

Tillamook County Transportation District

Normal Trial Balance

From 10/1/2023 Through 10/31/2023

<u>Account Code</u>	<u>Account Title</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
1001	General Checking Account #4558	849,825.48	
1006	Payroll Checking #5614	18,924.55	
1009	NW RIDES ACCOUNT #8510	773,256.97	
1011	Prop. Mgmt. Checking #7071	37,147.77	
1020	LGIP1020 #5879	302,515.27	
1030	LGIP1030 #5931	1,889,422.47	
1035	LGIP1035 #6518	207,418.66	
1040	Petty Cash	200.00	
		<hr/>	<hr/>
Report Total		4,078,711.17	0.00
		<hr/> <hr/>	<hr/> <hr/>
Report Difference		4,078,711.17	
		<hr/> <hr/>	

BV 12/15/2023

Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account #4558

From 10/1/2023 Through 10/31/2023

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
18185	10/6/2023	7,237.50	Bullard Law, P.C.	Legal Service/ATU Negotiations
18186	10/6/2023	103.74	CAR CARE SPECIALISTS, INC.	Vehicle Fram Def
18187	10/6/2023	3.00	OR DEPT OF MOTOR VEHICLES	Record Inquiries Aug 2023
18188	10/10/2023	146.72	ALSCO - Portland Linen	LPOR3074797/3081521 Matt Service
18189	10/10/2023	620.06	ASTOUND	Phone Service
18190	10/10/2023	16,158.73	CARSON OIL CO INC	Fuel 9/16-9/30/2023
18191	10/10/2023	40.00	CENTURYLINK	8/21-9/19/2023 Phone Service
18192	10/10/2023	825.00	Community Transportation Assoc	Membership 01/01/2024
18193	10/10/2023	85.45	CRYSTAL AND SIERRA SPRINGS	Water 9/1-9/30/2023
18194	10/10/2023	95.00	Dave Pisanich	DOT MEDICAL CARD
18195	10/10/2023	5,526.29	FleetPride, Inc.	September 2023
18196	10/10/2023	50.00	Gary A. Hanenkrat	Board Meeting 9/20/2023
18197	10/10/2023	50.00	Jonathan Bean	Board Meeting 9/20/2023
18198	10/10/2023	3,149.45	KITTELSON & ASSOCIATES, INC.	Coordinated Plan Grant 35137
18199	10/10/2023	3,515.62	Les Schwab Tire Center	September 2023
18200	10/10/2023	50.00	Linda Adler	Board Meeting 9.20.23
18201	10/10/2023	50.00	Marni Johnston	Board Meeting 9/20/2023
18202	10/10/2023	10,388.02	DAVISON AUTO PARTS, INC.	September 2023
18203	10/10/2023	9.00	OR DEPT OF MOTOR VEHICLES	Record Inquiries
18204	10/10/2023	129.29	Oregon Employment Department	Unemployment Insurance Contributions
18205	10/10/2023	44.44	PORTLAND GENERAL	70X Electrical 8/23-9/22/2023
18206	10/10/2023	4,028.65	PLANNING SOLUTIONS	TCTD/KITCHEN/DISPATCH/TRANSIT GRANT 35193
18207	10/10/2023	1,951.11	PREMIER TRUCK GROUP	September 2023
18208	10/10/2023	468.53	Rosenberg Builders Supply	September 2023
18209	10/10/2023	50.00	Thomas Fiorelli	Board Meeting 9/20/2023
18210	10/10/2023	42.85	TILLAMOOK CITY UTILITIES	TVC Water 9/1-9/30/23
18211	10/10/2023	99.71	Tillamook PUD	Transit Electric 8/12-9/12/23
18211	10/10/2023	47.71	Tillamook PUD	LB Electric 8/12-9/12/2023
18211	10/10/2023	36.45	Tillamook PUD	SB Electric 8/12-9/12/23
18212	10/10/2023	59.95	VANIR BROADBAND, INC.	Internet Access Fee
18213	10/10/2023	400.80	VERIZON	TABLET SERVICES 8/27-9/26/23
18214	10/11/2023	350.00	KNOWLEDGE IN MOBILITY	Inspection Grant 34242/34226
18215	10/11/2023	263.75	R & W ENGINEERING, INC.	Grant 35137 Professional Services
18216	10/11/2023	94,357.00	Schetky Northwest Sales, Inc.	Grant 34225
18217	10/11/2023	2,375.00	TRANSIT HAPPY	Professional Services Website
18218	10/11/2023	2,309.62	Elan Financial Services	September 2023
18218	10/11/2023	113.83	Elan Financial Services	September 2023
18219	10/11/2023	7,127.98	BOB'S AUTO & TRUCK PAINTING	BODY REPAIRS #305
18219	10/11/2023	13,360.66	BOB'S AUTO & TRUCK PAINTING	BODY REPAIRS #306
18219	10/11/2023	2,000.00	BOB'S AUTO & TRUCK PAINTING	BODY REPAIRS #306
18220	10/23/2023	155.89	CATHY BOND	Mileage for Rt 5 Shift/Hillsboro for Kitchen Renovations
18221	10/23/2023	221.13	Fred Meyer Customer Charges	October 2023 040153/063473/060042
18222	10/23/2023	50.00	Gary A. Hanenkrat	10/18/23 Board Meeting
18223	10/23/2023	2,142.90	GenXsys Solutions, LLC	October 2023 Managed Service Fund
18223	10/23/2023	467.35	GenXsys Solutions, LLC	Oct 2023 Server Storage Virus Plan
18224	10/23/2023	50.00	Jim Heffernan	10/18/23 Board Meeting
18225	10/23/2023	50.00	Jonathan Bean	10/18/23 Board Meeting
18226	10/23/2023	23.98	KIMMEL'S TRUE VALUE	Bus Wash Stain Remover
18227	10/23/2023	50.00	Linda Adler	10/18/23 Board Meeting
18228	10/23/2023	50.00	Marni Johnston	10/18/23 Board Meeting
18229	10/23/2023	50.00	MARY JOHNSON	10/18/23 Board Meeting
18230	10/23/2023	50.00	Thomas Fiorelli	10/18/23 Board Meeting
18231	10/23/2023	744.27	ABILA	Abila Managed Plan 10/15-11/14/23
18232	10/23/2023	110.00	BIO-MED TESTING SERVICE, INC.	Random Selection Testing
18233	10/23/2023	633.60	CINTAS	4166815942,7532574,8243867,897092

Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account #4558

From 10/1/2023 Through 10/31/2023

<u>Docume... Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
18234	10/23/2023	71.30	COUNTRY MEDIA	Legal Notices Sept 2023
18234	10/23/2023	135.00	COUNTRY MEDIA	Lincoln/Tillamook Driver Ad/651210, 651211
18235	10/23/2023	378.42	O'REILLY AUTOMOTIVE STORES	33805438122,438291,439930,442577...
18236	10/23/2023	237.50	JORDAN RAMIS, PC	Legal Fees Sept 2023
18236	10/23/2023	190.00	JORDAN RAMIS, PC	Board Legal Fees Sept 2023
18237	10/23/2023	22.46	Marie Mills Bus Fares	TVC Janitorial Supplies Sept 2023
18237	10/23/2023	561.27	Marie Mills Bus Fares	TVC Janitorial Sept 2023
18238	10/23/2023	156.38	Pacific Office Automation	NWR/TCTD Copier Usage 9/9-10/9/2023
18239	10/23/2023	460.00	Prevailing Communications	Van 114 Radio Install
18240	10/23/2023	133.09	Schetky Northwest Sales, Inc.	Bumper Pole
Report Total		184,915.45		

Tillamook County Transportation District

Check/Voucher Register

1006 - Payroll Checking #5614

From 10/1/2023 Through 10/31/2023

<u>Document Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
5797	10/31/2023	895.58	ATU LOCAL #757	ATU DUES 10.2023
ACH AFLAC 10.23	10/15/2023	600.36	AFLAC	AFLAC 10.2023
Report Total		1,495.94		

Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT #8510

From 10/1/2023 Through 10/31/2023

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
4064	10/3/2023	3,042.50	AAA RIDE ASSIST	7.23-7.31.2023
4064	10/3/2023	19.30	AAA RIDE ASSIST	7.6.23 CORRECTION
4064	10/3/2023	1,969.95	AAA RIDE ASSIST	8.1-8.5.2023
4064	10/3/2023	2,954.55	AAA RIDE ASSIST	8.13-8.20.2023
4064	10/3/2023	2,827.60	AAA RIDE ASSIST	8.20-8.26.2023
4064	10/3/2023	2,286.00	AAA RIDE ASSIST	8.27-8.31.2023
4064	10/3/2023	3,052.00	AAA RIDE ASSIST	8.6-8.12.2023
4065	10/3/2023	7,696.25	COLUMBIA MEDICAL	8.1-8.5.2023
4065	10/3/2023	10,026.25	COLUMBIA MEDICAL	8.6-8.12.2023
4066	10/3/2023	7,328.50	COLUMBIA COUNTY RIDER	AUG 2023
4067	10/3/2023	2,135.30	DIRECT MEDICAL TRANSPORTATION	7.16-7.22.2023
4067	10/3/2023	3,340.00	DIRECT MEDICAL TRANSPORTATION	7.23-7.31.2023
4067	10/3/2023	2,327.50	DIRECT MEDICAL TRANSPORTATION	7.9-7.15.2023
4067	10/3/2023	1,865.00	DIRECT MEDICAL TRANSPORTATION	8.1-8.5.2023
4067	10/3/2023	2,080.00	DIRECT MEDICAL TRANSPORTATION	8.13-8.17.2023
4067	10/3/2023	2,865.00	DIRECT MEDICAL TRANSPORTATION	8.18-8.24.2023
4067	10/3/2023	3,582.50	DIRECT MEDICAL TRANSPORTATION	8.25-8.31.2023
4067	10/3/2023	3,420.00	DIRECT MEDICAL TRANSPORTATION	8.6-8.12.2023
4068	10/3/2023	8,664.60	METRO WEST	AUG 2023
4069	10/3/2023	4,103.00	Ride Connection Bridge	7.1-7.7.2023
4069	10/3/2023	7,106.70	Ride Connection Bridge	7.15-7.21.2023
4069	10/3/2023	9,231.70	Ride Connection Bridge	7.22-7.31.2023
4069	10/3/2023	4,409.90	Ride Connection Bridge	7.8-7.14.2023
4069	10/3/2023	8,192.00	Ride Connection Bridge	8.1-8.11.2023
4069	10/3/2023	5,956.20	Ride Connection Bridge	8.12-8.18.2023
4069	10/3/2023	10,045.20	Ride Connection Bridge	8.19-8.31.2023
4070	10/3/2023	28,677.50	RYANS TRANSPORTATION SERVICE	7.16-7.22.2023
4070	10/3/2023	34,297.00	RYANS TRANSPORTATION SERVICE	7.23-7.31.2023
4070	10/3/2023	22,556.00	RYANS TRANSPORTATION SERVICE	8.1-8.5.2023
4070	10/3/2023	27,672.50	RYANS TRANSPORTATION SERVICE	8.13-8.19.2023
4070	10/3/2023	28,507.50	RYANS TRANSPORTATION SERVICE	8.20-8.26.2023
4070	10/3/2023	20,669.00	RYANS TRANSPORTATION SERVICE	8.27-8.31.2023
4070	10/3/2023	27,271.00	RYANS TRANSPORTATION SERVICE	8.6-8.12.2023
4071	10/3/2023	17,239.75	TILLAMOOK CNTY TRANS. DIST.	AUG 2023
4072	10/3/2023	2,234.32	WILLAMETTE VALLEY TRANSPORT	AUG 2023
4073	10/6/2023	238.00	MEDIX AMBULANCE	NWR After Hours Phone Services
4074	10/10/2023	1,521.54	ASTOUND	Phone Service
4075	10/10/2023	55.70	CENTURYLINK	8/21-9/19/2023 Phone Service
4076	10/10/2023	85.42	CRYSTAL AND SIERRA SPRINGS	Water 9/1-9/30/2023
4077	10/10/2023	43.10	Oregon Employment Department	Unemployment Insurance Contributions
4078	10/11/2023	9,940.75	COLUMBIA MEDICAL	8/13-8/19/2023
4078	10/11/2023	11,841.50	COLUMBIA MEDICAL	8/20-8/26/2023

Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT #8510

From 10/1/2023 Through 10/31/2023

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
4078	10/11/2023	9,037.50	COLUMBIA MEDICAL	8/27-8/31/2023
4078	10/11/2023	2,348.75	COLUMBIA MEDICAL	9/1-9/2/2023
4078	10/11/2023	11,556.50	COLUMBIA MEDICAL	9/10-9/16/2023
4078	10/11/2023	10,524.25	COLUMBIA MEDICAL	9/17-9/23/2023
4078	10/11/2023	9,323.25	COLUMBIA MEDICAL	9/24-9/30/2023
4078	10/11/2023	8,524.25	COLUMBIA MEDICAL	9/3-9/9/2023
4079	10/11/2023	5,250.00	DIRECT MEDICAL TRANSPORTATION	9/24-9/30/2023
4080	10/11/2023	769.16	ERIK PETERSON	OFFICE CHAIRS REIMBURSEMENT
4081	10/11/2023	1,016.91	JOY WINKELHAKE	VOL MR SEPT 2023
4082	10/11/2023	2,706.00	K & M MEDIVAN	9/1-9/9/2023
4082	10/11/2023	5,015.00	K & M MEDIVAN	9/10-9/16/2023
4082	10/11/2023	5,038.00	K & M MEDIVAN	9/17-9/23/2023
4082	10/11/2023	4,195.00	K & M MEDIVAN	9/24-9/30/2023
4083	10/11/2023	5,485.31	KANDIS LIDAY	VOL MR SEPT 2023
4084	10/11/2023	981.04	LEANN CHUINARD	VOL MR SEPT 2023
4085	10/11/2023	478.96	MARGARET MOORE	VOL MR SEPT 2023
4086	10/11/2023	10,852.40	METRO WEST	SEPT 2023
4087	10/11/2023	144.00	MOJO'S TRANSPORTATION INC	PROVIDER TRANSPORTATION 9.29; INV# 429
4088	10/11/2023	7,937.60	Ride Connection Bridge	9/23-9/30/2023
4088	10/11/2023	11,894.30	Ride Connection Bridge	9/9-9/22/2023
4089	10/11/2023	3,855.51	SEAN REKART	VOL MR SEPT 2023
4090	10/11/2023	113.00	SUNSET EMPIRE TRANSIT	AUG 2023
4090	10/11/2023	24.00	SUNSET EMPIRE TRANSIT	SEPT 2023
4090	10/11/2023	240.00	SUNSET EMPIRE TRANSIT	BUS PASSES 8.2023
4090	10/11/2023	200.00	SUNSET EMPIRE TRANSIT	BUS PASS 9.2023
4091	10/11/2023	15,083.50	TILLAMOOK CNTY TRANS. DIST.	SEPT 2023
4092	10/11/2023	2,715.80	WILLIAM NERENBERG	VOL MR SEPT 2023
4093	10/11/2023	858.01	Elan Financial Services	September 2023
4094	10/11/2023	3,217.73	JANNA SMITH	VOL MR SEPT 2023
4095	10/23/2023	857.10	GenXsys Solutions, LLC	October 2023 Managed Service Fund
4095	10/23/2023	875.00	GenXsys Solutions, LLC	October 2023 NW Computer Service
4095	10/23/2023	467.35	GenXsys Solutions, LLC	Oct 2023 Server Storage Virus Plan
4096	10/23/2023	46.25	Oregon State Police	NWR Background check Sept 2023
4097	10/23/2023	39.04	Pacific Office Automation	NWR/TCTD Copier Usage 9/9-10/9/2023
ACH POA 10.15	10/15/2023	508.90	Pacific Office Automation	POA COPIER LEASE 10.15.2023
Report Total		495,557.45		

Tillamook County Transportation District

Check/Voucher Register

1011 - Prop. Mgmt. Checking #7071

From 10/1/2023 Through 10/31/2023

<u>Docume... Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
4595	10/4/2023	18,064.09	CREATIVE CONTRACTING	APPLICATION FOR PAYMENT 9.20.23
4596	10/10/2023	1,687.50	CHRISSEY'S CLEANING SERVICE	Janitorial 9/1-9/30/2023
4597	10/10/2023	182.80	City Sanitary Service	9/1-9/30/23 Cardboard Rent/Recycling 1.5 yd 1xw
4598	10/10/2023	840.00	JNB MECHANICAL, INC.	Bldg Maintenance
4599	10/10/2023	493.38	TILLAMOOK CITY UTILITIES	9/1-9/30/23 WATER/SEWER
4600	10/10/2023	773.77	Tillamook PUD	Admin Electric 8/12-9/12/2023
4601	10/11/2023	241.51	Elan Financial Services	September 2023
4602	10/23/2023	5,479.32	Oregon Department of Transport	OTIB 0071 Loan
4603	10/23/2023	1,330.07	Marie Mills Bus Fares	Admin Office Janitorial Sept 2023
4603	10/23/2023	<u>242.33</u>	Marie Mills Bus Fares	Admin Janitorial Supplies Sept 2023
Report Total		<u>29,334.77</u>		

Tillamook County Transportation District

Financial Statement

01 - General Fund

From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
Resources						
Working Capital	3500	85,272.92	0.00	1,023,275.00	(1,023,275.00)	0.00%
Fares	4000	19,583.33	66,056.64	235,000.00	(168,943.36)	28.10%
Contract Revenue	4020	78,027.25	61,428.75	936,327.00	(874,898.25)	6.56%
Property Tax	4100	763.20	9,965.66	1,166,163.00	(1,156,197.34)	0.85%
Past Years Property Tax	4110	604.80	6,338.34	25,000.00	(18,661.66)	25.35%
State Timber Revenue	4120	0.00	79,398.93	368,245.00	(288,846.07)	21.56%
Mass Transit State Payroll Tax	4130	48,273.24	7,791.67	93,500.00	(11,947.68)	87.22%
Capital Grants	4210	0.00	115,436.25	1,385,235.00	(1,385,235.00)	0.00%
Grants - FTA 5311	4220	0.00	152,104.58	1,825,255.00	(1,194,829.00)	34.53%
Grants - 5311 (f)	4240	0.00	70,623.42	847,481.00	(686,407.00)	19.00%
Grants - 5310	4245	0.00	14,131.25	169,575.00	(169,575.00)	0.00%
Grants - 5305	4246	0.00	2,380.50	28,566.00	(28,566.00)	0.00%
Special Bus Operations	4300	0.00	88.17	1,058.00	(1,058.00)	0.00%
Miscellaneous Income	4400	0.00	7,366.75	88,401.00	(82,601.70)	6.56%
Sale of Assets - Income	4410	0.00	250.00	3,000.00	(3,000.00)	0.00%
Interest Income	4510	1,182.93	2,083.33	25,000.00	(21,379.16)	14.48%
Transfer from NWOTA	4917	0.00	250.00	3,000.00	(3,000.00)	0.00%
Transfer from STIF Fund	4918	0.00	64,107.00	769,284.00	(769,284.00)	0.00%
Total Resources		<u>71,281.88</u>	<u>1,105,660.78</u>	<u>8,993,365.00</u>	<u>(7,887,704.22)</u>	<u>12.29%</u>
Expenses						
Personnel Services						
Payroll: Administration	5010	34,728.09	41,039.67	492,476.00	340,253.59	30.90%
Payroll: Dispatch	5020	3,017.12	13,695.83	164,350.00	149,283.28	9.16%
Payroll: Drivers	5030	73,566.69	108,836.67	1,306,040.00	977,691.25	25.14%

Tillamook County Transportation District

Financial Statement

01 - General Fund

From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
5040 Payroll: Maintenance	9,966.67	13,656.25	34,898.67	163,875.00	128,976.33	21.29%
5050 Payroll Expense	17,307.03	14,375.58	53,664.15	172,507.00	118,842.85	31.10%
5051 Payroll Healthcare	37,826.06	45,385.00	143,272.59	544,620.00	401,347.41	26.30%
5052 Payroll Retirement	3,764.17	7,461.09	21,230.79	89,533.00	68,302.21	23.71%
5053 Payroll Veiba	3,214.08	3,525.00	14,054.85	42,300.00	28,245.15	33.22%
Workers Compensation Ins.	0.00	2,666.67	39,899.81	32,000.00	(7,899.81)	124.68%
Total Personnel Services	183,389.91	250,641.76	802,658.74	3,007,701.00	2,205,042.26	26.69%
Materials and Services						
5100 Professional Services	2,191.87	10,375.00	42,890.35	124,500.00	81,609.65	34.45%
5103 Planning	0.00	2,380.50	0.00	28,566.00	28,566.00	0.00%
5120 Dues & Subscriptions	4,334.98	895.00	6,819.92	10,740.00	3,920.08	63.50%
5140 Office Equipment R&R	0.00	308.33	0.00	3,700.00	3,700.00	0.00%
5145 Computer R&M	1,610.30	2,043.92	6,589.37	24,527.00	17,937.63	26.86%
5150 Fees & Licenses	13,349.98	1,872.75	21,719.43	22,473.00	753.57	96.64%
5160 Insurance	0.00	12,078.50	0.00	144,942.00	144,942.00	0.00%
5170 Office Expense	1,032.53	854.17	4,188.49	10,250.00	6,061.51	40.86%
5175 Board Expense	4,329.87	1,487.08	10,673.69	17,845.00	7,171.31	59.81%
5180 Operational Expense	2,285.64	3,653.17	15,238.57	43,838.00	28,599.43	34.76%
5185 Drug & Alcohol Administration	0.00	125.00	315.00	1,500.00	1,185.00	21.00%
5190 Marketing	1,105.99	6,973.75	6,905.98	83,685.00	76,779.02	8.25%
5210 Telephone Expense	1,180.01	1,347.75	5,801.51	16,173.00	10,371.49	35.87%
5220 Travel & Training	283.34	1,833.34	1,559.49	22,000.00	20,440.51	7.08%
5240 Vehicle Expense	12,836.65	12,500.00	120,453.36	150,000.00	29,546.64	80.30%
5245 Diesel & Gasoline Fuel	0.00	31,350.00	101,952.75	376,200.00	274,247.25	27.10%
5247 Propane Fuel	0.00	2,500.00	0.00	30,000.00	30,000.00	0.00%
5260 Postage	231.90	105.67	470.60	1,268.00	797.40	37.11%

Tillamook County Transportation District

Financial Statement

01 - General Fund

From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
Member Mileage Reimbursement	5266	0.00	5,000.00	0.00	(5,000.00)	0.00%
Mgmt/Labor Recreation Fund	5270	0.00	1,575.06	3,985.00	2,409.94	39.52%
Office Rent	5281	0.00	0.00	12,900.00	12,900.00	0.00%
Transit Center Maint	5285	1,384.41	4,829.08	20,348.00	15,518.92	23.73%
Operations Facility Maint.	5346	140.16	1,879.20	4,200.00	2,320.80	44.74%
Total Materials and Services	46,297.63	96,136.68	358,861.85	1,153,640.00	794,778.15	31.11%
Transfers						
Transfer to LGIP 5931	9100	0.00	0.00	156,913.00	156,913.00	0.00%
Transfer to Vehicle Reserve	9150	0.00	0.00	3,000.00	3,000.00	0.00%
Transfer to NWOTA Fund	9160	0.00	0.00	1,208,976.00	1,208,976.00	0.00%
Unappropriated Ending Fund Bal	9180	0.00	0.00	539,261.00	539,261.00	0.00%
Total Transfers	0.00	159,012.50	0.00	1,908,150.00	1,908,150.00	0.00%
Capital Outlay						
Capital Purchases						
Bus Replacement/Addition	6000	0.00	0.00	638,649.00	638,649.00	0.00%
Van Replacement/Addition	6010	0.00	94,488.50	179,460.00	84,971.50	52.65%
Bus Stop Signage/Shelters	6040	0.00	0.00	1,368,976.00	1,368,976.00	0.00%
Other Capital Projects	6050	3,618.60	8,397.25	148,548.00	140,150.75	5.65%
Total Capital Purchases	3,618.60	194,636.08	102,885.75	2,335,633.00	2,232,747.25	4.41%
Total Capital Outlay	3,618.60	194,636.08	102,885.75	2,335,633.00	2,232,747.25	4.41%
Total Expenses	233,306.14	700,427.02	1,264,406.34	8,405,124.00	7,140,717.66	15.04%

Tillamook County Transportation District
Financial Statement

02 - Property Management Fund
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
Resources						
Working Capital	0.00	3,750.00	0.00	45,000.00	(45,000.00)	0.00%
Lease Income	1,700.00	3,000.00	5,100.00	36,000.00	(30,900.00)	14.16%
Lease Operational Exp Income	0.00	1,250.00	785.45	15,000.00	(14,214.55)	5.23%
Transfer From General Fund	0.00	1,159.25	0.00	13,911.00	(13,911.00)	0.00%
Total Resources	<u>1,700.00</u>	<u>9,159.25</u>	<u>5,885.45</u>	<u>109,911.00</u>	<u>(104,025.55)</u>	<u>5.35%</u>
Expenses						
Materials and Services						
Professional Services	0.00	166.67	0.00	2,000.00	2,000.00	0.00%
Property Operating Expense	2,106.43	2,383.33	7,095.19	28,600.00	21,504.81	24.80%
Property Maint. & Repair	2,246.32	2,932.67	15,660.56	35,192.00	19,531.44	44.50%
Total Materials and Services	<u>4,352.75</u>	<u>5,482.67</u>	<u>22,755.75</u>	<u>65,792.00</u>	<u>43,036.25</u>	<u>34.59%</u>
Capital Outlay						
Debt Service						
PUD Loan Expense	0.00	570.83	0.00	6,850.00	6,850.00	0.00%
OTIB TVC Loan 0071	5,479.32	913.25	5,479.32	10,959.00	5,479.68	49.99%
OTIB Loan 0061	0.00	2,192.50	13,155.22	26,310.00	13,154.78	50.00%
Total Debt Service	<u>5,479.32</u>	<u>3,676.58</u>	<u>18,634.54</u>	<u>44,119.00</u>	<u>25,484.46</u>	<u>42.24%</u>
Capital Purchases						
Building Repair & Renovation	56,700.43	0.00	75,604.52	0.00	(75,604.52)	0.00%
Total Capital Purchases	<u>56,700.43</u>	<u>0.00</u>	<u>75,604.52</u>	<u>0.00</u>	<u>(75,604.52)</u>	<u>0.00%</u>
Total Capital Outlay	<u>62,179.75</u>	<u>3,676.58</u>	<u>94,239.06</u>	<u>44,119.00</u>	<u>(50,120.06)</u>	<u>213.60%</u>
Total Expenses	<u>66,532.50</u>	<u>9,159.25</u>	<u>116,994.81</u>	<u>109,911.00</u>	<u>(7,083.81)</u>	<u>106.45%</u>

Tillamook County Transportation District

Financial Statement

04 - Capital Reserve Fund

From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
Resources						
Working Capital	0.00	71,416.67	0.00	857,000.00	(857,000.00)	0.00%
Interest Income	7,834.72	2,083.33	29,914.05	25,000.00	4,914.05	119.65%
Total Resources	<u>7,834.72</u>	<u>73,500.00</u>	<u>29,914.05</u>	<u>882,000.00</u>	<u>(852,085.95)</u>	<u>3.39%</u>
Expenses						
Materials and Services						
Fees & Licenses	0.00	0.00	0.10	0.00	(0.10)	0.00%
Total Materials and Services	<u>0.00</u>	<u>0.00</u>	<u>0.10</u>	<u>0.00</u>	<u>(0.10)</u>	<u>0.00%</u>
Transfers						
Reserve for Future Expenditure	0.00	73,500.00	0.00	882,000.00	882,000.00	0.00%
Total Transfers	<u>0.00</u>	<u>73,500.00</u>	<u>0.00</u>	<u>882,000.00</u>	<u>882,000.00</u>	<u>0.00%</u>
Total Expenses	<u>0.00</u>	<u>73,500.00</u>	<u>0.10</u>	<u>882,000.00</u>	<u>881,999.90</u>	<u>0.00%</u>

Tillamook County Transportation District

Financial Statement

05 - Vehicle Purchase Reserve Fund
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
Resources						
Working Capital	0.00	2,852.08	0.00	34,225.00	(34,225.00)	0.00%
Transfer From General Fund	0.00	250.00	0.00	3,000.00	(3,000.00)	0.00%
Total Resources	<u>0.00</u>	<u>3,102.08</u>	<u>0.00</u>	<u>37,225.00</u>	<u>(37,225.00)</u>	<u>0.00%</u>
Expenses						
Transfers						
Reserve for Future Expenditure	0.00	3,102.08	0.00	37,225.00	37,225.00	0.00%
Total Transfers	<u>0.00</u>	<u>3,102.08</u>	<u>0.00</u>	<u>37,225.00</u>	<u>37,225.00</u>	<u>0.00%</u>
Total Expenses	<u>0.00</u>	<u>3,102.08</u>	<u>0.00</u>	<u>37,225.00</u>	<u>37,225.00</u>	<u>0.00%</u>

Tillamook County Transportation District

Financial Statement

06 - Bus Wash Maintenance Reserve
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
Resources						
Working Capital	0.00	1,928.33	0.00	23,140.00	(23,140.00)	0.00%
Total Resources	0.00	1,928.33	0.00	23,140.00	(23,140.00)	0.00%
Expenses						
Transfers						
Reserve for Future Expenditure	0.00	1,928.33	0.00	23,140.00	23,140.00	0.00%
Total Transfers	0.00	1,928.33	0.00	23,140.00	23,140.00	0.00%
Total Expenses	0.00	1,928.33	0.00	23,140.00	23,140.00	0.00%

Tillamook County Transportation District

Financial Statement

08 - Northwest Oregon Transit Allia
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
Resources						
Working Capital	0.00	6,666.67	0.00	80,000.00	(80,000.00)	0.00%
NWOTA Partner Cont. Match	0.00	15,301.33	12,000.00	183,616.00	(171,616.00)	6.53%
Transfer From General Fund	0.00	100,748.00	0.00	1,208,976.00	(1,208,976.00)	0.00%
Transfer from STIF Fund	0.00	13,333.33	0.00	160,000.00	(160,000.00)	0.00%
Total Resources	<u>0.00</u>	<u>136,049.33</u>	<u>12,000.00</u>	<u>1,632,592.00</u>	<u>(1,620,592.00)</u>	<u>0.74%</u>
Expenses						
Materials and Services						
Professional Services	1,902.00	416.67	3,659.50	5,000.00	1,340.50	73.19%
Administrative Support	0.00	2,083.33	5,397.80	25,000.00	19,602.20	21.59%
Website Maintenance	4,375.00	1,250.00	4,444.99	15,000.00	10,555.01	29.63%
Marketing	28,133.67	3,333.33	30,508.67	40,000.00	9,491.33	76.27%
Travel & Training	2,546.01	833.33	5,324.24	10,000.00	4,675.76	53.24%
Total Materials and Services	<u>36,956.68</u>	<u>7,916.66</u>	<u>49,335.20</u>	<u>95,000.00</u>	<u>45,664.80</u>	<u>51.93%</u>
Transfers						
Transfer to General Fund	0.00	250.00	0.00	3,000.00	3,000.00	0.00%
Unappropriated Ending Fund Bal	0.00	13,801.33	0.00	165,616.00	165,616.00	0.00%
Total Transfers	<u>0.00</u>	<u>14,051.33</u>	<u>0.00</u>	<u>168,616.00</u>	<u>168,616.00</u>	<u>0.00%</u>
Capital Outlay						
Capital Purchases						
Bus Stop Signage/Shelters	0.00	114,081.33	0.00	1,368,976.00	1,368,976.00	0.00%
Total Capital Purchases	<u>0.00</u>	<u>114,081.33</u>	<u>0.00</u>	<u>1,368,976.00</u>	<u>1,368,976.00</u>	<u>0.00%</u>
Total Capital Outlay	<u>0.00</u>	<u>114,081.33</u>	<u>0.00</u>	<u>1,368,976.00</u>	<u>1,368,976.00</u>	<u>0.00%</u>
Total Expenses	<u>36,956.68</u>	<u>136,049.32</u>	<u>49,335.20</u>	<u>1,632,592.00</u>	<u>1,583,256.80</u>	<u>3.02%</u>

Tillamook County Transportation District

Financial Statement

09 - NW RIDES ACCOUNT

From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
Resources						
Working Capital	3500 0.00	8,333.33	0.00	100,000.00	(100,000.00)	0.00%
NWR Revenue	4026 426,227.03	373,966.42	1,710,387.10	4,487,597.00	(2,777,209.90)	38.11%
NWR Reserve	4027 0.00	0.00	0.00	325,000.00	(325,000.00)	0.00%
Interest Income	4510 0.00	66.67	0.00	800.00	(800.00)	0.00%
Total Resources	<u>426,227.03</u>	<u>382,366.42</u>	<u>1,710,387.10</u>	<u>4,913,397.00</u>	<u>(3,203,009.90)</u>	<u>34.81%</u>
Expenses						
Personnel Services						
Payroll: Administration	5010 20,689.59	32,731.75	90,675.93	392,781.00	302,105.07	23.08%
Payroll: Indirect	5041 1,039.80	1,771.25	4,159.20	21,255.00	17,095.80	19.56%
Payroll Expense	5050 1,827.60	2,994.58	8,980.79	35,935.00	26,954.21	24.99%
Payroll Healthcare	5051 7,515.30	8,683.50	46,774.03	104,202.00	57,427.97	44.88%
Payroll Retirement	5052 2,668.24	2,630.17	6,283.00	31,562.00	25,279.00	19.90%
Payroll Veba	5053 795.66	1,233.75	4,434.70	14,805.00	10,370.30	29.95%
Workers Compensation Ins.	5055 0.00	41.67	0.00	500.00	500.00	0.00%
Total Personnel Services	<u>34,536.19</u>	<u>50,086.67</u>	<u>161,307.65</u>	<u>601,040.00</u>	<u>439,732.35</u>	<u>26.84%</u>
Materials and Services						
Professional Services	5100 0.00	416.67	1,020.00	5,000.00	3,980.00	20.40%
Office Equipment R&R	5140 508.90	225.00	1,278.06	2,700.00	1,421.94	47.33%
Computer R&M	5145 2,199.45	1,768.08	9,858.19	21,217.00	11,358.81	46.46%
Fees & Licenses	5150 0.00	4,416.67	0.00	53,000.00	53,000.00	0.00%
Insurance	5160 0.00	513.92	0.00	6,167.00	6,167.00	0.00%
Office Expense	5170 91.57	416.67	1,461.79	5,000.00	3,538.21	29.23%
Operational Expense	5180 154.56	125.00	896.81	1,500.00	603.19	59.78%
Telephone Expense	5210 1,917.94	1,608.33	7,519.70	19,300.00	11,780.30	38.96%

MONTHLY BOARD REPORTING - ALL ACCOUNTS

Tillamook County Transportation District

Financial Statement

09 - NW RIDES ACCOUNT

From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
5220 Travel & Training	0.00	125.00	76.92	1,500.00	1,423.08	5.12%
5260 Postage	9.95	41.67	9.95	500.00	490.05	1.99%
5265 Purchased Transportation	139,336.50	299,235.67	934,418.82	3,590,828.00	2,656,409.18	26.02%
5266 Member Mileage Reimbursement	30,000.00	13,310.42	90,000.00	159,725.00	69,725.00	56.34%
5267 Volunteer Mileage Reimburse	38,708.87	10,521.92	132,515.44	126,263.00	(6,252.44)	104.95%
5281 Office Rent	0.00	400.00	0.00	4,800.00	4,800.00	0.00%
5300 Property Operating Expense	0.00	250.00	0.00	3,000.00	3,000.00	0.00%
Total Materials and Services	212,927.74	333,375.02	1,179,055.68	4,000,500.00	2,821,444.32	29.47%
Transfers						
9175 Reserve for Future Expenditure	0.00	25,988.08	0.00	311,857.00	311,857.00	0.00%
Total Transfers	0.00	25,988.08	0.00	311,857.00	311,857.00	0.00%
Total Expenses	247,463.93	409,449.77	1,340,363.33	4,913,397.00	3,573,033.67	27.28%

Tillamook County Transportation District

Financial Statement

10 - STIF

From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
Resources						
Working Capital	0.00	42,818.83	0.00	513,826.00	(513,826.00)	0.00%
STIF Formula	0.00	25,361.83	205,619.00	304,342.00	(98,723.00)	67.56%
STIF Intercommunity	0.00	11,666.67	0.00	140,000.00	(140,000.00)	0.00%
STIF Discretionary	0.00	38,504.00	0.00	462,048.00	(462,048.00)	0.00%
Interest Income	860.09	0.00	1,799.81	0.00	1,799.81	0.00%
Total Resources	<u>860.09</u>	<u>118,351.33</u>	<u>207,418.81</u>	<u>1,420,216.00</u>	<u>(1,212,797.19)</u>	<u>14.60%</u>
Expenses						
Materials and Services						
Fees & Licenses	0.00	0.00	0.15	0.00	(0.15)	0.00%
Total Materials and Services	<u>0.00</u>	<u>0.00</u>	<u>0.15</u>	<u>0.00</u>	<u>(0.15)</u>	<u>0.00%</u>
Special Payments						
STF Payments to Recipients	0.00	1,766.00	0.00	21,192.00	21,192.00	0.00%
STIF Payments to Recipients	0.00	3,271.75	0.00	24,861.00	24,861.00	0.00%
Total Special Payments	<u>0.00</u>	<u>5,037.75</u>	<u>0.00</u>	<u>46,053.00</u>	<u>46,053.00</u>	<u>0.00%</u>
Transfers						
Transfer to General Fund	0.00	64,107.00	0.00	769,284.00	769,284.00	0.00%
Reserve for Future Expenditure	0.00	42,818.83	0.00	513,826.00	513,826.00	0.00%
Unappropriated Ending Fund Bal	0.00	7,587.75	0.00	91,053.00	91,053.00	0.00%
Total Transfers	<u>0.00</u>	<u>114,513.58</u>	<u>0.00</u>	<u>1,374,163.00</u>	<u>1,374,163.00</u>	<u>0.00%</u>
Total Expenses	<u>0.00</u>	<u>119,551.33</u>	<u>0.15</u>	<u>1,420,216.00</u>	<u>1,420,215.85</u>	<u>0.00%</u>

UMPQUA BANK: CLOSING DATE 10/23/2023

Date	Vendor	Description of Transaction	Amount
CATHY BOND			
10/03/23	Endicia	NWR Postage	\$9.95
10/05/23	Field Print	NWR Finger Print	\$12.50
10/05/23	Above	Financial Computer Software	\$29.99
10/12/23	Werner Beef & Brew	Operation Meeting Meal	\$46.15
10/12/23	Language Line	NWR Phone/Interpreter	\$51.35
10/16/23	Safeway	TCTD Meals	\$81.00
10/16/23	Field Print	NWR Finger Print	\$12.50
10/17/23	Lowes	Building Renovation	\$139.00
10/17/23	Lowes	Building Renovation	\$508.00
10/23/23	Iron Mountain	Office - Shredder	\$181.07
10/23/23	Adobe	Admin. Computer Software	\$84.99
10/23/23	Language Line	NWR Phone/Interpreter	\$7.90
10/23/23	Language Line	NWR Phone/Interpreter	\$23.70
			\$1,188.10
BRIAN VITULLI			
09/26/23	Trimet	Zero Emmission Bus Conference	\$2.50
09/26/23	Alaska Airlines	ZEB Conference Mileage	\$68.99
09/27/23	Town & Country Resort	ZEB Conference Meal	\$80.81
09/27/23	Cvent	ZEB Conference Tour	\$25.00
09/27/23	MTS Pronto	ZEB Conference Mileage	\$10.00
09/27/23	Henry's Tavern	ZEB Conference Meal	\$29.50
09/27/23	Portland Coffee Roasters	ZEB Conference Meal	\$5.50
09/28/23	Davanti Enoteca	ZEB Conference Meal	\$35.09
09/28/23	Town & Country Market	ZEB Conference Meal	\$68.01
10/02/23	Alaska Airlines	ZEB Conference Meal	\$7.50
10/02/23	Alaska Airlines	ZEB Conference Mileage	\$68.99
10/02/23	Sea Tavern	ZEB Conference Meal	\$33.01
10/02/23	Peet's Coffee	ZEB Conference Meal	\$7.10
10/02/23	Werner Beef & Brew	ZEB Conference Meal	\$14.89
10/02/23	Town & Country Resort	ZEB Conference Lodging	\$820.54
10/18/23	Surf Squatch Espresso	People's Coast Summit Conference Meal	\$7.50
			\$1,284.93
MIKE REED			
10/6/2023	Paypal	CDL Test	\$240.00
10/10/2023	Amazon	Operations/Headlight Assembly	\$112.50
10/18/2023	La Mexicana	Operation Lunch	\$31.90
10/23/2023	Pelican Pub & Brewery	Operation Lunch	\$54.00
			\$438.40
NATALIE ZUERCHER			
10/02/23	Zoom	Subscription	\$40.00
10/02/23	Indeed	Recruitment	\$90.00
10/06/23	Endicia	Postage	\$50.00
10/10/23	Endicia	Postage	\$131.90
10/11/23	Amazon	Office Supplies	\$58.58
10/16/23	Endicia	Postage	\$50.00
10/16/23	The Fern Café	Staff Meeting Lunch	\$80.25
10/16/23	Endicia	Subscription	\$29.99
10/17/23	Amazon	Subscription	\$14.99
10/18/23	Indeed	Recruitment	\$510.00
10/18/23	Indeed	Recruitment	\$505.99
			\$1,561.70
Grand Total Due			\$4,473.13

APPROVAL

DATE

Brian Vitulli 12/15/2023


October 2023 Statement

Open Date: 09/26/2023 Closing Date: 10/23/2023


Visa® Company Card with Rewards

Account:

17790

**Elan Financial
Services**
 1-866-552-8855

BUS 30 ELN

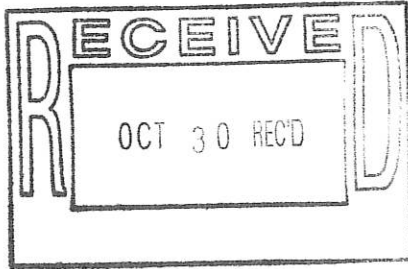
8

15

TILLAMOOK CNTY TRANS (CPN 001469460)

New Balance	\$4,473.13
Minimum Payment Due	\$45.00
Payment Due Date	11/22/2023

Reward Points	
Earned This Statement	5,008
Reward Center Balance	147,903
as of 10/22/2023	
For details, see your rewards summary.	


ENTERED 

Activity Summary		
Previous Balance	+	\$3,522.97
Payments	-	\$3,522.97 ^{CR}
Other Credits		\$0.00
Purchases	+	\$4,473.13
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
New Balance	=	\$4,473.13
Past Due		\$0.00
Minimum Payment Due		\$45.00
Credit Line		\$10,000.00
Available Credit		\$5,526.87
Days in Billing Period		28

Payment Options:

 Mail payment coupon
with a check

 Pay online at
myaccountaccess.com

 Pay by phone
1-866-552-8855

Please detach and send coupon with check payable to: Elan Financial Services CPN 001469460


Visa Business Rewards Company Card

Rewards Center Activity as of 10/22/2023	
Rewards Center Activity*	0
Rewards Center Balance	147,903

*This item includes points redeemed, expired and adjusted.

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	3,940	42,460
Gas, Restaurants & Telecom Double Points	1,068	7,674
FIRST USE BONUS	0	2,500
Total Earned	5,008	52,634

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.

Transactions		BOND, CATHY	Credit Limit \$2500		
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
10/03	10/02	5769	ENDICIA 800-576-3279 TX	\$9.95	_____
10/05	10/05	5618	FIELDPRINT INC 888-291-1369 PA	\$12.50	_____
10/05	10/04	1704	ADOBE *ACROPRO SUBS 408-536-6000 CA	\$29.99	_____
10/12	10/11	0880	TIL*RZ WERNER BEEF&BRE TILLAMOOK OR	\$46.15	_____
10/12	10/11	6723	LANGUAGE LINE, INC. 800-7526096 CA	\$51.35	_____
10/16	10/13	1053	SAFEWAY #2723 TILLAMOOK OR	\$81.00	_____
10/16	10/16	0428	FIELDPRINT INC 888-291-1369 PA	\$12.50	_____
10/17	10/15	9156	LOWES #01558* HILLSBORO OR	\$139.00	_____
10/17	10/15	9230	LOWES #01558* HILLSBORO OR	\$508.00	_____
10/23	10/21	4317	IRON MOUNTAIN 800-934-3453 MA	\$181.07	_____
10/23	10/22	4781	ADOBE INC. 408-536-6000 CA	\$84.99	_____
10/23	10/21	7957	LANGUAGE LINE, INC. 800-7526096 CA	\$7.90	_____
10/23	10/21	0482	LANGUAGE LINE, INC. 800-7526096 CA	\$23.70	_____
Total for Account				2022	\$1,188.10



Transactions REED, MICHAEL Credit Limit \$3500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
10/06	10/03	6440	PAYPAL *TRANSPORTWI SAN JOSE OR	\$240.00	_____
10/10	10/07	4558	AMAZON.COM*TE3NR8V22 SEATTLE WA	\$112.50	_____
10/18	10/16	6880	LA MEXICANA RESTAURANT TILLAMOOK OR	\$31.90	_____
10/23	10/20	1612	PELICAN PUB & BREWERY PACIFIC CITY OR	\$54.00	_____
			Total for Account	3595	\$438.40

Transactions ZUERCHER, NATALIE Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
10/02	09/29	1334	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$40.00	_____
10/02	10/01	3524	Indeed Jobs 800-4625842 TX	\$90.00	_____
10/06	10/05	4802	USPS STAMPS ENDICIA 888-434-0055 DC	\$50.00	_____
10/10	10/06	2122	ENDICIA STORE 800-576-3279 TX	\$131.90	_____
10/11	10/11	3213	Amazon.com*TE15Z0A61 Amzn.com/bill WA	\$58.58	_____
10/16	10/13	4163	USPS STAMPS ENDICIA 888-434-0055 DC	\$50.00	_____
10/16	10/13	2126	THE FERN CAFE AND LOUN TILLAMOOK OR	\$80.25	_____
10/16	10/15	9408	ENDICIA 800-576-3279 TX	\$29.99	_____
10/17	10/16	1510	Amazon Prime*TP1OE9WN0 Amzn.com/bill WA	\$14.99	_____
10/18	10/18	6821	Indeed Jobs 800-4625842 TX	\$510.00	_____
10/18	10/17	7220	Indeed Jobs 800-4625842 TX	\$505.99	_____
			Total for Account	4599	\$1,561.70

Transactions VITULLI, BRIAN A Credit Limit \$10000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
09/26	09/25	0295	TRIMET TVM PORTLAND OR	\$2.50	_____
09/26	09/24	0353	ALASKA AI SEATTLE WA	\$68.99	_____
09/27	09/25	4887	TOWN AND COUNTRY - F&B 619-2917131 CA	\$80.81	_____
09/27	09/26	8626	EVENT* CTE 157-12268300 VA	\$25.00	_____
09/27	09/26	9016	MTS- PRONTO 619-595-5636 CA	\$10.00	_____
09/27	09/26	9489	HENRY'S TAVERN - PORTL PORTLAND OR	\$29.50	_____
09/27	09/26	2659	TST* PORTLAND ROASTING PORTLAND OR	\$5.50	_____
09/28	09/27	1332	DAV ENOTECA LITTLE SAN DIEGO CA	\$35.09	_____
09/28	09/26	8313	TOWN AND COUNTRY - F&B 619-2917131 CA	\$68.01	_____
10/02	09/29	3945	ALASKA AIR IN FLIGHT SEATAC WA	\$7.50	_____


Transactions VITULLI, BRIAN A Credit Limit \$10000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
10/02	09/28	0778	ALASKA AI SEATTLE WA	\$68.99	_____
10/02	09/29	6673	TST* SEA TAVERN SAN DIEGO CA	\$33.01	_____
10/02	09/29	4340	SQ *PEET'S COFFEE - 41 Portland OR	\$7.10	_____
10/02	09/30	2530	TIL*RZ WERNER BEEF&BRE TILLAMOOK OR	\$14.89	_____
10/02	09/29	1901	TOWN AND COUNTRY - LOD SAN DIEGO CA	\$820.54	_____
10/18	10/17	1094	SQ *SURF SQUATCH ESPRE Seaside OR	\$7.50	_____
			Total for Account	9476	\$1,284.93

Transactions BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					
10/18	10/16	0040	PAYMENT THANK YOU	\$2,423.45CR	_____
10/18	10/16	0040	PAYMENT THANK YOU	\$858.01CR	_____
10/18	10/16	0040	PAYMENT THANK YOU	\$241.51CR	_____
			Total for Account	7790	\$3,522.97CR

2023 Totals Year-to-Date	
Total Fees Charged in 2023	\$39.00
Total Interest Charged in 2023	\$86.75


Interest Charge Calculation

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

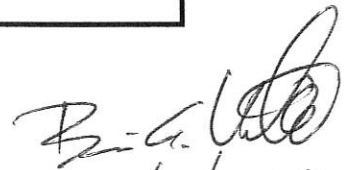
**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	17.49%	
**PURCHASES	\$4,473.13	\$0.00	YES	\$0.00	17.49%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	29.24%	

Contact Us

 Phone Voice: 1-866-552-8855 TDD: 1-888-352-6455 Fax: 1-866-807-9053	 Questions Elan Financial Services P.O. Box 6353 Fargo, ND 58125-6353	 Mail payment coupon with a check Elan Financial Services P.O. Box 790408 St. Louis, MO 63179-0408	 Online myaccountaccess.com
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FRED MEYER CARD CHARGES - October 2023		
Date	Description of Transaction	Amount
CARD #3 - NATALIE ZUERCHER, ADMIN ASSISTANT		
10/12/23	NWOTA Meal	\$ 154.72
	08.000.5220.703.00	\$ 154.72
CARD #4 - CATHY BOND, FINANCE SUPERVISOR		
10/07/23	Operation Expense - Halloween Candy	\$ 67.96
10/07/23	Office Expense - Super Glue	\$ 14.48
10/18/23	Board Expense - Meal	\$ 43.72
10/30/23	Operation Expense - Facebook Halloween Game	\$ 150.00
10/31/23	Operation Expense - Meal	\$ 41.45
10/31/23	Operation Expense- Meal	\$ 37.07
10/31/23	NWR Operation Expense - Meal	\$ 37.06
	01.001.5180.999.00	\$ 296.48
	01.001.5175.999.00	\$ 43.72
	09.000.5180.999.00	\$ 37.06
	01.001.5170.999.00	\$ 14.48
		\$ 391.74
CARD # 5 - MARK STRICKER, OPERATIONS COORDINATOR		
10/08/23	Operation Expense -Bus Cleaning Supplies	\$ 157.52
10/15/23	Operation Expense -Bus Cleaning Supplies	\$ 65.39
10/22/23	Office Expense - Hanging File/Binder	\$ 57.97
10/29/23	Office Expense - Sheet Protector/File Folders	\$ 25.33
11/01/23	Operation Expense - Hose Nozel/Caution Tape	\$ 25.97
11/01/23	Operation Expense - Meal	\$ 7.03
	01.002.5180.999.00	\$ 7.03
	01.003.5180.154.00	\$ 248.88
	01.002.5170.999.00	\$ 83.30
		\$ 339.21
	Grand Total	\$ 885.67
DATE	APPROVAL	

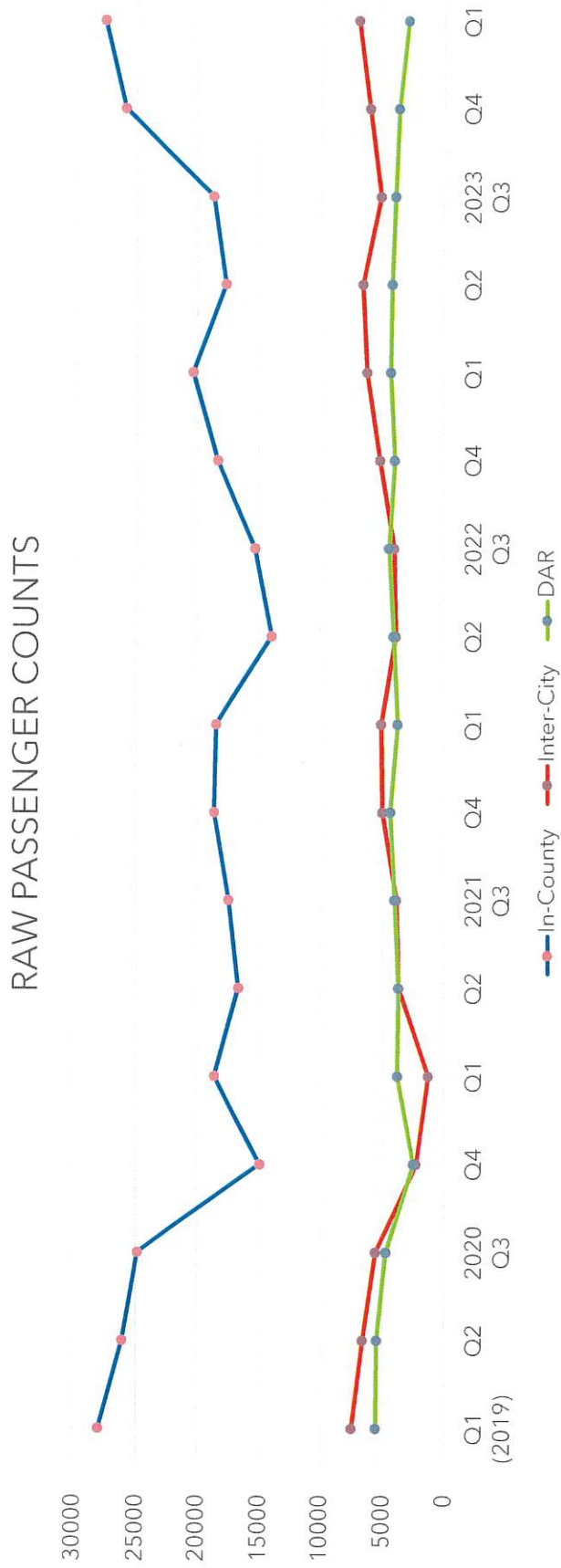

 11/15/2023

**TCTD Operations
Statistics &
Analysis
FY 2023/24 Q1**

DECEMBER 2023

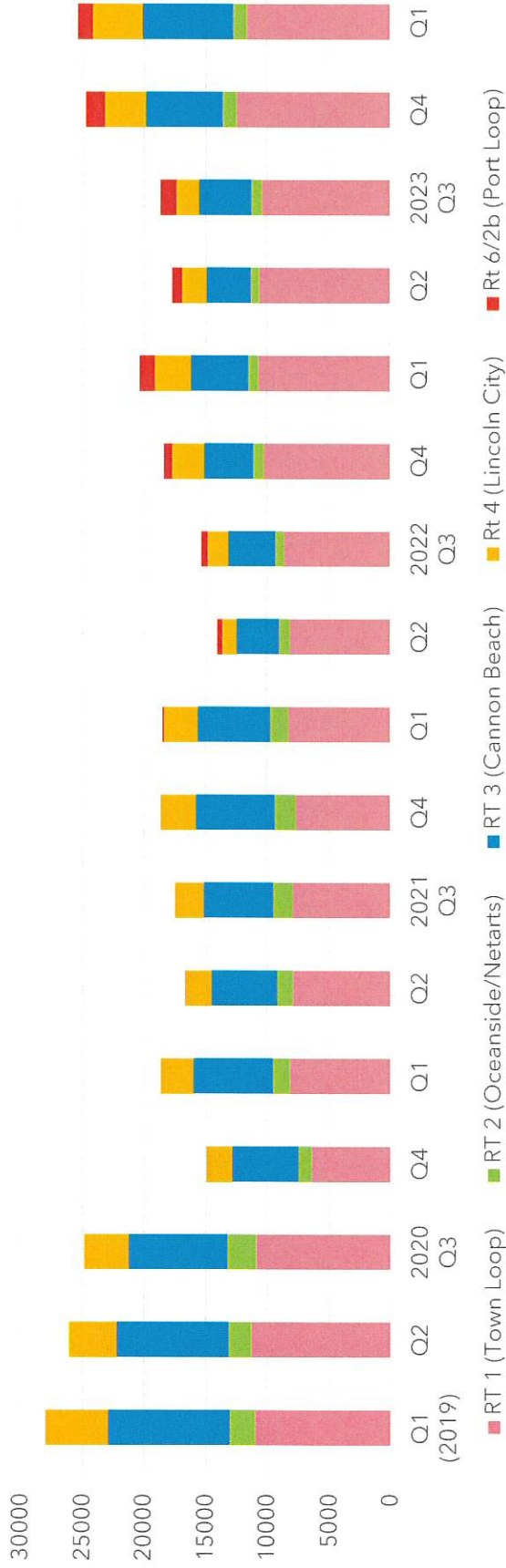


QUARTERLY RIDERSHIP BY SERVICE TYPE



IN-COUNTY RIDERSHIP BY ROUTE

July 2019 thru September 2023





IN-COUNTY ROUTES

2019 & 2023 Q1

PERFORMANCE

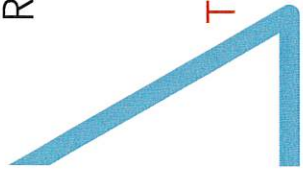
Comparison

ROUTE 1: 10,992-11,637 (+5.9%)
 ROUTE 2: 2,058-1,115 (-45.8%)
 ROUTE 3: 9,829-7,385 (-24.8%)
 ROUTE 4: 5,132-4,134 (-19.4%)

ROUTE 6 Q1 2022-23
 1,200 (+1,200)

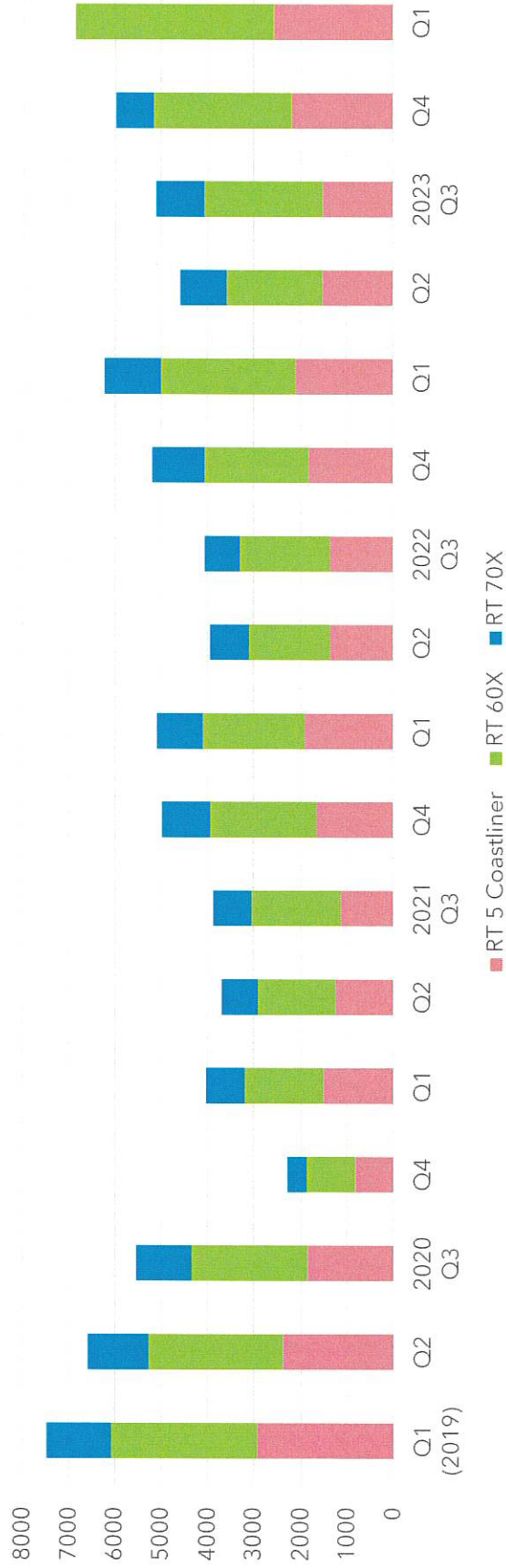
TOTALS: 28,011-25,471 (-9.1%)

July-Sept 2019 & July-Sept 2023



INTER-CITY RIDERSHIP BY ROUTE

July 2019 thru September 2023



INTER-CITY ROUTES

2019-2023 Q1

PERFORMANCE

ROUTE 5: 2,924-2,572 (-12.0%)
 RT 60X: 3,160-4,297 (+36.0%)
 RT 70X: 1,405-0
 (service discontinued)

TOTALS: 7,489-6,869 (-8.3%)

July-Sept 2019 & July-Sept 2023

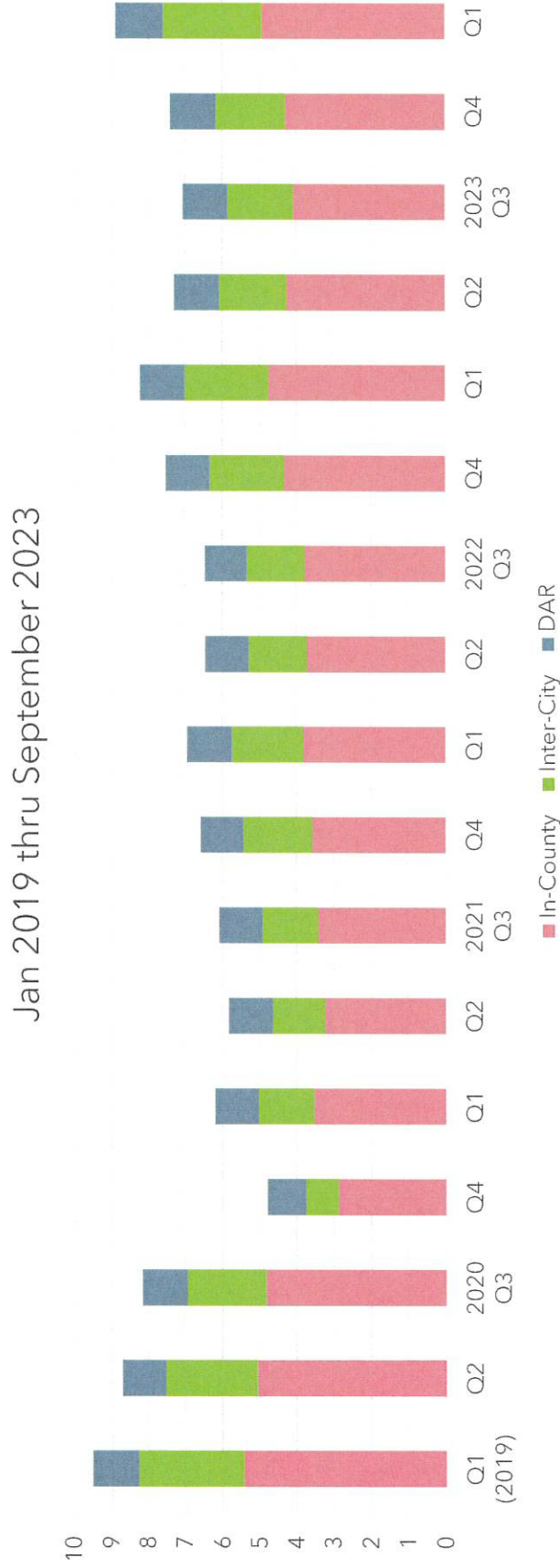


Dial-A-Ride Ridership by Service Type

July 2019 thru September 2023



Quarterly Passengers per Service Hour By Service Type

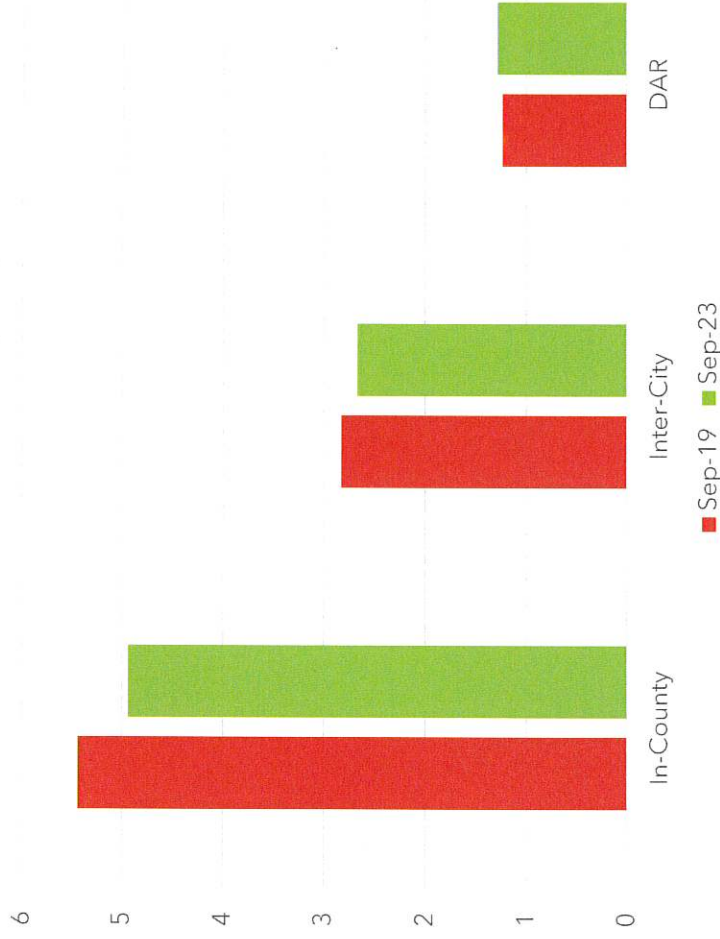


**Passengers/Hr by
Service Type
2019-2023 Q1
PERFORMANCE**

In-County: 5.44-4.94 (-9.2%)
 Inter-City: 2.83-2.67 (-5.6%)
 DAR: 1.25-1.30 (+4.0%)

TOTALS: 9.52-8.91 (-6.4%)

July-Sept 2019 & July-Sept 2023

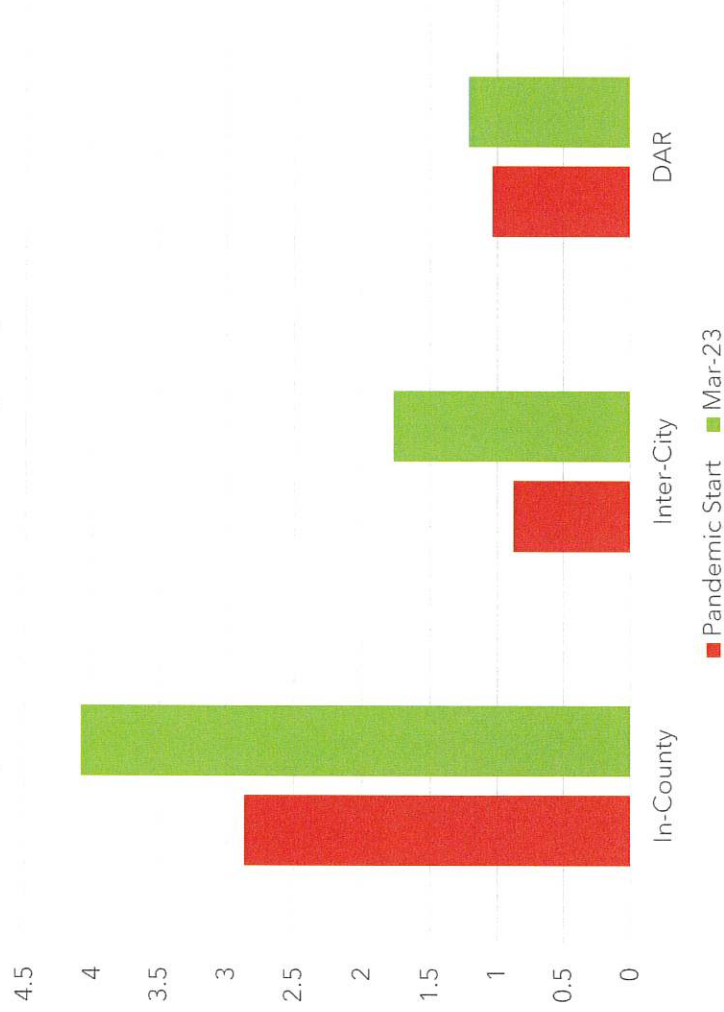


**Passengers/Hr by
Service Type
PANDEMIC RECOVERY
2019/20 Q4 VS 2023-24 Q1
(Current)**

In-County: 2.87-4.94 (+72.1%)
 Inter-City: 0.88-2.67 (+203.4%)
 DAR: 1.04-1.30 (+25.0%)

TOTALS: 4.79-8.91 (+86.0%)

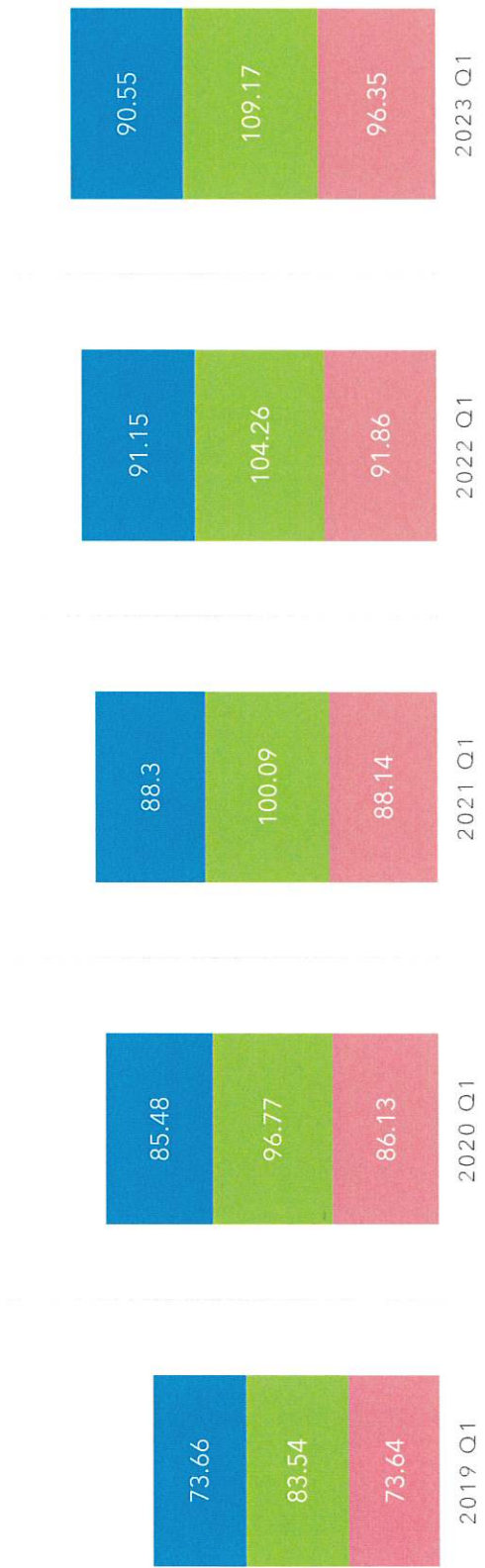
April-June 2019 & July-Sept 2023



FY 2023/24 YTD Quarterly Cost Per HOUR by Service Type

JULY 2019 THRU SEPT 2023

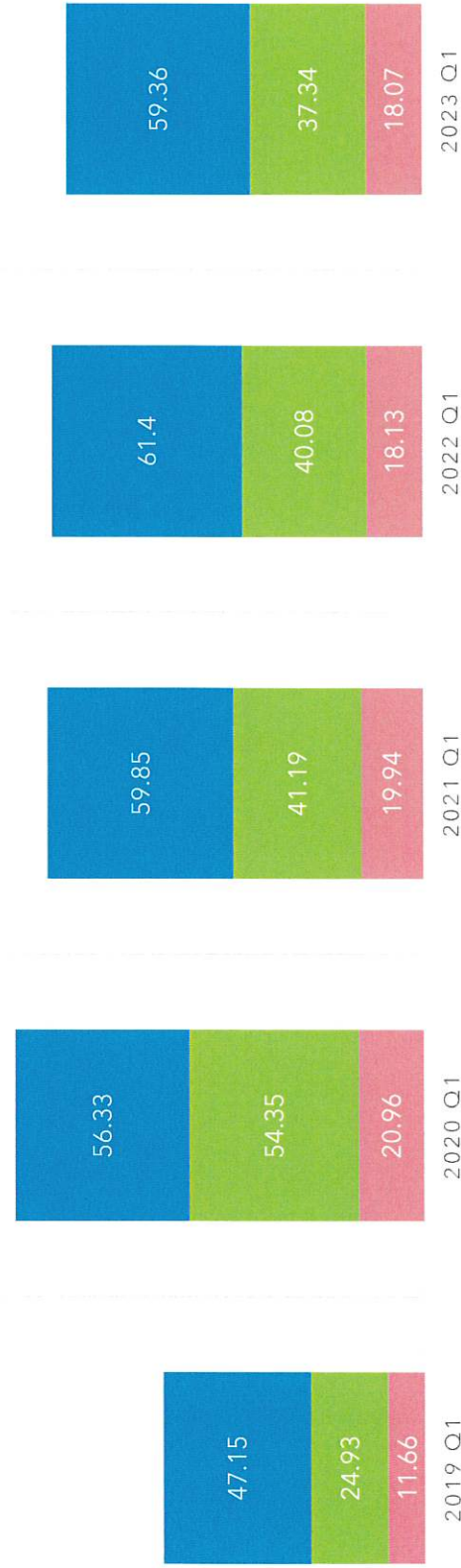
■ In-County ■ Inter-City ■ DAR



FY 2023/24 YTD Quarterly Cost Per **TRIP** by Service Type

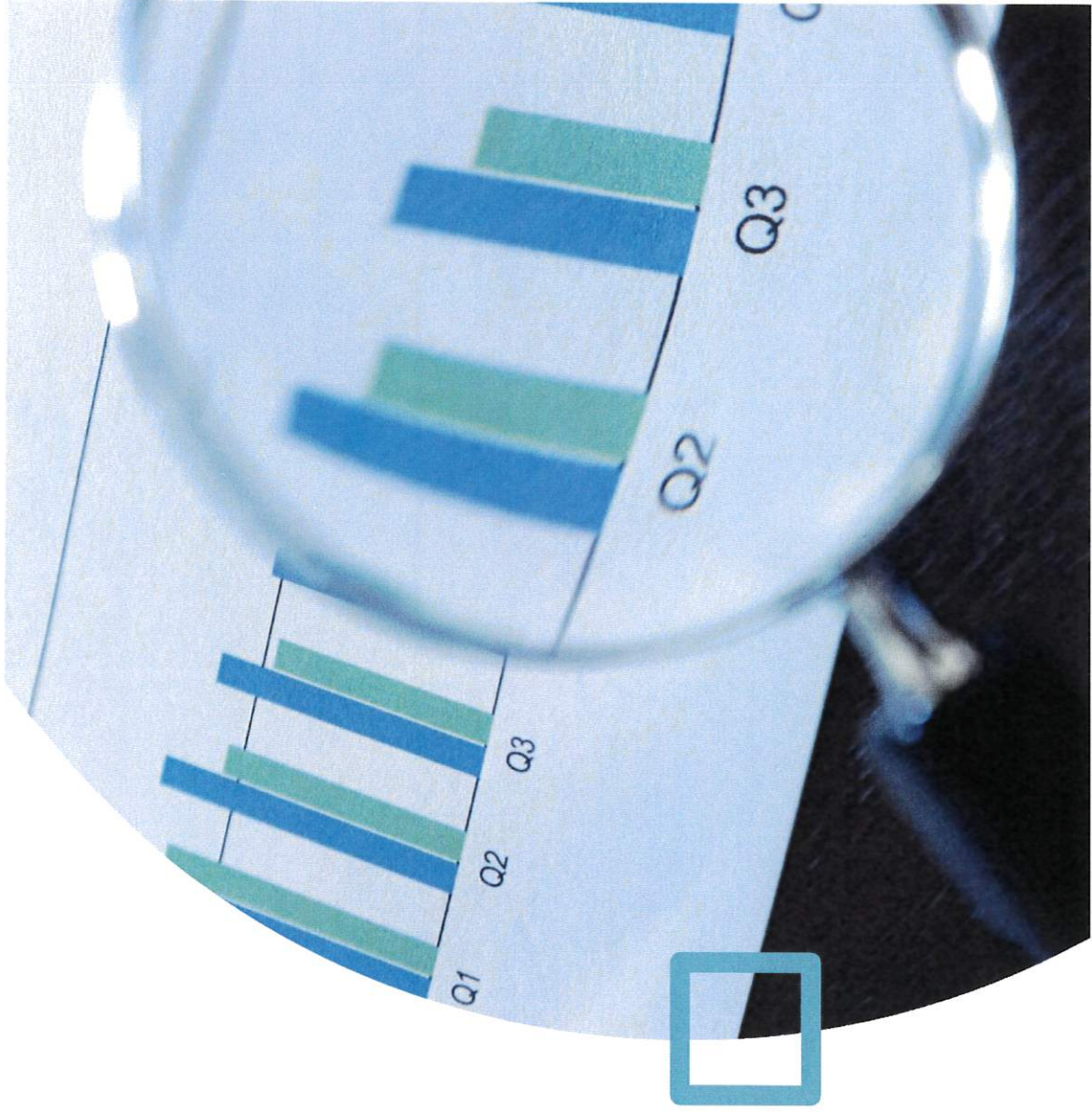
JULY 2019 THRU SEPT 2023

■ In-County ■ Inter-City ■ DAR

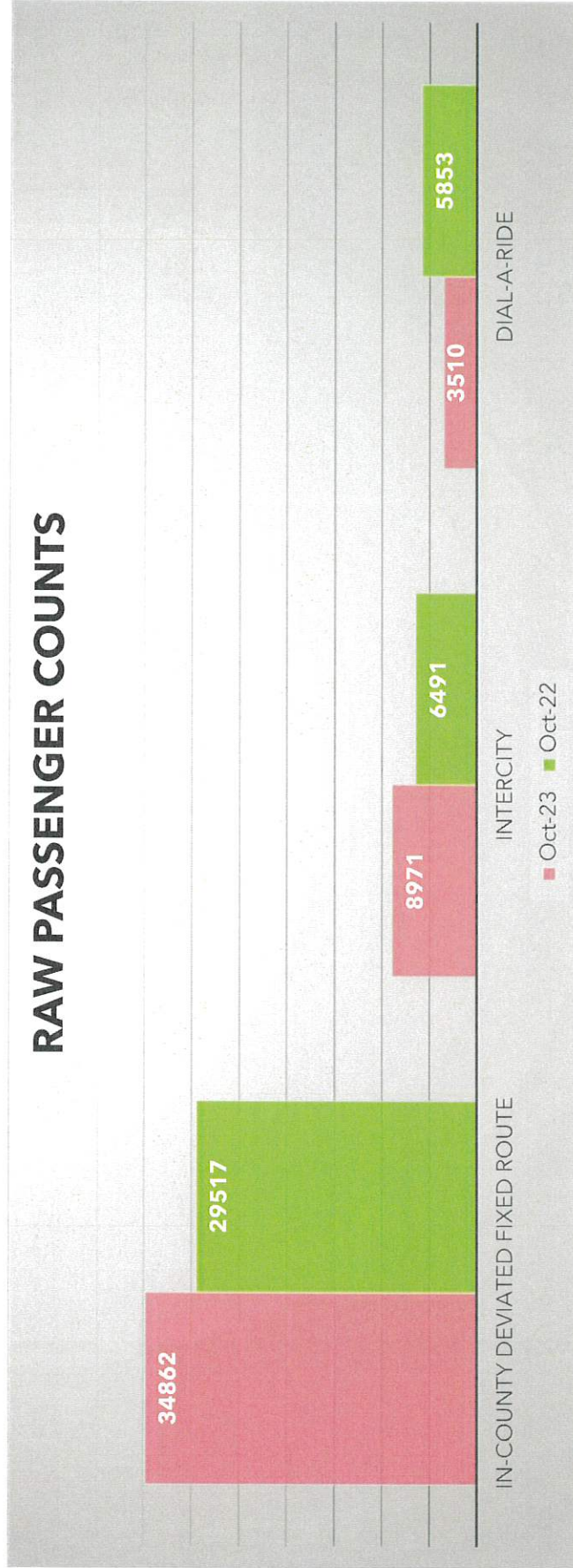


**TCTD Operations
Statistics &
Performance**

October 2023



YTD COMPS BY SERVICE TYPE



IN-COUNTY RIDERSHIP BY ROUTE YTD COMPS



INTER-CITY RIDERSHIP BY ROUTE YTD COMPS



DAR RIDERSHIP BY SERVICE TYPE YTD COMPS



PASSENGER CATEGORIES

YTD COMPS



SIX-MONTH TREND RIDERSHIP BY SERVICE TYPE



TOTAL SERVICES RIDERSHIP

October 2023 & October 2022



Tillamook County Transportation District

MONTHLY PERFORMANCE REPORT

October 2023

RIDERSHIP BY SERVICE TYPE	Oct 2023	Oct 2022	YTD FY 23-24	YTD FY 22-23	YTD % Change
<u>Dial-A-Ride Service</u>					
Tillamook County	461	972	2,391	3,806	-37.2%
NW Rides	192	531	1,119	2,047	-45.3%
Dial-A-Ride Total	653	1,503	3,510	5,853	-40.0%
<u>Deviated Fixed Route Service</u>					
Rt 1: Town Loop	3,541	3,780	15,178	14,496	4.7%
Rt 2: Netarts/Oceanside	327	222	1,442	1,019	41.5%
Rt 3: Manzanita/Cannon Beach	2,030	1,425	9,415	6,091	54.6%
Rt 4: Lincoln City	1,037	799	5,198	3,762	38.2%
Rt 6: Port of Tillamook Bay Loop	362	300	1,562	1,541	1.4%
Pacific City Free Shuttle	0	0	2,067	2,608	-20.7%
Local Fixed Rt Total	7,297	6,526	34,862	29,517	18.1%
<u>Intercity Service</u>					
Rt 5: Portland	687	582	3,259	2,639	23.5%
Rt 60X: Salem	1,415	959	5,712	3,852	48.3%
Inter City Total	2,102	1,541	8,971	6,491	38.2%
<u>Other Services</u>					
Tripper Routes	35	23	55	50	10.0%
Special Bus Operations	0	0	0	0	#DIV/0!
Other Services Total	35	23	55	50	10.0%
TOTAL ALL SERVICES	10,087	9,593	47,398	41,911	13.1%

ONE-WAY TRIPS BY USER GROUP	Fixed		YTD	YTD	YTD %
USER GROUP	Route	DAR	FY 23-24	FY 22-23	Change
General (18 years to 60 years of age)	5,602	104	25,627	21,125	21.3%
Senior/Disabled	3,085	522	16,613	15,508	7.1%
Child/Youth	747	27	3,091	2,670	15.8%
Total	9,434	653	45,331	39,303	15.3%

OTHER RIDER CATEGORIES	Fixed		YTD	YTD	YTD %
	Route	DAR	FY 23-24	FY 22-23	Change
Ride Connection	116		518	367	41.1%
Tillamook Bay Community College	224		1,099	463	137.4%
NWOTA Visitor Pass	66		444	272	63.2%
NW Rides		192	1,119	2,047	-45.3%
Youth Free	673		3,608		N/A
Amtrak	92		537	448	19.9%

**Primary Performance Measures Report
thru October 2023**

	Passengers per Hour	Cost per Trip	Cost per Hour	Farebox Return %
<u>Dial-A-Ride</u>				
Dial-A-Ride	1.8	\$ 47.69	\$ 84.95	6.4%
NW Rides	1.2	\$ 84.29	\$ 98.39	73.8%
Total	1.5	\$ 59.36	\$ 90.55	36.9%
<u>Deviated Route</u>				
Rt 1: Town Loop	10.3	\$ 8.38	\$ 86.49	8.2%
Rt 2: Oceanside	2.0	\$ 44.59	\$ 88.90	2.0%
Rt 6: PORT	6.8	\$ 14.31	\$ 96.69	6.0%
Rt 3: Manzanita	4.3	\$ 23.24	\$ 100.51	3.7%
Rt 4: Lincoln City	3.6	\$ 30.01	\$ 107.73	3.0%
Total	5.3	\$ 18.07	\$ 96.35	4.1%
<u>Intercity</u>				
Rt 5: Portland	1.9	\$ 58.29	\$ 108.38	13.6%
Rt 60X: Salem	4.3	\$ 25.39	\$ 110.23	9.9%
Total	2.9	\$ 37.34	\$ 109.17	12.0%
<u>Other Services</u>				
Trippers	1.1	\$ 74.01	\$ 82.73	0.2%
SBO	#DIV/0!	#DIV/0!	#DIV/0!	0.0%
Total	1.1	\$ 73.99	\$ 82.71	0.2%
FY 2023-24 YTD	4.0	\$ 24.84	\$ 98.47	12.2%
FY 2022-23YTD	3.4	\$ 27.80	\$ 93.80	19.8%
Percent Change	17.5%	-10.7%	5.0%	-38.7%

MONTHLY PERFORMANCE

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

Dial-A-Ride Services

Oct-22	1.5	48.3%	90.77
Jul-23	1.5	35.7%	113.72
Aug-23	1.6	39.6%	96.15
Sep-23	1.6	37.2%	95.67
Oct-23	1.5	36.9%	90.55

Deviated Fixed Routes

Oct-22			
Jul-23	6.7	4.3%	106.73
Aug-23	5.5	4.1%	101.07
Sep-23	5.5	4.0%	101.46
Oct-23	5.3	4.1%	96.35

Intercity Services

Oct-22			
Jul-23	3.2	11.1%	135.13
Aug-23	3.1	12.3%	116.67
Sep-23	3	12.2%	110.98
Oct-23	2.9	12.0%	109.17

Other Services

Oct-22			
Jul-23	0.3	0.0%	101.53
Aug-23	0.4	0.0%	85.63
Sep-23	0.5	0.1%	85.44
Oct-23	1.1	0.2%	82.71

Dial-a-Ride includes County-wide DAR, NW Rides, Veterans Transportation
 Deviated Fixed Routes: 1 Town Loop, 2 Oceanside, 3 Manzanita/Cannon Beach,
 4 Lincoln City, 6 POTB Loop
 Intercity Routes: 5 Portland, 60X Coastal Connector, 70X Salem/Grand Ronde
 Other Services: Trippers, Special Bus Operations/PC Free Shuttle

nwCONNECTOR

Coordinating Committee In-Person Meeting
December 8, 2023; 10:00 am—12:00 pm

HYBRID
Tillamook County Transit District
3600 3rd Street, Tillamook OR

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		Cynda Bruce
10:05— 10:20a	2. Consent Calendar (Action Item) 📎 November Meeting Minutes (Attached) 📎 Financial Report	✓	Cynda Bruce/All
10:20— 10:30a	3. NWOTA Standing Items 📎 Emissions/Ridership Tracking 📎 Marketing Update		Sarah Lu Heath
10:30- 10:45a	4. Web Services Update		Sarah Lu Heath
10:45- 11:15a	5. Emissions & Annual Reporting on Website		All
11:15- 11:35a	6. 2024 Goal Setting		All
11:35- 11:45a	7. Other Business		All
11:45a – 12:00p	8. Member Updates		All

Attachments:

November Meeting Minutes
Ridership/Passenger Mile Tracking

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



**NWOTA Meeting Minutes
November 9, 2023**

Hybrid meeting called to order at 10:10am.

In Attendance: Cynda Bruce, Brad Dillingham, John Dreeszen, Sarah Lu Heath, Craig Johnston, Arla Miller, and Brian Vitulli.

The group welcomed Craig Johnston the new Executive Director at the Sunset Empire Transit District to the northwest Oregon and to the alliance.

Consent Calendar: A typo in the minutes was noted, NTB should be changed to NTD. Financials were reviewed and two items were requested to be re-allocated to correct line items. Nothing these changes and corrections, John Dreeszen made a motion to accept the consent calendar, Brian Vitulli seconded, it passed unanimously.

Web Services Update: The RFQ for a new agency to manage the website and provide any future development was sent to recommended vendors. The due date for responses is December 15th.

Arla confirmed that ODOT has a contract to provide Trillium with GTFS information. ODOT pays Trillium for updating external sites like Google to be updated, NWOTA pays Trillium for updating the NWOTA website with those details.

Bus Stop Project Update: Brian Vitulli is working on a project plan to publish an RFQ to move forward with additional design and construction. The stops being worked on in this project are in Hebo, Pacific City, and Waldport. ODOT is awaiting response regarding funding for additional stops that was requested via the Congressional Spending Request process.

It was noted that SETD may choose to complete the Warrenton stop at Ensign Lane as an independent project.

Recurring Meeting Update: The Northwest Area Commission on Transportation will move their meetings to February, April, June, August, October, December beginning in 2024. This will not affect the Northwest Oregon Transit Alliance meeting times.

Other Business: The group congratulated Arla Miller for receiving the Clyde Saiki Award for Service Excellence presented to her at the ODOT Fall convening.

The Oregon Transit Association has brought up the topic of funding distribution inequities. This may related to the revenue allocation of the state-wide transit tax.

Member Updates:

ODOT: Transit department is hiring staff. Rebuilding capacity may allow Arla to return to a regular caseload of agencies. NWOTA hopes that she will retain her partnerships with all of the alliances members for continuity and efficiencies sake.

CCR: Received the four Ford Transit vans that they ordered in 2020. They were able to retire and donate one existing vehicle to benefit the county work teams. Dial A Ride service has been going very well and is at capacity.

SETD: Craig has been working through the on-boarding process. Routes in Astoria and Warrenton have been restored and additional runs added to the Astoria to Cannon Beach service. The audit process for the district concluded and staff is working to implement policy recommendations and updates.

LCT: Lincoln County is contemplating an updated rebranding for the transit service.

TCTD: The district is negotiating union contracts. Hiring is also underway for an administrative assistant, dispatchers, and drivers.

The meeting was adjourned at 12:15pm.

Tillamook County Transportation District

Financial Statement

08 - Northwest Oregon Transit Allia
From 9/1/2023 Through 9/30/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	8%
Resources						
Working Capital	0.00	6,666.67	0.00	80,000.00	(80,000.00)	0.00%
NWOTA Partner Cont. Match	0.00	15,301.33	12,000.00	183,616.00	(171,616.00)	6.53%
Transfer From General Fund	0.00	100,748.00	0.00	1,208,976.00	(1,208,976.00)	0.00%
Transfer from STIF Fund	0.00	13,333.33	0.00	160,000.00	(160,000.00)	0.00%
Total Resources	0.00	136,049.33	12,000.00	1,632,592.00	(1,620,592.00)	0.74%
Expenses						
Materials and Services						
Professional Services	237.50	416.67	1,757.50	5,000.00	3,242.50	35.15%
Administrative Support	0.00	2,083.33	5,397.80	25,000.00	19,602.20	21.59%
Website Maintenance	69.99	1,250.00	69.99	15,000.00	14,930.01	0.46%
Marketing	2,375.00	3,333.33	2,375.00	40,000.00	37,625.00	5.93%
Travel & Training	188.23	833.33	2,778.23	10,000.00	7,221.77	27.78%
Total Materials and Services	2,870.72	7,916.66	12,378.52	95,000.00	82,621.48	13.03%
Transfers						
Transfer to General Fund	0.00	250.00	0.00	3,000.00	3,000.00	0.00%
Unappropriated Ending Fund Bal	0.00	13,801.33	0.00	165,616.00	165,616.00	0.00%
Total Transfers	0.00	14,051.33	0.00	168,616.00	168,616.00	0.00%
Capital Outlay						
Capital Purchases						
Bus Stop Signage/Shelters	0.00	114,081.33	0.00	1,368,976.00	1,368,976.00	0.00%
Total Capital Purchases	0.00	114,081.33	0.00	1,368,976.00	1,368,976.00	0.00%
Total Capital Outlay	0.00	114,081.33	0.00	1,368,976.00	1,368,976.00	0.00%
Total Expenses	2,870.72	136,049.32	12,378.52	1,632,592.00	1,620,213.48	0.76%

Tillamook County Transportation District

Financial Statement

08 - Northwest Oregon Transit Allia
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	8%
Resources						
Working Capital	0.00	6,666.67	0.00	80,000.00	(80,000.00)	0.00%
NWOTA Partner Cont. Match	0.00	15,301.33	12,000.00	183,616.00	(171,616.00)	6.53%
Transfer From General Fund	0.00	100,748.00	0.00	1,208,976.00	(1,208,976.00)	0.00%
Transfer from STIF Fund	0.00	13,333.33	0.00	160,000.00	(160,000.00)	0.00%
Total Resources	0.00	136,049.33	12,000.00	1,632,592.00	(1,620,592.00)	0.74%
Expenses						
Materials and Services						
Professional Services	1,902.00	416.67	3,659.50	5,000.00	1,340.50	73.19%
Administrative Support	0.00	2,083.33	5,397.80	25,000.00	19,602.20	21.59%
Website Maintenance	4,375.00	1,250.00	4,444.99	15,000.00	10,555.01	29.63%
Marketing	28,133.67	3,333.33	30,508.67	40,000.00	9,491.33	76.27%
Travel & Training	1,284.51	833.33	4,062.74	10,000.00	5,937.26	40.62%
Total Materials and Services	35,695.18	7,916.66	48,073.70	95,000.00	46,926.30	50.60%
Special Payments						
STF Payments to Recipients	1,261.50	0.00	1,261.50	0.00	(1,261.50)	0.00%
Total Special Payments	1,261.50	0.00	1,261.50	0.00	(1,261.50)	0.00%
Transfers						
Transfer to General Fund	0.00	250.00	0.00	3,000.00	3,000.00	0.00%
Unappropriated Ending Fund Bal	0.00	13,801.33	0.00	165,616.00	165,616.00	0.00%
Total Transfers	0.00	14,051.33	0.00	168,616.00	168,616.00	0.00%
Capital Outlay						
Capital Purchases						
Bus Stop Signage/Shelters	0.00	114,081.33	0.00	1,368,976.00	1,368,976.00	0.00%
Total Capital Purchases	0.00	114,081.33	0.00	1,368,976.00	1,368,976.00	0.00%

Tillamook County Transportation District

Financial Statement

08 - Northwest Oregon Transit Allia
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	8%
Total Capital Outlay	0.00	114,081.33	0.00	1,368,976.00	1,368,976.00	0.00%
Total Expenses	36,956.68	136,049.32	49,335.20	1,632,592.00	1,583,256.80	3.02%



Tillamook County Transportation District

"Connecting the community through sustainable transit services"

DATE: December 20, 2023
TO: TCTD Board of Directors
FROM: Brian Vitulli, General Manager
SUBJECT: GENERAL MANAGER REPORT

Administration/Coordination

- The District ceased operation of the Route 60X Coastal Connector service, effective Monday, December 11, 2023. Sunday, December 10, was the last day of service. As you are already aware, TCTD discontinued the Route 70X Grand Ronde Express earlier this summer due to the lack of available drivers, but also because of the distance and the effort and cost of getting drivers to and from the route. On December 8th and 9th, two additional drivers left and we were faced with the probability of cutting other Tillamook County transit services. Staff analyzed various scenarios and I made the difficult decision to discontinue Route 60X in order to sustain the services that are critical to the Tillamook County service area. While Route 60X is a crucial transit service that provides a vital need to communities between Lincoln City and Salem, it operates entirely outside of Tillamook County, through Lincoln, Polk, Yamhill, and Marion counties. I believe it is more important to focus our limited resources on service in and near Tillamook County.

On Wednesday, December 6, I met with our partners (Confederated Tribes of Grand Ronde & Confederated Tribes of Siletz Indians, ODOT) and Lincoln Co and Cherriots to discuss finding another provider, but it will likely take some time to stand up another operation.

- Internal meetings to review policies and procedures.
- Attempting to fill Administrative Assistant position.
- Third CBA negotiating session held on November 21. Fourth session held on December 20.
- Attended NWOTA meeting on November 17 and December 8.
 - On November 30, joined NWOTA partners to meet with current website vendor, Trillium, to discuss the transition to another web hosting / maintenance vendor.
 - On December 18, met with NWOTA partners to review and evaluate website manager vendor proposals.
- Attended SDAO Transit District Networking meeting on November 29. This is a quarterly networking opportunity coordinated by SDAO to discuss experiences and issues related to the management and operation of Oregon transportation districts.

- Attended meeting on November 30 with CareOregon and NW Rides staff to address CAPs.
- Attended the OTA Board meeting on December 14.
- Attended the required ODOT Financial Management for Transit Providers Training on December 12 and 13.
- Attended the NWACT meeting on December 12.

Planning & Development

- With Kittelson & Associates, Inc., hosted a TAC and stakeholder meeting on December 13 to present progress and receive feedback for our *Coordinated Public Transit-Human Services Transportation Plan* (known as our CTP). Plan draft is expected early in 2024, with consideration by the TAC and Board occurring soon after.

Grant Funding

- Received a grant through the SDAO's Safety and Security Grant Program for cybersecurity enhancements at the Transit Center.
- Submitted a Letter of Interest (LOI) for ODOT's Rural Veterans Healthcare Transportation grant on September 11, and were recently notified of partial funding approval. This is funding for the preservation of our existing project, as we have received funding for this program the past two years. We have been invited to submit a full application to outline any potential changes that could support additional funding. The deadline to submit has been extended to December 31, 2023 at 11:45 AM.
- ODOT recently released an advanced notice of funding for the 2024-2026 Mid-Cycle Discretionary Grant Solicitation. Funding is available for capital, operations, and planning. The grant agreement period is from October 1, 2024, to June 30, 2026, for most awards. The solicitation opens on January 4, 2024, and the application deadline is March 12, 2024.

Facility/Property Management

- Renovations to TCTD Transit Center are continuing. Administration building renovations commence on November 13 on the Dispatch and breakroom areas. Substantial completion of all tasks scheduled for January/February 2024.
 - Attending bi-monthly project management meetings with contractor and PM consultant.

Operations/Vehicle Maintenance

- Making substantial progress in vehicle maintenance facility regarding inventory control and organization.
- On November 28, the District received two new Class B Champion Defender 32' transit buses. The vendor is still working through the items identified during the inspection process, so the vehicles are currently not in service.
- Recently approved order for two 36' Champion Defender transit buses for production in 2024.



Oregon

Tina Kotek, Governor

Department of Transportation
Headquarters, Audit Services
355 Capitol St. NE – MS31
Salem, OR 97301-2528

September 28, 2023

Board of Directors
Tillamook County Transportation District
3600 3rd St suite A
Tillamook, OR 97141

RE: ODOT review of subrecipient single audit (2 CFR 200.331)
Fiscal Year Ended June 30, 2022

The Oregon Department of Transportation (ODOT) has been assigned responsibility for ensuring that the Schedule of Expenditures of Federal Awards (SEFA) and Single Audit for the fiscal year ending June 30, 2022 were prepared and performed in compliance with §200.331 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, found at 2 CFR Part 200, as applicable, and Oregon Accounting Manual Policy No. 30.40.00.

Specifically, ODOT reviewed Tillamook County Transportation District's independent auditor report and related financial reports and schedules for assurance of compliance with grant agreement terms and that the internal controls exercised in administering those grant funds were appropriate. ODOT's review was performed on behalf of all State agencies passing federal funds through to Tillamook County Transportation District for the fiscal year. ODOT's acceptance of the audit constitutes acceptance by all agencies of the State of Oregon, although other State agencies may also contact you regarding specific grant monies.

We have completed our review of Tillamook County Transportation District's SEFA and related Single Audit reports by its independent auditors for the fiscal year ended June 30, 2022 and conclude that Tillamook County Transportation District has materially complied with the major program requirements. However, Tillamook County Transportation District had a significant deficiency regarding internal control over financial reporting, specifically segregation of duties. This is a repeat finding from the prior period. In addition, Tillamook County Transportation District was not in compliance with Report Submission requirements under §200.507 (c) (1) and §200.512 (a) (1) of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The due date for the 2022 Single Audit Report is March 31, 2023. The Independent Auditor's Report was dated June 7, 2023 which is considered untimely. We notified ODOT Transit, and they issued a management decision letter to the Tillamook County Transportation District on September 27, 2023 in compliance with 2 CFR §200.331.

We appreciate the courteous assistance and cooperation we received from Brian Vitulli, General Manager. The review was performed by Laura Johnston, Principal Internal Auditor. If you have any questions or comments, please contact me at (503) 586-9390.

Sincerely,

Margaret Cole, CPA
External Audit Manager
Oregon Department of Transportation

CC: Marsha Hoskins, Interim ODOT Rail and Transit Administrator
Jeffrey Flowers, ODOT Program & Funding Manager



Oregon

Ima Katek, Governor

Department of Transportation

Public Transportation Division

555 13th Street NE

Salem, OR 97301

Phone: (503) 986-3300

Fax: (503) 986-4189

September 26, 2023

Brian Vitulli, General Manager
Tillamook County Transportation District
3600 Third Street
Tillamook, OR 97141

RE: Annual Audit for Fiscal Year Ending 06/30/2022

The Oregon Department of Transportation Public Transportation Division recently received Tillamook County Transportation District's independent audit report for FY 2022.

It is the responsibility of the Oregon Department of Transportation to review audit reports and related financial reports for compliance with §200.331 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, found at 2 CFR Part 200, as applicable, and Oregon Accounting Manual Policy No. 30.40.00.

Upon review of the audit, we concur with the independent auditor's opinion that the District has significant repeat findings related to financial reporting which should be addressed.

The District must provide a corrective action plan and documentation of implementation of its corrective action to resolve the findings. This should include copies of relevant procedures and documentation of their adoption or implementation. The correction action plan and documentation should be emailed to ODOTPTDReporting@odot.oregon.gov by November 15, 2023. Failure to submit the plan and take corrective action could result in a loss of grant funding for the District.

Sincerely,

Marsha Hoskins, for Division Administrator Stefanie Coons
ODOT Public Transportation Division

cc: Margaret Cole, External Audit Manager
Drew Orr, Program Services Manager



Accountants & Consultants

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Tillamook County Transportation District
Tillamook, Oregon

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of each major fund and the aggregate remaining fund information of Tillamook County Transportation District (the "District") as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of each major fund and the aggregate remaining fund information of the District as of June 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect material misstatements when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Emphasis of Matter – Implementation of New Accounting Standard

As discussed in Note 2 to the financial statements, the District implemented Governmental Accounting Standard Board Statement No. 87, *Leases*. Our opinion is not modified with respect to this matter.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis on pages a to d and the schedule of changes in the District's total other postemployment benefit liability and related ratios on page 20 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The combining financial statements and individual fund schedules and the schedule of expenditures of federal awards, as required by the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining financial statements and individual fund schedules and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining financial statements and individual fund schedules and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 7, 2023, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Board of Directors
Tillamook County Transportation District
Independent Auditor's Report

Other Reporting Required by Oregon State Regulations

In accordance with Minimum Standards for Audits of Oregon Municipal Corporations, we have also issued our report dated June 7, 2023, on our consideration of the District's compliance with certain provisions of laws and regulations, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules. The purpose of that report is to describe the scope of our testing of compliance and the results of that testing and not to provide an opinion on compliance

Singer Lewak LLP

June 7, 2023

By:



Bradley G. Bingenheimer, Partner



Accountants & Consultants

**INDEPENDENT AUDITOR'S REPORT REQUIRED
BY OREGON STATE REGULATIONS**

Board of Directors
Tillamook County Transportation District
Tillamook, Oregon

We have audited the basic financial statements of the Tillamook County Transportation District (the District) as of and for the year ended June 30, 2022, and have issued our report thereon dated June 7, 2023. Our audit was conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Compliance

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules 162-010-0230 through 162-010-0320 of the Minimum Standards for Audits of Oregon Municipal Corporations, noncompliance with which could have a direct and material effect on the determination of financial statements amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

We performed procedures to the extent we considered necessary to address the required comments and disclosures which included, but were not limited to the following:

- Deposit of public funds with financial institutions (ORS Chapter 295).
- Indebtedness limitations, restrictions and repayment.
- Budgets legally required (ORS Chapter 294).
- Insurance and fidelity bonds in force or required by law.
- Programs funded from outside sources.
- Highway revenues used for public highways, roads, and streets.
- Authorized investment of surplus funds (ORS Chapter 294).
- Public contracts and purchasing (ORS Chapters 279A, 279B, 279C).

In connection with our testing, nothing came to our attention that caused us to believe the District was not in substantial compliance with certain provisions of laws, regulations, contracts, and grants, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules 162-010-0230 through 162-010-0320 of the Minimum Standards for Audits of Oregon Municipal Corporations except as follows:

Compliance (Continued)

Budgets legally required (ORS Chapter 294).

In the budget document for the 2022-23 year, the first preceding year (2020-21) resources for the Property Management fund do not agree to the audited financial statements:

<u>Fund / Category</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Property Management Resources	\$ 213,461	\$ 78,411	\$ 130,050

During the year ended June 30, 2022, expenditures in excess of appropriations (which is prohibited by ORS 294.435) were made in the following categories:

<u>Fund / Category</u>	<u>Appropriation</u>	<u>Actual</u>	<u>Variance</u>
General Fund Administration	\$ 853,000	\$ 1,096,437	\$ (243,437)
Northwest Rides Materials and Services	\$ 3,667,300	3,788,752	(121,452)

OAR 162-10-0230 Internal Control

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control. In connection with our audit we have separately communicated to those charged with governance significant deficiencies in internal controls.

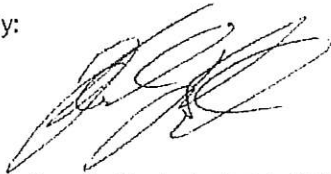
Restriction of Use

This report is intended solely for the information and use of the board of directors and management of Tillamook County Transportation District and the Oregon Secretary of State and is not intended to be and should not be used by anyone other than these parties.

Singer Lewak LLP

June 7, 2023

By:



Bradley G. Bingenheimer, Partner



Accountants & Consultants

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Directors
Tillamook County Transportation District
Tillamook, Oregon

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of each major fund and the aggregate remaining fund information of Tillamook County Transportation District (the "District") as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated June 7, 2023.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2022-001, that we consider to be a significant deficiency.

Board of Directors
Tillamook County Transportation District
Independent Auditor's Report on Internal Control over Financial
Reporting and on Compliance and Other Matters Based on an Audit
of Financial Statements Performed in Accordance with *Government Auditing Standards*

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

District's Response to Findings

The District's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The District's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Singer Lewak LLP

June 7, 2023



Accountants & Consultants

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND
REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM
GUIDANCE**

Board of Directors
Tillamook County Transportation District

Report on Compliance for Each Major Federal Program

We have audited Tillamook County Transportation District's (the "District") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs for the year ended June 30, 2022. The District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the District's compliance.

Opinion on Each Major Federal Program

In our opinion, the District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Board of Directors
Tillamook County Transportation District
Independent Auditor's Report on Compliance for Each Major Federal
Program and Report on Internal Control over Compliance in Accordance
with the Uniform Guidance

Report on Internal Control over Compliance

Management of the District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Singer Lewak LLP

June 7, 2023

TILLAMOOK COUNTY TRANSPORTATION DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2022

Section I – Summary of Auditors' Results

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP: *Unmodified*

Internal control over financial reporting:

- Material weakness(es) identified? No
- Significant deficiency(ies) identified? Yes

Noncompliance material to financial statements noted? No

Federal Awards

Internal control over major federal programs:

- Material weakness(es) identified? No
- Significant deficiency(ies) identified? None reported

Type of auditor's report issued on compliance for major federal programs: *Unmodified*

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? No

Identification of major federal programs:

<u>CFDA Number</u>	<u>Name of Federal Program or Cluster</u>
20.509	Formula Grants for Rural Areas

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as a low-risk auditee? No

TILLAMOOK COUNTY TRANSPORTATION DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2022

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

Section II – Financial Statement Findings

2022-001

Criteria: Internal controls over financial reporting should include sufficient segregation of duties to allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis.

Condition: Monthly bank reconciliations are performed by the employee responsible for receipts, payroll, disbursements and the general ledger.

Cause: Due to budget constraints, there are an insufficient number of individuals available to provide segregation of duties.

Effect: Lack of segregation of duties could result in misstatements occurring that are not detected and corrected in a timely manner.

Response: Management has determined it is not cost effective to correct this deficiency in internal control.

Section III – Federal Award Findings and Questioned Costs

None reported

TILLAMOOK COUNTY TRANSPORTATION DISTRICT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended June 30, 2022

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Total Federal Expenditures
Department of Transportation			
Federal Transit Administration Passed Through Oregon Department of Transportation			
Formula Grants for Rural Areas	20.509	34242	\$ 242,271
		34418	149,894
COVID-Formula Grants for Rural Areas		34734	216,078
		34998	621,209
		35116	153,904
		35117	<u>179,382</u>
Subtotal – Formula Grants for Rural Areas			<u>1,562,738</u>
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	34244	69,955
		35137	5,481
		35193	<u>31,595</u>
Subtotal – Enhanced Mobility of Seniors and Individuals with Disabilities			<u>107,031</u>
Buses and Bus Facilities Formula, Competitive, and Low or No Emissions Programs	20.526	34225	<u>192,718</u>
Total Expenditures of Federal Awards			<u>\$ 1,862,487</u>

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal award activity of Tillamook County Transportation District (the "District") under programs of the federal government for the year ended June 30, 2022. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* ("Uniform Guidance"). Because the Schedule presents only

2. Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

3. Indirect Cost Rate

The District has not elected to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

TILLAMOOK COUNTY TRANSPORTATION DISTRICT
SUMMARY SCHEDULE OF PRIOR FINDINGS
Year Ended June 30, 2022

2021-001 Segregation of Duties

The finding 2021-001 is repeated as finding 2022-001 in the current year as insufficient segregation of duties is considered a significant deficiency in internal controls.



Tillamook County Transportation District

"Connecting the community through sustainable transit services"

November 15, 2023

Drew Orr, Program Services Manager
Oregon Department of Transportation
Public Transportation Division
555 13th Street NE
Salem, OR 97301

Dear Drew:

In response to the September 26, 2023 management letter I received regarding our Annual Audit for Fiscal Year Ending June 30, 2022, I have outlined below, the corrective actions the Tillamook County Transportation District is taking to address the finding of a significant deficiency in the District's internal control.

As has been stated, this is a finding that has been identified in numerous past audits. My understanding for the inaction in addressing these findings was primarily due to a lack of available resources to fund additional staff in the District's Finance Department. This resulted in a limited number of personnel in the accounting function, with one individual doing all accounting and finance-related duties: cash receipts, accounts receivable, accounts payable, payroll, and journal entries. Therefore, the necessary segregation of duties could not be accomplished due to limited staff.

The District has made progress in improving segregation of duties by creating, and staffing, an Office Assistant position that now performs some functions previously performed solely by the Finance Supervisor. Examples of that progress include staff cross-training, creating processes, and writing procedures to segregate those duties. Since committing to the addition of an Office Assistant and onboarding them in March 2023, the District has prioritized the incremental implementation of a series of procedures (and checks and balances) that eliminates the past practice of having one finance staff member doing all finance-related tasks. We have also installed video surveillance in the cash room to ensure proper handling of fare resources. While we have taken significant steps to ensure we have no future findings in regard to segregation of duties (refer to page 40 of the management letter in reference to finding 2022-001), it is important to point out that since the District only added the Office Assistant in March 2023, there was still only one finance member on staff during the first eight months of FY 2022-2023.

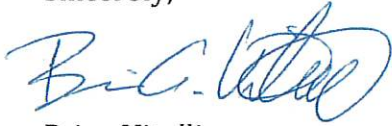
In reference to the September 28, 2023 Letter of Completion I received from Margaret Cole regarding your review of our SEFA and related Single Audit Report for FYE 6/30/2022, it not only cites our significant deficiency in internal control over financial reporting (which I've addressed above), but it also stated that we were not compliant with report submission

requirements since the independent auditor's report was submitted after the required March 31, 2023 due date. The environment that existed in the first four months of FY 2022-2023 (July through October 2022) is what led to the untimely submission of the FY 2021-2022 audit. Specifically, the District was severely hampered by the loss of several administrative staff (GM, Finance Supervisor) primarily responsible for overseeing and preparing for the auditing process. I can assure you that the District is in a much better position now and is on schedule for a timely submission of the FY 2022-2023 Single Audit Report by March 31, 2024. We have already received our Engagement Letter from our auditor to start the FY 2022-2023 independent audit process, we are currently uploading the required documents to their shared folder, and expect to have them on-site during the first week of December 2023.

In the short time I've been with the District, I believe we have made many improvements to the District's internal control and have worked very closely with our independent audit team and ODOT on identifying what is needed and working to incorporate those improvements.

Thank you for the opportunity to share what we are doing to improve our processes and ensure that our relationship continues to be based on trust and accountability. Please let me know if you have any questions or need further information.

Sincerely,



Brian Vitulli
General Manager

Tillamook County Transportation District
Board of Directors Regular Monthly Meeting
Wednesday, November 15th, 2023 – 6:00PM
Transportation Building
3600 Third Street, Tillamook, OR
Meeting Minutes



1. **Call to Order:** Board Chair Johnson called the meeting to order at 6:02 pm.

2. **Pledge of Allegiance**

3. **Roll Call:**

Present

TCTD Board of Directors

- Mary Johnson, Board Chair
- Gary Hanenkrat, Director
- Linda Adler, Vice Chair (via ZOOM)
- Jim Heffernan, Director
- Marni Johnston, Treasurer
- Jonathan Bean, Secretary
- Thomas Fiorelli, Director

TCTD Staff

- Brian Vitulli, General Manager
- Cathy Bond, Finance Supervisor
- Jules Deputy, Brokerage Manager
- Michael Reed, Operations Superintendent/Interim Board Clerk
- Mark Stricker, Operations Coordinator

Guest

- Tyler Hellner, Citizen
- Kathy Schwabe, Citizen
- Steve Schwabe, Citizen
- Jose Hernandez, Citizen
- Jonathan Lassiter, Citizen
- Jim LeNormand, Citizen
- Madison LeNormand, Citizen
- Shirley Block, ATU President
- Eb Block, Citizen
- Seward Whitfield, Citizen
- Gretchen Aagaard-Shively, Citizen
- Arla Miller, ODOT Public Transportation Division
- Doug Vernieu, Citizen

4. **Announcements and Changes to Agenda:** Board Chair Johnson gives remarks regarding policies and procedures regarding personnel issues and concerns to be found in the Employee Handbook, notes Article 6 in the CBA as proper grievance processes.

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

5. Public & Guest Comments:

Chair Johnson moves State of the District report to next on agenda, public and guest comments moved to end of meeting.

STATE OF THE DISTRICT REPORT

6. **Financial Report:** FM Bond gives financial and grant report for September 2023 reports from pages 1-25 of the board packet. Gives detailed insight into financial statements for each fund. Dir. Alder asks question about Umpqua statement for OS Reed, addressed by FM Bond

7. **Service Measure Performance Report:** OS Reed provided service statistics and performance measures for the month of September 2023 as referenced on board packet pages 26-36.

8. **Northwest Oregon Transit Alliance:** GM Vitulli provided the following update: November meeting this Friday. Gives update on previous NWOTA meeting, briefed about low emission discussions, gives update on discussions with council as it pertains to website hosting and consultants. References low impact to our service area due to the website name. Chair Johnson asks question regarding who owns it and how it lapsed. GM Vitulli responds about sub-contractor from Trillium.

9. **NW Rides Brokerage:** BM Deputy provided the following updates: Completed 5998 rides between mileage reimbursement and providers. Expects to bring new delegate agreement next month.

10. **General Manager Report:** GM Vitulli provided the following updates from board packet pages 40-41:

a. Administration/Coordination:

Updates outlined on page 40

b. Planning Development:

Updates outlined on page 41

c. Grant Funding:

Updates outlined on page 41

d. Facility/Property Development:

Updates outlined on page 41

e. Operations and Vehicle Maintenance

Updates outlined on page 41

11. **Miscellaneous:** None.

12. **Public & Guest Comments:** Mr. Hellner gives public comment requesting Executive Session. Chair Johnson responds by denying Executive Session.

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

Ms. Block gives public comments regarding issues with labor council, asserts issues with safety and asserts poor management.

Ms. Aagaard gives comments asserting unfair labor practices.

Mr. Cline gives comments asking for more drivers and incentives, need resources for more transit drivers.

Ms. Schwabe makes comments pointing out that they have been instructed to not utilize Policy 10 in the employee handbook by administration, no ES granted to Mr. Hellner, unclear how to proceed.

Mr. Cline asks for board members to attend negotiations.

Mr. Hernandez gives comments regarding getting turned down by the board not hearing them.

Mr. Lassiter gives comments that he dreads coming to work here, requesting more compensation, speaks to fentanyl accusations and/or jokes about him.

Ms. Block speaks again about passion of transit drivers and negotiations for CBA, wants the board to listen to the drivers.

Mr. Whitfield makes comments regarding his concerns for the district and leadership.

CONSENT CALENDAR

13. Motion to Approve the Minutes of October 18, 2023 Regular Board Meeting. Dir. Adler asked a clarifying question regarding the minutes and language.

14. Motion to Approve September 2023 Financial Statement

Motion by Dir. Fiorelli to approve Consent Calendar. *Motion Seconded* by Dir Heffernan.

Motion Passed

By Board Chair Johnson, Directors Hanenkrat, Adler, Bean
Fiorelli, Johnston, and Heffernan

ACTION ITEMS

Motion by Dir. Johnston to approve revision to Policy 3: Business Credit Card Policy with requested amendments from Dir. Hanenkrat. *Motion Seconded* by Dir Fiorelli.

Motion Passed

By Board Chair Johnson, Directors Hanenkrat, Adler, Bean
Fiorelli, Johnston, and Heffernan

Motion by Dir. Adler moves to approve New Policy 35: Customer Feedback. *Motion Seconded* by Dir. Heffernan.

Motion Passed

By Board Chair Johnson, Directors Hanenkrat, Adler, Bean
Fiorelli, Johnston, and Heffernan

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

15. **DISCUSSION ITEMS**

Staff Comments/Concerns:

General Manager Vitulli: None

Operations Superintendent Reed: None

Financial Supervisor Bond: None

Brokerage Manager Deputy: None

Operations Coordinator Stricker: None

16. **Board of Directors Comments/Concerns:**

Dir. Fiorelli: Gives feedback to drivers regarding his experiences on Route 3. Calls out and commends drivers John and Doug for great customer service and positive attitude. Wanted to pass along issues with bike rack maintenance.

Dir. Heffernan: Gives sympathy to drivers and believes they are doing a great job, hopes that everything calms down when the contract is finished.

Dir. Bean: None

Dir. Adler: Gives thanks to drivers and wants to be open to listening to driver concerns.

Dir. Hanenkrat: None

Dir. Johnston: Gives comments regarding morale, comments regarding grant tracking software and support from the board for good tracking tools after review of Sunset's forensic audit.

Board Chair Johnson: Sorry for not being in attendance last month, speaks to drivers about needing to be appreciated in their jobs. Thanks drivers for their work, doesn't want them to be unhappy.

Adjournment: Board Chair Johnson adjourned the meeting at 7:16pm.

These minutes approved this 20th day of December 2023.

ATTEST:

Mary Johnson, Board Chair

Brian Vitulli, General Manager

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

Tillamook County Transportation District Annual Board Meeting Schedule for 2024

January	January 17, 2024
February	February 21, 2024
March	March 20, 2024
April	April 17, 2024
May	May 15, 2024
June (adopt budget)	June 19, 2024
July	July 17, 2024
August	August 21, 2024
September	September 18, 2024
October	October 16, 2024
November	November 20, 2024
December	December 18, 2024

The Board of Directors typically meets on the 3rd Wednesday of the month at 6:00pm unless rescheduled as listed below. The meetings always take place at the Transportation building, in the Bob Kenny Board Hearing Room at 3600 Third Street, Tillamook Oregon 97141.

**FIRST AMENDMENT TO
NONEMERGENT MEDICAL TRANSPORTATION SERVICES
DELEGATION AGREEMENT**

THIS FIRST AMENDMENT (“*Amendment*”) TO THE NONEMERGENT MEDICAL TRANSPORTATION SERVICES AGREEMENT (“*Agreement*”) is entered into by and between CareOregon, Inc. (“*CareOregon*”), and Tillamook County Transportation District (“*TCTD*” or “*Delegate*”). Each may be referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

- A. Delegate is an entity currently contracted with CareOregon under the Agreement for Nonemergent Medical Transportation (NEMT) services.
- B. Through this Amendment, CareOregon and Delegate endeavor to improve overall Member and community health outcomes through payments by CareOregon to be used by Delegate for activities that will improve NEMT capacity, quality, and service delivery for Members.

The Parties now desire to amend the Agreement as of the Effective Date and as such the Parties agree to the following.

AMENDMENT

- 1. **Effective Date and Duration.** The Effective Date of this Amendment is January 1, 2023 regardless of the date it is executed. The Term of this Amendment is from the Effective Date through December 31, 2023 (the “Term”) unless terminated earlier or extended, as provided in the Agreement or as subsequently amended. The Parties intend for this Amendment to be made effective retroactively.
- 2. **Exhibit H of the Agreement.** The Parties agree that Exhibit H, NEMT Network Investment Programs, is incorporated into the Agreement by reference.

All definitions of the Agreement apply to this Amendment. Except as modified herein, all terms, conditions, licenses, provisions, rights, obligations and limitations of the Agreement shall remain in force and effect, inclusive of any Business Associate Agreement, if applicable

[Signatures on following page.]

SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Amendment duly authorized by all necessary and appropriate corporate action to execute this Amendment.

CareOregon, Inc.

Date: _____

By: _____

Name:

Title:

Tillamook County Transportation District

Date: _____

By: _____

Name:

Title:

EXHIBIT H

NEMT NETWORK INVESTMENT PROGRAMS

In consideration of Delegate's fulfillment of the obligations under this Agreement, CareOregon shall pay Delegate for the NEMT Network Investment Programs described in this Exhibit H.

1. Scope of Work

CareOregon will provide payments to Delegate for purposes of improving NEMT capacity, quality, and service delivery for Members. Eligible activities under this Exhibit H include direct network investments; incentives for NEMT providers to adopt new tools and technology; investments to increase fleet size and program capacity; investments addressing quality assurance and improved member experience, NEMT driver training; and expansion of volunteer driver program.

Delegate understands and agrees that costs incurred by Delegate that do not support either (1) the General Operations described in Exhibit B, Part 4 of the Agreement, or (2) the activities described in this Exhibit H are not eligible activities.

Delegate agrees to provide adequate staffing to engage with CareOregon regarding Delegate's proposed initiatives to improve NEMT capacity, quality, and service delivery.

2. Compensation and Invoicing for the NEMT Network Investment Programs

CareOregon will pay Delegate a total for the Term not to exceed \$1,000,000.00 for the NEMT Network Investment Programs subject to the terms and conditions of the Agreement and this Exhibit H.

CareOregon shall disburse payment for the NEMT Network Investment Program activities in accordance with Exhibit C of the Agreement titled Payment and Financial Reporting. Delegate understands and agrees that costs incurred by Delegate that do not support either (1) the General Operations described in Exhibit B, Part 4 of the Agreement, or (2) the NEMT Network Investment Programs described in this Exhibit H shall be the sole obligation of Delegate. Delegate understands and agrees that nothing in this Agreement implies or guarantees ongoing payment for programs beyond the Term of this Agreement.

Upon execution of this First Amendment to the Agreement, Delegate will deliver to CareOregon an invoice that shall reference this First Amendment. Invoices shall be submitted to covendorinvoices@careoregon.org and sunowens@careoregon.org. Payments are normally made within thirty (30) days following the date an accurate invoice is received. Delegate shall not submit invoices for, and CareOregon will not be obligated to pay, any amount in excess of the amount set forth in this Exhibit H.

3. Reporting Requirements

By January 31, 2024, Delegate will provide a written report via email to CareOregon confirming that the payment has been committed for expenses associated with the NEMT Network Investment Programs' activities described in this Exhibit H.

From time to time, CareOregon may request certain information, records, and the submission of certain reports concerning various aspects of this Exhibit H including progress of the NEMT Network Investment Programs' activities, use of the payments, compliance with the terms of this Agreement, etc. At the reasonable request of CareOregon, Delegate shall provide such information and records, submit such reports, or make its personnel available to discuss aspects of the activities. CareOregon shall provide Delegate with reasonable notice along with detailed instructions on any material requested from Delegate, should any such request be made.

**2024 NON-EMERGENT MEDICAL TRANSPORTATION SERVICES
DELEGATION AGREEMENT**

This non-emergent medical transportation services delegation 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: Brian Vitulli, General Manager
Telephone: (503) 815-8283
Email address: bvitulli@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 Non-Medicaid 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, 2024, “Effective Date”. The amendment and restatement of this Agreement does not affect its terms and conditions for Work prior to January 1, 2024. Unless extended or terminated earlier in accordance with terms provided for in this Agreement, this Agreement shall expire on December 31st, 2024. 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, 2024 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:

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

Delegate: Tillamook County Transportation District

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 to allow CareOregon or CCO to meet its CCO Contract requirements and obligations:

- 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 adequate staffing to support maintaining the regulatory and operational requirements of the delegated functions within this Agreement.
 - (1) On an annual basis, Delegate and Contractor will work to develop an agreed upon staffing plan including review of annual audits and/or operational check-ins to address any relevant considerations. Staffing plan shall include, at a minimum, the following:
 - Minimum customer service representatives related to call center metrics that include dispatch and ride assignment functions
 - Quality assurance and compliance staffing responsible for administrative processes such as but not limited to: member mileage, lodging and meal reimbursement processing, grievance monitoring, and regulatory reporting deliverables
 - Provider network oversight staffing and functions that support credentialing processes, compliance monitoring, and regulatory reporting deliverables unique to NEMT network management
 - ii. Delegate will provide access to Brokerage Call Centers for trip 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.
 - iii. Delegate will provide after-hours call center service to provide transports for after-hour hospital discharges or urgent trip requests.
 - iv. 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.
 - v. Delegate will ensure timely communication and collaboration with CCO and other necessary parties for sharing NEMT request information including knowledge concerning special needs of any particular Member and any other programmatic material that will support a timely and safe transportation of all Members.
 - vi. Delegate will provide online portal for Members and medical providers to schedule trip requests for Members already enrolled into NEMT services.
 - vii. Delegate will provide all equipment and staff necessary for adequate operation of the NEMT benefit, including the purchase of workstations, computers, computer peripherals, and software (hereinafter "Equipment"). Vehicles are excluded from the definition of Equipment and from Reimbursement under this Agreement.
- b. Communication Materials For Members.
- i. Delegate and CCO will collaborate to develop materials to educate and outreach to Members about their options to access NEMT services. At minimum, the partnership will 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 trip 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
 - [a] Call Center Scripts
 - [b] Regulatory required letters, including but not limited to:
 - (1) Grievance acknowledgement letters
 - (2) Grievance resolution letters
 - (3) Notice of Adverse Benefit Determinations (NOABDs)
- 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] Electronic Member Communications Sub-Policy
 - [c] Benefit Determinations
 - [d] Ride Assignments and Dispatch
 - [e] Pick-up and Delivery
 - [f] Adverse Weather
 - [g] Disaster Preparedness & Emergency Planning
 - [h] Incidents & Accidents Reporting
 - [i] Non-Emergent Ambulance Transports
 - [j] Grievance and Appeals
 - [k] Network Management
 - [l] Quality Assurance Program
 - [m] Transportation Network Management
 - [n] 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 Trips") 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 trip 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 functional 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 trip 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 trips including with same day notice.
 - [b] Schedule ongoing Member appointments for a minimum of one month and accept multiple trip 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, Lodging and Meal 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. Rate setting for the member mileage, lodging and meal reimbursements (collectively, "Reimbursements") are set by the OHA. Delegate shall make Reimbursements in accordance with the stated reimbursement rates as published by the OHA, unless CareOregon requests Delegate to use alternative higher rates. CareOregon reserves the right to increase the Reimbursement rates and work in partnership with the Delegate for planning and implementation of any rate increases.

a. CareOregon shall notify the Delegate of any intent to change the member mileage, lodging, and/or meal reimbursement rates at minimum 6 months advanced notice.

b. The Delegate shall communicate and collaborate with CareOregon on an implementation process for rate changes.

c. CareOregon shall use the OHA member materials requirements to inform and notify members of rate reimbursement changes via the Mileage, Lodging and Meals Reimbursement Guide.

- iii. The Delegate will determine and administer the most appropriate, reasonable and timely method of reimbursement program to Members.
 - iv. The Delegate and CCO will develop a program guide to describe how Member may qualify and access the reimbursement program.
- d. Volunteer Drivers.
 - iii. 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).
 - iv. 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).
 - v. If Delegate decides to utilize DHS volunteers as drivers, Delegate will provide such volunteer(s) with any equipment necessary to provide trips for CCO members.
 - vi. 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.
- e. Non-Emergent Ambulance Transports
 - iii. 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 trip 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.
 - iv. 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 trips based on Member Eligibility and verification that the trip 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 trip 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 trips 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 may 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 trip.
 - ii. Within seventy-two 72 hours of denying a trip, Delegate will send a letter to the Member, with a copy to CCO upon request, explaining why the Member's trip 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 monthly basis, Delegate shall document all Grievances and Appeals using the approved CareOregon Monthly Quality Assurance (QA) report. CareOregon shall convert each prepared Monthly QA report into the Grievance Log Sheet and submit the Grievance Log Sheet with the quarterly Grievance Analysis Report to the State 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.

- c. Delegate is solely responsible for subcontracting any vehicle and driver services needed to support the CCO NEMT benefit.
- d. 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.
- e. 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.
- f. CCO will support Delegate oversight activities for provider and delivery system upon request.
- g. 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)

c. Record Keeping Requirements.

- iii. 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.

- iv. 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.
 - v. 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.
 - vi. 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.
 - vii. 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.
 - viii. 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.
- d. **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.
- e. **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
- f. **Disclosure of Ownership Interests.**
- iii. 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.
- iv. 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.
 - v. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider who has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last ten (10) years.
 - vi. 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.
- g. **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)

c. **Monitoring and Compliance Review.**

- iii. 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.

- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.

[c] The timeline for remedying deficiencies will comply with timeframes prescribed by OHA, if any

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

d. **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.

e. **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. Delegate shall permit the Medicaid Fraud Control Unit ("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 will report any Provider or Member fraud, waste, or abuse to CCO within three (3) business days of identification, which CCO will in turn report to OHA or the applicable agency, division, or entity.

iv. 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.

EXHIBIT B

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- e. **Member Satisfaction Surveys.** CCO and Delegate will jointly develop and periodically administer a Member satisfaction survey as part of a larger NEMT Program Evaluation, 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.

- f. **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 30th day of the following month, document the number of services for NEMT Services, modes of transportation being used, and operating costs of the NEMT program.

 - 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.

- g. **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.

- h. **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.

i. **Other Reporting**

REALD and SOGI Requirements.

a. To the extent Delegate collects Member Demographic Data as defined in OAR Chapter 950, Division 30, and submits that data to CareOregon, Delegate shall collect and submit that data in accordance with the standards set forth in OAR Chapter 950 Division 30.

b. To the extent Delegate enters into subcontracts for delegated services that require the subcontractor to collect Member Demographic Data as defined in OAR Chapter 950, Division 30, and submit that data to Delegate, Delegate shall include in that subcontract a requirement that the subcontractor submit Member Data to Delegate in accordance with the standards set forth in OAR Chapter 950 Division 30.

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 \$12.25 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 Trips. 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 Trip costs. CCO will review and reimburse Delegate for any Flex Trip costs within thirty (30) days of said Flex Trip 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 Trip 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 trip costs, and shall not use reserve funds to pay for Flex Trips 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 trip 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/>

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.

(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 agrees that OHA, the Oregon Secretary of State, CMS, HHS, the Office of the Inspector General, the Comptroller General of the United States, or their duly authorized representatives and designees, or all of them or any combination of them, have the right to audit, evaluate, and inspect any books, Records, contracts, computers or other electronic systems of the Delegate, or of the Delegate's contractor, that pertain to any aspect of services and activities performed, or determination of amounts payable under this Contract;

- a. Delegate will make available, for purposes of audit, evaluation, or inspection its premises, physical facilities, equipment, books, Records, contracts, computer, or other electronic systems relating to its Medicaid Members;
- b. Delegate must respond and comply in a timely manner to any and all requests from OHA or its designee for information or documentation pertaining to Work outlined in this Agreement;
- c. Delegate agrees that the right to audit by OHA, CMS, the DHHS Inspector General, the Comptroller General or their designees, will exist for a period of ten (10) years from this Agreement's Expiration Date or from the date of completion of any audit, whichever is later;
- d. 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 the Delegate at any time;
- e. 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.
- f. 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. CareOregon may terminate this Agreement upon written notice after reasonably determining the delay or default reasonably prevents performance of this Agreement.

a. Neither CareOregon nor Delegate shall be held responsible for delay or default caused by riots, acts of God, pandemic, power outage, internet, telecommunications, software malfunction or latency, or utility outage, fire, civil unrest, labor unrest, strikes, labor shortages, software issues, equipment failures, government fiat, terrorist acts, other acts of political sabotage or war, earthquake, tsunami, flood, or other similar natural disaster which is beyond the reasonable control of CareOregon or Delegate, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. CareOregon may terminate this Agreement upon written Legal Notice to Delegate after determining, in CareOregon's reasonable discretion, that the delay or default will likely prevent successful performance of this Agreement. Nothing in this Section shall not excuse Delegate from performance under this Agreement if, and to the extent possible, the cause of the force majeure event was reasonably foreseeable and a prudent professional in Delegate's profession would have taken commercially reasonable measures prior to the occurrence of the force majeure event to eliminate or minimize the effects of such force majeure event. Notwithstanding the above, impacts to the Services as a result of the COVID-19 pandemic or other public health events shall not be considered a Force Majeure event unless such impact is a result of restrictive governmental

requirement(s) that substantially impacts either party's ability to fulfill the responsibilities under this Agreement.

b. If the rendering of Services or benefits under this Agreement is delayed or made impractical due to any of the circumstances listed in Subsection 12(a). of this Agreement, NEMT Covered Services may be deferred until after resolution of those circumstances.

c. If any of the circumstances listed in Section 12(a) above, disrupts normal execution of Delegate duties under this Agreement, Delegate shall notify Members in writing of the situation and direct Members to bring serious health care needs to Delegate's attention.

d. Delegate shall maintain and exercise business continuity plans to take all reasonable commercial actions to restore Services.

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/COVID/>.

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.
- f. Annual subcontractor performance reporting by Delegate to CareOregon should include at a minimum, whether the employees of the subcontractor have undergone a criminal background check prior to starting any work identified in the Agreement, which is also required for employees of Delegate.
- g. Requested Subcontracts. For any subcontractors that Delegate has entered into contracts to provide the services covered by this Agreement, Delegate agrees to the following.

Upon request by CareOregon, in response to a corresponding request by Health Share to comply with an OHA request, Delegate shall provide to CareOregon the requested copies of its subcontracts that relate to the services to be performed under this Contract. Such Subcontracts shall be provided to CareOregon in the time and manner described in its request which may be sooner but shall be no later than three (3) business days after receipt of the request.

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 and Employer's Liability:** All employers, including Delegate, that employ subject workers as defined in ORS 656.027 shall comply with ORS 656.017 and provide the workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126. Delegate shall require and ensure that each of its Subcontractors complies with these requirements. If Delegate is a subject employer, as defined in ORS 656.023, Delegate shall also obtain employer's liability insurance coverage with limits not less than \$500,000 each accident. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and worker's compensation. If Delegate is an employer subject to another state's workers' compensation law, Delegate shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employer's liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state Subcontractors complies with these requirements.
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 \$2,000,000 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. Excess/Umbrella Insurance: A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the additional insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until Delegate’s primary and excess liability policies are exhausted. If excess/umbrella insurance is used to meet the minimum insurance requirement, the certificate of insurance must include a list of all policies that fall under the excess/umbrella insurance.
6. 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.
7. 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.
8. 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.

Upon execution of this Agreement, Delegate shall provide CareOregon with proof of insurance evidencing the required coverage, limits and the named Additional Insureds. Proof of insurance and any notifications shall be emailed to: CareOregon Procurement Department at vendorservices@careoregon.org.

9. 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.
10. 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.

11. 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

This Business Associate Agreement (“BAA”) is between the CareOregon, Inc. (“Company”) and Tillamook County Transportation District (“Business Associate”). Business Associate and the Company have entered into a non-emergent medical transportation services delegation agreement (“Agreement”) 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 Company (or another business associate of the Company) to Business Associate, (ii) the use or disclosure by Business Associate of PHI received from the Company 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 Company and Business Associate is subject to provisions of the HIPAA Rules. The Company 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 Company.
- 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 Company.
- 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 Company 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 Company 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 Company 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 Company, 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 Company to PHI in a Designated Record Set, to the Company or, as directed by the Company, to an Individual in order to meet the requirements under 45 CFR § 164.524. If the Company 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 Company 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 Company, Business Associate will document disclosures of PHI and information related to such disclosures in such form as would be required for the Company 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 Company pursuant to 45 CFR § 164.526, at the request of the

- Company 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 Company available to the Company or, at the request of the Company, to the Secretary or other regulatory official as directed by the Company, in a time and manner requested by the Company or such official for the purpose of determining the Company' 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 Company 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 Company, Business Associate agrees to comply with all requirements of the Electronic Transactions Rule that would apply to the Company if the Company 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 Company will comply with all of the requirements of the Electronic Transactions Rule that would apply to the Company if the Company 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 Company of any Breach immediately and without unreasonable delay, and in no case later than one (1) business day after Discovery of the Breach. Business Associate will require its Subcontractors and Agents to notify the Company 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 Company 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 Company 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 Company may: (i) require Business Associate, at Business Associate's sole expense, to use a mutually agreed upon written notice to notify, on the Company' 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 Company from and against any and all costs (including mailing, labor, administrative costs, vendor charges, and any other costs determined to be reasonable by the Company), losses, penalties, fines, and liabilities arising from or associated with the Breach, including without limitation, the costs of the Company' 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 Company 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 Company, 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 Company under the Agreement, provided that such use or disclosure would not violate the HIPAA Rules or the Company' own policies and procedures concerning compliance with the "minimum necessary" standard under 45 CFR § 164.502(b) if performed by the Company.
- 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 Company

- a) The Company 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 Company 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 Company shall notify Business Associate of any restrictions on the use or disclosure of PHI that the Company 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 Company, 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 Company obtaining knowledge of a material breach or violation of this BAA by Business Associate, the Company shall take one of the following actions:
 - 1. If the Company determine that the breach or violation is curable, the Company shall provide an opportunity for Business Associate to cure the breach or end the violation within a reasonable time period set by the Company, which shall not exceed 90 days. If the breach or violation is not cured or ended within the time set by the Company, the Company may:

- (i) immediately terminate this BAA and the Agreement; or (ii) suspend performance by the Company under the Agreement until such breach or violation is cured.
 - 2. If the Company determine that the breach or violation is not curable, The Company may immediately terminate this BAA and the Agreement.
 - 3. If the Company determine that neither a termination of this BAA and the Agreement nor a cure of a breach or violation is feasible, the Company may take such other appropriate actions to remedy, correct or mitigate the breach or violation as the Company shall determine.
 - 4. In addition to the forgoing, the Company may immediately terminate this BAA and the Agreement if the Company 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 Company 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

Notwithstanding any other agreement between Business Associate and Company, Business Associate agrees to indemnify and hold harmless the Company 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 Company 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 Company 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.

COMPANY

CAREOREGON, INC.

By: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE

**TILLAMOOK COUNTY
TRANSPORTATION DISTRICT**

By: _____

Title: _____

Date: _____

Tillamook County Transportation District
JOB DESCRIPTION
Adopted December 20, 2023

Job Title: NW RIDES OFFICE ASSISTANT
Supervised by: NW Rides Brokerage Manager
Status: Full Time Non-Exempt Employee
Pay Range: \$29,536 to \$44,803 Annually
\$14.20 to \$21.54 Hourly

POSITION SUMMARY

The NW Rides Office Assistant (“Office Assistant”) is an administrative position, responsible for a wide range of duties that support the work of NW Rides. These responsibilities include maintaining accounts receivable, answering questions from clients, providers and volunteers. The Office Assistant will back up the NW Rides Brokerage Manager and brokerage staff. The Office Assistant must demonstrate good judgment, meet deadlines, and be able to handle confrontational or stressful situations, and work effectively with other employees, the public, government employees, and vendors. The Office Assistant fosters an overall positive atmosphere within the District.

ESSENTIAL FUNCTIONS*

- Support NW Rides by reconciling and maintaining provider and volunteer billing.
- Perform accounts payable and receivable, printing checks, issuing invoices, and recording payments and deposits.
- Provide NW Rides support by answering general questions about the District’s procedures, programs, benefits, and reimbursements.
- Assist Brokerage Manager in implementing employee wellness and recognition programs.
- Track provider and volunteer license and certification expiration dates. Proactively remind providers and volunteers to renew their required licenses and certifications 60 days and 30 days in advance of expiration.
- Maintain provider and volunteer files in compliance with legal requirements.
- Maintain NW Rides records in compliance with federal, state, and local laws. Ensure proper record storage, security, filing, retrieval, and destruction.
- Archive documents in compliance with legal requirements and District policy.
- De-escalate confrontational or stressful situations by exercising good judgment, professionalism, and empathy.

ADDITIONAL DUTIES & RESPONSIBILITIES

- Receive and distribute mail.
- Back up the Brokerage Manager and Brokerage Coordinator as needed.
- Perform general office and secretarial duties as needed.
- Other tasks as assigned by the Brokerage Manager.

REQUIRED EDUCATION, KNOWLEDGE, SKILLS, AND EXPERIENCE

- High school diploma or GED.
- Must have at least one (1) year of accounting or accounts receivable related experience.
- Must have familiarity with general accounting practices, including GAAP and accrual accounting.

- Must be able to maintain a high degree of confidentiality.
- Must demonstrate attention to detail in composing, typing, and proofing materials, establishing priorities, and meeting deadlines.
- Must be able to understand and follow written or oral instructions.
- Must demonstrate a high degree of ethical practice and personal integrity.
- Must have excellent telephone, face-to-face, and written communication skills.
- Must be proficient with computers, including windows-based applications, email and on-line research.
- Must possess strong organizational skills.
- Must have experience operating office machines (i.e. copier, fax, scanner, and ten-key calculator)

PHYSICAL REQUIREMENTS

- Work is performed in an office environment.
- Frequent sitting, keyboarding and hearing voice conversations is required.
- Occasional bending, squatting, lifting up to 20 pounds, pushing, reaching and walking is required.

** Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this position. Please see the TCTD Personnel Policies & Employee Handbook, Policy 2(C) for additional information.*

TILLAMOOK COUNTY TRANSPORTATION DISTRICT POLICY

EMERGENCY PREVENTION AND ACTION PLAN	Number: 13
Adopted by the Board of Directors on March 15, 2012 Last Reviewed: <u>December 20, 2023</u>	Pages: 13

Deleted: April 19, 2018

Purpose:

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

Responsibilities:

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

Chain of command in the event of an emergency:

1. General Manager
2. Superintendent
3. Operations Coordinator
4. Board Chairperson (or other Board Member if Chair is unavailable)

Coordination:

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

Notification, Posting Requirements, and Communication:

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

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Communication:

Communication is essential in an emergency. If electricity is lost, the General Manager, Superintendent, Operations Coordinator and dispatch will use the two-way radios and/or

Page 1 of 13

cell phones to communicate with drivers and emergency personnel. If communication should be lost, drivers will contact the dispatch office when possible using pay phones and our (800) phone number. 911 and the Emergency Operations Center must have work, home, and cell phone numbers for the General Manager and the Superintendent. In the event an emergency should occur, drivers may give on board announcements to passengers via the personal address systems. However, discretion and judgment should be used to avoid panic.

Notification:

The Board Chair, or in his/her absence the Vice-Chair will be notified of emergencies affecting TCTD and NW Rides as soon as possible. All Board members will be notified of emergencies; however, responding to the emergency will have priority, refer to Attachment D.

Deleted:

Fire & Accident Prevention:

Fire and accident prevention is the responsibility of all employees.

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

Earthquake Response:

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

General Response:

1. The most important thing is to remain calm in the event an earthquake.

2. Remember to Drop, Cover, and Hold
 - a. Drop: Drop to the floor and sit with your back against an interior wall. Stay away from windows, bookcases, material storage racks and other objects that can fall.
 - b. Cover: Get under a sturdy table or desk or other structure. If unavailable, move to an interior wall and away from anything that could topple over. Protect your head and neck with your arms.
 - c. Hold: Hold onto the sturdy item you found to take cover under; be prepared to move with it. Hold this position until the shaking stops and it's safe to move.
3. After the shaking has stopped, emerge from your position of cover. Remember to use caution when doing so as there may be debris.
4. Be prepared for aftershocks, and plan to take cover when these occur.
5. Check yourself for injuries.
6. Check those who were near you when the earthquake began; be aware of where the first aid kit is located in case someone is injured.
7. Because buildings offer protection from aftershocks, in the event of an earthquake, we would not evacuate unless management determined that it was necessary and safe to do so.
8. Prepare for the possibility of a tsunami.

Tsunami Response:

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

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

General Response:

1. The TCTD and NW Rides facility is not in an inundation zone, therefore, the safest place for staff to be is to stay inside the building. Be aware that Tillamook does not have tsunami sirens and that the earthquake itself will be the warning. Distant tsunamis caused by earthquakes thousands of miles into or across the Pacific Ocean will not be as severe and there will be warnings by radio, television, and emergency management.
2. Drivers in District vehicles upon hearing a tsunami siren will need to immediately, but at a safe speed, head for the highest ground reachable. There are sirens in the following areas: Neahkahnie Beach, Manzanita, Nedonna Beach, Rockaway Beach (3), Cape Meares, Oceanside, Netarts, Tierra Del Mar, Cape Kiwanda, Pacific City, and Neskowin. Do not stop to call 911 or the dispatch office, but proceed directly to high ground. Once high ground is reached, all drivers must attempt to check in with TCTD and NW Rides dispatch.

3. In the unlikely event that a tsunami does hit our section of coast, the District expects that staff will want to secure their own family and property. Staff will then be needed as directed by the County Emergency Operations Center to assist with evacuation and emergency transportation needs. The General Manager will be the liaison with the EOC.
4. At absolutely no time is anyone to put themselves or others in personal danger in order to carry out a directive contained in this procedure.

Bomb Threat Procedures:

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

General Response:

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

Fire/Explosion Response:

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

General Response:

1. The first person spotting a fire should:
 - a. Determine if the fire can be extinguished immediately, (wastepaper basket size or smaller) using fire extinguishers available close at hand.
 - b. Direct someone to contact the Fire Department by calling 911.
 - c. Small or isolated fires should be extinguished, if possible. Personnel without fire extinguisher knowledge should evacuate the area.
2. Upon hearing the fire alarm or upon being given verbal instructions to evacuate, personnel will evacuate the site to the appropriate assembly area identified on the evacuation plan (Attachment B). All personnel will exit the facility out the nearest fire exit door in a calm fashion, even if the fire alarm should stop.
3. If possible, every attempt should be made to de-energize electrically charged equipment before evacuation.
4. Supervisors will check their work areas to ensure that all persons have taken appropriate actions.
5. The ranking staff person present will take a head count at the assembly area, and will be the person responsible for authorizing re-entry into the facility. The all clear notice will be given to all personnel at the assembly area.
6. Any questions concerning the fire safety procedure should be directed to the employee's supervisor. At absolutely no time is anyone to put themselves or others in personal danger in order to carry out a directive contained in this procedure.

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

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

General Response:

1. Notification of a major civil disturbance or possible act of terrorism affecting District property may be received from the local police department, telephone, commercial radio, and television. Their supervisor on what additional security steps will be taken will instruct employees.
2. Upon notification of an internal severe violence situation such as an individual with a firearm on-site, a hostage situation, major sabotage, or any other act of extreme violence, either imminent or in progress, local authorities will be contacted immediately by calling 911 (by any available personnel). It is the policy of this District that employees are not to attempt to intervene, but instead will immediately evacuate to a safe area and notify authorities.
3. Personnel may be released early as deemed appropriate by the General Manager or ranking staff person on site. On-site operations may be minimized or curtailed as necessary.

4. If conditions do not warrant or allow the early release of personnel, all points of entry into the site will be secured and access limited to those persons conducting legitimate business. Assistance from law enforcement personnel will be requested as deemed necessary to prevent unauthorized access onto the site.
5. At absolutely no time is anyone to put themselves or others in personal danger in order to carry out a directive contained in this procedure.
6. **Bus Hijacks:** In the very unlikely event a TCTD bus should be hijacked drivers are advised to use a calm voice and slow movements when dealing with an armed hijacker. If possible, activate emergency channel of the two-way radio or the memory button on your cell phone to reach 911 and give clues as to who you are and your location without alerting a hijacker. If possible, suggest evacuating your passengers.

Evacuation Procedures:

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

Building Evacuation:

All building personnel will exit calmly by their nearest exit and proceed to the assembly area in the parking lot. An evacuation route plan has been included in Attachment B.

Vehicle Evacuation:

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

Major Accident Response:

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

General Response:

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

drivers must begin filling out the accident response worksheets and take pictures of the scene. Follow the directions outlined in the accident response packs.

Hazardous Material and Fuel Spills:

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

Floods and Road Closure Procedures:

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

General Response:

1. Read all watches and warnings posted from the department of Emergency Management. These will be posted in the driver area above bus & van key board.
2. Report all unexpected water over roadways to dispatch. Police barricades are there for your protection, never drive around them.
3. Follow all detour instructions from dispatch.
4. Never walk in floodwaters, however, if your vehicle should stall in rapidly rising water, abandon it immediately, and help your passengers climb to higher ground.
5. Staff who is concerned about being able to reach their home before floodwaters close roads, or who are unable to report for work due to closed roads may claim unpaid or vacation leave.
6. Public transportation is an essential service that must remain in operation unless conditions are unsafe. Detours and delays are to be expected during flooding and will be reported on KTIL and posted at the central transfer station in Tillamook (2nd & Laurel).

Bio-Hazards:

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

1. All TCTD drivers must receive training on blood borne pathogen risks and proper use of a body fluid kit before concluding their driver training and being placed on-duty. There must be at least two people who regularly work in the District office trained in blood borne pathogen risks and proper use of a body fluid kit.
2. All TCTD vehicles must carry a body fluid kit, and all kits must be inspected monthly. Drivers must report whenever a body fluid kit has been used and the kit refilled immediately.

3. Assume that all blood or other body fluids are infected in order to ensure all care and precaution is taken. The AIDS virus has been shown to live for only 24 hours in dried blood, but Hepatitis B is highly resilient and can survive for a least a week in dried blood.
4. All used Biohazard bags or sharps containers must be taken to Tillamook County General Hospital for proper destruction as soon as possible.
5. Any employee thought to have been exposed to a Blood borne pathogen (i.e. blood-to-blood transfer or blood to eye membrane transfer) must be examined and tested by a physician. Record of the examination and any scheduled testing must be kept on record in a secure file, not the employee's personnel file.

Security:

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

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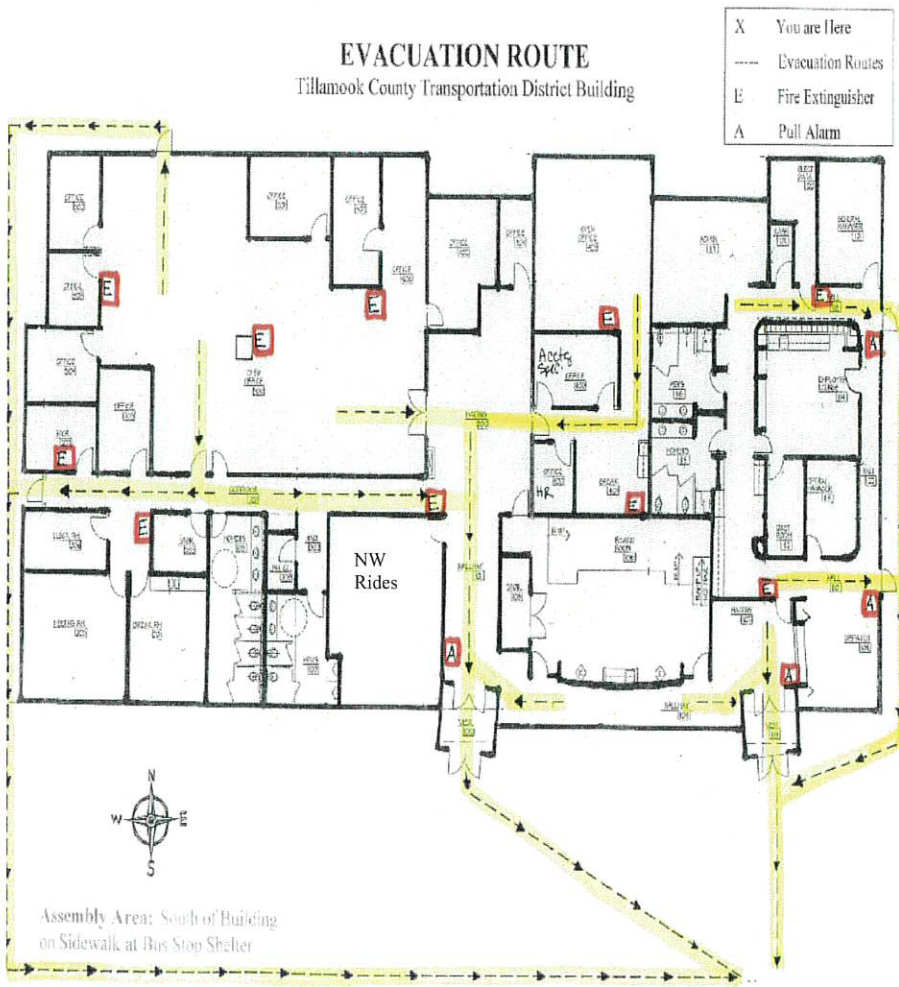
1. Secure Areas & Signage: All bus storage and maintenance areas and all spaces past the TCTD and NW Rides suite doors are secure. See Attachment C provides a map of secure areas. Only TCTD and NW Rides personnel and Board Directors or guests escorted by TCTD or NW Rides personnel may be in secure areas. Secure areas will be clearly marked with the appropriate signage to notify the public.
2. Visible Identification: All TCTD and NW Rides staff and Board members must wear District issued photo identification while on the job. If staff/director identification is lost or stolen, it must be reported immediately to the General Manager or Finance Supervisor.
3. Key Control: All master and spare keys are the responsibility of the Superintendent who will issue and receive all returned keys. The Superintendent will also change all electronic key codes as needed for security reasons. A log will be kept in a secure location of all code changes and keys issued. The General Manager will audit these records at least annually.
4. Personal Safety & Awareness: Staff is encouraged to be safe and aware at all times while on the job. If concerned about their personal safety and alone, the staff person is to call 911 or not allow a person who is perceived as a threat onboard their vehicle. If other staff are nearby you should call out for help or assistance.
5. Criminal Background Checks: All prospective employees, before a job offer becomes final, must complete a criminal background check. This entails being fingerprinted and having the prints run through the FBI and Oregon State Police files. Please see TCTD's Criminal Background Check Policy.

Deleted: in customer service

Deleted: Human Resource Specialist

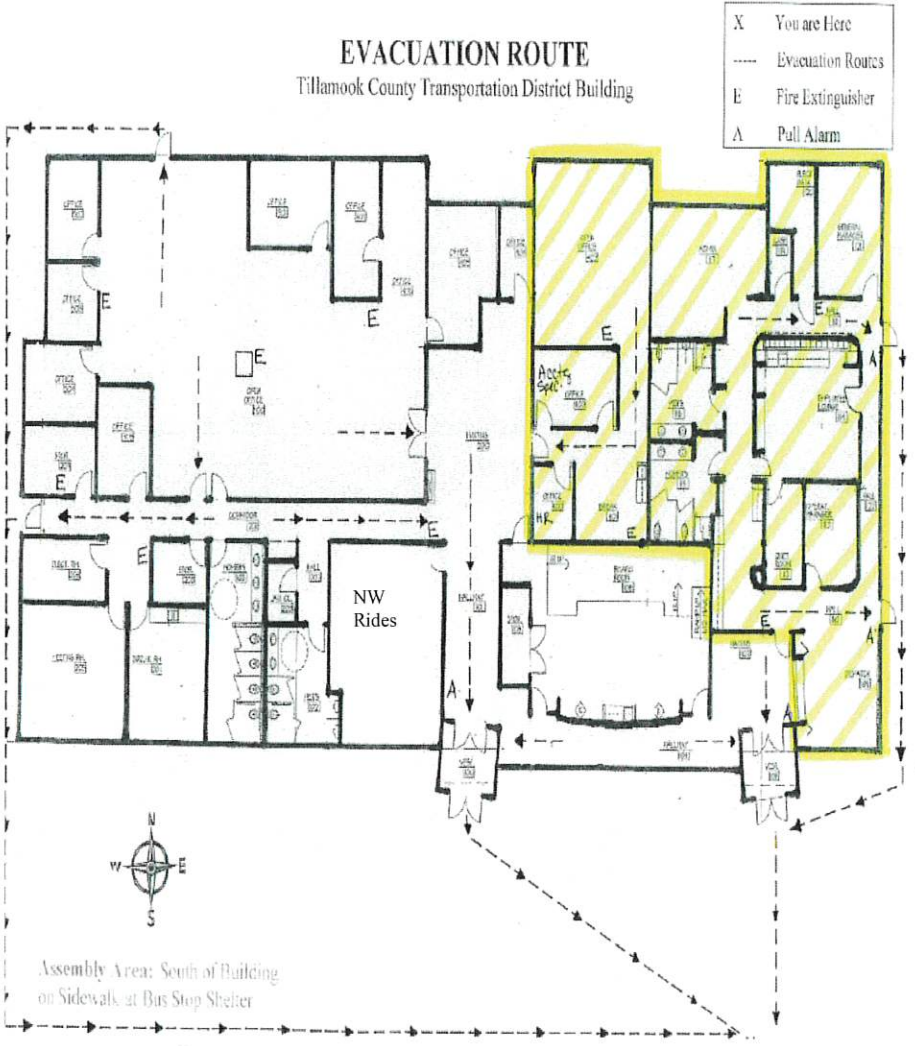
Attachment B

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



Attachment C

Map of secure areas



Attachment D*

Updated April 1, 2023

Emergency Contacts

Emergency Medical, Fire, and Police		911
Emergency Operations Center (back door line)		503-815-3173
Red Cross: Tillamook		541-961-5247
Portland		800-991-9515
U.S. Coast Guard National Response Center		800-424-8802
Federal Transportation Administration: Emergency Coordinator		
202-366-1863		Mobile 202-549-8865
TCTD – General Manager		
<u>Brian Vitulli</u>	Mobile	719-678-4476
Tillamook, OR		
Superintendent		
<u>Mike Reed</u>	Mobile	503-502-1736
Rockaway Beach, OR		
Operations Coordinator		
<u>Mark Stricker</u>	Mobile	503-317-3853
Tillamook, OR		
NW Rides Brokerage Manager		
<u>Jules Hooter</u>	Mobile	503-801-3889
Tillamook, OR		
TCTD – Dispatchers		
<u>Cristel Scott</u>	Mobile	541-788-0596
Garibaldi, Oregon		
TCTD – Board of Directors		
Gary Hanenkrat		503-842-2779
Linda Adler		503-398-5699
Mary Johnson		808-260-7445
Jonathan Bean		503-358-1635
Jim Heffernan		503-842-2935
Marni Johnston		503-470-0412
Thomas Fiorelli		541-525-7203

Confidential

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

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

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

I acknowledge that I have been informed of the Emergency Prevention & Action Plan adopted on December 20, 2023 and have been given a copy of the fire and other relevant emergency procedures. I have read and understood these procedures, and I accept the plan and procedure as working documents, which I will support and follow in my daily work at Tillamook County Transportation District and NW Rides.

Deleted: April 19, 2018

Date

Employee Signature

Please print name



Tillamook County Transportation District

Connecting the community through sustainable transit services
The WAVE • Dial-A-Ride • NW Rides

Transportation Advisory Committee Member Application

Full Name: John Howard Dreeszen

Street Address: [REDACTED]

City: St. Helens **State:** OR **Zip:** 97051

Mailing Address, if different: [REDACTED]

City: [REDACTED] **State:** [REDACTED] **Zip:** [REDACTED]

Phone (Daytime): 503-366-8503 **Phone (Evenings):** [REDACTED]

Email: john.dreeszen@columbiacountyor.gov **Occupation:** Transit Director

The Transportation Advisory Committee ("TAC") is established for the purpose of carrying out the statutory requirements of the Tillamook County Transportation District ("TCTD") as set forth in ORS 184.761 and OAR 732-040-0035. The TAC will advise and assist TCTD in carrying out the purposes of the Statewide Transportation Improvement Fund ("STIF") and prioritizing projects to be funded by the STIF moneys received by TCTD. The TAC may also advise TCTD regarding the opportunities to coordinate STIF funded projects with other local or regional transportation programs and services to improve transportation service delivery and reduce gaps in service.

To be eligible to serve, members must be knowledgeable about the public transportation needs of the residents or employees located within or traveling to or from TCTD's service area and be a person who is a member of or represents one or more of the following groups. Please identify the category you believe you represent. You may select more than one category.

- | | |
|---|---|
| <input type="checkbox"/> Bicycle and pedestrian advocates | <input type="checkbox"/> Non-profit entities which provide public transportation |
| <input type="checkbox"/> Educational institutions | <input type="checkbox"/> People with disabilities |
| <input type="checkbox"/> Employers | <input type="checkbox"/> People with limited English proficiency |
| <input type="checkbox"/> Environmental advocates | <input type="checkbox"/> Public health, social and human service providers |
| <input type="checkbox"/> Individuals aged 65 and older | <input checked="" type="checkbox"/> Public Transportation Service Providers |
| <input checked="" type="checkbox"/> Local governments, including land use planners | <input type="checkbox"/> Social equity advocates |
| <input type="checkbox"/> Low-income individuals | <input type="checkbox"/> Transit users |
| <input type="checkbox"/> Major destinations for users of public transit | <input type="checkbox"/> Transit users who depend on transit for accomplishing daily activities |
| <input checked="" type="checkbox"/> Neighboring public transportation service providers | |

Are you knowledgeable about the public transportation needs of residents or employees located within or traveling to and from Tillamook County? YES NO If yes, please describe:

I previously lived and worked in Tillamook County so I am familiar with the transportation challenges faced by local residents.

Why do you want to serve on the TAC? Please provide a response of your personal and/or professional background as it applies to the position(s) you wish to be considered for on the TAC.

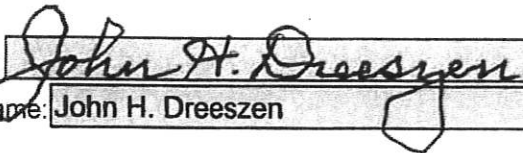
I am a former user of Columbia County Transit and now run Columbia County Rider. Tillamook County Transportation District is a valued member of NWOTA so I have an interest in the long term sustainability of district services and operations.

Please list your community affiliations interests:

I am active in supporting local community organizations such as the Food Bank, Community Action Team and United Way.

The Transportation Advisory Committee is required to meet at least two times each year. Your appointment to the committee is for a three-year term. Do you agree to fulfill the requirements of the TAC?

YES NO

Signature: 
Printed Name: John H. Dreeszen

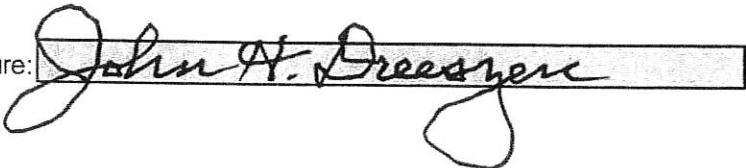
Date: 12-15-23

PLEASE RETURN YOUR COMPLETED, SIGNED APPLICATION TO:
Tillamook County Transportation District TAC
Attn: Administrative Assistant
3600 Third St, Suite A, Tillamook, OR 97141
Phone: 503-815-8283
Email: nzuercher@tillamookbus.com

Completion of this section is **VOLUNTARY**. The information you provide will be used for Title VI purposes only. Tillamook County Transportation District ("TCTD") operates its programs without regard to race, color, religion, sex, sexual orientation, national origin, marital status, age, disability, or income status in accordance with Title VI of the Civil Rights Act, ORS Chapter 659A or other applicable law.

Race/Ethnic Status:

- White** (*Not Hispanic or Latino*): A person having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- Black or African American** (*Not Hispanic or Latino*): A person having origins in any of the black racial groups of Africa.
- Hispanic or Latino**: A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- Asian** (*Not Hispanic or Latino*): A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
- Native Hawaiian or other Pacific Islanders** (*Not Hispanic or Latino*): A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- American Indian or Alaskan Native** (*Not Hispanic or Latino*): A person having origins in any of the original peoples of North and South America (including Central America), and who maintains a tribal affiliation or community recognition.
- Two or More Races** (*Not Hispanic or Latino*): A person who identifies with two or more race/ethnic categories named above.

Signature:  Date: **12-15-23**

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

**Authorizing the General Manager to)
Enter Into an Intergovernmental)
Agreement (IGA) Between the TCTD)
and the County of Tillamook for 2023)
Pacific City Shuttle Services)**

RESOLUTION NO. 23-33

WHEREAS, the Tillamook County Transportation District owns and operates a regional public transportation system network of buses that serve communities within and without Tillamook County and that represents vital links to other public transportation system networks in northwest Oregon; and

WHEREAS, Tillamook County and the District have worked cooperatively in the past toward improved transportation services within the County; and

WHEREAS, the County and the District participate in the Pacific City/Woods Parking Advisory Committee, which guides the destination management efforts in the unincorporated areas of the Pacific City and Woods.

WHEREAS, the District currently provides the Pacific City Shuttle, a seasonal transit service that operates an approximately seven-mile route ten to twelve hours per day, Friday through Sunday from Memorial Day weekend through Labor Day, Friday through Sunday, from Memorial Day weekend through Labor Day.

WHEREAS, the District operates this transit route that serves as a key destination management/parking management tool to help meet the mobility needs of residents, businesses, and visitors in this community.

WHEREAS, the County is willing to provide \$25,000 in financial support for the operation of this service for 2023.

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

That the Board authorizes the General Manager to enter into an Intergovernmental Agreement between the District and Tillamook County to for 2023 Pacific City Shuttle services.

INTRODUCED AND ADOPTED this 20th day of December 2023.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Brian Vitulli, General Manager

INTERGOVERNMENTAL AGREEMENT
between
TILLAMOOK COUNTY and TILLAMOOK COUNTY TRANSPORTATION DISTRICT

This Agreement is made and entered into, in duplicate originals, this _____ day of _____, 2023, by and between Tillamook County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY" and the Tillamook County Transportation District, an Oregon Special District, hereinafter referred to as "DISTRICT".

RECITALS

- A. Whereas, DISTRICT owns and operates a public transportation network of buses that serves communities within and outside of Tillamook County.
- B. Whereas, COUNTY and DISTRICT participate in the Pacific City/Woods Parking Advisory Committee, which guides the destination management efforts in the unincorporated areas of the Pacific City and Woods.
- C. Whereas, DISTRICT currently provides the Pacific City Shuttle, a seasonal transit service that operates an approximately seven-mile route ten to twelve hours per day, Friday through Sunday from Memorial Day weekend through Labor Day, Friday through Sunday, from Memorial Day weekend through Labor Day.
- D. Whereas, DISTRICT operates this transit route that serves as a key destination management/parking management tool to help meet the mobility needs of residents, businesses, and visitors in this community.
- E. Whereas, COUNTY is willing to provide \$25,000 in financial support for the operation of this service for 2023.

WITNESSETH

NOW THEREFORE, IT IS HEREBY agreed by and between the parties as follows: the mutual promises of each party are given in exchange and as consideration for the promises of the other party.

Section 1.0 DISTRICT'S RIGHTS, DUTIES AND OBLIGATIONS

- 1.1 DISTRICT will collaborate with COUNTY as a partner in the PAC for details related to the Pacific City Shuttle, such as operating season, operating days, number of trips, and marketing and promotional opportunities.

1.2 DISTRICT will provide staff expertise, support, and resources to ensure the Pacific City Shuttle operates as agreed upon.

Section 2.0 COUNTY'S RIGHTS, DUTIES AND OBLIGATIONS

2.1 COUNTY will collaborate with DISTRICT as a partner in the PAC for details related to the Pacific City Shuttle, such as operating season, operating days, number of trips, and marketing and promotional opportunities.

2.2 Upon receipt of an invoice and subject to available funding, COUNTY will reimburse DISTRICT \$25,000 to offset the 2023 operating costs.

Section 3.0 INSURANCE

3.1 Each party agrees to maintain insurance sufficient to meet sums specified by ORS 30.270.

Section 4.0 LIABILITY; INDEMNIFICATION

4.1 Each party shall indemnify and hold harmless the other party from all claims, costs, damages, or expenses of any kind, including attorneys' fees and other costs and expenses of litigation, for personal or property damage arising out of that party's performance required by this Agreement. It is the intent of this section that each party assumes any and all liability for its respective torts, errors and omissions.

Section 5.0 EFFECTIVE DATE

5.1 This Agreement shall take effect on May 1, 2023.

Section 6.0 TERM

6.1 The term of this Agreement shall cover the 2023 operating season of the Pacific City Shuttle, from May 26, 2023 through September 4, 2023 and be in force and effect until terminated pursuant to the provision of Section 7.0 of this Agreement.

Section 7.0 TERMINATION

7.1 Termination of this agreement may occur if:

7.1.1 The parties mutually consent to termination in writing.

7.1.2 Any party breaches any duty, term or condition of this Agreement and does not cure the breach within thirty (30) days of written notice.

7.1.3 Either party commits a fraud or misrepresentation upon the other party.

7.1.4 Either party gives sixty (60) days' written notice.

Section 8.0 GENERAL PROVISIONS

8.1 WAIVER; MODIFICATION

8.1.1. Failure by COUNTY and/or DISTRICT to enforce any provision of this Agreement does not constitute COUNTY's and/or DISTRICT's continuing

waiver of that provision, any other provision or of the entire Agreement. The rights and duties under this Agreement shall not be modified, delegated, transferred or assigned, except upon the written-signed consent of both parties.

8.2 ATTORNEYS' FEES

8.2.1 Attorney fees, costs and disbursements necessary to enforce this Agreement through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.

8.3 LEGAL REPRESENTATION

8.3.1 In entering into this Agreement, each party has relied solely upon the advice of their own attorney. Each party has had the opportunity to consult with counsel or now waives that right. Each party represents and warrants to the other that they are fully satisfied with the representation received from their respective attorneys.

8.4 NOTICES

8.4.1. Any notice required or permitted under this Agreement shall be in writing and deemed given when:

8.4.1.1 actually delivered, or

8.4.1.2 three (3) days after deposit in United States certified mail, postage prepaid, addressed to the other party at their last known address.

8.5 LANGUAGE

8.5.1 The headings of the Agreement paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neuter genders are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.

8.6 INTEGRATION

8.6.1. This Agreement represents the entire Agreement between the parties. Time is of the essence in all terms, provisions, covenants and conditions in this Agreement.

8.7 SAVINGS

8.7.1. Should any clause or section of this Agreement be declared by a Court to be void or voidable, the remainder of this Agreement shall remain in full force and effect.

8.8 JURISDICTION; LAW

8.8.1. This Agreement is executed in the State of Oregon and is subject to Tillamook County and Oregon law and jurisdiction. Venue shall be in Tillamook County, Oregon, unless otherwise agreed by the parties.

IN WITNESS WHEREOF, COUNTY and DISTRICT have executed this Agreement on the date first above written.

TILLAMOOK COUNTY

TILLAMOOK COUNTY
TRANSPORTATION DISTRICT

Dated

Dated

Erin D. Skaar
Chair, Board of Commissioners

Brian Vitulli
General Manager

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

**Authorizing the General Manager)
to Execute Amendment Number 2)
to ODOT Section 5311 Grant)
Agreement No. 34242)**

RESOLUTION NO. 23-34

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, for vehicle purchases; and

WHEREAS, on July 27, 2020, the District entered into ODOT Grant Agreement No. 34242, memorializing a grant in the total amount of \$430,704; however, for Amendment Number 2, the grant amount is \$188,433; and

WHEREAS, the District and ODOT mutually desire to modify Exhibit A to extend the Grant Agreement period to June 30, 2025 to allow for the District to purchase one, replacement Class B transit vehicle with a useful life of ten years or 350,000 miles; and

WHEREAS, the District Board of Directors wishes to authorize the General Manager to execute Amendment Number 2 to extend the Grant Agreement period to June 30, 2025 to allow for the District to purchase one, replacement Class B transit vehicle with a useful life of ten years or 350,000 miles.

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

that the General Manager is hereby authorized to accept and execute Amendment Number 2 to ODOT Grant Agreement No. 34242 in the amount of \$188,433 on behalf of the Tillamook County Transportation District, to purchase one, replacement Class B transit vehicle by June 30, 2025.

INTRODUCED AND ADOPTED this 20th day of December 2023.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Brian Vitulli, General Manager

AMENDMENT NUMBER 2
ODOT GRANT AGREEMENT NO. 34242
Tillamook County Transportation District

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as **State**, and **Tillamook County Transportation District**, hereinafter referred to as **Recipient**, entered into an Agreement on **July 27, 2020** and Amendment 1 (one) on **March 3, 2022**. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by **State** and **Recipient** that the Agreement referenced above, although remaining in full force and effect, shall be amended to extend the Agreement period.

Page 1, Agreement, Paragraph 1, which reads:

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2020** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2022** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.

Shall be deleted in its entirety and replaced with the following:

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2020** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2025** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

SIGNATURE PAGE TO FOLLOW

Tillamook County Transportation District,
by and through its

State of Oregon, by and through its
Department of Transportation

By _____
(Legally designated representative)

By _____
Karyn Criswell
Public Transportation Division Administrator

Name _____
(printed)

Date _____

Date _____

APPROVAL RECOMMENDED

By _____

By _____ Arla Miller

Name _____
(printed)

Date _____ 11/15/2023

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Assistant Attorney General

By _____
Recipient's Legal Counsel

Name _____ Marvin Fjordbeck by email
(printed)

Date _____

Date _____ 03/13/2017

Recipient Contact:

Brian Vitulli
3600 Third Street, Suite A
Tillamook, OR 97141-0188
1 (503) 842-3115
bvitulli@tillamookbus.com

State Contact:

Arla Miller
555 13th Street NE
Salem, OR 97301-4179
1 (503) 861-2798
Arla.MILLER@odot.state.or.us

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

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

**Authorizing the General Manager to)
Extend Deadline of the Services)
Contract with Kittelson & Associates)
For the Coordinated Human Services)
Transportation Plan))**

RESOLUTION NO. 23-35

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, by Res. 21-41, the District Board of Directors authorized the General Manager to execute a services contract not to exceed \$44,996 with Kittelson & Associates; and

WHEREAS, due to unforeseen circumstances, the contract period deadline of December 31, 2023 has passed without completion of the Coordinated Human Services Transportation Plan; and

WHEREAS, the District wishes to extend the contract deadline to April 30, 2024 with Kittelson to allow for completion of the Coordinated Human Services Transportation Plan.

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

that the Board authorizes the General Manager to extend the deadline of the services contract with Kittelson & Associates to assist the District with completing the Coordinated Human Services Transportation Plan.

INTRODUCED AND ADOPTED this 20th day of December 2023.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Brian Vitulli, General Manager