHEREAS**, the District wishes to enter into a contract with Kittelson for this work.

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

that the Board authorizes the TCTD General Manager to execute a services contract not to exceed \$44,996 with Kittelson & Associates to assist the District with updating its Coordinated Human Services Transportation Plan.

INTRODUCED AND ADOPTED this 18<sup>th</sup> day of November 2021.

ATTEST:

By: \_\_\_\_\_  
Mary Johnson, Board Chair

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

## PROFESSIONAL SERVICES CONTRACT

This contract for professional services is entered into by and between **TILLAMOOK COUNTY TRANSPORTATION DISTRICT**, a special district of the State of Oregon, hereinafter referred to as TCTD, and **Kittelson & Associates**, hereinafter called the CONTRACTOR to provide the services described in the District's Coordinated Human Services Public Transportation Plan RFP Proposal, which by this reference are hereby made part of and incorporated herein. The following provisions shall comprise this contract:

### **I. SCOPE**

This Contract covers the personal services as described in RFP and the Proposal Response. Work shall be performed in accordance with a schedule approved by TCTD. The CONTRACTOR shall perform the services under this Contract with the care and skill used by members of CONTRACTOR'S profession practicing under similar circumstances at the same time and in the same locale. CONTRACTOR makes no warranties, expressed or implied, under this Contract or otherwise in connection with CONTRACTOR'S services. The Contract shall commence upon contract execution and continue through December 31, 2022.

### **II. COMPENSATION**

**A.** TCTD agrees to compensate the CONTRACTOR on a fee-for-services basis as detailed in this Contract. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent DISTRICT contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum compensation authorized under this Contract shall not exceed **\$44,996**.

**B.** The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

- 1** The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
- 2.** This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to DISTRICT employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Oregon Public Employees Retirement System).
- 3.** If the CONTRACTOR has the assistance of other persons in the performance of this Contract, and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

C. The CONTRACTOR certifies that, at present, he or she, if an individual is not a program, TCTD, or Federal employee.

D. The CONTRACTOR, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

### **III. FEDERAL CONTRACT SPECIAL CONDITIONS**

#### **A. Failure to Perform**

TCTD may, subject to the provisions of paragraph (4) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances.

1. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
2. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as TCTD may authorize in writing) after receipt of notice from TCTD specifying such failure. CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to:
  - Reducing or withholding payment;
  - Requiring the CONTRACTOR to perform, at the CONTRACTORS expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
  - Declaring a default, terminating the contract and seeking damages and other relief under the terms of the contract or other applicable law.
3. In the event TCTD terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, TCTD may procure, upon such terms and in such manner as TCTD may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to TCTD for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
4. The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control of and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of TCTD in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of the Contractor and without the Contractor's fault or negligence. The Contractor shall not be liable for

- excess costs for failure to perform, unless the supplies or services to be furnished were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.
5. The rights and remedies of TCTD provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
  6. As used in this contract, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

#### **B. Termination for Convenience**

This contract may be terminated by either party upon at least ten (10) days written notice to the other.

#### **C. Compliance with Applicable Law**

Contractor shall comply with all federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, in effect at the time the Contract is executed and as may be amended, revised, enacted or adopted thereafter. Changes in these legal requirements after the execution of the Contract may or may not be the basis for modifications to Contractor's schedule, scope and fee, depending on a reasonable assessment of the nature of the change, the extent to which the change was anticipated by Contractor or the Parties, and other circumstances then existing.

Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)); (v) Section 508 of the Clean Water Act (33 U.S.C. 1368); (vi) Executive Order 11738; EPA regulations (40 CFR part 15) and ORS 659.425; (vii) Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); (viii) Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in 41CFR chapter 60; (ix) Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented in Department of Labor regulations (29 CFR Part 5), (x) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); (xi) Energy Policy and Conservation Act (pub.L. 94-163, 89 Stat. 871); (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

DISTRICT's performance under the Contract is conditioned upon Contractor's compliance with, and Contractor shall comply with, the obligations applicable to public contracts and intended for contractors under ORS 279C.520 and 279C.530, which are incorporated by reference herein.

If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, Contractor shall in writing request TCTD to resolve the conflict. Contractor shall specify if the conflict(s) create a problem for the design or other Services required under the Contract.

#### **D. Reporting Requirements**

Contractor shall comply with the reporting requirements of TCTD including but not limited to Progress, Status and Performance reports necessary to support progress payments or cost reimbursements.

#### **E. Records Maintenance; Access.**

Contractor, and its Subcontractors, shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain all other records pertinent to the Contract and the Project and shall do so in such a manner as to clearly document Contractor's performance.

TCTD and the federal government and their duly authorized representatives shall have access, and Contractor shall permit the aforementioned entities and individual's access, to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to the Contract to perform examinations and audits and make excerpts and transcripts.

Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 3 years, or such longer period as may be required by applicable law, following final payment and expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later.

#### **F. Patents; Copy Rights; Rights in Data**

Any discovery or invention that arises during the course of the contract shall be reported to TCTD. The Contractor shall promptly disclose inventions to TCTD, within 2 months, after the inventor discloses it in writing to the Contractors personnel responsible for patent matters. The rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and FAR Part 27. The Contractor shall comply with the requirements and regulations for Copy Rights and Rights in Data pursuant to FAR Part 27.

### **IV. CONSTRAINTS**

The CONTRACTOR agrees:



**A.** If the services to be provided pursuant to this Contract are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.

**B.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

**1.** CONTRACTOR shall:

**a.** Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this Contract.

**b.** Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this Contract.

**c.** Not permit any lien or claim to be filed or prosecuted against TCTD on account of any labor or material furnished.

**2.** If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this Contract 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 the CONTRACTOR by reason of this Contract.

**3.** The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

**4.** The CONTRACTOR shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**5.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

6. The CONTRACTOR agrees to indemnify, hold harmless and defend TCTD, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property to the extent caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees or agents.

7. The CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include, but are not limited to:

a. Reducing or withholding payment;

b. Requiring the CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or

c. Declaring a default, terminating the Contract and seeking damages and other relief under the terms of the Contract or other applicable law.

8 All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

## V. OWNERSHIP

Upon fulfillment of the Contract Terms, DISTRICT will have legal title to, and rights to use the entirety of the documents, images, and data used to create the plan, (collectively referred to as "the work") without limitation. This includes the right to use the work in contexts including, but not limited to: (1) public relations, press releases, or publicity; (2) re-use or modification of the work; and (3) use as a teaching aid or continuing education tool.

## VI. INSURANCE REQUIREMENTS

### A. COMMERCIAL GENERAL LIABILITY

Required by DISTRICT       Not required by DISTRICT

The CONTRACTOR agrees to furnish TCTD evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for personal injury and property damage for the protection of TCTD, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. TCTD, at its option, may require a complete copy of the above policy.

### B. AUTOMOBILE LIABILITY

Required by DISTRICT       Not required by DISTRICT

The CONTRACTOR agrees to furnish TCTD evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of TCTD, its officers, commissioners, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. TCTD, at its option, may require a complete copy of the above policy.

**C. PROFESSIONAL LIABILITY**

- Required by TCTD                       Not required by TCTD

**D. POLLUTION LIABILITY INSURANCE**

- Required by TCTD                       Not required by TCTD

**E.** Such insurance shall provide sixty (60) days written notice to TCTD in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to TCTD under this insurance. This policy(s) shall be primary insurance as respects to TCTD. Any insurance or self-insurance maintained by TCTD shall be excess and shall not contribute to it.

**F.** If the CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. The CONTRACTOR shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

**G.** If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract.

**H.** The insurance, other than the Workers' Compensation, Professional liability and Pollution liability insurance, shall include TCTD as an additional insured. Proof of insurance must include a copy of the endorsement showing TCTD as a scheduled insured.

**I.** CONTRACTOR shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by TCTD.

**VII. SUBCONTRACTS**

The CONTRACTOR shall be responsible to TCTD for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR

has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

**VII. TERMINATION - AMENDMENT**

- A.** This Contract may be terminated by either party upon at least ten (10) days written notice to the other.
- B.** This Contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Tillamook County Transportation District, acting as fiscal agent for the TCTD.
- C.** This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

The undersigned, by its signature, agrees to perform the scope of work as described in the Contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

**Kittelson & Associates**  
851 SW 6<sup>th</sup> Avenue, Suite 600  
Portland, OR 97204

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

By:

By:

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

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

\_\_\_\_\_  
Name/Title (Printed)

\_\_\_\_\_  
Name/Title (Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone/Fax Number

\_\_\_\_\_  
CCB License # (if applicable)

Approved as to Form

\_\_\_\_\_  
Oregon Business Registry

\_\_\_\_\_  
District Counsel

\_\_\_\_\_  
Entity Type/State of Formation

**SECTION 10  
EXHIBIT A  
SCOPE OF WORK**

# TILLAMOOK COUNTY TRANSPORTATION DISTRICT COORDINATED HUMAN SERVICES TRANSPORTATION PLAN



OCTOBER 2021

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# 1. TRANSMITTAL LETTER

October 8, 2021  
Tillamook County Transit District  
Attn: Doug Pilant  
3600 Third St, Suite A  
Tillamook, OR 97141

## RE: Tillamook County Transportation District (TCTD) Coordinated Human Services Transportation Plan

Dear Mr. Pilant:

Since starting work on an update to TCTD's Transit Development Plan (TDP) in 2014, it's been my pleasure to continue supporting TCTD with other efforts, including the most recent Coordinated Transportation Plan (CTP), the Intercity Transit Connections Enhancement Plan, Pacific City Summer Shuttle Route Planning, Statewide Transportation Improvement Fund (STIF) Planning, and current efforts with Route 5 Service Expansion and Performance Monitoring. This experience has given us an in-depth understanding of the breadth of services provided by TCTD, the markets you serve, and your roles and responsibilities serving Tillamook County residents and coordinating with regional partners.

We are excited to see the addition of a Mobility Management Plan to this planning effort and look forward to leveraging our experience serving other transit providers in this emerging area.

The **Kittelson & Associates, Inc. (Kittelson)** team includes **Angelo Planning Group (APG)**, a certified DBE firm. APG and Kittelson have worked together on many transit plans throughout Oregon. APG is currently working on several planning projects throughout Tillamook County which will help inform the identification of needs. Together, this team has:

- **In depth understanding of TCTD and its services and prior planning efforts.** Kittelson led the most current update of TCTD's Transit Development Plan, Coordinated Transportation Plan, and Intercity Connections Enhancement Plan as well as the Pacific City Summer Shuttle route planning, signage, and brochures.



- **Extensive transit planning and policy experience.** We led planning efforts ranging from coordinated transit plans for ODOT Regions 2 and 4 to TDPs for service providers throughout Oregon and a statewide Transit Network Report for ODOT. We prepared best practice guidelines, including ODOT's *Transit Development Plan Guidebook*, FDOT's *Best Practices in Reporting Transit Performance*, and annual transportation network summaries like FDOT's *Source Book*.
- **Leaders in national transit research and transformational technologies.** For 20 years, Kittelson has been at the forefront of national efforts to quantify the transit passenger experience, including developing the national *Transit Capacity and Quality of Service Manual*, writing two TCRP guidebooks on transit performance measurement, conducting mobility management work in Texas to stay up to date with the latest mobility service innovations, and pioneering work for FDOT on measuring transit access and connectivity. Team members are leading efforts to evaluate the impact of automated vehicle technology on transportation systems and to use Big Data in decision-making.
- **Collaborative approach.** We will apply a collaborative "bottom-up" approach that ensures meaningful participation from stakeholders that will help build trust and support for the recommendations.
- **High-quality, user-friendly deliverables.** Kittelson's in-house creative services group provides informative, engaging graphics, technical editing, and reader-friendly layout for the documents we produce, always keeping in mind the needs of the audiences for the deliverables. Our team is also adept at producing presentations, videos, and web-based information as needed to support projects.

I, Susan Wright, PE, PMP, will serve as the point of contact and authorized signatory. Paul Ryus, PE, will be our Project Principal. Paul and I will ensure that TCTD receives the highest quality of service and has access to the collective experience of the firm. This proposal shall be a firm offer for a minimum of 90 days. All activities performed within the proposed scope of work, notwithstanding unforeseen needs, will be at a guaranteed maximum price. To further discuss our submittal, you can reach me at 503.535.7432 or at [swright@kittelson.com](mailto:swright@kittelson.com).

Sincerely,  
**KITTELSON & ASSOCIATES, INC.**

Susan Wright, PE, PMP | Principal Engineer  
[swright@kittelson.com](mailto:swright@kittelson.com) | 503.535.7432



## 2. STATEMENT OF UNDERSTANDING

### BACKGROUND

Coordinated Human Services and Transportation Plans (Coordinated Transportation Plans, or CTPs) identify the need for, and availability of, transportation services for seniors and persons with disabilities; determine the gaps between needs and availability; and set a course of action for closing the gaps. Coordination enhances transportation access, minimizes duplication of services, and matches appropriate, cost-effective transportation options with available resources.

The Federal Transit Administration's (FTA's) Section 5310 program and Oregon's Special Transportation Fund (STF) both fund projects and services that enhance the mobility of seniors and persons with disabilities. To be eligible for funding, projects and services are required to be "included in a locally developed, coordinated public transit human services transportation plan." As the lead STF agency for Tillamook County, TCTD determines how these funds are distributed to its own projects and services and to eligible subrecipients (non-profit or private for-profit providers). While §5310 funds are directed solely toward services open to the general public, STF funds can also be used for client-only services and programs enhancing the mobility of low-income individuals.

The STF is being merged into Oregon's Statewide Transportation Improvement Fund (STIF) effective July 2023. Administrative rulemaking related to this merger will not be finalized until early 2022. However, if ODOT's initial recommendations are implemented, client-only projects and services will need to be included in the CTP to be eligible to receive STIF funding. As the designated STIF Qualified Entity for Tillamook County, TCTD would continue to have the ability to distribute federal and state funds to itself and to eligible subrecipients to support the mobility of seniors and persons with disabilities.

TCTD operates fixed-route, demand response, and intercity services and is an early adopter of trip-planning technology that allows riders to plan trips involving a combination of fixed-route and demand response services. TCTD also manages the NW Rides non-emergency medical transportation (NEMT) brokerage, which serves Columbia Pacific Coordinated Care Organization members in Clatsop, Columbia, and Tillamook Counties requiring transportation to medical appointments covered by their Oregon Health Plan insurance. Depending on the specific needs of a given trip, a ride could be provided by a public transit provider, a private or non-profit service provider, or a volunteer driver, or the member could be eligible for mileage reimbursement if they arrange their own transportation. Other sub-recipient organizations that TCTD partners with include Marie Mills Center (transportation services for intellectually and developmentally disabled individuals), CareOregon (reduced-cost bus passes for low-income individuals), and the Northwest Oregon Transportation Alliance (NWOTA, website and regional transit coordination).

This project will develop a 5-year CTP compliant with federal and state requirements. The plan will incorporate TCTD and partner organization services in addressing Tillamook County's human services transportation needs, and will identify opportunities to develop and strengthen partnerships. It will also identify opportunities to further enhance TCTD's customer service, including developing a mobility management program. The plan's recommendations will need to be coordinated with and complementary to TCTD's Long-Range Transit Development Plan (TDP) and STIF Plan. As the lead consultant for both of those plans, as well as TCTD's current CTP, Kittelson is already well-acquainted with TCTD's services and strategic direction.

### TECHNICAL APPROACH

This section summarizes our approach to the work scope. Details about the work plan, including milestones, deliverables, and schedule, are provided in Section 5 of this proposal.



**Task 1: Project Initiation and Management**

This task starts with a kickoff meeting with TCTD staff to confirm project roles, responsibilities, and expectations, which will subsequently be documented in a project management plan. We will also work with TCTD to confirm a timeline for meetings throughout the course of the project.

Our project manager, Susan Wright, will hold monthly phone check-ins (biweekly when needed) with TCTD staff to review project progress. For efficiency, these meetings will be combined when possible with the check-ins we are already conducting for Route 5 (Coastliner) service planning and for the development of a Performance Monitoring Program. We will also prepare monthly progress reports to accompany invoices and for TCTD staff use in updating TCTD's Transportation Advisory Committee (TAC) and Board about project progress. The "Management Approach" section that follows describes our approach to project management and quality assurance.

**Task 2: Existing Conditions**

Kittelson prepared TCTD's 2016 CTP, 2017 Intercity Transit Enhancement Plan, and 2018 TDP, and assisted TCTD with prioritizing STIF funding and in planning and implementing the Pacific City Shuttle. We also familiarized ourselves with relevant regional (e.g., NWOTA Management Plan) and state planning documents during the course of this work. As a result, we are ready to hit the ground running with our in-depth knowledge of Tillamook County's transit conditions and strategic direction. Starting with this task, and continuing through the duration of the project, we will monitor ODOT's progress toward merging the STF and STIF programs, particularly as it relates to funding human services transportation.



June 29, 2019 - September 1, 2019

Saturday  
9:00 AM to 8:45 PM

Sunday  
9:00 AM to 8:30 PM



Kittelson helped conduct the planning and prepared the route brochure for the Pacific City Shuttle

We will prepare an inventory survey for public, non profit, and private for-profit human services transportation providers serving Tillamook County and neighboring counties. This survey will include questions about rider characteristics and needs, operating statistics, vehicle inventory, client type, trip costs, and ways to enhance coordination and collaboration.

Relatively recent vehicle inventories for public transportation providers are available from the National Transit Database, while TCTD will have cost and usage information through its role in managing the NW Rides program. TCTD will provide the final list of service providers to be surveyed. Potential survey recipients include, but are not necessarily limited to, the following:

Public	Private For-Profit
TCTD	AAA Ride Assist
Columbia County Rider	Columbia Medical Transportation
Lincoln County TD	K&M Medivan
Sunset Empire TD	Kenny "G" Cab
	Medix Amubulance
	Metro West Ambulance
	Mountain Retreat Secured Transport
	Pacific Taxi Services
	Ryan's Transportation Services
	Secure Transportation of Oregon
	Wapato Shores Accessible Transportation
	Willamette Valley Transport

Our teaming partner Angelo Planning Group will use Census and other available data to analyze transportation disadvantaged populations and other demographic characteristics of Tillamook County. They are currently working on several transportation system plans for communities within the county and therefore have a head start on completing this task. Angelo Planning Group and Kittelson will utilize dial-a-ride and NW Rides ride request data to be supplied by TCTD to identify current and potential customers that could be served by a mobility management program.

**Task 3: Evaluation of Former Plan Recommendations**

We will work with TCTD staff to evaluate and report on the progress made to date in implementing the recommendations in the 2016 CTP, as well as recommendations related to services for seniors and people with disabilities in any other more current TCTD plans, including evaluating whether recommendations are still relevant given changes that have occurred in the last five years.

**Task 4: Public Outreach**

We will conduct interviews with up to 8 stakeholders to be agreed upon with TCTD in advance, but will include representatives of the following groups required by the \$5310 grant program; seniors; persons with disabilities; public, non-profit, and private for-profit transportation and human services providers; and other members of the public. TAC members will be included in the stakeholder



group. Interviews will generally be conducted by telephone, but one trip to Tillamook is budgeted to conduct in-person interviews with those available on the selected day. The interviews are expected to address human services transportation needs from the perspectives of the various stakeholders, customer service perceptions, and thoughts on how mobility management techniques could be applied to improve general and human services transportation in Tillamook County. We will prepare a draft interview template for TCTD approval prior to finalizing the template and conducting the interviews.

We will prepare a memo summarizing the interview results and presenting draft goals and objectives for the CTP. This memo will serve as the basis for a stakeholder workshop where the results will be presented and stakeholders given the opportunity to provide additional comment, suggest goals and objectives for the CTP, and interact with each other. We will document the feedback received during the workshop, along with the names and organizations of the participants.

### Task 5: Mobility Management Plan

A mobility management plan takes a customer-focused approach to service planning, identifying geographic, temporal, and economic needs of current and potential customers independently of service types. The plan then maps these needs to existing and potential service strategies, assessing opportunities to achieve maximum operational effectiveness and utility to customers through public and private partnerships, coordinated service strategies, and multimodal service strategies. Approaching mobility from this high level provides TCTD with a framework that can take advantage of new and emerging mobility services and technologies as they become available, leaving it to the Implementation Plan developed under Task 6 to articulate how individual strategies will be translated into discreet activities related to service, dispatch, procurement, maintenance, training, and administration.

We will begin developing a mobility management plan by reviewing public input gathered through historic and current outreach, identifying the travel need characteristics, and providing a mobility matrix that identifies the types, advantages, and constraints of transportation options with potential to meet these needs. This information will be documented within Technical Memorandum #6: Mobility Management Plan. Recognizing the evolving nature of future mobility options, we will also provide a high-level assessment of the “state of the practice” for relevant innovations in mobility (including micromobility, mobility as a service, automated vehicles, electric and zero-emission vehicles, and urban aerial mobility). This assessment will benefit from our recent work with the Denton County Transportation Authority (DCTA) in Texas, where we researched the state of the practice in microtransit solutions to understand how DCTA’s plan to transition from fixed-route to on-demand transit services would affect both existing and future customers.

Stemming from the draft goals and objectives for the CTP, we will provide an inventory of strategies and programs for implementation of the projects identified in the TCTD Long-Range Transit Development Plan. As part of this process, we will assess public and private mobility initiatives taking place in Tillamook County and elsewhere in Oregon and facilitate up to 3 discussions with the leaders of public and/or private bikeshare, ridesharing, microtransit, and other initiatives to help TCTD decide how it wants to position itself in the regional mobility ecosystem to maximize the transportation network’s effectiveness and sustainability. We will document the findings and resulting strategies and programs within Technical Memorandum #6: Mobility Management Plan.

Based on the identified needs, available mobility options, financial projections, and TCTD’s goals and objectives, we will prioritize projects and strategies into low, medium, and high classifications. Funding sources and projections may include traditional funding (federal formula grants, STF/STIF, public-private partnerships), as well as emerging and anticipated federal competitive grant opportunities, tourism markets, and sponsorship



opportunities. Implementation steps will consider other TCTD resources such as staffing (dispatch, drivers, maintenance, training) and potential limiting factors (regulations, available vendors, technology). A performance measures and monitoring program will be established, and could include efficiency measures (rides per hour, cost per hour) to track over time and measures to assess inherently inefficient needs (geographic coverage and accessibility).

### **Task 6: Identify Transportation Needs and Strategies and Prepare Implementation Plan**

The purpose of the Implementation Plan is to translate the customer needs and potential strategies articulated in the Mobility Management Plan into discreet activities to enact efficient and effective service, facility, and administrative changes. Drawing from the input received from the stakeholder workshop, TCTD staff, and TAC, we will finalize the CTP's goals and objectives. Drawing from the findings of Tasks 2-5, we will document human services transportation needs in Tillamook County, including identifying currently underserved groups. We will develop strategies and projects to address these needs, which could include changes to services, coordination, dispatching, facilities, vehicles, maintenance, training, administration, technology, and procurement, as well as mobility management techniques. Each strategy will be assessed relative to how well it supports the CTP goals and objectives, relationship to projects in the TDP, cost requirements or potential savings, ease of implementation, and group(s) served.

Finally, we will develop a recommended implementation plan that will include a high/medium/low prioritized list of strategies and projects, a timeline for implementation, and funding sources for the high-priority projects. Drawing from our national transit performance-measurement expertise, we will also recommend performance measures and a monitoring methodology that will allow TCTD staff to readily monitor progress toward implementing the plan and to quantify the plan's outcomes.

### **Task 7: Prepare Draft Updated Coordinated Human Services Transportation Plan**

We will prepare a draft CTP, consistent with federal and state requirements, that presents the recommended implementation plan and documents the input received and process used to develop the plan. An administrative draft plan will be provided to TCTD staff for review and approval by April 8, 2022, prior to issuing a public draft plan for review and comment by stakeholders and the general public. We will present the draft plan to the TAC at a workshop in April and to the TCTD Board at a public hearing in April. Comments received from the TAC, Board, stakeholders, and general public at these and earlier meetings will be recorded and documented in an appendix to the final plan to be developed during Task 8.

### **Task 8: Final Presentations**

The draft plan will be revised to incorporate direction received from the TCTD Board and staff and to document the public comments received on the draft plan. We will present the final plan to the TAC and TCTD Board at their respective meetings in June 2022.

### **Task 9: Final Deliverables**

We will provide TCTD with 15 bound copies of the Board-approved plan, one unbound hard copy suitable for reproduction, electronic copies of all presentations, and electronic versions of all project deliverables, including data and support files.

## **MANAGEMENT APPROACH**

Kittelson has a proven track record in bringing projects to completion on schedule and within budget, and we pride ourselves as a firm on delivering quality work. Our organizational structure and staff resource management allows Kittelson flexibility to be responsive to these types of needs.

### **Resources and Staff Management**

Kittelson maintains an on-line, real-time, company-wide staff allocation scheduling system in which project commitments are updated, as needed, for each staff member on a weekly basis. Regional managers also review staff allocations every week to verify that project needs are being met and to identify available resources. This system allows us to be responsive to timelines and flexible to any unanticipated changes that may arise through the course of the project. All key staff members proposed for this project will have the necessary time reserved in advance of notice-to-proceed to enable completion of the project based upon the agreed upon budget and schedule.

### **Quality Assurance/Quality Control**

Quality is the process that measures how well our products meet TCTD's expectations and determines whether deliverables and outcomes meet the project's objectives. True quality control is a behavior shared by all members of the Kittelson team. Our quality program starts with a Quality Management Plan that assigns the schedule for internal task completion, internal QC process, and client delivery, along with the reviewer responsible for each deliverable. During the course of the project, the plan is implemented by providing quality reviews for each project deliverable, checking against industry standards and reviewing agency requirements. Kittelson's project manager and project principal also interact regularly to review project progress and determine any necessary adjustments to ensure adherence to the project schedule and budget.

### 3. PROJECT TEAM PERSONNEL

Susan Wright, PE, PMP, Principal Engineer, will serve as Project Manager. Paul Ryus, PE, Principal Engineer, will serve as the Project Principal and help develop the plan recommendations. Russ Doubleday and Krista Purser, PE, will provide support as technical resources, and Darci Rudzinski, AICP, of Angelo Planning Group (APG) will be joining our team to assist with demographics and changing needs. The Kittelson team members have worked together with TCTD on other recent projects. APG is currently working on several planning projects throughout Tillamook County, and Susan has a very strong and collaborative working relationship with APG, having worked with them for many years and on many ongoing projects. Resumes are attached at the end of the proposal.

Team Members, Role, Estimated Hours Assigned to Project, and Experience				Relevant Projects
	<b>Susan Wright, PE, PMP, PE #65119</b>	<b>Project Manager:</b> Susan will oversee technical work and engagement and ensure the project scope, schedule, and budget stay on track.	<b>72 Hours</b>	TCTD Coordinated Transportation Plan TCTD TDP Update TCTD Intercity Transit Enhancement Plan TriMet Coordinated Transit Plan DCTA Title VI Policy Update Lincoln County TDP Pacific City Shuttle Planning TCTD STIF Funding Planning TCTD Route 5 Planning
Susan is a certified Project Management Professional with 20 years of transportation planning experience and has supported TCTD on many projects. She can bring together her experience with TCTD and with other providers to provide the latest best practices and emerging mobility trends to TCTD. She managed the development of the ODOT Transit Development Plan Guidebook, which is helping transit agencies prepare their short- and long-range plans. She has also managed and prepared multiple transit development plans, including those for Lincoln County, Tillamook County, Basin Transit, and Rogue Valley Transportation District, plus transportation system plans with significant transit elements. She also managed ODOT's Statewide Transit Network Report.				
	<b>Paul Ryus, PE OR PE #51315</b>	<b>Project Principal:</b> Paul will provide guidance, review deliverables, and provide QA/QC.	<b>15 Hours</b>	TCTD Intercity Transit Enhancement Plan TCTD Coordinated Transit Plan and TDP Lincoln County TDP ODOT TDP Guidebook US 30 Transit Access Plan Transit Capacity & QoS Manual
Paul has over two decades of experience in the fields of transportation engineering and planning. He is actively involved in national transit research, with a particular focus on the areas of transit capacity and quality of service, performance measurement, and travel reliability. He is the lead author of several national guidebooks published by the Transportation Research Board.				
	<b>Russ Doubleday</b>	<b>Lead Planner/Deputy Project Manager:</b> Russ will work with Susan to complete the analysis, memorandums, and conduct outreach.	<b>134 Hours</b>	Route 5 Planning TCTD STIF Planning Pacific City Shuttle Clackamas County TDP Clackamas Shuttle Planning Josephine County TSP
Russ Doubleday works on projects addressing land use and transportation. He helps with public involvement activities, conducting research, and analyzing big data for transportation initiatives. His background includes multimodal planning, transit planning, and addressing pedestrian and bicycle access to transit.				
	<b>Krista Purser, PE OR PE #96432</b>	<b>Technical Resource:</b> Krista will lead the Mobility Management Plan, building on her TCTD and DCTA experience with mobility management.	<b>20 Hours</b>	TCTD Intercity Transit Enhancement Plan Lincoln County TDP Clackamas County TDP ODOT Transit Network Study DCTA Title VI Policy Update
Krista has experience in multimodal planning, traffic operations, microsimulation, travel demand modeling, and conceptual and final design. Krista is familiar with Remix (transit planning software), VISSIM, Synchro, SimTraffic, Highway Capacity Software, SIDRA, TransCAD, MicroStation, and AutoCAD Civil 3D.				
	<b>Darci Rudzinski, AICP (APG)</b>	<b>Demographics Analyst:</b> Darci will oversee the demographic and needs analyses.	<b>12 Hours</b>	Tillamook TSP Clatsop County TSP Lincoln City TSP Nehalem, Wheeler, and Manzanita TSPs; in progress South Clackamas Transit Plan* RVTD Transit Plan* CET Transit Plan* <i>*with Kittelson</i>
Darci has a diverse background that includes long range and current land use planning, economic development, community revitalization, and policy development. Darci has participated in numerous transportation system and transit plan updates with Kittelson, ensuring that plans are consistent with community objectives and adopted policy and regulatory requirements.				

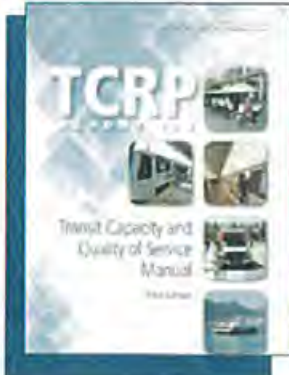
#### DBE Participation

APG is a DBE firm and will be assisting with the demographic trends and changing needs throughout the County. APG will be completing roughly 10% of the project.

# 4. REPRESENTATIVE PROJECTS

Within the transit arena, Kittelson is a nationally recognized leader in transit quality-of-service assessment, transit performance measurement, and transit system planning. Kittelson staff also provide transportation planning, transportation engineering, conceptual design, microsimulation modeling, travel demand modeling, and urban design and land use planning services in support of transit projects.

In addition to the *Transit Capacity and Quality of Service Manual*, Kittelson led development of *Guidebook for Developing a Transit Performance-Measurement System*, *Guidebook on Transit-Supportive Roadway Strategies*, and *Guidelines for Providing Access to Public Transportation Stations*, among other transit research projects.



Our staff is recognized for their ability to design and implement a coordinated process of technical work and public and stakeholder engagement, facilitate effective meetings, and utilize consensus-based decision making among participants. This results in successful plans that are technically feasible and supported.

Our team is also very familiar with TCTD and its partners. In addition to working with TCTD on their Transit Development Plan and Coordinated Transportation Plans, we have worked with Lincoln County Transportation District, Columbia County



Transit, Yamhill County Transit, Salem-Keizer Transit Service, the Confederated Tribes of Grand Ronde, and ODOT's Public Transportation Division. This will facilitate coordination with these agencies if needed.

The following projects demonstrate our team's abilities to prepare a consensus-based and implementable plan.

## TriMet Coordinated Transportation Plan Update; Portland, OR TriMet | February 2016–July 2016

**Cost:** \$95,585  
**Team:** Susan Wright  
**Reference:** Alan Lehto, TriMet, Director of Planning & Policy, 503-962-2136, lehto@trimet.org

TriMet needed an updated coordinated transportation plan with new strategies to fulfill the transportation needs of the growing Portland area, especially for seniors, and considered the current funding environment. Working with TriMet, Kittelson organized a set of seven meetings with TriMet's Special Transportation Funding Advisory Committee (STFAC). The meetings helped guide the planning process, which began with reviewing guiding principles and concluding with an approved draft plan that reflected community values.

A set of three workshops, facilitated by Kittelson, gathered feedback relating to unmet transportation-related needs, innovative strategies, and review of the STFAC funding application process. Other project tasks included analyzing existing US Census data and future demographic trends; GIS and map design; a peer review of coordinated transportation plans from similarly sized transit agencies; a literature review of new research and innovative strategies in transit coordination and technologies; and developing over 40 strategies to meet the needs of seniors and persons with disabilities. Kittelson received accolades from TriMet and the STFAC members for a well-organized, inclusive, and informative process.

*"You have done such a great job capturing all the comments and drafting the plan. I recognize that your turnaround time was very limited in this process, so I wanted to commend you on the great job you did to accommodate the schedule."*  
—Hannah Quinsey, Service Planner, TriMet



**TCTD Intercity Transit Enhancement Plan;  
Tillamook County, OR  
Tillamook County | July 2016–November 2017**

**Cost:** \$55,000

**Team:** Susan Wright (PM), Paul Ryus (Principal), Krista Purser (Transportation Analyst)

**Reference:** Doug Pilant, Tillamook County, (503) 842-3115, dpilant@tillamookbus.com

For the Tillamook County Transit District (TCTD), Kittelson prepared alternatives for bus services both within the county and connecting to transportation services (county bus, Amtrak, Greyhound) in neighboring counties. Alternatives included improving schedule reliability and interline connections with no change in the operating budget as well as potential frequency improvements to existing routes plus one new route under scenarios with increased operating funds available.



**Tillamook County Transit Development Plan |  
Tillamook County, OR  
Tillamook County Transportation District |  
September 2014–July 2018**

**Cost:** \$163,460

**Team:** Susan Wright (PM), Paul Ryus (Principal Engineer)

**Reference:** Doug Pilant, Tillamook County, (503) 842-3115, dpilant@tillamookbus.com

Kittelson assisted TCTD with their transit development plan (TDP) update. The TDP includes a program of service improvement alternatives for the 20-year horizon in line with different funding and growth scenarios. In addition, the plan establishes a performance evaluation methodology, measured with benchmarks and tracked through a monitoring program. Subsequent to the TDP, Kittelson assisted TCTD with an Intercity Transit Service Enhancement Plan to improve its connections to coordinating service partners, including Greyhound and Amtrak (in Portland and Salem), Sunset Empire Transportation District (in Cannon Beach), Lincoln County Transit Service District

(in Lincoln City), Salem Area Mass Transit District (in Grand Ronde), and Yamhill County Transit Area (in Grand Ronde). This project implemented elements of the Transit Development Plan and resulted in recommended schedule changes.

*“Susan earned the trust and respect of...staff, board of commissioners and the public which helped tremendously in the successful completion of this complex project. The consultant team adhered to the tasks in the contract and did an excellent job overcoming schedule challenges in the project...The team’s high quality written and graphic products were accurate and easy to understand.”*

*—Naomi Zwerdling, ODOT*

**Pacific City Shuttle; Pacific City, OR  
Tillamook County Transportation District | April  
2018–July 2018**

**Cost:** \$17,500

**Team:** Susan Wright (PM), Russ Doubleday (Planner)

**Reference:** Doug Pilant, Tillamook County, (503) 842-3115, dpilant@tillamookbus.com

Kittelson worked with TCTD to plan the route and stop locations and then prepared a route schedule brochure, posters, bus stop signs, and sandwich boards for the free summer Pacific City Shuttle operated by Tillamook County Transit.



**TCTD STIF Funding Planning; Tillamook, OR  
Tillamook County | October 2019–March 2020**

**Cost:** \$98,430

**Team:** Susan Wright (PM), Paul Ryus (Principal)

**Reference:** Doug Pilant, Tillamook County, (503) 842-3115, dpilant@tillamookbus.com

Kittelson worked with TCTD to identify future transit operations and capital projects using Statewide Transportation Improvement Fund (STIF) dollars. The Kittelson team analyzed new routes using Remix transit planning software, calculated potential project costs against anticipated revenues for TCTD from the Statewide Transportation Improvement Fund (STIF), and prioritized projects for future years.

**Route 5 Planning; Tillamook County, OR  
Tillamook County | July 2021-Ongoing**

**Cost:** \$14,597

**Team:** Susan Wright (PM), Russ Doubleday (Planner)

**Reference:** Doug Pilant, Tillamook County, (503) 842-3115, dpilant@tillamookbus.com

Kittelson is working with TCTD to expand service on Route 5 between Tillamook and Portland. As part of the STIF planning work for TCTD, adding a third run to Route 5 had the most support of any transit improvement, according to survey work and public outreach with local residents. Currently, Kittelson is cataloging existing transit service connections to TCTD's Route 5, analyzing ridership by origin and destination, and understanding how TCTD and Ride Connection (which helps fund the route) are sharing the route's operating costs. Next, Kittelson will create a list of scheduling options for Route 5 that include a third daily run. The schedule alternatives will evaluate transfers and connections, document headways and service spans, examine whether storing a bus in Portland is feasible, and estimate service costs. Throughout the process, Kittelson will gather input and feedback from a broad range of stakeholders who run connecting and adjacent transit service to TCTD. Ultimately, Kittelson will be responsible for drafting a preferred Route 5 schedule alternative and presenting on the benefits of the new schedule to the project stakeholders.



**Denton County Transportation Authority  
(DCTA) Transit On-Call; Denton, TX  
DCTA | January 2020-Ongoing**

**Cost:** \$73,000

**Team:** Susan Wright (Principal Engineer), Krista Purser (Senior Engineer)

**Reference:** Tim Palermo, DCTA, (972) 316-6099 | tpalermo@dcta.net

Kittelson has been retained by the Denton County Transportation Authority (DCTA) to provide on-call transit and transportation planning services in support of their efforts to transform from a traditional transit provider to a mobility manager. DCTA is responsible for providing bus and commuter rail services to one of the fastest growing counties in the United States. In an effort to embrace recent innovations in delivering

mobility services, DCTA has begun to partner with multiple Mobility as a Service (MaaS) providers to offer more responsive, cost-effective services to its passengers.

Kittelson's work to date has included updates to DCTA's Access (paratransit) policies, considering the implications of serving both the disabled and elderly populations with the same fleet of demand-responsive vehicles. Kittelson has also been leading a Train the Trainer program designed to provide travel training to social service agencies within DCTA's service area. As part of this work, Kittelson has been assessing how DCTA's transition to a Mobility as a Service model may affect the current and future training needs, and what inputs may be needed from MaaS providers to ensure training materials remain up-to-date as services evolve.

**ODOT Region 2 Coordinated Transportation  
Plans; OR  
ODOT | July 2016-June 2018**

**Cost:** \$99,600

**Team:** Susan Wright (PM)

**Reference:** Doug Pilant, Tillamook County, (503) 842-3115, dpilant@tillamookbus.com

Kittelson updated four coordinated human service public transportation plans for transit providers in ODOT Region 2, including Tillamook County Transportation District. To support coordination between public transportation and human services transportation, Kittelson engaged a broad group of people with an emphasis on seniors, people with disabilities, and low-income communities. Carrying out the planning process involved verifying that the transit provider's coordinated plan meets the state guidelines set forth in the Special Transportation Fund Guidebook and the federal requirements set forth in FTA C 9070.1G (6/6/2014), Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance; reviewing current coordinated plans to determine if the plan—either in its entirety or a portion—requires updating based on federal and state requirements; engaging stakeholders in workshops to discuss transportation needs and strategies; working with the transit provider and ODOT's





Regional Transit Coordinator to finalize the coordinated plan and make sure the plan elements are clearly met. The completed plans include an evaluation of the community's resources; an assessment of transportation needs for people with low income, seniors, and people with disabilities; strategies and/or activities to address the identified gaps and efficiencies in service delivery through coordination; and relative priorities of the strategies.

**Oregon Department of Transportation (ODOT) Transit Development Plan Guidebook | OR ODOT | December 2016-April 2018**

**Cost:** \$126,567

**Team:** Susan Wright (PM), Paul Ryus (Project Principal)

**Reference:** Stephanie Millar, ODOT, Transportation Options Program Manager, 503-986-4224, Stephanie.L.Millar@odot.state.or.us

Kittelson authored ODOT's Transit Development Plan Guidebook, which offers guidance to public agencies on how to create transit development plans (TDPs) to assess near-, mid-, and long-term needs; plan transit investments; and integrate transit considerations into the broader context of their community planning and land use decisions. Developed to be concise, readable, and easy to understand, the guidebook explains what TDPs are and what they include; it describes relevant best practices for transit planning; and it offers advice on coordinating TDPs with the Transportation System Plans (TSPs) that are required by State law (Goal 12, Transportation Planning Rule). A number of tools were used to optimize readability, including succinct language; approachable tone; use of bullet points; short chapters; well-organized, appropriate graphics/maps/tables; use of call-out boxes to highlight key points; and relevant examples. Kittelson met with

ODOT's technical advisory committee (TAC) during the course of the project to hear comments and suggestions related to the content and format of draft documents and gave a presentation about the completed guidebook to an audience of ODOT transit coordinators and transit providers from all over the state.



*"Kittelson staff provided excellent work on the Transit Development Plan Guidebook...they did a great job of picking things up, involving stakeholders, and coming out with a nice product."* —Stephanie Millar, ODOT

**Lincoln County Transportation Development Plan; Lincoln County, OR ODOT | July 2016-June 2018**

**Cost:** \$167,300

**Team:** Susan Wright (PM), Krista Purser (Transportation Analyst), Paul Ryus (Project Principal)

**Reference:** Cynda Bruce, Lincoln County Transit, Director of Transit, 410 NE Harney Street, Newport, OR 97365, 541-265-4900, cbruce@co.lincoln.or.us.

Kittelson worked with Lincoln County Transportation Service District (LCTSD) to prepare a flexible, comprehensive transit development plan (TDP) to carry the County through its next 20 years. The Kittelson team evaluated a program of service improvement alternatives and presented a series of options for LCTSD pursue, including planned service modifications and guidance as to when to add bus stops, park-and-ride facilities, or park-and-pool locations within its service area. The plan needed to provide LCTSD with the flexibility to respond quickly to changing demands and financial opportunities and allow them to coordinate with other agencies and surrounding jurisdictions.

*"I enjoyed working with Susie and the other Kittelson staff members. We came out with a superb [Transit] Development Plan with Kittelson's assistance!"*  
—Cynda Bruce, CCTM, Director of Transit, Lincoln County Transit

# 5. WORK PLAN AND SCHEDULE

Section 2 described our technical approach to the work. This section identifies the work activities, milestones, and deliverables for each task, along with the overall project schedule.

## Task 1: Project Initiation and Management

### Work Activities and Milestones

- Kickoff meeting with TCTD staff (late November)
- TCTD to confirm Task 2 survey recipients (late November)
- Project management plan, including the roles of project team members and TCTD staff, and listing project meeting dates (early December)
- TCTD to invite and confirm Task 4 stakeholder group members (December)
- Check-in calls (monthly throughout the project, biweekly as needed)
- Written progress updates (monthly throughout the project, timing to be coordinated with when TAC and Board meetings are scheduled)

### Deliverables

- » Kickoff meeting notes (within one week of meeting)
- » Project management plan, including meeting schedule (within one week of kickoff meeting)
- » Monthly progress reports

## Task 2: Existing Conditions

### Work Activities and Milestones

- Review documents relevant to the TDP (late November)
- Develop draft inventory survey (early December)
- Review inventory survey with TCTD staff; combined with Task 3 & 4 meetings (mid-December)
- Demographic analysis (December)
- Analyze TCTD dial-a-ride and NW Rides ride requests for trips with an origin and/or destination in Tillamook County (December)
- Distribute survey and follow up with recipients as needed, combine with Task 4 stakeholder interviews when the recipient is also part of the stakeholder group (January)
- Summarize survey results (early February)

### Deliverables

- » Technical Memorandum #1: Summary of Relevant Plans (early December)
- » Draft (early December) and final (late December) inventory survey
- » Pre-populated inventory data where readily available (late December)
- » Technical Memorandum #2: Existing Demographics and Travel Patterns (mid-January)
- » Technical Memorandum #3: Inventory Survey Summary (early February)

## Task 3: Evaluation of Former Plan Recommendations

### Work Activity and Milestone

- Review 2016 CDP implementation progress with TCTD staff; combined with Task 2 & 4 meetings (mid-December)

### Deliverable

- » Meeting notes (within one week of meeting)

## Task 4: Public Outreach

### Work Activities and Milestones

- Develop draft interview template (early December)
- Review interview template with TCTD staff; combined with Task 2 & 3 meetings (mid-December)
- Schedule interviews (mid-December to early January)
- Conduct interviews (January)
- Summarize interviews (January through early February)
- Develop draft CTP goals and objectives (January through early February)
- Develop stakeholder workshop agenda and draft presentation (to TCTD 2 weeks prior to workshop, to participants 1 week prior to workshop)
- Conduct in-person stakeholder workshop (late February)
- Summarize workshop participation and responses (early March)

### Deliverables

- » Draft (early December) and final (late December) interview template
- » Technical Memorandum #4: Stakeholder Interview Summary (early February)
- » Technical Memorandum #5: Draft Goals and Objectives (early February)
- » Stakeholder workshop agenda and draft presentation (to TCTD 2 weeks prior to workshop, to participants 1 week prior to workshop)
- » Workshop notes, including participant list and summary of responses received (early March)

## Task 5: Develop Mobility Management Plan

### Work Activities and Milestones

- Draft (early January, with later update to incorporate workshop findings) and final (late March) summary of transportation needs and mobility matrix
- Up to 3 discussions with public and/or private mobility leaders (late January)
- Discussion notes, including participant list and summary of findings (early February)
- Draft (late January) and final (early February) strategies and programs
- Draft (early February) and final (late February) implementation plan

**Deliverables**

- » Technical Memorandum #6: Mobility Management Plan (late February)

**Task 6: Identify Transportation Needs and Strategies and Prepare Implementation Plan**

**Work Activities and Milestones**

- Document human services transportation needs (February)
- Finalize the CTP goals and objectives (early March)
- Develop strategies and projects (early March)
- Develop performance measures and monitoring methodology (early March)
- Prepare draft implementation plan (mid-March)

**Deliverables**

- » Updated Technical Memorandum #5: Goals and Objectives (early March)
- » Technical Memorandum #7: Human Services Transportation Needs (early March)
- » Technical Memorandum #8: Implementation Plan (late March)

**Task 7: Prepare Draft Updated Coordinated Human Services Transportation Plan**

**Work Activities and Milestones**

- Prepare administrative draft CTP and draft presentation for the TAC and Board (by April 8, 2022)
- Prepare public draft CTP and final presentation slides (within 7 days of receipt of TCTD staff comments)
- Present the draft plan at an in-person TAC workshop and present virtually at a Board meeting (late April)
- Document comments received on the draft plan from the TAC, Board, stakeholders, and general public (early May)

**Deliverables**

- » Administrative draft CTP and draft presentation slides (by April 8, 2022)
- » Public draft CTP and final presentation slides (within 7 days of receipt of TCTD staff comments)
- » Meeting notes documenting comments received on the draft plan (early May)

**Task 8: Final Presentation**

**Work Activities and Milestones**

- Prepare adoption draft CTP (May)
- Prepare draft (2 weeks prior to June TAC/Board meetings) and final (within 7 days of receipt of TCTD staff comments) presentations on the adoption draft CTP
- Present the adoption draft CTP virtually at the June TAC meeting and the June 23, 2022 board meeting

**Deliverables**

- » Adoption draft CTP (late May)
- » Draft (2 weeks prior to June TAC/board meetings) and final (within 7 days of receipt of TCTD staff comments) presentations slides

**Task 9: Final Deliverables**

**Deliverables (all by June 30, 2022)**

- » 15 bound copies of the adopted CTP
- » 1 unbound hard copy of the adopted CTP suitable for reproduction
- » Electronic files of all presentations and project deliverables, including data and support files

Task	2021		2022					
	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1. Project Initiation & Kickoff								
2. Existing Conditions								
3. Evaluation of Former Plan Recommendations								
4. Public Outreach								
5. Develop Mobility Management Plan								
6. Identify Transportation Needs & Strategies and Prepare Implementation Plan								
7. Update Coordinated Human Services Transportation Plan								
8. Final Presentation								
9. Final Deliverables								

# 6. COST PROPOSAL WORKSHEET

## STAFF RATE BREAKDOWN

**Tillamook County Transportation District  
Rate Schedule  
As of September 2021**

Classifications	Hourly Rate	Overhead 203.54%	Profit 10%	Hourly Billing Rate*
<b>Senior Principal Engineer/Planner</b>	\$77.74	\$158.23	\$23.60	\$259.57
<b>Principal Engineer/Planner</b>	\$66.44	\$135.23	\$66.44	\$66.44
<i>Susan Wright</i>	\$65.87	\$134.07	\$19.99	\$219.94
<i>Paul Ryus</i>	\$64.17	\$130.61	\$19.48	\$214.26
<b>Associate Engineer/Planner</b>	\$57.37	\$116.77	\$17.41	\$191.55
<b>Senior Engineer/Planner</b>	\$47.28	\$96.23	\$14.35	\$157.86
<i>Krista Purser</i>	\$40.35	\$82.13	\$12.25	\$134.73
<b>Engineer/Planner</b>	\$38.49	\$78.35	\$11.68	\$128.53
<i>Russ Doubleday</i>	\$36.06	\$73.40	\$10.95	\$120.40
<b>Transportation Analyst</b>	\$31.74	\$64.60	\$9.63	\$105.97
<b>Technician I</b>	\$27.92	\$56.83	\$8.48	\$93.23
<b>Technician II</b>	\$34.54	\$70.30	\$10.48	\$115.32
<b>Senior Technician</b>	\$39.45	\$80.29	\$11.97	\$131.71
<b>Associate Technician</b>	\$47.80	\$97.29	\$14.51	\$159.59
<b>Office Support</b>	\$20.07	\$40.86	\$6.09	\$67.02
<b>Software Technician</b>	\$24.35	\$49.56	\$7.39	\$81.30
<b>Data Analyst/Software Technician</b>	\$35.74	\$72.75	\$10.85	\$119.33
<b>Data Scientist/Developer</b>	\$46.26	\$94.16	\$14.04	\$154.46
<b>Senior Data Scientist/Developer</b>	\$60.10	\$122.33	\$18.24	\$200.67

\*Average classification rates by category are shown above along with actual rates for key personnel. Actual wage rates will be invoiced, overhead and profit will be locked for the duration of the contract.

**Angelo Planning Group Rates**

Staff Name	Labor Rate
<b>Darci Rudzinski, AICP, Principal Planner</b>	\$182.00
<b>Clinton Doxsee, Planner</b>	\$110.00

## STAFF HOUR AND FEE ESTIMATE

Task/Sub-Task & Deliverable	Project Manager <i>Susan Wright</i>	Engineer <i>Russ Doubleday</i>	Planner <i>Krista Purser</i>	Principal Engineer <i>Paul Ryus</i>	Graphic Design <i>Makenzie Cooper</i>	GIS Analyst <i>Jon Sommerville</i>	Principal Planner <i>Darci Rudzinski (APG)</i>	Planner <i>Clinton Doxsee (APG)</i>	Total	Total Cost
<b>Task 1: Project Initiation and Management</b>	<b>12</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>21</b>	<b>\$3,723</b>
Kick-off meeting	1	1	-	-	-	-	-	-	2	\$340
Project Management Plan	1	2	-	-	-	-	-	-	3	\$461
Monthly check-in calls	6	6	-	-	-	-	-	-	12	\$2,042
Monthly progress reports	4	-	-	-	-	-	-	-	4	\$880
<b>Task 2: Existing Conditions</b>	<b>6</b>	<b>31</b>	<b>1</b>	<b>5</b>	<b>0</b>	<b>4</b>	<b>2</b>	<b>12</b>	<b>61</b>	<b>\$8,485</b>
TM #1: Summary of Relevant Plans	1	4	-	1	-	-	-	-	6	\$916
Develop inventory survey	1	2	1	-	-	-	-	-	4	\$595
Pre-populate inventory data	-	4	-	1	-	-	-	-	5	\$696
Demographic analysis	1	1	-	-	-	-	-	8	10	\$1,220
Travel pattern analysis	1	6	-	-	-	4	-	-	11	\$1,485
TM #2: Existing Demographics and Travel Patterns	1	8	-	2	-	-	2	4	6	\$2,416
TM #3: Inventory Survey	1	6	-	1	-	-	-	-	8	\$1,157
<b>Task 3: Evaluation of Former Plan Recommendations</b>	<b>2</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>\$801</b>
Meeting and notes	2	3	-	-	-	-	-	-	5	\$801
<b>Task 4: Public Outreach</b>	<b>23</b>	<b>24</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>51</b>	<b>\$8,646</b>
Draft interview questions	1	2	1	-	-	-	-	-	4	\$595
In-person interviews	8	-	-	-	-	-	-	-	8	\$1,760
Telephone interviews	4	4	-	-	-	-	-	-	8	\$1,361
TM #4: Stakeholder Interview Summary	1	4	-	-	-	-	-	-	5	\$702
TM #5: Draft Goals and Objectives	1	3	1	1	-	-	-	-	6	\$930
Workshop agenda and slides	1	3	-	-	-	-	-	-	4	\$581
Stakeholder workshop	6	6	-	-	-	-	-	-	12	\$2,042
Stakeholder workshop notes	1	2	-	1	-	-	-	-	4	\$675
<b>Task 5: Develop Mobility Management Plan</b>	<b>5</b>	<b>24</b>	<b>15</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>3</b>	<b>51</b>	<b>\$7,101</b>
Assessment of Transportation Needs and Matrix	1	6	2	-	-	-	2	2	13	\$1,796
Develop Strategies, Program Goals, and Objectives for MMP	2	4	2	-	-	-	1	1	10	\$1,483
Up to 3 Discussions with Industry Leaders	-	6	6	-	-	-	-	-	12	\$1,531
Develop a Prioritized Projects List	1	2	1	-	-	-	-	-	4	\$595
Develop Implementation Plan	1	6	4	1	-	-	-	-	12	\$1,696

Task/Sub-Task & Deliverable	Project Manager <i>Susan Wright</i>	Engineer <i>Russ Doubleday</i>	Planner <i>Krista Purser</i>	Principal Engineer <i>Paul Ryus</i>	Graphic Design <i>Makenzie Cooper</i>	GIS Analyst <i>Jon Sommerville</i>	Principal Planner <i>Darci Rudzinski (APG)</i>	Planner <i>Clinton Doxsee (APG)</i>	Total	Total Cost
<b>Task 6: Identify Transportation Needs and Strategies and Prepare Implementation Plan</b>	<b>6</b>	<b>14</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>6</b>	<b>36</b>	<b>\$5,648</b>
Kick-off meeting	1	2	-	-	-	-	-	-	3	\$461
Project Management Plan	1	4	-	1	-	-	2	4	12	\$1,720
Monthly check-in calls	2	4	-	1	-	-	1	2	10	\$1,538
Monthly progress reports			-	2	-	-	-	-	2	\$429
TM #7: Implementation Plan	2	4	-	1	-	-	2	-	9	\$1,500
<b>Task 7: Update Coordinated Human Services Transportation Plan</b>	<b>13</b>	<b>19</b>	<b>2</b>	<b>2</b>	<b>10</b>	<b>4</b>	<b>2</b>	<b>0</b>	<b>52</b>	<b>\$7,694</b>
Administrative Draft Plan	2	8	2	2	8	4	2	-	28	\$3,762
Public draft plan	1	4	-	-	2	-	-	-	7	\$890
Presentation slides	1	3	-	-	-	-	-	-	4	\$581
TAC workshop	6	1	-	-	-	-	-	-	7	\$1,440
Board presentation	2	1	-	-	-	-	-	-	3	\$560
Document comments	1	2	-	-	-	-	-	-	3	\$461
<b>Task 8: Final Presentation</b>	<b>5</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>\$2,157</b>
Adoption draft	1	4	-	-	1	-	-	-	6	\$796
Update presentation slides		2	-	-	-	-	-	-	2	\$241
TAC presentation	2	1	-	-	-	-	-	-	3	\$560
Board presentation	2	1	-	-	-	-	-	-	3	\$560
<b>Task 9: Final Deliverables</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>\$241</b>
Provide final deliverables	-	2	-	-	-	-	-	-	2	\$241
<b>TOTAL HOURS</b>	<b>72</b>	<b>134</b>	<b>20</b>	<b>15</b>	<b>11</b>	<b>8</b>	<b>12</b>	<b>21</b>	<b>293</b>	<b>\$44,496</b>

**Total Kittelson Fee: \$40,002**

**Total APG Fee: \$4,494**

**Total Reimbursables: \$500**

**Total Project Budget: \$44,996**



# SUSAN WRIGHT, PE, PMP

## Principal Engineer

### EDUCATION

BS Civil Engineering,  
Oregon State University

### YEARS OF EXPERIENCE

20

### LICENSE/ CERTIFICATIONS

Professional Engineer: OR  
Project Management Professional

### AFFILIATIONS

Women's Transportation Seminar, Past President, Portland Chapter

### TESTIMONIAL

*"Thank you so much! It was a pleasure working with you all and I have heard wonderful things from the committee members... I recognize that your turnaround time was very limited in this process, so I wanted to commend you on the great job you did to accommodate the schedule. I would be happy to be a reference for you in the future."*

— Hannah Quinsey, Service Planner, TriMet

Susan is an engineer specialized in transportation and transit planning and project management. She recently developed the Oregon Department of Transportation (ODOT) Transit Development Plan Guidebook which provides transit and local agencies guidance on preparing TDPs. She has managed transit development plans (TDPs) and coordinated transportation plans (CTPs) all over the state including Columbia County, Grand Ronde, Klamath Falls, Lincoln County, the greater Medford area, Portland Tri-County area, Salem-Keizer, Tillamook County, and Yamhill County, and over 10 transportation system plans (TSPs) with significant transit elements from The Dalles to Albany. She also manages and participates in a wide variety of transportation planning projects encompassing all modes of travel. Susan is adept at keeping everyone informed and comfortable with the planning process. She knows stakeholder involvement is essential to completing a successful plan. Her ability to encourage constructive and inclusive engagement allows meaningful input that can be used to create a plan the stakeholders can rely on well into the future.

### Tillamook County Transit District (TCTD) Coordinated Plan; Tillamook, OR

Susan managed a multidisciplinary team that updated the coordinated plans of transit providers in five different counties including Tillamook County Transportation District (Salem-Keizer Transit, Columbia County Rider Transit, and Yamhill County Transit). She worked with TCTD and the other transit providers and ODOT's regional transit coordinator to finalize the coordinated plans and ensure the required plan elements were clearly met. The completed plans included an evaluation of the community's resources; an assessment of the transportation needs for the key target populations; strategies and/or activities to address the identified gaps and efficiencies in service delivery through coordination; and relative priorities of the strategies.

### Denton County Transportation Authority On-Call; Denton County, TX

Susan is providing guidance and review for the DCTA Title VI Policy update. The Title VI Policy update reflects new service standards and monitoring program in light of DCTA's transition to the GoZone on-demand service model. The service standards will reflect not only requirements at the national level and reflect the equity analysis completed as a prior task order, but also gain consensus from DCTA staff, Board, and community groups on the local needs and goals of the agency.

### TriMet Coordinated Transportation Plan; Portland Metro Area, OR

Kittelson worked with TriMet to prepare a coordinated Transportation Plan Update with new strategies to fulfill the transportation needs of the growing Portland area. As project manager, Susan worked with TriMet and the Kittelson team to organize a set of seven meetings with TriMet's Special Transportation Funding Advisory Committee. The meetings guided the planning process, which began with reviewing guiding principles and concluding with an approved draft Plan that reflected community values.

### TCTD TDP Update; Tillamook, OR

Susan managed the TDP Update for Tillamook County, which developed a program of service improvement alternatives for the 20-year horizon and includes alternatives in line with different funding and growth scenarios. In addition, the TDP established a performance evaluation methodology, measured with benchmarks and tracked through a monitoring program. This was a community-based plan that incorporated input from an advisory committee, driver and transit user surveys, and available ridership data.

## PRESENTATIONS

Bicycle and Pedestrian Planning in Rural Areas (Oregon Active Transportation Summit, March 2017).

ODOT Transit Planning Guidelines (Oregon Transit Conference, October 2017).

Active Transportation Performance Measures (Oregon Active Transportation Summit, March 2015).

TSP Project Prioritization and Funding (League of Oregon Cities Conference, September 2014).

Multi-Modal Performance Measures (Oregon Active Transportation Summit, April 2014).

Complete Streets Policy and Implementation: Strategies for Oregon Communities (Oregon Planning Institute Conference, September 2012).

Transportation Health Equity in Suburban and Rural Clackamas County (Oregon Active Transportation Summit, April 2012).

Multimodal Level of Service, HSM, Corridor Studies and You—New Tools for Corridor Analyses (February 2010).

## ODOT Region 2 Coordinated Plans; OR

The Federal Transit Administration (FTA) and ODOT require recipients of FTA Section 5310 and State Special Transportation Program funds to engage in a coordinated planning process to broaden the dialogue and support coordination between public transportation and human services transportation supporting key target populations: older adults, people with disabilities, and people with low incomes. Susan managed the project team that verified that the transit provider's coordinated plans in five different counties, meet the state guidelines and working with the transit providers and ODOT's Regional Transit Coordinator to finalize the coordinated plan and ensure the required plan elements are clearly met. The completed plans will include an evaluation of the community's resources; an assessment of the transportation needs for people with low income, seniors, and people with disabilities; strategies and/or activities to address the identified gaps and efficiencies in service delivery through coordination; and priorities of the strategies.

## TCTD Intercity Transit Enhancement Plan; Tillamook, OR

Susan managed the TDP Update for TCTD. The TDP includes a program of service improvement alternatives for the 20-year horizon in line with different funding and growth scenarios. Susan is now managing TCTD's Intercity Connections Enhancement Plan to implement the TDP and develop near-term operational and organizational changes for the 1-5-year horizon. Susan is leading Working Group Meetings that include staff from five other transit agencies necessary to coordinate to enhance intercity connections.

## Lincoln County Transportation Service District (LCTSD) Transit Development Plan; Lincoln County, OR

This TDP update, adopted April 2018, includes near and long-term recommendations for each route and service type, capital operations, and a performance monitoring program. LCTSD provides local routes, intercity deviated-fixed route, dial-a-ride services, and partners with Benton County Transit.

## Pacific City Shuttle; Pacific City, OR

Susan Wright was Kittelson's project manager who worked with TCTD to plan the route and stop locations, and prepared a route schedule brochure, posters, bus stop signs, and sandwich boards for the free summer Pacific City Shuttle operated by Tillamook County Transit.

## Tillamook County Transportation District STIF Planning; Tillamook, OR

Kittelson worked with Tillamook County Transportation District (TCTD), the county transit provider, to identify future transit operations and capital projects using Statewide Transportation Improvement Fund (STIF) dollars. With Susan as project manager, the Kittelson team analyzed new routes using Remix transit planning software, calculated potential project costs against anticipated revenues for TCTD from the Statewide Transportation Improvement Fund (STIF), and prioritized projects for future years.

## TCTD Route 5 Service Expansion Support

Kittelson is working with TCTD to implement additional service on its Route 5 service between Tillamook and Portland, as previously identified in TCTD's STIF planning work. With Susan as project manager, the Kittelson team will create a list of alternative scheduling options for Route 5, which will evaluate service headways for each option, analyze transfers to connecting routes, examine the costs and benefits of storing a bus overnight in Portland, and ultimately draft a memorandum with a recommended schedule for TCTD. Kittelson will also help coordinate meetings with a partner agency working group that will provide input on the analysis findings and recommended schedule.





# PAUL RYUS, PE

## Principal Engineer

### EDUCATION

MS Civil Engineering, Oregon State University

BA Physics, University of California at Berkeley

### YEARS OF EXPERIENCE

28

### LICENSE/ CERTIFICATIONS

Professional Engineer: OR, WA

### AFFILIATIONS

TRB Committee on Transit Capacity and Quality of Service, Past Chair

TRB Committee on Transit Management and Performance, Member

Institute of Transportation Engineers, Member

### AWARDS

USDOT Outstanding Transportation Graduate Student, Region 10 (1994)

2011 ITE Traffic Engineering Council Best Paper Award: "Level of Service Analysis for Complete Streets" (co-author)

### SELECTED PUBLICATIONS

*TCRP Report 192: Decision-Making Toolbox to Plan and Manage Park-and-Ride Facilities for Public Transportation: Guidebook on Planning and Managing Park-and-Ride.* Transportation Research Board, Washington, D.C., 2017 (co-author)

*TCRP Report 183: A Guidebook on Transit-Supportive Roadway Strategies.* Transportation Research Board, Washington, D.C., 2016 (lead author)

Paul Ryus combines his 28 years of practical work on multimodal projects in the US and abroad with his extensive research experience to develop creative solutions to difficult transportation problems. He is the lead author of several national guidebooks published by the Transportation Research Board, including the *Transit Capacity and Quality of Service Manual*, guidebooks on pedestrian and bicycle counting, bus preferential treatments on roadways, and transit performance measurement and benchmarking. He has practical experience in strategic service planning for the Vancouver Winter Olympics' spectator shuttles, as well as experience with long-range transportation planning, transit center design, and the development of "Quality of Life" performance metrics for Denver's \$6 billion FasTracks rapid transit expansion program.

### Tillamook Intercity Enhancement Plan; Tillamook, OR

For the Tillamook County Transportation District (TCTD), Paul prepared service alternatives for bus service both within the county and connecting to transportation services (county bus, Amtrak, Greyhound) in neighboring counties. Alternatives included improving schedule reliability and interline connections with no change in the operating budget, as well as potential frequency improvements to existing routes plus one new route under scenarios with increased operating funds available. Paul previously served as Project Principal for the update of TCTD's Transit Development Plan, serving in a QA/QC role and directly contributing to work tasks related to performance measurement.

### Coordinated Transit Plans; ODOT Region 4, OR

As project principal, Paul helped develop Coordinated Human Services Public Transportation Plans for four counties in north- and south-central Oregon, providing senior review and directly assisting the project's efforts related to identifying existing and future demographics.

### Lincoln County Transit Development Plan; Tillamook, OR

Paul served as Project Principal for the update of the Lincoln County Transit Service District's TDP, providing QA/QC services and directly contributing to work tasks related to performance measurement.

### ODOT Transit Development Plan (TDP) Guidebook; Statewide, OR

Paul served as Project Principal for the development of ODOT's Transit Development Plan Guidebook, providing QA/QC services and writing a portion of the guidebook's material. The guidebook presents best practices and recommendations for Oregon transit providers to apply as they prepare or update their TDP.

### Community-wide Transit Plan/US 30 Transit Access Plan; Columbia County, OR

Paul led the development of the US 30 Transit Access Plan and was Project Principal for the development of the Columbia County Community-wide Transit Plan. These plans identified future transit service needs for Columbia County Rider, along with specific facility improvement needs for bus stops, park-and-ride lots, and transit centers along the main highway running through the county. The US 30 plan also evaluated potential sites for a new transit center and maintenance facility, and developed a conceptual layout and traffic impact analysis for the preferred site.

### Transit Capacity and Quality of Service Manual; Nationwide

Paul was the Principal Investigator for the third edition of the Transportation Research Board's *Transit Capacity and Quality of Service Manual* (TCQSM). The TCQSM is the leading US reference on sizing transit service and facilities to meet a given passenger demand and desired quality of service. Paul also served as the project team technical editor for the first two editions of the manual.



# RUSS DOUBLEDAY

## Planner

### EDUCATION

Master of Urban and Regional Planning, Portland State University

BA, Public Policy, Hamilton College

### YEARS OF EXPERIENCE

3

Russ Doubleday is a transportation professional who works on projects addressing the intersection between land use and transportation. He is routinely involved with public involvement activities, conducting research, and analyzing big data for transportation initiatives. His background includes addressing pedestrian and bicycle access to transit in various urban and suburban context. While a graduate student he contributed to producing a guidebook on pedestrian and bicycle access to transit with the Federal Transit Administration.

#### **Tillamook County Transportation District STIF Planning; Tillamook, OR**

Kittelsohn worked with Tillamook County Transportation District (TCTD), the county transit provider, to identify future transit operations and capital projects using Statewide Transportation Improvement Fund (STIF) dollars. Russ analyzed new routes using Remix transit planning software, calculated potential project costs against anticipated revenues for TCTD from the Statewide Transportation Improvement Fund (STIF), and prioritized projects for future years.

#### **Pacific City Shuttle; Pacific City, OR**

Kittelsohn worked with TCTD to update the route and stop locations for the 2021 Pacific City Shuttle, and prepared a route schedule brochure, posters, bus stop signs, and sandwich boards for the free summer Pacific City Shuttle operated by Tillamook County Transit. Russ led the transit route planning and stop location work through Remix, and he created plans using AutoCAD software to illustrate the locations for signs and sandwich boards along the updated route.

#### **TCTD Route 5 Service Expansion Support; Tillamook County, OR**

Kittelsohn is working with TCTD to implement additional service on its Route 5 service between Tillamook and Portland, as previously identified in TCTD's STIF planning work. Russ will create a list of alternative scheduling options for Route 5, which will evaluate service headways for each option, analyze transfers to connecting routes, examine the costs and benefits of storing a bus overnight in Portland, and ultimately draft a memorandum with a recommended schedule for TCTD. Russ will also help coordinate meetings with a partner agency working group that will provide input on the analysis findings and recommended schedule..

#### **Clackamas County Transit Development Plan (TDP); Clackamas County**

Kittelsohn led a countywide transit development plan for Clackamas County, where seven different transit providers currently operate across more than a dozen cities and numerous local communities. Russ led all portions of the analysis, working extensively in ArcMap and national transit databases to analyze existing transit conditions across the county and pioneered a transit demand analysis to prioritize future transit demand. Russ and the Kittelsohn team also examined the county's walking and biking network around the transit network and identified first- and last-mile barriers to transit with high-level solutions. Amidst the COVID-19 pandemic, Russ helped create online surveys and online open houses, and he helped identify community organizations for additional focus groups and open dialogue.

#### **Clackamas Shuttle Project Planning; Clackamas County, OR**

Together with the Clackamas County Transit Development Plan, Kittelsohn worked to create plans for four shuttle routes within Clackamas County: Oregon City, the Clackamas Industrial Area, the Milwaukie Industrial Area, and a commuter shuttle between Oregon City and Tualatin along the I-205 corridor. Russ balanced competing needs - industrial shift schedules, social and health service locations, total run time, etc. - to produce proposed shuttle routes for the two industrial shuttles. Russ helped facilitate virtual listening sessions during the COVID-19 pandemic with manufacturing workers, public agency staff, and the North Clackamas Chamber of Commerce to better understand transit routing options.



# KRISTA PURSER

## Engineering Associate

Krista has experience in multimodal transportation planning, traffic operations, travel demand modeling, and conceptual and final design. She has worked on many transit planning projects that have involved using transit planning software (Remix, TBEST, and TNEXT) and leading public engagement activities. Krista has prepared conceptual plans, cost estimates, and transportation models for transit development plans and transportation system plans with substantial transit elements.

### EDUCATION

MS, Civil Engineering,  
California Polytechnic State  
University San Luis Obispo

BS, Civil Engineering,  
California Polytechnic State  
University San Luis Obispo

### YEARS OF EXPERIENCE

5

### AFFILIATIONS

Institute of Transportation  
Engineers, Sustainability  
Standing Committee

Women's Transportation  
Seminar

### Tillamook Intercity Enhancement Plan; Tillamook, OR

Kittelson developed an Intercity Transit Service Enhancement Plan to assist the District staff to improve its connections to coordinating service partners, including Greyhound and Amtrak (in Portland and Salem), Sunset Empire Transportation District (in Cannon Beach), Lincoln County Transit Service District (in Lincoln City), Salem Area Mass Transit District (in Grand Ronde), and Yamhill County Transit Area (in Grand Ronde). As transportation analyst, Krista collected intercity transit routes and created connectivity graphic to improve route transfers.

### Lincoln County Transit Development Plan; Lincoln County, OR

Krista assessed existing and future demographics, employment densities, funding, and costs to create a framework for the LCTSD Transit Development Plan. She used the Remix transit planning platform, overlaying existing and potential routes to analyze employment and population capture. To create feasible options for transit expansion, she communicated between community members, stakeholders, and team members.

### Clackamas County Transit Development Plan; Clackamas County, OR

Krista prepared the transit development plan, which evaluated the service provided by 7 agencies within the County and identified means to better coordinate and connect providers, as well as identify those best-suited to fill gaps in the network. Service opportunity explorations have used the state's TNEXT tool and Remix to evaluate general and transit-dependent populations access to transit, as well as the levels of transit these populations are served by. Krista has assessed land use for transit-supportive areas covered, transfer opportunities for regional travel, and service to underrepresented communities to identify needs and service types that may address these, including traditional fixed-route, on-demand services, and vanpools.

### ODOT Transit Network Study; Statewide, OR

Krista developed transit characteristics and identified opportunities for transit network improvements, including recommended strategies, policies, practices, investments, and supporting documents. This effort included testing and exploration of ODOT's TNEXT tool; establishing the performance measures and framework for future iterations of the report; and tracking ODOT's recent statewide transit funding's effect on service throughout the state.

### Denton County Transportation Authority On-Call; Denton County, TX

Krista is supporting the DCTA on-call, including a previous assessment of ADA policies and accessibility, an equity analysis and public involvement program for DCTA's transition from a fixed-route service network to microtransit zones and regions, and an ongoing update to their Title VI Policy. The equity analysis included peer agency outreach to establish methodologies and ensure compliance with FTA Title VI in addition to considerations for drivers and fare system evaluation.

### South Clackamas Transit Development & Master Plan; Clackamas, OR

Krista evaluated SCTD's system using Remix, TNEXT, and Transit Cooperative Research Program methodologies to identify gaps and improvements to service. She has conducted extensive outreach, including onboard and online surveys, outreach at community events, and stakeholder small group meetings with neighboring transit providers.



# DARCI RUDZINDKSI

## Planner

### EDUCATION

Master of Urban Planning,  
University of Kansas

### YEARS OF EXPERIENCE

23

### LICENSE/ CERTIFICATIONS

American Institute of  
Certified Planners

### AFFILIATIONS

American Planning  
Association, Oregon Chapter  
Women's Transportation  
Seminar

Darci has worked with jurisdictions throughout Oregon for over 20 years to develop or update transportation plans and the regulations that implement them. She focuses on implementation, working with local staff, advisory groups, and public officials to craft policy that reflects local transportation goals and development requirements consistent with the planned transportation system and state requirements. She advised on the 2019 Tillamook Transportation System Plan Update, is currently on the team updating transportation plans for Nehalem, Manzanita, and Wheeler, and will be continuing her work with Bay City on a second phase of their development ordinance update.

#### **Cascade East 2040 Transit Development Plan, Deschutes County, OR**

Darci was the land use lead for this Cascade East Transit planning process. She worked closely with jurisdictions in the region, including the City of Bend and Deschutes County, to plan for enhanced transit service. These efforts resulted in local agency "pull outs" that include an overview of the planned transit service and improvements for each jurisdiction with an attachment of the recommended comprehensive plan and development code amendments to help implement the plan locally.

#### **Rogue Valley Transportation District Transit Master Plan, Jackson County, OR**

Darci was an advisor on the Transit Master Plan for the RVTD service area. Her role included advising Rogue Valley Council of Governments on the regulatory environment and existing local plans' impact on transit planning; the draft vision, goal areas, and recommended performance measures and evaluation criteria for transit improvements; and recommendations for changes to the RVCOG RTP. Darci assisted in preparing model land use policy and development code language based on objectives and recommendations from the planning process and Transportation Planning Rule requirements related to transit. The model language was used to evaluate existing policy and code language of jurisdictions in RVTD's service area in order to prepare specific recommended language for those jurisdictions.

#### **South Clackamas Transit Master Plan | Clackamas County, OR**

Darci collaborated to plan for enhanced transit service in Molalla, Canby, Woodburn, Estacada, and Oregon City. APG led the creation of goals designed to help guide the plan as well as provide a basis for policies to be developed and adopted by local jurisdictions to implement the plan. APG contributed key planning and development research to help identify future transit service needs. Work included illustrating and describing comprehensive plan designations, zoning and land use patterns; documenting growth areas and urban growth boundary expansions; and identifying key destinations within study area communities. APG had a key role in implementation measures, taking service recommendations developed over the course of the planning process into account in preparing recommended local policy and development code updates.

#### **ODOT Transportation System Plan Guidelines | Statewide**

APG assisted on the development of ODOT's new on-line Transportation System Plan Guidelines for ODOT. Darci was a task leader who helped author chapters on how to specifically update local TSPs, incorporating the latest statewide planning requirements, emerging trends, and best practices. Relevance: Darci will apply her first-hand knowledge of the TSP guidelines and latest best practices for implementing Tillamook County Transportation District's goals and objectives at the local level.

#### **Oregon Public Transportation Plan | Statewide**

Darci was the principal author of a white paper that explores the connection between land use planning and transit planning. The work, including in the OPTP appendix, focuses on coordination between jurisdictions with land use authority and transit agencies in developing long-range planning documents (transportation system plans, transit development plans), project implementation, and land use permitting.

**TO: BOARD OF DIRECTORS**  
**FROM: SHANNON WAKEMAN, ADMINISTRATIVE ASSISTANT**  
**THRU: DOUG PILANT, GENERAL MANAGER**  
**SUBJECT: RECOMMENDATION TO COMPLETE CUSTOMER SERVICE STRATEGIES STAFFING PLAN**

**Issue**

Shall the Tillamook County Transportation District (TCTD) Board of Directors authorize the General Manager to execute a Personal Services Agreement with DMG Consultancy, Ltd. to develop a Customer Service Strategies Staffing Plan?

**Background and Findings**

1. TCTD received a \$5311 Grant under the Federal Transit Act of 1964, which is memorialized in ODOT Grant Agreement No. 34998. In TCTD Resolution 21-29, the Board of Directors authorized the General Manager to execute this grant agreement.
2. One of the authorized uses of the funding allocated to the District by ODOT Grant Agreement No. 34998 is short-range transit development planning, including development of a Customer Service Staffing Strategies Plan.
3. Opportunities to enhance the public-facing customer service offered by TCTD have been identified through the Long-Range Transit Development Plan and current Coordinated Human Services Transportation Plan. This may include increased staff presence at the Transit Center, the development of a Mobility Management Program, increased dispatching hours, and other improvements or additions as determined advantageous.
4. In October of 2021, TCTD conducted a Request for Proposal (“RFP”) process to select a consultant to develop a Customer Service Strategies Staffing Plan. The District received two responses to this RFP. Staff evaluated the responses with a scoring rubric and determined that the response which best meets the needs of the District, and which had the lowest bid, is from DMG Consultancy, Ltd.

**Recommendation**

Having diligently and faithfully completed the evaluation process of both proposals, staff recommends authorizing the General Manager to execute a Personal Service Agreement with DMG Consultancy, Ltd., for the amount not to exceed \$24,725, to develop a Customer Service Strategies Staffing Plan.

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

**Authorizing the General Manager to )  
Execute a Services Contract with )  
DMG Consultancy Ltd. for a )  
Customer Service Staffing Plan )**

**RESOLUTION NO. 21-42**

**WHEREAS**, the Tillamook County Transportation District (“District”) has received a grant from the Oregon Department of Transportation (“ODOT”) under Section 5311 of the Federal Transit Act of 1964, as amended, which grant is memorialized in ODOT Grant Agreement No. 34998; and

**WHEREAS**, by Resolution No. 21-29 the District Board of Directors authorized the General Manager to execute ODOT Grant Agreement No. 34998; and

**WHEREAS**, one of the authorized uses of the funding allocated to the District by ODOT Grant Agreement No. 34998 is short-range transit development planning, including development of a customer service and staffing strategy; and

**WHEREAS**, in October 2021 the District conducted a Request for Proposal (“RFP”) process to select a consultant to develop a customer service and staffing strategy for the District; and

**WHEREAS**, based on the quotes provided, the lowest bidder and company which best meets the needs of the District is DMG Consultancy Ltd.; and

**WHEREAS**, the District wishes to enter into a contract with DMG Consultancy Ltd. for this work.

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

that the Board authorizes the TCTD General Manager to execute a services contract not to exceed \$24,725 with DMG Consultancy Ltd. to assist the District with developing a scalable operations and staffing plan to meet the needs of the District’s dispatching and customer service functions.

INTRODUCED AND ADOPTED this 18<sup>th</sup> day of November 2021.

ATTEST:

By: \_\_\_\_\_  
Mary Johnson, Board Chair

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

## PROFESSIONAL SERVICES CONTRACT

This contract for professional services is entered into by and between **TILLAMOOK COUNTY TRANSPORTATION DISTRICT**, a special district of the State of Oregon, hereinafter referred to as TCTD, and **DMG Consulting**, hereinafter called the CONTRACTOR to provide the services described in the DMG Consulting Customer Service Plan RFP Request, which by this reference are hereby made part of and incorporated herein. The following provisions shall comprise this contract:

### **I. SCOPE**

This Contract covers the personal services as described in RFP and the Proposal Response. Work shall be performed in accordance with a schedule approved by TCTD. The CONTRACTOR shall perform the services under this Contract with the care and skill used by members of CONTRACTOR'S profession practicing under similar circumstances at the same time and in the same locale. CONTRACTOR makes no warranties, expressed or implied, under this Contract or otherwise in connection with CONTRACTOR'S services. The Contract shall commence upon contract execution and continue through June 30, 2022.

### **II. COMPENSATION**

**A.** TCTD agrees to compensate the CONTRACTOR on a fee-for-services basis as detailed in this Contract. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent DISTRICT contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum compensation authorized under this Contract shall not exceed **\$24,725**.

**B.** The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

- 1** The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
- 2.** This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to DISTRICT employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Oregon Public Employees Retirement System).
- 3.** If the CONTRACTOR has the assistance of other persons in the performance of this Contract, and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

C. The CONTRACTOR certifies that, at present, he or she, if an individual is not a program, TCTD, or Federal employee.

D. The CONTRACTOR, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

### III. FEDERAL CONTRACT SPECIAL CONDITIONS

#### A. Failure to Perform

TCTD may, subject to the provisions of paragraph (4) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances.

1. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
2. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as TCTD may authorize in writing) after receipt of notice from TCTD specifying such failure. CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to:
  - Reducing or withholding payment;
  - Requiring the CONTRACTOR to perform, at the CONTRACTORS expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
  - Declaring a default, terminating the contract and seeking damages and other relief under the terms of the contract or other applicable law.
3. In the event TCTD terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, TCTD may procure, upon such terms and in such manner as TCTD may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to TCTD for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
4. The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control of and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of TCTD in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of the Contractor and without the Contractor's fault or negligence. The Contractor shall not be liable for



excess costs for failure to perform, unless the supplies or services to be furnished were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

5. The rights and remedies of TCTD provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
6. As used in this contract, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

#### **B. Termination for Convenience**

This contract may be terminated by either party upon at least ten (10) days written notice to the other.

#### **C. Compliance with Applicable Law**

Contractor shall comply with all federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, in effect at the time the Contract is executed and as may be amended, revised, enacted or adopted thereafter. Changes in these legal requirements after the execution of the Contract may or may not be the basis for modifications to Contractor's schedule, scope and fee, depending on a reasonable assessment of the nature of the change, the extent to which the change was anticipated by Contractor or the Parties, and other circumstances then existing.

Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)); (v) Section 508 of the Clean Water Act (33 U.S.C. 1368); (vi) Executive Order 11738; EPA regulations (40 CFR part 15) and ORS 659.425; (vii) Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); (viii) Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in 41CFR chapter 60; (ix) Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented in Department of Labor regulations (29 CFR Part 5), (x) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); (xi) Energy Policy and Conservation Act (pub.L. 94-163, 89 Stat. 871); (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

DISTRICT's performance under the Contract is conditioned upon Contractor's compliance with, and Contractor shall comply with, the obligations applicable to public contracts and intended for contractors under ORS 279C.520 and 279C.530, which are incorporated by reference herein.

If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, Contractor shall in writing request TCTD to resolve the conflict. Contractor shall specify if the conflict(s) create a problem for the design or other Services required under the Contract.

#### **D. Reporting Requirements**

Contractor shall comply with the reporting requirements of TCTD including but not limited to Progress, Status and Performance reports necessary to support progress payments or cost reimbursements.

#### **E. Records Maintenance; Access.**

Contractor, and its Subcontractors, shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain all other records pertinent to the Contract and the Project and shall do so in such a manner as to clearly document Contractor's performance.

TCTD and the federal government and their duly authorized representatives shall have access, and Contractor shall permit the aforementioned entities and individual's access, to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to the Contract to perform examinations and audits and make excerpts and transcripts.

Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 3 years, or such longer period as may be required by applicable law, following final payment and expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later.

#### **F. Patents; Copy Rights; Rights in Data**

Any discovery or invention that arises during the course of the contract shall be reported to TCTD. The Contractor shall promptly disclose inventions to TCTD, within 2 months, after the inventor discloses it in writing to the Contractors personnel responsible for patent matters. The rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and FAR Part 27. The Contractor shall comply with the requirements and regulations for Copy Rights and Rights in Data pursuant to FAR Part 27.

#### **IV. CONSTRAINTS**

The CONTRACTOR agrees:

**A.** If the services to be provided pursuant to this Contract are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.

**B.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

**1.** CONTRACTOR shall:

**a.** Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this Contract.

**b.** Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this Contract.

**c.** Not permit any lien or claim to be filed or prosecuted against TCTD on account of any labor or material furnished.

**2.** If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this Contract 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 the CONTRACTOR by reason of this Contract.

**3.** The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

**4.** The CONTRACTOR shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**5.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

6. The CONTRACTOR agrees to indemnify, hold harmless and defend TCTD, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property to the extent caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees or agents.

7. The CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include, but are not limited to:

a. Reducing or withholding payment;

b. Requiring the CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or

c. Declaring a default, terminating the Contract and seeking damages and other relief under the terms of the Contract or other applicable law.

8 All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

#### V. OWNERSHIP

Upon fulfillment of the Contract Terms, DISTRICT will have legal title to, and rights to use the entirety of the documents, images, and data used to create the plan, (collectively referred to as "the work") without limitation. This includes the right to use the work in contexts including, but not limited to: (1) public relations, press releases, or publicity; (2) re-use or modification of the work; and (3) use as a teaching aid or continuing education tool.

#### VI. INSURANCE REQUIREMENTS

##### A. COMMERCIAL GENERAL LIABILITY

Required by DISTRICT       Not required by DISTRICT

The CONTRACTOR agrees to furnish TCTD evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for personal injury and property damage for the protection of TCTD, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. TCTD, at its option, may require a complete copy of the above policy.

##### B. AUTOMOBILE LIABILITY

Required by DISTRICT       Not required by DISTRICT

The CONTRACTOR agrees to furnish TCTD evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of TCTD, its officers, commissioners, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. TCTD, at its option, may require a complete copy of the above policy.

**C. PROFESSIONAL LIABILITY**

Required by TCTD

Not required by TCTD

**D. POLLUTION LIABILITY INSURANCE**

Required by TCTD

Not required by TCTD

**E.** Such insurance shall provide sixty (60) days written notice to TCTD in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to TCTD under this insurance. This policy(s) shall be primary insurance as respects to TCTD. Any insurance or self-insurance maintained by TCTD shall be excess and shall not contribute to it.

**F.** If the CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. The CONTRACTOR shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

**G.** If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract.

**H.** The insurance, other than the Workers' Compensation, Professional liability and Pollution liability insurance, shall include TCTD as an additional insured. Proof of insurance must include a copy of the endorsement showing TCTD as a scheduled insured.

**I.** CONTRACTOR shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by TCTD.

**VII. SUBCONTRACTS**

The CONTRACTOR shall be responsible to TCTD for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR

has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

**VII. TERMINATION - AMENDMENT**

**A.** This Contract may be terminated by either party upon at least ten (10) days written notice to the other.

**B.** This Contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Tillamook County Transportation District, acting as fiscal agent for the TCTD.

**C.** This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

The undersigned, by its signature, agrees to perform the scope of work as described in the Contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

**DMG Consulting**  
605 West 25<sup>th</sup> Ave  
Spokane, WA 99203

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

By:

By:

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

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

\_\_\_\_\_  
Name/Title (Printed)

\_\_\_\_\_  
Name/Title (Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone/Fax Number

Approved as to Form

\_\_\_\_\_  
CCB License # (if applicable)

\_\_\_\_\_  
District Counsel

\_\_\_\_\_  
Oregon Business Registry

\_\_\_\_\_  
Entity Type/State of Formation

**SECTION 9**

**INSURANCE CERTIFICATES**  
*(to be supplied at the time of contract execution)*

**SECTION 10  
EXHIBIT A  
SCOPE OF WORK**





# Tillamook County Transportation District

*"Connecting the community through sustainable transit services"*

**Project Name: TCTD Staffing Analysis**

**Statement of Work & Cost Proposal**

**Submitted by:**

**DMG Consultancy, Ltd.**



Diane M. Gibson  
President & Founder  
DMG Consultancy, Ltd.  
October 15, 2021



## A. Introduction / Background

Tillamook County Transportation District (TCTD) was established as an ORS 267.500 transportation district in July 1997. TCTD provides a variety of public transportation services that include local fixed route public bus service, intercity bus transportation service, on demand general public dial-a-ride transportation service and operates a regional non-emergency medical transportation brokerage call center called NW Rides.

During its 23-year history, TCTD has developed a county-wide transit service that connects Tillamook to Cannon Beach and Lincoln City, plus two daily round trips between Tillamook and downtown Portland.

The District's goal is to develop and adopt a strategic plan that will assure:

- key functionalities are covered,
- future needs are identified,
- retention and recruitment benchmarks are established,
- the organization is structured for maximum efficiency and,
- a compensation plan that is externally competitive, internally equitable, and fiscally responsible.

Tasks and objectives are expected to include:

1. Kick-off meeting with General Manger to discuss project goals and objectives,
2. Facilitate a series of 2-3 meetings with TCTD staff to gather feedback on ways to improve operational efficiency,
3. Make recommendations to meet the Customer Service Goals and Objectives as described below for optimal organizational structure and management oversight,
  - a. If recommendations involve changes to existing job descriptions or adding new roles to TCTD, update and/or draft job descriptions
4. Prepare a market survey of comparative organizations, analysis of each position to the market and make recommendations related to compensation strategies in line with agency goals to recruit, develop, and retain highly qualified employees.



This Statement of Work (SOW) issued by DMG Consultancy, Ltd. is in response to TCTD's primary objective to assist the District in developing a scalable operations and staffing plan to meet the needs of the District's dispatching and customer service functions.

**B. About DMG Consultancy, Ltd.**

DMG Consultancy, Ltd. is a woman-owned business and management consulting firm working with clients in the Pacific Northwest.

Our client focus is organizational effectiveness. We assess four pillars of organizational effectiveness: leadership, strategy, structure/process, and culture and collaborate on a plan for the organization to meet its goals.

We assist in developing leaders, managers, and teams to maximize organizational and operational effectiveness for successful outcomes.

**C. Project Schedule:**

Using a phased approach, we estimate this project to take approximately seven months.

Phase I	Data Collection, Assessment, Weekly Zoom Meeting, Monthly On-Site Meeting	Dec. 1 – Feb. 28
Phase II	A Future Version of TCTD Staffing; Market Survey, Benchmark, Weekly Zoom Meeting, Monthly On-Site Meeting	Mar. 1 – May 31
Phase III	Measure, Build & Sustain Staff for the Future, Weekly Zoom Meeting, Monthly On-Site Meeting	Jun. 3 – Aug. 3

*Possible Time Constraints: Hunting Season, Holiday & Vacation Schedules, Winter Weather Delays, Covid-19.*

**D. Project Scope:**

**Phase I: Data Collection / Assessment / Benchmark**

- Kick-off Meeting
  - Meet with GM to align project Goals & Objectives



- TCTD Dispatching & Customer Service Data
  - Assessment of current dispatching & customer service functions, capabilities, team strengths & weaknesses, skill & service level, culture, organizational effectiveness, learning & employee development
  - Assessment of current Organizational Structure, Job Descriptions, Roles & Goals, Compensation
- TCTD Work Session to Review Data Collected
  - On-site presentation of Assessment data and results with TCTD GM, management, dispatchers, customer service representatives
  - Achieve consensus regarding Problems, Opportunities, Gaps and Priorities

### **Phase II: A Future Version of TCTD Staffing**

- Market Survey of Comparative Organizations
  - Survey comparable transit organizations, market position, organization structure, position descriptions, expectations, and compensation
  - On-site presentation of summary, conclusions, comparative data, and recommendations to TCTD GM, management, dispatchers, customer service representatives to include
    - TCTD dispatching and customer service team strengths
    - Prioritizing employee development investment(s)
    - Tailoring employee development efforts to individual needs
    - Methodologies to recruit, develop, retain staff

### **Phase III: Measure, Build & Sustain Staff for the Future (Ongoing)**

- Establish and put in place, realistic and specific Performance Measures for both Dispatch and Customer Service
- Recommend relevant programs to improve and maintain skills and tools for achieving sustainable levels of service

#### **E. Place of Performance:**

As an independent contractor, DMG Consultancy, Ltd. will perform work at their own home office (Spokane, WA, or Hillsboro, OR).



DMG Consultancy, Ltd. will have a meeting with TCTD's GM via Zoom, once each week (Monday morning at 9:00 am or best day/time) to ensure there are no issues, and the project is on track. DMG will also be on-site at TCTD once a month.

**F. Potential Value of this effort to TCTD:**

- Reduce the risk of service deficiencies through education, training, procedures that meet the needs of the District's dispatching, customer service functions, and ridership,
- Continued focus on safety and compliance,
- Unlock the full potential of TCTD staff, move toward improved engagement, communication, and teamwork,
- Increase and solidify the value TCTD provides to the communities it services, as a result of improved organizational alignment and effectiveness,
- An improved brand image in the perceptions of communities, ridership, community leadership, vendors, key stakeholders, and potential employees.

**G. Measures of Success:**

- Initiatives to improve operational efficiency have been identified (SMART goals)
- Job descriptions identify clear expectations, metrics
- Compensation program design is in place
- Management training program identified and mapped

**H. Qualifications & Experience:**



DianeMGibson  
Resume 2021 08282'

**I. Local Transit Knowledge:**

- First-hand experience, knowledge, frequent rider of PDX Transit MAX Light Rail and Streetcar. User of Google Maps and ticket machines at MAX stations.
- First-hand experience, knowledge, frequent rider of Amtrak, every 2 weeks for six years (Spokane/Portland) + MAX Light Rail (Portland/Hillsboro) and return trip.
- First-hand experience with elder parent's dependence on local transit (Coeur d'Alene, ID).



**J. Reputation & Customer References**

- Customer Reference – The QMP Group, Jerry Vieira, CMC, President & Founder



Recommendation DMG .pdf

- Customer Reference – L. Miller (will be sent upon receipt)

**K. Total Cost of Proposal:**

- Total Cost of Proposal: \$24,725.00
- Terms: Negotiable
  - Note: Typical payment arrangements 35% at start, 35% on report and recommendations, and 30% on completion.
- DMG will invoice TCTD monthly

**L. Acceptance:**

Your signature below indicates acceptance of this proposal and its terms.

This proposal is accepted and forms an agreement between Tillamook County Transportation District (TCTD) and DMG Consultancy, Ltd. (DMG), as represented by Diane Gibson, President.

Signed on this date: \_\_\_\_\_, 2021.

For DMG Consultancy Ltd:  
(DMG)

Diane Gibson, President

For Tillamook County Transportation District  
(TCTD)

Doug Pilant, General Manager

\_\_\_\_\_

\_\_\_\_\_

**TO: BOARD OF DIRECTORS**  
**FROM: SHANNON WAKEMAN, ADMINISTRATIVE ASSISTANT**  
**THRU: DOUG PILANT, GENERAL MANAGER**  
**SUBJECT: CHANGE ORDER TO INSTALL A WATER LINE TO THE PROPANE FUELING ISLAND**

**Issue**

Shall the Tillamook County Transportation District (TCTD) Board of Directors authorize the General Manager to execute a change order to add a water line to the propane fueling facility being constructed by Blue Star Gas?

**Background and Findings**

1. On April 22, 2021, the Board of Directors approved Resolution #21-13, authorizing the General Manager to negotiate an agreement with Blue Star Gas to purchase propane fuel, equipment, facility construction, and related services.
2. On July 22, 2021 the Board of Directors approved Resolution #21-36, approving the General Manager to execute a contract to design, construct a fueling facility and supply contracts with Blue Star Gas for propane for Autogas infrastructure and supply.
3. It was subsequently determined that a change order was needed to include a water line that would enable drivers to complete the post trip vehicle inspections at the fuel island. The post trip inspections include washing windshields, mirrors and other regular vehicle cleaning being performed. Based on the current number of vehicles scheduled each day, completing the post vehicle inspections at the fuel island will save approximately 3 to 4 driver paid hours per day.
4. It was also determined the District needed a vehicle navigation plan to ensure the safe movement of large vehicles around the bus yard. Conducting the post vehicle inspections at the fueling island will ensure all vehicle movement will be in a forward direction thus eliminating the need to back buses. Backing accidents represent about 70% of accidents in the transportation industry. Staff has determined that completing the post vehicle inspections at the fuel island will eliminate the probability of backing accidents.
5. On November 1, 2021, TCTD received a change order, included in this memo, specifying that the cost to add the water line and related equipment will cost \$38,711.93.

**Recommendation**

Staff recommends authorizing the General Manager to execute the change order to install a water line to the propane fueling island to enable drivers to complete the post vehicle inspection routine of cleaning buses and establish a forward moving vehicle circulation plan in the bus yard.





RESPONSE TO CHANGE ORDER

Date: November 1, 2021  
To: Tillamook County Transportation District  
3600 Third Street, Suite A  
Tillamook, OR 97141  
Project: TCTD Propane Autogas

Contract for: TCTD Propane Autogas Infrastructure Design/Build  
RE: Change order submitted to Blue Star Gas by TCTD  
Description: Install water line at fuel island location. Scope of work includes:

Additional trenching, parts and materials for water line and frost proof spigot, restoration, labor, and extension of insurance coverage required by the Design Build Agreement.

Original contract sum: \$297,873.00  
Change order: \$38,711.93  
Revised Contract Sum: \$336,584.93

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Blue Star Gas

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Tillamook County Transportation District

## Commercial Communications Systems Terms Of Agreement

- 1) Commercial Communications Systems will provide the building, equipment, incoming phone lines, and personnel to monitor the answering service in an efficient manner
- 2) Commercial Communications Systems personnel will monitor the answering service lines during the specified days and hours outlined by the client.
- 3) The client will supply Commercial Communications Systems with a completed application and signed agreement for service, listing all pertinent information and any special instructions applicable to their particular business.
- 4) Commercial Communications Systems will respond, in accordance with the written instructions supplied by the client, to all messages received. *Any changes in instructions are to be made in writing to Commercial Communications Systems and must be faxed at least 24 hours prior to the change.*
- 5) The client is solely responsible for maintaining accurate on-call personnel contact information and on-call monthly schedules. Monthly schedules must be faxed to Commercial Communications prior to the last business day of the previous month.
- 6) Commercial Communications Systems will maintain, and make available to the client, daily message logs which include date, time, name, contact number, message, and whom the message was relayed to. Copies of the message log are available to the client, either by fax or e-mail as outlined on the clients General Account Detail Form.
- 7) No information intended for a client may be divulged to another party.
- 8) Conditions, which result in impaired client service, will be recorded on the message log, i.e.: equipment failure, power outages, etc.
- 9) It is understood by the client that, should our Communications Center personnel be involved in answering or servicing a MEDIX AMBULANCE emergency call of any nature, that this will take precedence over all other non-emergent calls and that our personnel will respond to the needs of all Commercial Communications Systems clients as soon as the MEDIX AMBULANCE emergency situation has been adequately handled.
- 10) Terminations of this agreement by the client shall be made in writing 30 days prior to termination. Any outstanding balance is due and payable on date of termination. Commercial Communications Systems has the right to terminate service at any time if for some reason, it does not have the ability to service its clients adequately and to their satisfaction.
- 11) Commercial Communications Systems will bill the client the beginning of each month for the previous months activity. Failure by the client to keep the account current at all times will result in termination of services after written notification by Commercial Communications Systems.

I, the undersigned, have read, do fully understand and agree to all the terms of this contract with Commercial Communications Systems.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Rev 10-01-2020

**COMMERCIAL COMMUNICATION SYSTEMS  
GENERAL ACCOUNT DETAIL FORM**

Commercial Communication Systems (CCS) will provide Answering Services for:

Tillamook County Transportation District dba/NW Rides

Company or Customer Name

Cathy Bond, Brokerage Manager

(503)354-8083

Contact Name

Contact Phone Number

3600 3<sup>rd</sup> Street, Suite A

Tillamook

OR

97141

Billing Address

City

State

Zip Code

DID Phone Number Assigned: 503-861-

Start Date: / /

Service will be provided during the following times as agreed to by both parties:

Day of the week	Times	Day of the week	Times
Monday-Friday	1700-0759		
Saturday & Sunday	0000-2359		

Any coverage outside the above outlined days and times must be arranged and approved at least 24 hours in advance with the Communications Supervisor. If the center is unable to handle the increased call volume, the request may be denied. If phones are turned over to CCS 15 minutes or more early or taken back 15 minutes or more after the above described times without pre-approval 24 hours in advance, there may be a \$50.00 fee incurred with each occurrence. A *call* is defined as answering the call, documenting necessary information, a primary attempt at reaching the on-call person, and answering any follow-up calls from the on-call person for details pertaining to the call. If the initial attempt to reach an on-call person goes unanswered, then each additional attempt to reach an on-call person will result in an additional "Per Call" fee (see below). Please list a back-line number to the business as well as your fax number in the Special Instructions section below.

The fees are as follows:

Setup fee: \$N/A

Minimum: \$50.00

Per Call: \$1.00

Long Distance: \$N/A

Start up cost is N/A. If there is a start up cost, please pay at the time of presenting the signed contract and Account Detail form. Thereafter, you will be billed monthly: the minimum fee and per call.

If you wish to receive "Call Logs" detailing the calls taken and dispatched for you, please check how you would like to receive them:  Email  Fax  Not Needed Email/Fax #: [nwrides@tillamookbus.com](mailto:nwrides@tillamookbus.com)

Greeting to use when answering phone: NW Rides Answering Service

Special Instructions (attach separate sheet if needed. Include schedules, on-call lists, how to determine when to contact your on-call personnel, etc.):

My signature below indicates that I agree to all the terms, conditions, and charges stated above.

Signature of Authorized Representative

Date

Signature of CCS Representative

Date

**TO: BOARD OF DIRECTORS**  
**FROM: SHANNON WAKEMAN, ADMINISTRATIVE ASSISTANT**  
**THRU: DOUG PILANT, GENERAL MANAGER**  
**SUBJECT: RECOMMENDATIONS TO FILL VACANT BOARD OF DIRECTORS  
POSITION #6**

**Issue**

Shall the Tillamook County Transportation District (TCTD) Board of Directors fill the vacant Position #6 through direct appointment?

**Background and Findings**

1. At the October 21, 2021 regular meeting, the TCTD Board of Directors requested additional information about the avenues available to fill the vacant Position #6.
2. Position #6 was vacated on Friday, September 24 by Mr. Jim Huffman. The term of this position expires on June 30, 2023. TCTD is scheduled to participate in the election held the third Thursday of May in odd numbered years (ORS 255.335). In May 2023, Positions 2,4, and 6 will be elected for four-year terms.

ORS 198.320 (1) states that *a vacancy in an elected office in the membership of the governing body of a district shall be filled by appointment by a majority of the remaining members of the governing body. If a majority of the membership of the governing body is vacant or if a majority cannot agree, the vacancies shall be filled promptly by the county court of the county in which the administrative office of the district is located.*

3. At the October 21, 2021 regular meeting of the TCTD Board of Directors, Director Holm indicated that he would not recommend waiting to fill the position because the position could be filled by an outside authority. The Board asked staff to gather information about filling the position via election in May of 2022.

4. TCTD Staff contacted Tassi O'Neil, Tillamook County Clerk. Mrs. O'Neil stated that she would not support conducting a special election in an even year since odd years are reserved for special district elections. She said the County has never filled a one-year vacancy with an election during her tenure at the County. Additionally, Mrs. O'Neil said the ORS does not explicitly grant special districts the authority to hold elections in even-numbered years.

ORS 198.320 (2) states that *the period of service of a person appointed under subsection (1) of this section shall expire June 30 next following the **next regular district election at which a successor is elected.** The successor shall be elected to serve the remainder, if any, of the term for which the appointment was made. If the term for which the appointment was made expires June 30 after the election of the*

*successor, the successor shall be elected to a full term. In either case the successor shall take office July 1 next following the election.* Emphasis added.

5. The ORS and the suggestion of Mrs. O'Neil indicate that Position #6 should be filled by direct appointment by the remaining Directors. This appointment will complete the unexpired term of Position #6, which is scheduled to end on June 30, 2023.

6. The Board must decide how to make the appointment. Staff recommends soliciting applications from interested citizens between Monday, November 29, 2021 and January 7, 2022.

7. The proposed timeline allows for applications received to be included in the January 2022 Board packet for review and discussion at the January 2022 regular Board meeting. The Board can determine the next steps to fill the vacant position, including an appointment made that night or at a subsequent meeting, or following interviews with selected candidates, or additional time to solicit additional applications, or another process as determined appropriate by the Board.

### **Recommendation**

Staff recommends soliciting applications from interested Tillamook County residents to fill the vacant Board Position #6. The application period will be November 29, 2021 through January 7, 2022.

**TO: BOARD OF DIRECTORS**  
**FROM: SHANNON WAKEMAN, ADMINISTRATIVE ASSISTANT**  
**THRU: DOUG PILANT, GENERAL MANAGER**  
**SUBJECT: RECOMMENDATIONS TO CHARGE FEE FOR PUBLIC RECORDS REQUEST**

### **Issue**

Shall the Tillamook County Transportation District (TCTD) Board of Directors charge or waive the applicable fees associated with a recent public records request?

### **Background and Findings**

1. On Tuesday, October 26, 2021, GM Pilant received an email from Mrs. Linda Adler requesting public records as follows:
  1. I would like to see any and all agreements, over the past 5 years between Helping hands and TCTD
  2. I would also like any and all agreements over the past 5 years regarding the Pacific City Shuttle bus
  3. I would also like to see all financial records that relate to these two entities.
2. On Thursday, October 28, 2021, GM Pilant responded to clarify if Mrs. Adler was making the request as a Board Member or as a member of the general public, explaining that if the request was being made from a Board Member, a presentation for the full board would be prepared and presented at the November meeting. If the request was made as a private citizen, the information would be prepared following Public Records Request procedure. Mrs. Adler responded the same day to clarify that she was making the request as a private citizen.
3. On Tuesday, November 2, AA Wakeman notified Mrs. Adler that her request had been received and that the District was working on preparing the documents requested. Mrs. Adler was notified of the \$15.00 fee that would apply to her request. The same day, Mrs. Adler requested a copy of the District's policy regarding the fees. AA Wakeman provided her with a copy of the District's Public Records Request policy, #20, which contains information from ORS 192.324, which defines a public body's ability to collect to fees related to the costs for Public Records Requests. The policy is attached to this memo as Exhibit A.
4. On Wednesday, November 3, GM Pilant received a request from Mrs. Adler to have the fees for the above Public Records Request waived. The request is attached to this memo as Exhibit B.

5. Upon review of the District's Public Records Policy #20, and ORS 192.324, staff does not find reason to waive the fees for Mrs. Adler's public records request based on the following:
- ORS 192.324 (4)(a) grants public bodies *the ability to establish fees reasonably calculated to reimburse the public body for actual costs of making public records available, including costs for summarizing, compiling, or tailoring the public records, either in organization or media, to meet the request.*
  - Amendments to TCTD's Public Records Request Policy were approved unanimously at the November 2020 regular meeting of the Board of Directors. These amendments included, among other things, an update to the fee schedule, raising research fees to \$30/hour instead of the previously adopted \$15/hour.
  - Mrs. Adler made the request as a private citizen, not as a member of the District Board of Directors. This request should be given the same consideration as a request made from any other private citizen.
  - Mrs. Adler requested electronic copies, so no fees were imposed for copying, printing, or postage. The \$15 fee is based upon research fees. Staff spent 30 minutes compiling, summarizing, and tailoring the information requested to fulfill Mrs. Adler's request. The \$15 fee was determined by the Policy's stated rate of \$30.00 per hour x .5 hours.
  - ORS 192.324 (5) states *The custodian of a public record may furnish copies without charge or at a substantially reduced fee if the custodian determines that the waiver or reduction in fees is in the public interest because making the record available primarily benefits the general public.*
  - TCTD Policy #20 states *Whenever it is determined that furnishing copies of public records would be in the public's best interest the Board or District Manager may reduce the fee or supply the requested records without cost.*
  - General Counsel's response to staff inquiry on the matter was that Mrs. Adler may be conflating her privilege as a Board Member with that of a private citizen.
  - Upon review of Mrs. Adler's request, the District's Public Records Request Policy, and ORS 192.324, had her request been made as a Board Member the requested information would be presented in a public forum, which would have served the public's interests more beneficially.
  - Regarding Mrs. Adler's request for all future fees to be waived, staff is concerned that future requests could require significant staff time and resources.

### **Recommendation**

Staff recommends not waiving the fees requested by Mrs. Adler.

# Exhibit A

## TILLAMOOK COUNTY TRANSPORTATION DISTRICT POLICY

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

### Compliance

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

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

### Procedure and Fees

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



3. The following fee schedule has been adopted by the District:
- Copies of Public Records; Certified Copies: Copies of public records shall be .25¢ per copy for standard, letter size copies. Copies shall be certified for an additional charge of \$2.00.
  - Copies of Audio Recordings: Copies of audio recordings, if available, of meetings shall be \$10.00 per copy, per meeting.
  - Copies of Maps and Other Nonstandard Documents: Charges for copying maps or other nonstandard size documents shall be charged in accordance with the actual costs incurred by the District.
  - Research Fees: If a request for records requires District personnel to spend more than 15 minutes searching or reviewing records before their review or release for copying, the minimum fee shall be \$30.00 per hour and additional charges shall be in ¼ hour increments. The District shall estimate the total amount of time required responding to the records request, and the person making the request shall make payment for the estimated cost of the search and copying of the records in advance. If the actual time and costs are less than estimated, the excess money shall be refunded to the person requesting the records. If the actual costs and time are in excess of the estimated time, the difference shall be paid by the person requesting the records at the time the records are produced.
  - Additional Charges: If a request is of such magnitude and nature that compliance would disrupt the District's normal operation, the District may impose such additional charges as necessary to reimburse the District for its actual costs of producing the records.
  - Reduced Fee or Free Copies: Whenever it is determined that furnishing copies of public records would be in the public's interest the Board or District Manager may reduce the fee or supply the requested records without cost. ORS 192.440(4).
4. If a person who is a party to a civil judicial proceeding to which the District is a party, or who has filed notice under ORS 30.275(5)(a), asks to inspect or to receive records the person knows relates to the proceeding or notice, the individual must submit the request in writing to both the District and the District's attorney.
5. The District reserves the right to restrict the inspection of some public records to the District's facilities. Information to be inspected at the District will be made available to individuals with disabilities in any appropriate format, and with any appropriate accommodations, upon reasonable advance request. The District shall not charge any fees for such accommodations.

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

If a request to review original records is made, the District shall permit such a review provided that search fees are paid in advance. A District representative shall be

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

## Exhibit A

### **192.324 Copies or inspection of public records; public body response; fees; procedure for records requests.**

(1) A public body that is the custodian of any public record that a person has a right to inspect shall give the person, upon receipt of a written request:

- (a) A copy of the public record if the public record is of a nature permitting copying; or
- (b) A reasonable opportunity to inspect or copy the public record.

(2) If an individual who is identified in a public body's procedure described in subsection (7)(a) of this section receives a written request to inspect or receive a copy of a public record, the public body shall within five business days after receiving the request acknowledge receipt of the request or complete the public body's response to the request. An acknowledgment under this subsection must:

- (a) Confirm that the public body is the custodian of the requested record;
- (b) Inform the requester that the public body is not the custodian of the requested record; or
- (c) Notify the requester that the public body is uncertain whether the public body is the custodian of the requested record.

(3) If the public record is maintained in a machine readable or electronic form, the public body shall provide a copy of the public record in the form requested, if available. If the public record is not available in the form requested, the public body shall make the public record available in the form in which the public body maintains the public record.

(4)(a) The public body may establish fees reasonably calculated to reimburse the public body for the public body's actual cost of making public records available, including costs for summarizing, compiling or tailoring the public records, either in organization or media, to meet the request.

(b) The public body may include in a fee established under paragraph (a) of this subsection the cost of time spent by an attorney for the public body in reviewing the public records, redacting material from the public records or segregating the public records into exempt and nonexempt records. The public body may not include in a fee established under paragraph (a) of this subsection the cost of time spent by an attorney for the public body in determining the application of the provisions of ORS 192.311 to 192.478.

(c) The public body may not establish a fee greater than \$25 under this section unless the public body first provides the requester with a written notification of the estimated

amount of the fee and the requester confirms that the requester wants the public body to proceed with making the public record available.

(d) Notwithstanding paragraphs (a) to (c) of this subsection, when the public records are those filed with the Secretary of State under ORS chapter 79 or ORS 80.100 to 80.130, the fees for furnishing copies, summaries or compilations of the public records are the fees established by the Secretary of State by rule under ORS chapter 79 or ORS 80.100 to 80.130.

(5) The custodian of a public record may furnish copies without charge or at a substantially reduced fee if the custodian determines that the waiver or reduction of fees is in the public interest because making the record available primarily benefits the general public.

(6) A requester who believes that there has been an unreasonable denial of a fee waiver or fee reduction may petition the Attorney General or the district attorney in the same manner as a requester who petitions when inspection of a public record is denied under ORS 192.311 to 192.478. The Attorney General, the district attorney and the court have the same authority in instances when a fee waiver or reduction is denied as when inspection of a public record is denied.

(7) A public body shall make available to the public a written procedure for making public records requests that includes:

(a) The name of one or more individuals within the public body to whom public records requests may be sent, with addresses; and

(b) The amounts of and the manner of calculating fees that the public body charges for responding to requests for public records.

(8) This section does not apply to signatures of individuals submitted under ORS chapter 247 for purposes of registering to vote as provided in ORS 247.973. [Formerly 192.440]

**Exhibit B**  
**Request for Access to Public Records**

Districts must ensure that their records are accessible to the public. Records must be available during usual business hours to persons wishing to either review or copy the records. The requester of the records is obligated to come to the District to get the records. The District need not deliver any records.

In order to respond to your written request, please provide the following information:

Name \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_

Please indicate below, the specific information requested:

\_\_\_\_\_  
 \_\_\_\_\_

Purpose of request: *(Optional, however this information may help the records clerk with your information search)*

\_\_\_\_\_  
 \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Requests for information must be authorized by the District's public records coordinator. Fees and delivery time for these services are varied depending on the type of information requested. Requests will be processed and provided to you either in person or by US mail, in a timely manner

For office use	
Authorized by	Date
Processed by	Date
Information provided to requester by in-person      -or-      mailed	Date
Fee charged      yes      -or-      no	_____ @ .25¢ ea. = \$

## EXHIBIT B

**From:** Linda Adler <[lindamc123@ymail.com](mailto:lindamc123@ymail.com)>  
**Sent:** Thursday, October 28, 2021 10:28 AM  
**To:** Doug Pilant <[dpilant@tillamookbus.com](mailto:dpilant@tillamookbus.com)>  
**Cc:** Mary Johnson <[marybreanna@gmail.com](mailto:marybreanna@gmail.com)>  
**Subject:** RE: Public Records Request

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you know the content is safe.

As a citizen FOIA

Please provide the public records request forms, if that is policy. If not please clarify what steps are required

Thank you for your reply

Linda Adler

Sent from Yahoo Mail on Android

On Thu, Oct 28, 2021 at 8:59 AM, Doug Pilant <[dpilant@tillamookbus.com](mailto:dpilant@tillamookbus.com)> wrote:

Good morning,

I need some clarification. Are you requesting this information as a private citizen or as a board member. If you are requesting the information as a private citizen we'll follow the public records request procedure. If you are requesting the information as a board member then we'll prepare the information and present it to the full board at the next meeting.

Thanks,



Doug Pilant  
General Manager  
Tillamook County Transportation District  
503-842-3115

**From:** Linda Adler <[lindamc123@ymail.com](mailto:lindamc123@ymail.com)>  
**Sent:** Tuesday, October 26, 2021 7:52 AM  
**To:** Doug Pilant <[dpilant@tillamookbus.com](mailto:dpilant@tillamookbus.com)>  
**Cc:** Mary Johnson <[marybreanna@gmail.com](mailto:marybreanna@gmail.com)>  
**Subject:** Public Records Request

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you know the content is safe.

What is the standard procedure for record requests?

1. I would like to see any and all agreements, over the past 5 years between Helping hands and TCTD
2. I would also like any and all agreements over the past 5 years regarding the the Pacific City Shuttle bus
3. I would also like to see all financial records that relate to these two entities.

If there is some other channel that I should be taking please advise

Respectfully requested

Linda Adler

Board Secretary

## Shannon Wakeman

---

**From:** Shannon Wakeman  
**Sent:** Tuesday, November 2, 2021 5:15 PM  
**To:** Linda Adler  
**Cc:** Mary Johnson; Doug Pilant  
**Subject:** RE: Public Records Request  
**Attachments:** 20 Public Records Request 11.19.2020.pdf

Here is our policy that governs our fee structure. If you have any questions, please let me know.

Thank you,



**Shannon Wakeman**  
**Administrative Assistant**  
**Tillamook County Transportation District**  
**503-354-8079**

**From:** Linda Adler <lindamc123@ymail.com>  
**Sent:** Tuesday, November 2, 2021 4:53 PM  
**To:** Shannon Wakeman <swakeman@tillamookbus.com>  
**Cc:** Mary Johnson <marybreanna@gmail.com>; Doug Pilant <dpilant@tillamookbus.com>  
**Subject:** Re: Public Records Request

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you know the content is safe.

Email is fine

Please include the policy as it is written regarding these fees.

Thank you for your prompt reply

Linda.

[Sent from Yahoo Mail on Android](#)

On Tue, Nov 2, 2021 at 4:48 PM, Shannon Wakeman <[swakeman@tillamookbus.com](mailto:swakeman@tillamookbus.com)> wrote:

Hello Mrs. Adler!

This is to confirm that we have received your public records request and are working on preparing the documents you have requested. The fees for the documentation you have requested are \$15.00, if you wish you receive the documents via email. If you wish to receive physical documents via certified mail, there will be additional charges for postage and



printing. The total charges for physical copies may equal or exceed \$25.00. Please let me know if you wish to proceed with the request and what format you would like to receive the documents in.

You can send your payment to:

Tillamook County Transportation District

Attn: Shannon Wakeman

3600 3<sup>rd</sup> St, Suite A

Tillamook, OR 97141

Thank you,



Shannon Wakeman  
Administrative Assistant  
Tillamook County Transportation District  
503-354-8079

## Shannon Wakeman

---

**From:** Doug Pilant  
**Sent:** Wednesday, November 3, 2021 2:44 PM  
**To:** Shannon Wakeman  
**Subject:** FW: Fee waiver request  
**Attachments:** Scan\_0003.pdf

FYI



**Doug Pilant**  
**General Manager**  
**Tillamook County Transportation District**  
**503-842-3115**

**From:** Linda Adler <lindamc123@ymail.com>  
**Sent:** Wednesday, November 3, 2021 2:38 PM  
**To:** Doug Pilant <dpilant@tillamookbus.com>; Mary Johnson <marybreanna@gmail.com>  
**Subject:** Fee waiver request

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you know the content is safe.

As per our public records policy I would like to submit my request to the board to waive the fees for my records request.

I'm not in a hurry I can wait until after the next meeting.

Unless you are willing to waive said fees, and that would be appreciated, as it is within your ability to do so.

Either way thank you in advance.

Linda Adler

November 3, 2021

Dear Board of Directors

I have made a public records request as a citizen of Tillamook County. I would like to request that the Tillamook County Board of Directors waive the public records fees as per ORS 192.440 (4).

Since I am a sitting board member, I would like to request to have these fees waived going forward.

My interests are for the public.

Respectfully Requested

A handwritten signature in black ink, appearing to read "Linda Adler". The signature is written in a cursive, flowing style.

Linda Adler