

Tillamook County Transportation District  
Board of Directors  
Regular Monthly Meeting



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



Wednesday, December 18, 2024, at 6:00PM  
Transportation Building  
3600 Third Street, Tillamook, Oregon

**Tillamook County Transportation District  
BOARD OF DIRECTORS – REGULAR MONTHLY MEETING  
Agenda: Wednesday, December 18, 2024 @ 6:00pm**

**To attend by phone, please dial: +1 (253) 215-8782 Meeting ID: 863 2814 1519**  
**To attend virtually, please use this link: <https://us02web.zoom.us/j/86328141519>**

**REGULAR MEETING**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Announcements and Changes to Agenda
5. Public & Guest Comments
6. Executive Session: None
7. First Reading of Ordinance No. 2: Re-establishing and Amending Ordinance No. 2; Establishing TCTD Fare Zones, Categories, and Rates; and Establishing an Effective Date (Pgs. 1-5)

**STATE OF THE DISTRICT REPORT**

8. Financial and Grant Reports (September & October) (Pgs.6-56)
9. Service Performance Reports (October) (Pgs.57-65)
10. Northwest Oregon Transit Alliance (December) (Pg.66)
11. NW Rides Brokerage
12. General Managers Report (Pgs.67-68)
  - a. Administration/Coordination
  - b. Planning/Development
  - c. Grant Funding
  - d. Facility/Property Management
  - e. Operations/Vehicle Maintenance
13. Miscellaneous

**CONSENT**

14. Motion to Approve the Minutes of November 20, 2024, Regular Board Meeting (Pgs.69-72)
15. Motion to Approve September & October Financial Statements
16. Motion to Approve TCTD 2025 Annual Board Meeting Schedule (Pg. 73)
17. Motion to Authorize the General Manager to Execute 2024 CareOregon Non-Emergent Medical Transportation Services Delegation Agreement (Pgs.74-124)

**ACTION ITEMS**

18. Resolution 24-18 Authorizing the General Manager to Execute a Managed Services Agreement Between the Tillamook County Transportation District and ProCredEx (Pgs.125-129)

**DISCUSSION ITEMS**

19. Staff Comments
20. Board of Directors Comments
21. Adjournment

**UPCOMING EVENTS**

December 19, 2024 – TCTD Holiday Party

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

<b>Re-establishing and Amending</b>	)	
<b>Ordinance No. 2;</b>	)	
<b>Establishing TCTD Fare Zones,</b>	)	
<b>Categories, and Rates; and</b>	)	<b>ORDINANCE NO. 2</b>
<b>Establishing an Effective Date</b>	)	

**WHEREAS**, Tillamook County Transportation District (“District”) is an Oregon transportation district organized under ORS Chapter 267, with the power to fix and collect charges for the use of its system; and

**WHEREAS**, the District has determined that in order to make its transportation services economically sustainable, it needs to update its fare zones, categories, and rates (collectively, the “Fare Structure”); and

**WHEREAS**, the District’s Board of Directors (“Board”) adopted Ordinance No. 2 with an effective date of March 1, 2013, establishing District fare zones and fare categories; and

**WHEREAS**, the Board adopted Ordinance No. 21-02 with an effective date of July 1, 2021, repealing Ordinance No. 2 and establishing District fare zones and fare categories; and

**WHEREAS**, the Fare Structure for transportation services shall be established by the Board from time to time by ordinance; and

**WHEREAS**, the District conducted an evaluation of its Fare Structure on May 20, 2021, following a public notice and public hearing; and

**WHEREAS**, the District discontinued intercity 70X services between Salem and Grande Ronde on June 23, 2023, and discontinued intercity 60X services between Lincon City and Salem on December 10, 2023; and

**WHEREAS**, the Board has determined that it is necessary to repeal Ordinance No. 21-02 and to re-adopt and amend Ordinance No. 2 to accomplish the District’s goals of making fares simpler and more affordable and enhancing the ability of people to travel to jobs, shopping, and other destinations within the District’s system and to update the Fare Structure.

**NOW, THEREFORE, IT IS ORDAINED:**

As of the effective date of this Ordinance, Ordinance No. 21-02 and all prior resolutions, policies, and motions relating to the District’s Fare Structure are hereby repealed.

That within seven days after adoption of this ordinance, the enrolled ordinance shall be filed in the records of the District, and a certified copy shall be filed with the Tillamook County Clerk.

## Section 1: Transportation Fare Zones

For the purposes of determining fare charges for transportation services:

A. The District shall consist of, and operate as a single fare zone for transportation services within Tillamook County; between Tillamook County and Lincoln County and between Tillamook County and Clatsop County; and for intercity transportation services between Tillamook and downtown Portland.

## Section 2: Fare Categories

TCTD hereby establishes the following Fare Categories for transportation services provided by or through the District.

Category	Description
Full Fare	Passengers who do not fall under any other fare category.
Child Fare	Passengers up to 12 years of age (inclusive)
Youth Fare	Passengers 13 years of age up to 18 years of age (inclusive)
Reduced Fare	Passengers age 60+ or who qualify as disabled, according to criteria of TCTD reduced fare policy.
Special Program Fare	Passengers using transportation service provided under a special program offered by, through or on behalf of TCTD.

**Section 3: Fare Rates**

The fares for each Fare Category are hereby established as the Fares listed on Attachment A, "TCTD Fare Rates by Passenger Category," which is incorporated by this reference.

**Section 4: Modifications to Fare Rates**

The fares for each Fare Category in Attachment A may be modified by Resolution of the District Board.

**Section 5: Effective Date**

The effective date of Ordinance No. 2 will be February 19, 2025

Passed and adopted by the District Board this 19<sup>th</sup> day of February 2025 and signed by the Board Chair and Board Clerk in authentication of its passage.

**TILLAMOOK COUNTY TRANSPORTATION DISTRICT**

First Reading: December 18, 2024

\_\_\_\_\_  
Board Chair, Mary Johnson

Second Reading: January 15, 2025

**Attest:**

Effective Date: February 19, 2025

\_\_\_\_\_  
Board Clerk, Keri Brown

**ATTACHMENT A**  
**TCTD Fare Structure and Rates by Passenger Category**

	Full Fare	Reduced Fare	Child/Youth Fare*
<b>Tillamook County Routes (Deviated Fixed Routes)</b>			
Single Fare (per route)	\$1.00	\$0.50	Free
Day Pass	\$3.00	\$1.50	Free
Monthly Pass	\$30.00	\$20.00	Free
Single Fare with Deviation	\$2.00	\$1.50	N/A
Deviation 10-Trip Pass	\$10.00	N/A	N/A
<b>Dial-A-Ride</b>			
Single Fare up to 5 miles	\$4.00	\$2.00	\$2.00
Per additional mile beyond 5 miles	\$0.50	\$0.50	\$0.50
<b>Intercity Route 5 (Portland Coastliner)</b>			
Single Fare	\$15.00	N/A	\$7.50
10-Trip Pass	\$120.00	N/A	\$60.00
<b>Special Programs</b>			
3-Day NWOTA Visitor Pass	\$25.00	N/A	N/A
7-Day NWOTA Visitor Pass	\$30.00	N/A	N/A

\* The first two children age 0-12 are free on Dial-A-Ride and intercity routes with a paying adult.

**Child/Youth Fare and Reduced Fare Criteria**

Children and youth age 0-18 are not charged a fare for fixed-route trips within Tillamook County (including connections to Lincoln City and Cannon Beach), not including deviation trips, which are charged a reduced fare.

The first two children age 0-12 are not charged a fare when accompanied by a paying adult. Additional children age 0-12, and youth (age 13-18), are eligible for a reduced fare on Dial-A-Ride and intercity routes.

Youth age 13-18 may be asked to show a middle or high school student identification card (or alternative) for age verification.

Passengers who have a long or short-term disability or are 60 years of age or older, are eligible for the Reduced Fare.

**TCTD Employees, Board Members and State of Oregon Public Transit Employees**

TCTD employees, spouses and dependents are eligible to ride The Wave fixed routes free with District authorized identification. Employees who have retired after five (5) years or more in good standing are eligible to ride The Wave fixed routes free with District authorized identification.

TCTD Board Members, spouses and dependents are eligible to ride The Wave fixed routes free with District authorized identification. TCTD Board Members who have served on the board for at least one (1) year are eligible to ride The Wave fixed routes for free with District authorized identification. Board Members removed from office by

recall or convicted of a crime related to their service on the Board are not eligible for this benefit.

Employees of public transit agencies in the State of Oregon are eligible to ride fixed route services free with valid identification issued by such an agency.

### **Special Programs**

Group Pass Programs will be negotiated on a case-by-case basis with public or private entities.

Veterans may ride all deviated fixed routes free of charge on Veterans Day with a valid VA ID Card.

### **Dial-A-Ride to Fixed Route Transfers**

In-county Dial-A-Ride passengers requesting rides for the purpose of transfer onto any fixed route services will be provided such transportation free of charge, provided that the transfer is to the nearest fixed route bus stop. Transfers to any other location within the District's system will be provided at standard Dial-A-Ride rates.

Tillamook County Transportation District

Normal Trial Balance

From 9/1/2024 Through 9/30/2024

<u>Account Code</u>	<u>Account Title</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
1001	General Checking Account #4558	450,561.68	
1006	Payroll Checking #5614	26,174.39	
1009	NW RIDES ACCOUNT #8510	1,993,587.10	
1011	Prop. Mgmt. Checking #7071	8,197.89	
1012	NWOTA #4564	32,700.00	
1020	LGIP1020 #5879	618,036.41	
1030	LGIP1030 #5931	1,192,626.89	
1035	LGIP1035 #6518	80,019.35	
1040	Petty Cash	200.00	
Report Total		4,402,103.71	0.00
Report Difference		4,402,103.71	

*[Handwritten Signature]*  
11/18/2024



**Tillamook County Transportation District**

Financial Statement

01 - General Fund

From 9/1/2024 Through 9/30/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
<b>Resources</b>						
Working Capital	3500	0.00	0.00	1,160,290.00	(1,160,290.00)	0.00%
Fares	4000	12,338.00	43,044.20	246,750.00	(203,705.80)	17.44%
Contract Revenue	4020	23,339.75	74,850.47	339,123.00	(264,272.53)	22.07%
Property Tax	4100	1,907.47	8,902.16	1,215,625.00	(1,206,722.84)	0.73%
Past Years Property Tax	4110	1,593.57	4,413.88	12,156.00	(7,742.12)	36.31%
State Timber Revenue	4120	0.00	46,254.14	213,662.00	(167,407.86)	21.64%
Mass Transit State Payroll Tax	4130	0.00	28,483.11	119,800.00	(91,316.89)	23.77%
Capital Grants	4210	0.00	0.00	1,798,000.00	(1,798,000.00)	0.00%
Grants - FTA 5311	4220	0.00	0.00	1,801,035.00	(1,801,035.00)	0.00%
Grants - COVID	4221	0.00	0.00	226,925.00	(226,925.00)	0.00%
Grants - 5311 (f)	4240	0.00	0.00	360,000.00	(360,000.00)	0.00%
Grants - 5310	4245	0.00	0.00	104,262.00	(104,262.00)	0.00%
Grants - 5305	4246	0.00	0.00	84,395.00	(84,395.00)	0.00%
Special Bus Operations	4300	0.00	0.00	500.00	(500.00)	0.00%
Miscellaneous Income	4400	84.51	84.51	13,401.00	(13,316.49)	0.63%
Sale of Assets - Income	4410	0.00	0.00	3,000.00	(3,000.00)	0.00%
Interest Income	4510	3,445.23	12,758.29	42,000.00	(29,241.71)	30.37%
Transfer from NWOTA	4917	0.00	0.00	(3,000.00)	3,000.00	0.00%
Transfer from STIF Fund	4918	0.00	0.00	(453,044.00)	453,044.00	0.00%
<b>Total Resources</b>	<b>42,708.53</b>	<b>607,073.33</b>	<b>218,790.76</b>	<b>7,284,880.00</b>	<b>(7,066,089.24)</b>	<b>3.00%</b>
<b>Expenses</b>						
Personnel Services	5010	33,314.87	102,031.98	541,724.00	439,692.02	18.83%
Payroll: Administration	5020	4,495.02	13,774.46	182,429.00	168,654.54	7.55%
Payroll: Dispatch						

**Tillamook County Transportation District**

Financial Statement

01 - General Fund

From 9/1/2024 Through 9/30/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
5030 Payroll: Drivers	71,392.48	120,808.67	205,343.85	1,449,704.00	1,244,360.15	14.16%
5040 Payroll: Maintenance	13,532.55	15,158.42	38,845.03	181,901.00	143,055.97	21.35%
5050 Payroll Expense	12,107.57	15,094.33	38,145.51	181,132.00	142,986.49	21.05%
5051 Payroll Healthcare	26,761.54	49,015.83	91,464.40	588,190.00	496,725.60	15.55%
5052 Payroll Retirement	3,523.07	7,834.17	18,097.47	94,010.00	75,912.53	19.25%
5053 Payroll Veba	3,227.04	3,701.25	9,259.85	44,415.00	35,155.15	20.84%
5055 Workers Compensation Ins.	0.00	2,800.00	39,677.43	33,600.00	(6,077.43)	118.08%
<b>Total Personnel Services</b>	<b>168,354.14</b>	<b>274,758.75</b>	<b>556,639.98</b>	<b>3,297,105.00</b>	<b>2,740,465.02</b>	<b>16.88%</b>
<b>Materials and Services</b>						
5100 Professional Services	24,681.45	10,893.75	32,888.97	130,725.00	97,836.03	25.15%
5103 Planning	0.00	4,166.67	0.00	50,000.00	50,000.00	0.00%
5120 Dues & Subscriptions	134.98	1,542.92	5,149.56	18,515.00	13,365.44	27.81%
5140 Office Equipment R&R	254.45	323.75	763.35	3,885.00	3,121.65	19.64%
5145 Computer R&M	1,654.58	2,146.08	4,963.74	25,753.00	20,789.26	19.27%
5150 Fees & Licenses	187.00	1,966.42	5,758.90	23,597.00	17,838.10	24.40%
5160 Insurance	0.00	14,494.16	0.00	173,930.00	173,930.00	0.00%
5170 Office Expense	661.33	896.92	1,654.10	10,763.00	9,108.90	15.36%
5175 Board Expense	1,303.80	1,561.42	4,070.15	18,737.00	14,666.85	21.72%
5180 Operational Expense	4,005.54	5,085.83	8,830.26	61,030.00	52,199.74	14.46%
5185 Drug & Alcohol Administration	0.00	131.25	300.00	1,575.00	1,275.00	19.04%
5190 Marketing	1,683.63	7,322.42	3,714.68	87,869.00	84,154.32	4.22%
5210 Telephone Expense	1,068.33	2,864.33	4,413.31	34,372.00	29,958.69	12.83%
5220 Travel & Training	3,383.43	1,925.00	10,169.81	23,100.00	12,930.19	44.02%
5240 Vehicle Expense	15,505.36	18,750.00	29,521.77	225,000.00	195,478.23	13.12%
5245 Diesel & Gasoline Fuel	15,109.59	32,917.50	49,569.81	395,010.00	345,440.19	12.54%
5247 Propane Fuel	0.00	5,000.00	1,361.40	60,000.00	58,638.60	2.26%

**Tillamook County Transportation District**

**Financial Statement**

**01 - General Fund**

From 9/1/2024 Through 9/30/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
Postage	50.00	110.92	279.80	1,331.00	1,051.20	21.02%
Member Mileage Reimbursement	0.00	2,866.25	0.00	34,395.00	34,395.00	0.00%
Mgmt/Labor Recreation Fund	0.00	343.25	0.00	4,119.00	4,119.00	0.00%
Transit Center Maint	1,479.35	1,780.42	3,449.81	21,365.00	17,915.19	16.14%
Operations Facility Maint.	973.32	367.50	1,334.19	4,410.00	3,075.81	30.25%
Total Materials and Services	72,136.14	117,456.76	168,193.61	1,409,481.00	1,241,287.39	11.93%
<b>Transfers</b>						
Transfer to Vehicle Reserve	0.00	250.00	0.00	3,000.00	3,000.00	0.00%
Transfer to NWOTA Fund	0.00	93,169.58	0.00	1,118,035.00	1,118,035.00	0.00%
Unappropriated Ending Fund Bal	0.00	18,945.50	0.00	227,346.00	227,346.00	0.00%
Total Transfers	0.00	112,365.08	0.00	1,348,381.00	1,348,381.00	0.00%
<b>Capital Outlay</b>						
<b>Capital Purchases</b>						
Bus Replacement/Addition	0.00	140,833.33	0.00	1,690,000.00	1,690,000.00	0.00%
Van Replacement/Addition	0.00	24,333.33	0.00	292,000.00	292,000.00	0.00%
Other Capital Projects	0.00	13,333.33	600.00	160,000.00	159,400.00	0.37%
Total Capital Purchases	0.00	178,499.99	600.00	2,142,000.00	2,141,400.00	0.03%
Total Capital Outlay	0.00	178,499.99	600.00	2,142,000.00	2,141,400.00	0.03%
Total Expenses	240,490.28	683,080.58	725,433.59	8,196,967.00	7,471,533.41	8.85%

**Tillamook County Transportation District**

Financial Statement

02 - Property Management Fund  
From 9/1/2024 Through 9/30/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
<b>Resources</b>						
Working Capital	3500 0.00	3,750.00	0.00	45,000.00	(45,000.00)	0.00%
Lease Income	4900 1,700.00	3,000.00	5,100.00	36,000.00	(30,900.00)	14.16%
Lease Operational Exp Income	4910 0.00	108.33	0.00	1,300.00	(1,300.00)	0.00%
Transfer From General Fund	4911 0.00	(1,020.92)	0.00	(12,251.00)	12,251.00	0.00%
<b>Total Resources</b>	<u>1,700.00</u>	<u>5,837.41</u>	<u>5,100.00</u>	<u>70,049.00</u>	<u>(64,949.00)</u>	<u>7.28%</u>
<b>Expenses</b>						
<b>Materials and Services</b>						
Professional Services	5100 0.00	166.67	0.00	2,000.00	2,000.00	0.00%
Property Operating Expense	5300 1,355.47	2,502.50	4,339.37	30,030.00	25,690.63	14.45%
Property Maint. & Repair	5340 2,701.35	3,079.33	9,910.81	36,952.00	27,041.19	26.82%
<b>Total Materials and Services</b>	<u>4,056.82</u>	<u>5,748.50</u>	<u>14,250.18</u>	<u>68,982.00</u>	<u>54,731.82</u>	<u>20.66%</u>
<b>Capital Outlay</b>						
<b>Debt Service</b>						
OTIB TVC Loan 0071	5337 0.00	913.25	0.00	10,959.00	10,959.00	0.00%
OTIB Loan 0061	5338 0.00	2,192.50	0.00	26,310.00	26,310.00	0.00%
<b>Total Debt Service</b>	<u>0.00</u>	<u>3,105.75</u>	<u>0.00</u>	<u>37,269.00</u>	<u>37,269.00</u>	<u>0.00%</u>
<b>Capital Purchases</b>						
Building Repair & Renovation	5350 0.00	0.00	2,118.34	0.00	(2,118.34)	0.00%
<b>Total Capital Purchases</b>	<u>0.00</u>	<u>0.00</u>	<u>2,118.34</u>	<u>0.00</u>	<u>(2,118.34)</u>	<u>0.00%</u>
<b>Total Capital Outlay</b>	<u>0.00</u>	<u>3,105.75</u>	<u>2,118.34</u>	<u>37,269.00</u>	<u>35,150.66</u>	<u>5.68%</u>
<b>Total Expenses</b>	<u>4,056.82</u>	<u>8,854.25</u>	<u>16,368.52</u>	<u>106,251.00</u>	<u>89,882.48</u>	<u>15.41%</u>

**Tillamook County Transportation District**

Financial Statement

04 - Capital Reserve Fund

From 9/1/2024 Through 9/30/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	2.5%
<b>Resources</b>						
Working Capital	0.00	107,136.42	0.00	1,285,637.00	(1,285,637.00)	0.00%
Interest Income	5,157.14	2,083.33	15,721.44	25,000.00	(9,278.56)	62.88%
Total Resources	5,157.14	109,219.75	15,721.44	1,310,637.00	(1,294,915.56)	1.20%
<b>Expenses</b>						
Transfers						
Transfer to GF Grant Match	0.00	21,246.83	0.00	254,962.00	254,962.00	0.00%
Reserve for Future Expenditure	0.00	87,972.92	0.00	1,055,675.00	1,055,675.00	0.00%
Total Transfers	0.00	109,219.75	0.00	1,310,637.00	1,310,637.00	0.00%
Total Expenses	0.00	109,219.75	0.00	1,310,637.00	1,310,637.00	0.00%

**Tillamook County Transportation District**

Financial Statement

05 - Vehicle Purchase Reserve Fund  
From 9/1/2024 Through 9/30/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
<b>Resources</b>						
Working Capital	0.00	3,102.08	0.00	37,225.00	(37,225.00)	0.00%
Transfer From General Fund	0.00	(250.00)	0.00	(3,000.00)	3,000.00	0.00%
Total Resources	0.00	2,852.08	0.00	34,225.00	(34,225.00)	0.00%
<b>Expenses</b>						
Transfers						
Reserve for Future Expenditure	0.00	3,352.08	0.00	40,225.00	40,225.00	0.00%
Total Transfers	0.00	3,352.08	0.00	40,225.00	40,225.00	0.00%
Total Expenses	0.00	3,352.08	0.00	40,225.00	40,225.00	0.00%

**Tillamook County Transportation District**

Financial Statement

06 - Bus Wash Maintenance Reserve  
From 9/1/2024 Through 9/30/2024

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

**Tillamook County Transportation District**

Financial Statement

08 - Northwest Oregon Transit Allia  
From 9/1/2024 Through 9/30/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
<b>Resources</b>						
Working Capital	0.00	6,666.67	0.00	80,000.00	(80,000.00)	0.00%
NWOTA Partner Cont. Match	12,000.00	29,542.50	12,000.00	354,510.00	(342,510.00)	3.38%
Transfer From General Fund	0.00	(79,836.25)	0.00	(958,035.00)	958,035.00	0.00%
Transfer from STIF Fund	0.00	(13,333.33)	0.00	(160,000.00)	160,000.00	0.00%
<b>Total Resources</b>	<b>12,000.00</b>	<b>(56,960.41)</b>	<b>12,000.00</b>	<b>(683,525.00)</b>	<b>695,525.00</b>	<b>(1.76)%</b>
<b>Expenses</b>						
<b>Materials and Services</b>						
Professional Services	0.00	416.67	0.00	5,000.00	5,000.00	0.00%
Administrative Support	49.28	2,083.33	49.28	25,000.00	24,950.72	0.19%
Website Maintenance	3,300.00	3,333.33	9,900.00	40,000.00	30,100.00	24.75%
Marketing	0.00	416.67	0.00	5,000.00	5,000.00	0.00%
Travel & Training	147.00	0.00	491.93	0.00	(491.93)	0.00%
<b>Total Materials and Services</b>	<b>3,496.28</b>	<b>6,250.00</b>	<b>10,441.21</b>	<b>75,000.00</b>	<b>64,558.79</b>	<b>13.92%</b>
<b>Transfers</b>						
Transfer to General Fund	0.00	250.00	0.00	3,000.00	3,000.00	0.00%
Unappropriated Ending Fund Bal	0.00	29,709.17	0.00	356,510.00	356,510.00	0.00%
<b>Total Transfers</b>	<b>0.00</b>	<b>29,959.17</b>	<b>0.00</b>	<b>359,510.00</b>	<b>359,510.00</b>	<b>0.00%</b>
<b>Capital Outlay</b>						
<b>Capital Purchases</b>						
Bus Stop Signage/Shelters	0.00	79,836.25	0.00	958,035.00	958,035.00	0.00%
Other Capital Projects	0.00	13,333.33	0.00	160,000.00	160,000.00	0.00%
<b>Total Capital Purchases</b>	<b>0.00</b>	<b>93,169.58</b>	<b>0.00</b>	<b>1,118,035.00</b>	<b>1,118,035.00</b>	<b>0.00%</b>
<b>Total Capital Outlay</b>	<b>0.00</b>	<b>93,169.58</b>	<b>0.00</b>	<b>1,118,035.00</b>	<b>1,118,035.00</b>	<b>0.00%</b>
<b>Total Expenses</b>	<b>3,496.28</b>	<b>129,378.75</b>	<b>10,441.21</b>	<b>1,552,545.00</b>	<b>1,542,103.79</b>	<b>0.67%</b>



**Tillamook County Transportation District**

Financial Statement

09 - NW RIDES ACCOUNT

From 9/1/2024 Through 9/30/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
<b>Resources</b>						
Working Capital	0.00	83,333.33	0.00	1,000,000.00	(1,000,000.00)	0.00%
NWR Revenue	467,190.08	437,389.58	1,388,111.99	5,248,675.00	(3,860,563.01)	26.44%
NWR Reserve	0.00	35,333.33	0.00	424,000.00	(424,000.00)	0.00%
Interest Income	0.00	1,186.67	0.00	14,240.00	(14,240.00)	0.00%
<b>Total Resources</b>	<u>467,190.08</u>	<u>557,242.91</u>	<u>1,388,111.99</u>	<u>6,686,915.00</u>	<u>(5,298,803.01)</u>	<u>20.76%</u>
<b>Expenses</b>						
<b>Personnel Services</b>						
Payroll: Administration	29,640.83	36,004.92	87,605.17	432,059.00	344,453.83	20.27%
Payroll: Indirect	1,039.80	1,948.42	3,119.40	23,381.00	20,261.60	13.34%
Payroll Expense	3,195.37	3,294.08	9,306.90	39,529.00	30,222.10	23.54%
Payroll Healthcare	6,427.10	9,378.17	21,637.51	112,538.00	90,900.49	19.22%
Payroll Retirement	2,881.34	2,893.17	8,521.33	34,718.00	26,196.67	24.54%
Payroll Veaba	1,154.64	1,357.17	3,163.92	16,286.00	13,122.08	19.42%
Workers Compensation Ins.	0.00	43.75	0.00	525.00	525.00	0.00%
<b>Total Personnel Services</b>	<u>44,339.08</u>	<u>54,919.68</u>	<u>133,354.23</u>	<u>659,036.00</u>	<u>525,681.77</u>	<u>20.23%</u>
<b>Materials and Services</b>						
Professional Services	0.00	437.50	814.88	5,250.00	4,435.12	15.52%
Office Equipment R&R	254.45	2,500.00	763.35	30,000.00	29,236.65	2.54%
Computer R&M	3,852.48	1,856.50	8,339.94	22,278.00	13,938.06	37.43%
Fees & Licenses	0.00	5,416.67	0.00	65,000.00	65,000.00	0.00%
Insurance	0.00	545.58	0.00	6,547.00	6,547.00	0.00%
Office Expense	218.66	583.33	984.61	7,000.00	6,015.39	14.06%
Operational Expense	127.69	625.00	742.31	7,500.00	6,757.69	9.89%
Telephone Expense	2,280.30	1,854.17	6,958.46	22,250.00	15,291.54	31.27%

**Tillamook County Transportation District**

Financial Statement

09 - NW RIDES ACCOUNT

From 9/1/2024 Through 9/30/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
5220 Travel & Training	737.09	131.25	937.42	1,575.00	637.58	59.51%
5260 Postage	9.95	43.75	29.85	525.00	495.15	5.68%
5265 Purchased Transportation	220,726.63	333,333.33	819,483.72	4,000,000.00	3,180,516.28	20.48%
5266 Member Mileage Reimbursement	30,000.00	35,000.00	90,000.00	420,000.00	330,000.00	21.42%
5267 Volunteer Mileage Reimburse	34,403.06	50,000.00	106,785.07	600,000.00	493,214.93	17.79%
5281 Office Rent	0.00	1,250.00	0.00	15,000.00	15,000.00	0.00%
5300 Property Operating Expense	0.00	262.50	0.00	3,150.00	3,150.00	0.00%
Total Materials and Services	292,610.31	433,839.58	1,035,839.61	5,206,075.00	4,170,235.39	19.90%
Transfers						
9175 Reserve for Future Expenditure	0.00	35,333.33	0.00	424,000.00	424,000.00	0.00%
9180 Unappropriated Ending Fund Bal	0.00	24,817.08	0.00	297,805.00	297,805.00	0.00%
Total Transfers	0.00	60,150.41	0.00	721,805.00	721,805.00	0.00%
Capital Outlay						
Capital Purchases						
6022 Ecolane Investment	0.00	8,333.33	0.00	100,000.00	100,000.00	0.00%
Total Capital Purchases	0.00	8,333.33	0.00	100,000.00	100,000.00	0.00%
Total Capital Outlay	0.00	8,333.33	0.00	100,000.00	100,000.00	0.00%
Total Expenses	336,949.39	557,243.00	1,169,193.84	6,686,916.00	5,517,722.16	17.48%

**Tillamook County Transportation District**

Financial Statement

10 - STIF

From 9/1/2024 Through 9/30/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
<b>Resources</b>						
Working Capital	0.00	14,192.50	0.00	170,310.00	(170,310.00)	0.00%
STIF Formula	0.00	37,753.67	118,437.00	453,044.00	(334,607.00)	26.14%
STIF Intercommunity	0.00	29,866.67	0.00	358,400.00	(358,400.00)	0.00%
Interest Income	346.02	0.00	1,054.83	0.00	1,054.83	0.00%
<b>Total Resources</b>	<u>346.02</u>	<u>81,812.84</u>	<u>119,491.83</u>	<u>981,754.00</u>	<u>(862,262.17)</u>	<u>12.17%</u>
<b>Expenses</b>						
<b>Special Payments</b>						
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	2,071.75	0.00	24,861.00	24,861.00	0.00%
<b>Total Special Payments</b>	<u>0.00</u>	<u>3,837.75</u>	<u>0.00</u>	<u>46,053.00</u>	<u>46,053.00</u>	<u>0.00%</u>
<b>Transfers</b>						
Transfer to General Fund	0.00	50,773.67	0.00	609,284.00	609,284.00	0.00%
Transfer to NWOTA Fund	0.00	13,333.33	0.00	160,000.00	160,000.00	0.00%
Reserve for Future Expenditure	0.00	7,372.08	0.00	88,465.00	88,465.00	0.00%
Unappropriated Ending Fund Bal	0.00	6,496.00	0.00	77,952.00	77,952.00	0.00%
<b>Total Transfers</b>	<u>0.00</u>	<u>77,975.08</u>	<u>0.00</u>	<u>935,701.00</u>	<u>935,701.00</u>	<u>0.00%</u>
<b>Total Expenses</b>	<u>0.00</u>	<u>81,812.83</u>	<u>0.00</u>	<u>981,754.00</u>	<u>981,754.00</u>	<u>0.00%</u>

**Tillamook County Transportation District**

Check/Voucher Register

1001 - General Checking Account #4558

From 9/1/2024 Through 9/30/2024

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
18769	9/5/2024	25.00	Jose Hernandez Alvarez	Eye Appt/DOT Med Card
18770	9/5/2024	189.00	Pacific Office Automation	TCTD/NWR Copier Usage 7/9-8/9/2024
18771	9/5/2024	41.99	PETERSON TRUCKS INC	Electric Connector Part
18772	9/5/2024	744.26	ABILA	Abila Managed Plan 9/15-10/14/2024
18773	9/5/2024	8,039.46	CARSON OIL CO INC	Fuel 8/1-8/15/2024
18774	9/5/2024	40.00	CENTURYLINK	Fax Serviced 8/21-9/20/2024
18775	9/5/2024	72.25	City Of Tillamook	TVC Water 8/1-8/31/2024
18776	9/5/2024	120.00	Dave Pisanich	DOT Medical Card
18777	9/5/2024	50.00	Gary A. Hanenkrat	Board Meeting 8.21.2024
18778	9/5/2024	50.00	Jonathan Bean	Board Meeting 8.21.2024
18779	9/5/2024	3,691.43	Les Schwab Tire Center	August 2024 Statement
18780	9/5/2024	50.00	Linda Adler	Board Meeting 8.21.2024
18781	9/5/2024	3,300.00	Madison Ave Collective	Sept. 2024 NW Connector Website Management
18782	9/5/2024	50.00	Marni Johnston	Board Meeting 8.21.2024
18783	9/5/2024	50.00	MARY JOHNSON	Board Meeting 8.21.2024
18784	9/5/2024	5,208.00	MITCHELL1	Maintenance Annual Software Fee
18785	9/5/2024	1,583.05	DAVISON AUTO PARTS, INC.	August 2024 Statement
18786	9/5/2024	63.18	Office Depot Credit Plan	Coffee Cups
18786	9/5/2024	36.99	Office Depot Credit Plan	Coffee Creamer
18786	9/5/2024	25.56	Office Depot Credit Plan	Coffee
18787	9/5/2024	140.68	Rosenberg Builders Supply	August 2024 Statement
18788	9/5/2024	50.00	Thomas Fiorelli	Board Meeting 8.21.2024
18789	9/5/2024	108.66	Tillamook PUD	Transit Electric 7/12-8/12/2024
18789	9/5/2024	47.56	Tillamook PUD	LB Electric 7/12-8/12/2024
18789	9/5/2024	36.30	Tillamook PUD	SB Electric 7/12-8/12/2024
18790	9/5/2024	300.00	Wags Innovations LLC	Two Bumber Brackets
18791	9/12/2024	80.10	ALSCO - Portland Linen	Mat Service 8.13.2024
18791	9/12/2024	80.10	ALSCO - Portland Linen	Mat Service 8/27/2024
18792	9/12/2024	626.45	ASTOUND	Phone Service 7/27-8/26/2024
18793	9/12/2024	135.00	COUNTRY MEDIA	Public Meeting Notice 8/6/2024
18793	9/12/2024	320.00	COUNTRY MEDIA	1/2 Page Fair Ad
18794	9/12/2024	52.96	CRYSTAL AND SIERRA SPRINGS	Water Service 8/8-8/22/2024
18795	9/12/2024	2,521.10	KITTELSON & ASSOCIATES, INC.	Coordinated Plan 35137
18796	9/12/2024	1,407.10	Marie Mills Center, Inc	TVC Janitorial Service Aug 2024
18796	9/12/2024	59.99	Marie Mills Center, Inc	TVC Janitorial Supplies Aug 2024
18797	9/12/2024	250.00	Tillamook Chamber of Commerce	2024-2025 Membership Dues
18798	9/12/2024	204.28	Elan Financial Services	August 2024 Statement
18798	9/12/2024	3,082.24	Elan Financial Services	August 2024 Statement
18799	9/12/2024	400.80	VERIZON	Tablet Service 7/27-8/26/2024
18800	9/18/2024	875.68	ATU LOCAL #757	DUES 8.2024
18800	9/18/2024	938.08	ATU LOCAL #757	DUES 9.2024
18801	9/18/2024	117.51	Oregon Employment Department	PAID LEAVE TAX Q2 2024
18802	9/18/2024	366.50	PACIFIC SOURCE	AUG 2024
18802	9/18/2024	366.50	PACIFIC SOURCE	SEPT 2024
18803	9/18/2024	1,160.42	MUTUAL OF OMAHA	MUTUAL OF OMAHA 8.2024
18804	9/26/2024	0.00		
18807	9/26/2024	4,381.68	HRA VEBA TRUST	HRA VEBA 9.2024
18808	9/27/2024	587.49	Romulus Paradise	FINAL CHECK 9.27.2024
18809	9/27/2024	394.36	VICKI RAINÉ	FINAL CHECK 9.27.2024
18810	9/27/2024	271.18	Cristal Scott	SMITH SYSTEM TRAINING
18842	9/30/2024	33,136.08	SPECIAL DISTRICTS INS. SERVICE	HEALTH BENEFITS SEPT 2024
18844	9/30/2024	1,156.32	MUTUAL OF OMAHA	LIFE/STD/LTD SEPT 2024
18846	9/30/2024	131.02	Oregon Employment Department	PAID LEAVE TAX Q3 2024
ACH 9.2024.2	9/30/2024	3,600.00	FLEETIO	ANNUAL SUBSCRIPTION

**Tillamook County Transportation District**

Check/Voucher Register

1001 - General Checking Account #4558

From 9/1/2024 Through 9/30/2024

<u>Docume... Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
ACH 9.2024.3	9/30/2024	1,488.50	ZOOM VIDEO COMMUNICATIONS INC	ANNUAL SUBSCRIPTION FEE 2024
ACH 9.2024.7	9/30/2024	2,190.00	FASTER	AP GF ACH 9.2024-CORR
ACH 9.2024.8	9/30/2024	999.60	ADP, LLC	PAYROLL FEES 9.2024
ACH 9.2024.9	9/30/2024	600.36	AFLAC	AFLAC BENEFIT
ACH POA 9.2024	9/15/2024	254.45	Pacific Office Automation	COPIER LEASE
Report Total		<u>86,349.22</u>		

**Tillamook County Transportation District**

Check/Voucher Register

1006 - Payroll Checking #5614

From 9/1/2024 Through 9/30/2024

<u>Document Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
ACH ADP 9.2024	9/20/2024	999.60	ADP, LLC	ADP FEES 9.2024
ACH AFLAC 9.24	9/15/2024	600.36	AFLAC	AFLAC 9.2024
Report Total		<u>1,599.96</u>		

**Tillamook County Transportation District**

Check/Voucher Register

1009 - NW RIDES ACCOUNT #8510

From 9/1/2024 Through 9/30/2024

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
4333	9/5/2024	40.83	Pacific Office Automation	TCTD/NWR Copier Usage 7/9-8/9/2024
4334	9/5/2024	57.96	CENTURYLINK	Fax Serviced 8/21-9/20/2024
4335	9/5/2024	2,615.04	JANNA SMITH	VOL MR AUGUST 2024
4336	9/5/2024	278.77	JOY WINKELHAKE	VOL MR AUGUST 2024
4337	9/5/2024	4,463.38	KANDIS LIDAY	VOL MR AUGUST 2024
4338	9/5/2024	59.94	Office Depot Credit Plan	NWR Road Flares
4338	9/5/2024	149.79	Office Depot Credit Plan	NWR Emesis Sickness Bag
4339	9/5/2024	3,881.34	SEAN REKART	VOL MR AUGUST 2024
4340	9/12/2024	1,587.81	ASTOUND	Phone Service 7/27-8/26/2024
4341	9/12/2024	52.96	CRYSTAL AND SIERRA SPRINGS	Water Service 8/8-8/22/2024
4342	9/12/2024	626.17	Elan Financial Services	August 2024 Statement
4343	9/12/2024	4,467.28	WILLIAM NERENBERG	Vol MR 8/1-8/30/2024
4344	9/12/2024	8,784.50	COLUMBIA MEDICAL	7/21-7/27/2024
4344	9/12/2024	7,465.25	COLUMBIA MEDICAL	7/1-7/6/2024
4344	9/12/2024	9,926.75	COLUMBIA MEDICAL	7/14-7/20/2024
4344	9/12/2024	6,161.25	COLUMBIA MEDICAL	7/28-7/31/2024
4344	9/12/2024	9,806.50	COLUMBIA MEDICAL	7/8-7/14/2024
4344	9/12/2024	3,749.25	COLUMBIA MEDICAL	8/1-8/3/2024
4344	9/12/2024	13,141.00	COLUMBIA MEDICAL	8/11-8/17/2024
4344	9/12/2024	12,519.25	COLUMBIA MEDICAL	8/18-8/24/2024
4344	9/12/2024	11,859.00	COLUMBIA MEDICAL	8/25-8/31/2024
4344	9/12/2024	11,286.25	COLUMBIA MEDICAL	8/4-8/10/2024
4345	9/12/2024	16,041.75	DIRECT MEDICAL TRANSPORTATION	5/1-5/19/2024
4345	9/12/2024	6,583.50	DIRECT MEDICAL TRANSPORTATION	5/20-5/31/2024
4345	9/12/2024	4,858.75	DIRECT MEDICAL TRANSPORTATION	6/1-6/9/2024
4345	9/12/2024	4,944.00	DIRECT MEDICAL TRANSPORTATION	6/10-6/15/2024
4345	9/12/2024	2,720.50	DIRECT MEDICAL TRANSPORTATION	6/16-6/23/2024
4345	9/12/2024	2,593.75	DIRECT MEDICAL TRANSPORTATION	6/24-6/30/2024
4346	9/12/2024	11,263.75	QUICK CAB LLC	JULY 2024
4347	9/12/2024	380.00	SUNSET EMPIRE TRANSIT	JUL 2024 Bus Passes
4347	9/12/2024	360.00	SUNSET EMPIRE TRANSIT	Aug 2024 Bus Passes
4348	9/18/2024	2,035.05	AAA RIDE ASSIST	NWR Provider 7/1-7/6/2024
4348	9/18/2024	2,908.65	AAA RIDE ASSIST	NWR Provider Billing 7/15-7/21/2024
4348	9/18/2024	1,702.95	AAA RIDE ASSIST	Provider Billing 7/29-7/31/2024
4348	9/18/2024	2,985.80	AAA RIDE ASSIST	NWR Provider Billing 7/7-7/14/2024
4348	9/18/2024	4,581.00	AAA RIDE ASSIST	NWR Provider Billing 8/1-8/17/2024
4348	9/18/2024	2,891.10	AAA RIDE ASSIST	NWR Provider Billing 8/18-8/25/2024
4348	9/18/2024	2,886.75	AAA RIDE ASSIST	NWR Provider Billing 8/26-8/31/2024
4349	9/18/2024	325.00	COLUMBIA MEDICAL	RESERVE CMT WINTER TIRE CHANGE
4350	9/18/2024	2,312.00	K & M MEDIVAN	NWR Provider Billing 7/1-7/7/2024
4350	9/18/2024	4,382.00	K & M MEDIVAN	NWR Provider Billing 7/22-7/28/2024
4350	9/18/2024	2,115.00	K & M MEDIVAN	NWR Provider Billing 7.29-7.31
4350	9/18/2024	3,502.00	K & M MEDIVAN	NWR Provider Billing 7/8-7/14/2024
4351	9/18/2024	330.00	Life Flight Network	NWR Hospital Discharge 3.6.24
4352	9/18/2024	15,079.25	QUICK CAB LLC	NWR Provider Billing 8/1-8/30/2024
4352	9/18/2024	129.00	QUICK CAB LLC	RESERVE PROVIDER TABLET
4353	9/18/2024	23,928.38	Ride Connection Bridge	4/1-4/20/2024
4353	9/18/2024	10,132.10	Ride Connection Bridge	4/21-4/30/2024
4353	9/18/2024	13,334.60	Ride Connection Bridge	5/1-5/11/2024
4353	9/18/2024	7,399.13	Ride Connection Bridge	5/11-5/18/2024
4353	9/18/2024	20,276.60	Ride Connection Bridge	5/18-5/31/2024

**Tillamook County Transportation District**

Check/Voucher Register

1009 - NW RIDES ACCOUNT #8510

From 9/1/2024 Through 9/30/2024

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
4353	9/18/2024	22,595.46	Ride Connection Bridge	6/1-6/15/2024
4353	9/18/2024	14,688.45	Ride Connection Bridge	6/16-6/30/2024
4354	9/18/2024	5,880.00	Ronald McDonald House	R8771100971,12836352421,1292635...
4354	9/18/2024	2,548.00	Ronald McDonald House	R-8811-10401-1,R-8771-10098-1,R12...
4354	9/18/2024	5,696.00	Ronald McDonald House	NWR Provider Billing
4355	9/18/2024	715.00	TRAVIS CROSS GUEST HOUSE	FOLIO 46241
4355	9/18/2024	260.00	TRAVIS CROSS GUEST HOUSE	FOLIO 46343
4355	9/18/2024	390.00	TRAVIS CROSS GUEST HOUSE	FOLIO 46419
4355	9/18/2024	1,050.00	TRAVIS CROSS GUEST HOUSE	FOLIO 46603
ACH 9.2025.4	9/30/2024	0.00		
ACH 9.2025.5	9/30/2024	0.00		
ACH POA 9.2024	9/17/2024	254.45	Pacific Office Automation	COPIER LEASE
Report Total		340,039.99		



**Tillamook County Transportation District**

Check/Voucher Register

1011 - Prop. Mgmt. Checking #7071

From 9/1/2024 Through 9/30/2024

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
4691	9/5/2024	2,612.50	CHRISSY'S CLEANING SERVICE	Admin Janitorial 8/3-8/31/24 outside/inside windows
4692	9/5/2024	167.83	City Of Tillamook	Admin Water/Sewer 8/1-8/31/2024
4693	9/5/2024	636.00	Columbia Fire & Safety Co.	Annual Fire Ext. Maintenance
4694	9/5/2024	48.21	Rosenberg Builders Supply	August 2024 Statement
4695	9/5/2024	713.88	Tillamook PUD	Admin Electric 7/12-8/12/2024
4696	9/12/2024	190.10	City Sanitary Service	Carboard Recycling/Container Rent 1.5YD1xW
4697	9/12/2024	626.06	Marie Mills Center, Inc	Admin Janitorial Services Aug 2024
4697	9/12/2024	223.23	Marie Mills Center, Inc	Admin Janitorial Supplies Aug 2024
4698	9/12/2024	199.00	Elan Financial Services	August 2024 Statement
4699	9/17/2024	<u>13,155.22</u>	Oregon Department of Transport	OTIB 0061 10.1.2024
Report Total		<u>18,572.03</u>		

**UMPQUA BANK: CLOSING DATE 9/24/2024**

<b>Date</b>	<b>Vendor</b>	<b>Description of Transaction</b>	<b>Amount</b>
<b>CATHY BOND</b>			
08/26/24	Language Line	NWR Phone/Interpreter	\$27.65
08/28/24	Endicia	TCTD Postage	\$50.00
08/28/24	Language Line	NWR Phone/Interpreter	\$19.75
08/29/24	Language Line	NWR Phone/Interpreter	\$31.60
08/29/24	Language Line	NWR Phone/Interpreter	\$43.45
09/03/24	Endicia	NWR Membership Fee	\$9.95
09/06/24	Language Line	NWR Phone/Interpreter	\$43.45
09/09/24	Onstar Services	Membership Fee - Shop Truck	\$15.00
09/10/24	Labor Law Compliance	HR Poster	\$42.90
09/12/24	Language Line	NWR Phone/Interpreter	\$3.95
09/12/24	Language Line	NWR Phone/Interpreter	\$27.65
09/16/24	Endicia	TCTD Membership Fee	\$29.99
09/16/24	Language Line	NWR Phone/Interpreter	\$67.15
09/17/24	Amazon Prime	Membership Fee	\$14.99
09/17/24	Onstar Services	Membership Fee-Shop Truck Wi Fi	\$9.99
09/19/24	Blue Heron	Board Meeting Meal	\$22.90
09/23/24	Language Line	NWR Phone/Interpreter	\$98.75
09/23/24	Iron Mountain	Office Shredder	\$179.98
09/23/24	Adobe Inc	Admin. Software	\$161.96
09/24/24	Fieldprint	NWR Background Check	\$12.50
			<b>\$913.56</b>
<b>BRIAN VITULLI</b>			
09/16/24	Werner Beef & Brew	NWOTA Meal	\$49.28
09/17/24	Delta Air	NWR Ecolane Training/Travel	\$383.28
09/17/24	VistaPrint	Brochures	\$873.63
09/18/24	Omni Hotels	NWR Ecolane Training/Lodging	\$353.81
09/23/24	Springhill Suites	TCTD Smith System Training/Lodging	\$922.25
			<b>\$2,582.25</b>
<b>MIKE REED</b>			
09/11/24	Transport Wisdom	Driver CDL Tests	\$780.00
09/17/24	Ecoguard Pest	Facility Maintenance	\$92.00
			<b>\$872.00</b>
		<b>Grand Total Due</b>	<b>\$4,367.81</b>
		DATE	

APPROVAL

*Brian Vitulli*  
10/17/2024



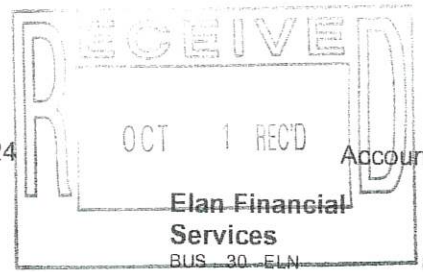
September 2024 Statement

Open Date: 08/24/2024 Closing Date: 09/24/2024



Visa® Company Card with Rewards

TILLAMOOK CNTY TRANS (CPN 001469460)



1-866-552-8855

15

<b>New Balance</b>	<b>\$4,367.81</b>
<b>Minimum Payment Due</b>	<b>\$44.00</b>
<b>Payment Due Date</b>	<b>10/22/2024</b>

<b>Reward Points</b>	
Earned This Statement	4,433
Reward Center Balance	184,675
as of 09/23/2024	
For details, see your rewards summary.	

<b>Activity Summary</b>		
Previous Balance	+	\$4,111.69
Payments	-	\$4,111.69 <sup>CR</sup>
Other Credits		\$0.00
Purchases	+	\$4,367.81
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
<b>New Balance</b>	=	<b>\$4,367.81</b>
<b>Past Due</b>		<b>\$0.00</b>
<b>Minimum Payment Due</b>		<b>\$44.00</b>
Credit Line		\$10,000.00
Available Credit		\$5,632.19
Days in Billing Period		32

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



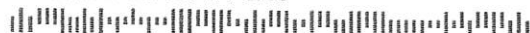
7818

24-Hour Elan Financial Services: 1-866-552-8855

- to pay by phone
- to change your address

000043537 01 SP 000638806890789 P Y

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



Account Number	7790
Payment Due Date	10/22/2024
New Balance	\$4,367.81
Minimum Payment Due	\$44.00

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

Elan Financial Services

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





September 2024 Statement 08/24/2024 - 09/24/2024  
TILLAMOOK CNTY TRANS (CPN 001469460)

Elan Financial Services ( 1-866-552-8855



Visa Business Rewards Company Card

<b>Rewards Center Activity as of 09/23/2024</b>	
Rewards Center Activity*	0
Rewards Center Balance	184,675

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

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	4,304	35,071
Gas, Restaurants & Telecom Double Points	129	4,089
<b>Total Earned</b>	<b>4,433</b>	<b>39,160</b>

Points Expiring on 09/30/2024: 16452

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
<b>Purchases and Other Debits</b>					
08/26	08/23	0598	LANGUAGE LINE, INC. 800-7526096 CA	\$27.65	_____
08/28	08/27	3920	USPS STAMPS ENDICIA 888-434-0055 DC	\$50.00	_____
08/28	08/27	7124	LANGUAGE LINE, INC. 800-7526096 CA	\$19.75	_____
08/29	08/28	5733	LANGUAGE LINE, INC. 800-7526096 CA	\$31.60	_____
08/29	08/28	7082	LANGUAGE LINE, INC. 800-7526096 CA	\$43.45	_____
09/03	09/02	0560	ENDICIA 800-576-3279 TX	\$9.95	_____
09/06	09/05	1642	LANGUAGE LINE, INC. 800-7526096 CA	\$43.45	_____
09/09	09/07	7923	ONSTAR DATA PLAN AT&T 888-466-7827 TX	\$15.00	_____
09/10	09/09	0139	LABOR LAW COMPLIANCE C 800-801-0597 TX	\$42.90	_____
09/12	09/11	5057	LANGUAGE LINE, INC. 800-7526096 CA	\$3.95	_____
09/12	09/11	1089	LANGUAGE LINE, INC. 800-7526096 CA	\$27.65	_____
09/16	09/15	5133	ENDICIA 800-576-3279 TX	\$29.99	_____
09/16	09/14	4427	LANGUAGE LINE, INC. 800-7526096 CA	\$67.15	_____
09/17	09/16	2493	Amazon Prime*LL3ER8LX3 Amzn.com/bill WA	\$14.99	_____
09/17	09/16	8055	OnStar, LLC 888-4667827 MI	\$9.99	_____

Continued on Next Page

Transactions		BOND, CATHY			Credit Limit	\$2500
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation	
09/19	09/18	8395	BLUE HERON FRENCH CHEE TILLAMOOK OR	\$22.90	_____	
09/23	09/20	0787	LANGUAGE LINE, INC. 800-7526096 CA	\$98.75	_____	
09/23	09/21	1181	BTS*IRONMOUNTAIN 470-792-4840 MA	\$179.98	_____	
09/23	09/22	3675	ADOBE *ADOBE 408-536-6000 CA	\$161.96	_____	
09/24	09/24	8605	FIELDPRINT 888-291-1369 PA	\$12.50	_____	
			<b>Total for Account</b>	<b>2022</b>	<b>\$913.56</b>	

Transactions		REED, MICHAEL			Credit Limit	\$3500
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation	
<b>Purchases and Other Debits</b>						
09/11	09/10	9681	PP*TRANSPORT WISDOM, L MILWAUKIE OR	\$780.00	_____	
09/17	09/16	0016	ECOGUARD PEST OREGON 503-4332847 OR	\$92.00	_____	
			<b>Total for Account</b>	<b>9595</b>	<b>\$872.00</b>	

Transactions		VITULLI, BRIAN A			Credit Limit	\$10000
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation	
<b>Purchases and Other Debits</b>						
09/16	09/14	4096	TIL*RZ WERNER BEEF&BRE TILLAMOOK OR	\$49.28	_____	
09/17	09/16	7688	DELTA AIR0062268904835 800-2211212 CA HOOTER/JULIENE 10/26/24 PORTLAND ORE TO LOS ANGELES LOS ANGELES TO ORLANDO FLA ORLANDO FLA TO ATLANTA ATLANTA TO PORTLAND ORE	\$383.28	_____	
09/17	09/16	6362	VISTAPRINT 866-207-4955 MA	\$873.63	_____	
09/18	09/16	8695	OMNI HOTELS 407-3906664 FL	\$353.81	_____	
09/23	09/20	8006	SPRINGHILL SUITES PORT PORTLAND OR	\$922.25	_____	
			<b>Total for Account</b>	<b>9476</b>	<b>\$2,582.25</b>	

Transactions		BILLING ACCOUNT ACTIVITY			Amount	Notation
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation	
<b>Payments and Other Credits</b>						
09/18	09/17	0026	PAYMENT THANK YOU	\$3,286.52	CR _____	
09/18	09/17	0026	PAYMENT THANK YOU	\$199.00	CR _____	
09/18	09/17	0026	PAYMENT THANK YOU	\$626.17	CR _____	
			<b>Total for Account</b>	<b>7790</b>	<b>\$4,111.69CR</b>	




2024 Totals Year-to-Date	
Total Fees Charged in 2024	\$0.00
Total Interest Charged in 2024	\$5.47CR

**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	16.99%	
**PURCHASES	\$4,367.81	\$0.00	YES	\$0.00	16.99%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	28.74%	

**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](http://myaccountaccess.com)

FRED MEYER CARD CHARGES - 08/13-09/12/2024

Date	Description of Transaction	Amount
	<b>CARD #3 - KERI BROWN, ADMIN ASSISTANT</b>	
08/22/24	Board Expense - Pop	\$ 30.95
	01-001-5175-999.00	<b>\$ 30.95</b>
08/22/24	Opertation Expense - Bus Cleaning Supplies	\$ 16.45
08/22/24	Office Expense - Kitchen Supplies	\$ 30.96
	01-003-5180-154-00	<b>\$ 47.41</b>
09/12/24	NWOTA Meal	\$ 147.00
	08-000-5220-703-00	<b>\$ 147.00</b>
	<b>Total</b>	<b>\$ 225.36</b>
	<b>CARD #6 STEVEN FERRERA, MECHANIC</b>	
08/21/24	Operation Expense -Bus Cleaning Supplies	\$ 231.99
	01-003-5180-154-00	<b>\$ 231.99</b>
		<b>\$ 231.99</b>
	<b>Grand Total</b>	<b>\$ 457.35</b>
<b>DATE</b>	<b>APPROVAL</b>	

ENTERED <sup>SL</sup>

*R. A. [Signature]*  
9/27/2024

**Tillamook County Transportation District**

Normal Trial Balance

From 10/1/2024 Through 10/31/2024

<u>Account Code</u>	<u>Account Title</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
1001	General Checking Account #4558	310,536.26	
1006	Payroll Checking #5614	112,061.31	
1009	NW RIDES ACCOUNT #8510	1,993,790.04	
1011	Prop. Mgmt. Checking #7071	4,062.75	
1012	NWOTA #4564	44,580.86	
1020	LGIP1020 #5879	667,115.53	
1030	LGIP1030 #5931	1,197,790.05	
1035	LGIP1035 #6518	97,965.77	
1040	Petty Cash	200.00	
		<hr/>	<hr/>
Report Total		4,428,102.57	0.00
		<hr/> <hr/>	<hr/> <hr/>
Report Difference		4,428,102.57	
		<hr/> <hr/>	

*B. G. [Signature]*  
12/12/2024



# Tillamook County Transportation District

## Financial Statement

### 01 - General Fund

From 10/1/2024 Through 10/31/2024

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%
<b>Resources</b>							
	3500	0.00	96,690.83	0.00	1,160,290.00	(1,160,290.00)	0.00%
Working Capital							
Fares	4000	11,855.84	20,562.50	54,900.04	246,750.00	(191,849.96)	22.24%
Contract Revenue	4020	2,669.11	28,260.25	80,549.12	339,123.00	(258,573.88)	23.75%
Property Tax	4100	1,322.95	101,302.08	10,225.11	1,215,625.00	(1,205,399.89)	0.84%
Past Years Property Tax	4110	693.34	1,013.00	5,107.22	12,156.00	(7,048.78)	42.01%
State Timber Revenue	4120	0.00	17,805.17	46,254.14	213,662.00	(167,407.86)	21.64%
Mass Transit State Payroll Tax	4130	44,227.42	9,983.33	72,710.53	119,800.00	(47,089.47)	60.69%
Capital Grants	4210	0.00	149,833.33	0.00	1,798,000.00	(1,798,000.00)	0.00%
Grants - FTA 5311	4220	0.00	150,086.25	0.00	1,801,035.00	(1,801,035.00)	0.00%
Grants - COVID	4221	0.00	18,910.42	0.00	226,925.00	(226,925.00)	0.00%
Grants - 5311 (f)	4240	0.00	30,000.00	0.00	360,000.00	(360,000.00)	0.00%
Grants - 5310	4245	0.00	8,688.50	0.00	104,262.00	(104,262.00)	0.00%
Grants - 5305	4246	0.00	7,032.92	0.00	84,395.00	(84,395.00)	0.00%
Special Bus Operations	4300	0.00	41.67	0.00	500.00	(500.00)	0.00%
Miscellaneous Income	4400	215.96	1,116.75	300.47	13,401.00	(13,100.53)	2.24%
Sale of Assets - Income	4410	0.00	250.00	0.00	3,000.00	(3,000.00)	0.00%
Interest Income	4510	2,835.46	3,500.00	15,593.75	42,000.00	(26,406.25)	37.12%
Transfer From General Fund	4911	17,660.00	0.00	17,660.00	0.00	17,660.00	0.00%
Transfer from NWOTA	4917	0.00	(250.00)	0.00	(3,000.00)	3,000.00	0.00%
Transfer from STIF Fund	4918	0.00	(37,753.67)	0.00	(453,044.00)	453,044.00	0.00%
<b>Total Resources</b>		<u>81,480.08</u>	<u>607,073.33</u>	<u>303,300.38</u>	<u>7,284,880.00</u>	<u>(6,981,579.62)</u>	<u>4.16%</u>
<b>Expenses</b>							
<b>Personnel Services</b>							
Payroll: Administration	5010	37,653.64	45,143.66	139,685.62	541,724.00	402,038.38	25.78%

**Tillamook County Transportation District**

Financial Statement

01 - General Fund

From 10/1/2024 Through 10/31/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%
5020 Payroll: Dispatch	7,467.81	15,202.42	21,242.27	182,429.00	161,186.73	11.64%
5030 Payroll: Drivers	63,179.68	120,808.67	268,523.53	1,449,704.00	1,181,180.47	18.52%
5040 Payroll: Maintenance	12,870.99	15,158.42	51,716.02	181,901.00	130,184.98	28.43%
5050 Payroll Expense	(2,308.61)	15,094.33	35,836.90	181,132.00	145,295.10	19.78%
5051 Payroll Healthcare	32,894.42	49,015.83	124,358.82	588,190.00	463,831.18	21.14%
5052 Payroll Retirement	3,743.73	7,834.17	21,841.20	94,010.00	72,168.80	23.23%
5053 Payroll Veoba	3,190.04	3,701.25	12,449.89	44,415.00	31,965.11	28.03%
Workers Compensation Ins.	0.00	2,800.00	39,677.43	33,600.00	(6,077.43)	118.08%
Total Personnel Services	158,691.70	274,758.75	715,331.68	3,297,105.00	2,581,773.32	21.70%
Materials and Services						
5100 Professional Services	16,157.54	10,893.75	49,046.51	130,725.00	81,678.49	37.51%
5103 Planning	0.00	4,166.67	0.00	50,000.00	50,000.00	0.00%
5120 Dues & Subscriptions	6,069.98	1,542.92	11,219.54	18,515.00	7,295.46	60.59%
5140 Office Equipment R&R	254.45	323.75	1,017.80	3,885.00	2,867.20	26.19%
5145 Computer R&M	1,654.58	2,146.08	6,618.32	25,753.00	19,134.68	25.69%
5150 Fees & Licenses	1,583.99	1,966.42	7,342.89	23,597.00	16,254.11	31.11%
5160 Insurance	(3,732.63)	14,494.16	(3,732.63)	173,930.00	177,662.63	(2.14)%
5170 Office Expense	643.59	896.92	2,297.69	10,763.00	8,465.31	21.34%
5175 Board Expense	1,531.15	1,561.42	5,652.45	18,737.00	13,084.55	30.16%
5180 Operational Expense	2,869.21	5,085.83	11,699.47	61,030.00	49,330.53	19.17%
5185 Drug & Alcohol Administration	40.00	131.25	340.00	1,575.00	1,235.00	21.58%
5190 Marketing	1,177.73	7,322.42	4,892.41	87,869.00	82,976.59	5.56%
5210 Telephone Expense	1,068.64	2,864.33	5,481.95	34,372.00	28,890.05	15.94%
5220 Travel & Training	3,379.72	1,925.00	13,549.53	23,100.00	9,550.47	58.65%
5240 Vehicle Expense	16,343.22	18,750.00	45,864.99	225,000.00	179,135.01	20.38%
5245 Diesel & Gasoline Fuel	16,616.37	32,917.50	66,186.18	395,010.00	328,823.82	16.75%

**Tillamook County Transportation District**

Financial Statement

01 - General Fund

From 10/1/2024 Through 10/31/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%
5247 Propane Fuel	0.00	5,000.00	1,361.40	60,000.00	58,638.60	2.26%
5260 Postage	87.94	110.92	367.74	1,331.00	963.26	27.62%
5266 Member Mileage Reimbursement	10,000.00	2,866.25	10,000.00	34,395.00	24,395.00	29.07%
5270 Mgmt/Labor Recreation Fund	0.00	343.25	0.00	4,119.00	4,119.00	0.00%
5285 Transit Center Maint	4,763.81	1,780.42	8,213.62	21,365.00	13,151.38	38.44%
5346 Operations Facility Maint.	181.70	367.50	1,515.89	4,410.00	2,894.11	34.37%
<b>Total Materials and Services</b>	<b>80,690.99</b>	<b>117,456.76</b>	<b>248,935.75</b>	<b>1,409,481.00</b>	<b>1,160,545.25</b>	<b>17.66%</b>
<b>Transfers</b>						
9150 Transfer to Vehicle Reserve	0.00	250.00	0.00	3,000.00	3,000.00	0.00%
9160 Transfer to NWOTA Fund	0.00	93,169.58	0.00	1,118,035.00	1,118,035.00	0.00%
9180 Unappropriated Ending Fund Bal	0.00	18,945.50	0.00	227,346.00	227,346.00	0.00%
<b>Total Transfers</b>	<b>0.00</b>	<b>112,365.08</b>	<b>0.00</b>	<b>1,348,381.00</b>	<b>1,348,381.00</b>	<b>0.00%</b>
<b>Capital Outlay</b>						
<b>Capital Purchases</b>						
6000 Bus Replacement/Addition	0.00	140,833.33	0.00	1,690,000.00	1,690,000.00	0.00%
6010 Van Replacement/Addition	0.00	24,333.33	0.00	292,000.00	292,000.00	0.00%
6050 Other Capital Projects	0.00	13,333.33	600.00	160,000.00	159,400.00	0.37%
<b>Total Capital Purchases</b>	<b>0.00</b>	<b>178,499.99</b>	<b>600.00</b>	<b>2,142,000.00</b>	<b>2,141,400.00</b>	<b>0.03%</b>
<b>Total Capital Outlay</b>	<b>0.00</b>	<b>178,499.99</b>	<b>600.00</b>	<b>2,142,000.00</b>	<b>2,141,400.00</b>	<b>0.03%</b>
<b>Total Expenses</b>	<b>239,382.69</b>	<b>683,080.58</b>	<b>964,867.43</b>	<b>8,196,967.00</b>	<b>7,232,099.57</b>	<b>11.77%</b>

**Tillamook County Transportation District**  
Financial Statement

**02 - Property Management Fund**  
From 10/1/2024 Through 10/31/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%
<b>Resources</b>						
Working Capital	3500	0.00	3,750.00	45,000.00	(45,000.00)	0.00%
Lease Income	4900	1,700.00	6,800.00	36,000.00	(29,200.00)	18.88%
Lease Operational Exp Income	4910	0.00	108.33	1,300.00	(1,300.00)	0.00%
Transfer From General Fund	4911	0.00	(1,020.92)	(12,251.00)	12,251.00	0.00%
<b>Total Resources</b>	<u>1,700.00</u>	<u>5,837.41</u>	<u>6,800.00</u>	<u>70,049.00</u>	<u>(63,249.00)</u>	<u>9.71%</u>
<b>Expenses</b>						
<b>Materials and Services</b>						
Professional Services	5100	0.00	166.67	2,000.00	2,000.00	0.00%
Property Operating Expense	5300	1,788.26	2,502.50	30,030.00	23,902.37	20.40%
Property Maint. & Repair	5340	3,566.62	3,079.33	36,952.00	23,474.57	36.47%
<b>Total Materials and Services</b>	<u>5,354.88</u>	<u>5,748.50</u>	<u>19,605.06</u>	<u>68,982.00</u>	<u>49,376.94</u>	<u>28.42%</u>
<b>Capital Outlay</b>						
<b>Debt Service</b>						
OTIB TVC Loan 0071	5337	5,479.32	913.25	10,959.00	5,479.68	49.99%
OTIB Loan 0061	5338	13,155.22	2,192.50	26,310.00	13,154.78	50.00%
<b>Total Debt Service</b>	<u>18,634.54</u>	<u>3,105.75</u>	<u>18,634.54</u>	<u>37,269.00</u>	<u>18,634.46</u>	<u>50.00%</u>
<b>Capital Purchases</b>						
Building Repair & Renovation	5350	1,407.00	0.00	0.00	(3,525.34)	0.00%
<b>Total Capital Purchases</b>	<u>1,407.00</u>	<u>0.00</u>	<u>3,525.34</u>	<u>0.00</u>	<u>(3,525.34)</u>	<u>0.00%</u>
<b>Total Capital Outlay</b>	<u>20,041.54</u>	<u>3,105.75</u>	<u>22,159.88</u>	<u>37,269.00</u>	<u>15,109.12</u>	<u>59.46%</u>
<b>Total Expenses</b>	<u>25,396.42</u>	<u>8,854.25</u>	<u>41,764.94</u>	<u>106,251.00</u>	<u>64,486.06</u>	<u>39.31%</u>

**Tillamook County Transportation District**

Financial Statement

04 - Capital Reserve Fund

From 10/1/2024 Through 10/31/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%
<b>Resources</b>						
Working Capital	3500	107,136.42	0.00	1,285,637.00	(1,285,637.00)	0.00%
Interest Income	4510	2,083.33	20,884.60	25,000.00	(4,115.40)	83.53%
Total Resources		109,219.75	20,884.60	1,310,637.00	(1,289,752.40)	1.59%
<b>Expenses</b>						
Transfers						
Transfer to GF Grant Match	9165	21,246.83	0.00	254,962.00	254,962.00	0.00%
Reserve for Future Expenditure	9175	87,972.92	0.00	1,055,675.00	1,055,675.00	0.00%
Total Transfers		109,219.75	0.00	1,310,637.00	1,310,637.00	0.00%
Total Expenses		109,219.75	0.00	1,310,637.00	1,310,637.00	0.00%

**Tillamook County Transportation District**

Financial Statement

05 - Vehicle Purchase Reserve Fund  
From 10/1/2024 Through 10/31/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%
<b>Resources</b>						
Working Capital	0.00	3,102.08	0.00	37,225.00	(37,225.00)	0.00%
Transfer From General Fund	0.00	(250.00)	0.00	(3,000.00)	3,000.00	0.00%
<b>Total Resources</b>	<u>0.00</u>	<u>2,852.08</u>	<u>0.00</u>	<u>34,225.00</u>	<u>(34,225.00)</u>	<u>0.00%</u>
<b>Expenses</b>						
Transfers						
Reserve for Future Expenditure	0.00	3,352.08	0.00	40,225.00	40,225.00	0.00%
<b>Total Transfers</b>	<u>0.00</u>	<u>3,352.08</u>	<u>0.00</u>	<u>40,225.00</u>	<u>40,225.00</u>	<u>0.00%</u>
<b>Total Expenses</b>	<u>0.00</u>	<u>3,352.08</u>	<u>0.00</u>	<u>40,225.00</u>	<u>40,225.00</u>	<u>0.00%</u>

**Tillamook County Transportation District**

Financial Statement

06 - Bus Wash Maintenance Reserve  
From 10/1/2024 Through 10/31/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%
<b>Resources</b>						
Working Capital	0.00	1,928.33	0.00	23,140.00	(23,140.00)	0.00%
Total Resources	<u>0.00</u>	<u>1,928.33</u>	<u>0.00</u>	<u>23,140.00</u>	<u>(23,140.00)</u>	<u>0.00%</u>
<b>Expenses</b>						
Transfers						
Reserve for Future Expenditure	0.00	1,928.33	0.00	23,140.00	23,140.00	0.00%
Total Transfers	<u>0.00</u>	<u>1,928.33</u>	<u>0.00</u>	<u>23,140.00</u>	<u>23,140.00</u>	<u>0.00%</u>
Total Expenses	<u>0.00</u>	<u>1,928.33</u>	<u>0.00</u>	<u>23,140.00</u>	<u>23,140.00</u>	<u>0.00%</u>

**Tillamook County Transportation District**

Financial Statement

08 - Northwest Oregon Transit Allia  
From 10/1/2024 Through 10/31/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%
<b>Resources</b>						
Working Capital						
3500	0.00	6,666.67	0.00	80,000.00	(80,000.00)	0.00%
4225	0.00	29,542.50	12,000.00	354,510.00	(342,510.00)	3.38%
Transfer From General Fund						
4911	0.00	(79,836.25)	0.00	(958,035.00)	958,035.00	0.00%
4918	0.00	(13,333.33)	0.00	(160,000.00)	160,000.00	0.00%
Total Resources	0.00	(56,960.41)	12,000.00	(683,525.00)	695,525.00	(1.76)%
<b>Expenses</b>						
Materials and Services						
5100	0.00	416.67	0.00	5,000.00	5,000.00	0.00%
5101	127.65	2,083.33	176.93	25,000.00	24,823.07	0.70%
5102	3,300.00	3,333.33	13,200.00	40,000.00	26,800.00	33.00%
5190	0.00	416.67	0.00	5,000.00	5,000.00	0.00%
5220	119.14	0.00	611.07	0.00	(611.07)	0.00%
Total Materials and Services	3,546.79	6,250.00	13,988.00	75,000.00	61,012.00	18.65%
Transfers						
9130	0.00	250.00	0.00	3,000.00	3,000.00	0.00%
9180	0.00	29,709.17	0.00	356,510.00	356,510.00	0.00%
Total Transfers	0.00	29,959.17	0.00	359,510.00	359,510.00	0.00%
Capital Outlay						
Capital Purchases						
6040	0.00	79,836.25	0.00	958,035.00	958,035.00	0.00%
6050	0.00	13,333.33	0.00	160,000.00	160,000.00	0.00%
Total Capital Purchases	0.00	93,169.58	0.00	1,118,035.00	1,118,035.00	0.00%
Total Capital Outlay	0.00	93,169.58	0.00	1,118,035.00	1,118,035.00	0.00%
Total Expenses	3,546.79	129,378.75	13,988.00	1,552,545.00	1,538,557.00	0.90%



## Tillamook County Transportation District

### Financial Statement

#### 09 - NW RIDES ACCOUNT

From 10/1/2024 Through 10/31/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%
<b>Resources</b>						
Working Capital	3500	83,333.33	0.00	1,000,000.00	(1,000,000.00)	0.00%
NWR Revenue	4026	437,389.58	1,856,211.84	5,248,675.00	(3,392,463.16)	35.36%
NWR Reserve	4027	35,333.33	0.00	424,000.00	(424,000.00)	0.00%
Interest Income	4510	1,186.67	0.00	14,240.00	(14,240.00)	0.00%
<b>Total Resources</b>		<u>557,242.91</u>	<u>1,856,211.84</u>	<u>6,686,915.00</u>	<u>(4,830,703.16)</u>	<u>27.76%</u>
<b>Expenses</b>						
<b>Personnel Services</b>						
Payroll: Administration	5010	29,640.29	117,245.46	432,059.00	314,813.54	27.13%
Payroll: Indirect	5041	1,039.80	1,948.42	23,381.00	19,221.80	17.78%
Payroll Expense	5050	2,588.73	3,294.08	39,529.00	27,633.37	30.09%
Payroll Healthcare	5051	6,374.86	9,378.17	112,538.00	84,525.63	24.89%
Payroll Retirement	5052	2,882.52	2,893.17	34,718.00	23,314.15	32.84%
Payroll Veba	5053	3,104.64	1,357.17	16,286.00	10,017.44	38.49%
Workers Compensation Ins.	5055	0.00	43.75	525.00	525.00	0.00%
<b>Total Personnel Services</b>		<u>45,630.84</u>	<u>178,985.07</u>	<u>659,036.00</u>	<u>480,050.93</u>	<u>27.16%</u>
<b>Materials and Services</b>						
Professional Services	5100	0.00	437.50	5,250.00	4,435.12	15.52%
Office Equipment R&R	5140	254.45	2,500.00	30,000.00	28,982.20	3.39%
Computer R&M	5145	2,243.73	1,856.50	22,278.00	11,694.33	47.50%
Fees & Licenses	5150	0.00	5,416.67	65,000.00	65,000.00	0.00%
Insurance	5160	0.00	545.58	6,547.00	6,547.00	0.00%
Office Expense	5170	120.32	583.33	7,000.00	5,895.07	15.78%
Operational Expense	5180	40.00	625.00	7,500.00	6,717.69	10.43%
Telephone Expense	5210	2,531.84	1,854.17	22,250.00	12,759.70	42.65%

**Tillamook County Transportation District**

Financial Statement

09 - NW RIDES ACCOUNT

From 10/1/2024 Through 10/31/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%
5220 Travel & Training	1,750.31	131.25	2,687.73	1,575.00	(1,112.73)	170.64%
5260 Postage	9.95	43.75	39.80	525.00	485.20	7.58%
5265 Purchased Transportation	328,278.58	333,333.33	1,344,249.10	4,000,000.00	2,655,750.90	33.60%
5266 Member Mileage Reimbursement	60,000.00	35,000.00	150,000.00	420,000.00	270,000.00	35.71%
5267 Volunteer Mileage Reimburse	57,914.68	50,000.00	164,699.75	600,000.00	435,300.25	27.44%
5281 Office Rent	0.00	1,250.00	0.00	15,000.00	15,000.00	0.00%
5300 Property Operating Expense	0.00	262.50	0.00	3,150.00	3,150.00	0.00%
Total Materials and Services	453,143.86	433,839.58	1,685,470.27	5,206,075.00	3,520,604.73	32.38%
Transfers						
9175 Reserve for Future Expenditure	0.00	35,333.33	0.00	424,000.00	424,000.00	0.00%
9180 Unappropriated Ending Fund Bal	0.00	24,817.08	0.00	297,805.00	297,805.00	0.00%
Total Transfers	0.00	60,150.41	0.00	721,805.00	721,805.00	0.00%
Capital Outlay						
Capital Purchases						
6022 Ecolane Investment	0.00	8,333.33	0.00	100,000.00	100,000.00	0.00%
Total Capital Purchases	0.00	8,333.33	0.00	100,000.00	100,000.00	0.00%
Total Capital Outlay	0.00	8,333.33	0.00	100,000.00	100,000.00	0.00%
Total Expenses	498,774.70	557,243.00	1,864,455.34	6,686,916.00	4,822,460.66	27.88%

## Tillamook County Transportation District

### Financial Statement

#### 10 - STIF

From 10/1/2024 Through 10/31/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	33%
<b>Resources</b>						
Working Capital	0.00	14,192.50	0.00	170,310.00	(170,310.00)	0.00%
STIF Formula	154,615.00	37,753.67	273,052.00	453,044.00	(179,992.00)	60.27%
STIF Intercommunity	0.00	29,866.67	0.00	358,400.00	(358,400.00)	0.00%
Interest Income	346.42	0.00	1,401.25	0.00	1,401.25	0.00%
<b>Total Resources</b>	<u>154,961.42</u>	<u>81,812.84</u>	<u>274,453.25</u>	<u>981,754.00</u>	<u>(707,300.75)</u>	<u>27.96%</u>
<b>Expenses</b>						
<b>Special Payments</b>						
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	2,071.75	0.00	24,861.00	24,861.00	0.00%
<b>Total Special Payments</b>	<u>0.00</u>	<u>3,837.75</u>	<u>0.00</u>	<u>46,053.00</u>	<u>46,053.00</u>	<u>0.00%</u>
<b>Transfers</b>						
Transfer to General Fund	0.00	50,773.67	0.00	609,284.00	609,284.00	0.00%
Transfer to NWOTA Fund	0.00	13,333.33	0.00	160,000.00	160,000.00	0.00%
Transfer to STIF	17,660.00	0.00	17,660.00	0.00	(17,660.00)	0.00%
Reserve for Future Expenditure	0.00	7,372.08	0.00	88,465.00	88,465.00	0.00%
Unappropriated Ending Fund Bal	0.00	6,496.00	0.00	77,952.00	77,952.00	0.00%
<b>Total Transfers</b>	<u>17,660.00</u>	<u>77,975.08</u>	<u>17,660.00</u>	<u>935,701.00</u>	<u>918,041.00</u>	<u>1.89%</u>
<b>Total Expenses</b>	<u>17,660.00</u>	<u>81,812.83</u>	<u>17,660.00</u>	<u>981,754.00</u>	<u>964,094.00</u>	<u>1.80%</u>

**Tillamook County Transportation District**

Check/Voucher Register

1001 - General Checking Account #4558

From 10/1/2024 Through 10/31/2024

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
18818	10/1/2024	90.00	COUNTRY MEDIA	Headlight Herald Subscription
18819	10/1/2024	310.35	Fred Meyer Customer Charges	9.18.2024 Statement
18819	10/1/2024	147.00	Fred Meyer Customer Charges	9.18.2024 Statement
18820	10/1/2024	50.00	Gary A. Hanenkrat	Board Meeting 9/18/2024
18821	10/1/2024	50.00	Jonathan Bean	Board Meeting 9/18/2024
18822	10/1/2024	50.00	Linda Adler	Board Meeting 9/18/2024
18823	10/1/2024	50.00	Marni Johnston	Board Meeting 9/18/2024
18824	10/1/2024	50.00	Thomas Fiorelli	Board Meeting 9/18/2024
18825	10/1/2024	60.00	BIO-MED TESTING SERVICE, INC.	Pre Employment Testing
18826	10/1/2024	1,361.40	BLUE STAR GAS	Propane
18827	10/1/2024	8,758.50	CARSON OIL CO INC	Fuel 8/16-8/31/2024
18828	10/1/2024	462.60	CINTAS	Inv 4201169226/1809883/2586454/3344...
18829	10/1/2024	69.99	O'REILLY AUTOMOTIVE STORES	Fire Extinguisher Mount
18830	10/1/2024	733.07	FleetPride, Inc.	Inv 118184004/270050/119142954
18831	10/1/2024	905.80	OR DEPARTMENT OF FORESTRY	Utilities S Saddle Repeater
18832	10/1/2024	153.10	Pacific Office Automation	NWR/TCTD Copier Usage
18833	10/1/2024	109.39	Schetky Northwest Sales, Inc.	Inv 137856/137984
18834	10/3/2024	300.00	PLANNING SOLUTIONS	211687 TCTD Kitchen, Dispatch, Transit Rennovations
18835	10/3/2024	95.00	Cristel Scott	DOT Medical Card
18837	10/6/2024	33,136.08	SPECIAL DISTRICTS INS. SERVICE	AP BENEFITS 9.2024
18838	10/18/2024	889.68	ATU LOCAL #757	DUES 10.2024
18839	10/15/2024	0.00		
18840	10/15/2024	0.00		
18841	10/18/2024	6,294.68	HRA VEBA TRUST	HRA VEBA 10.2024
18845	10/1/2024	366.50	PACIFIC SOURCE	FSA OCT 2024
18847	10/16/2024	1,017.82	CATHY BOND	Abila Training Expense Report
18848	10/16/2024	775.00	Community Transportation Assoc	2011 ANUAL MEMBERSHIP
18849	10/16/2024	1,134.82	GOVERNMENT ETHICS COMM UNIT 24	Ethics Commission 7/1/24-6/30/25
18850	10/16/2024	803.82	ABILA	Abila Managed Plan 10/15-11/14/2024
18851	10/16/2024	784.90	APW DISTRIBUTING	Shop Heater Repair
18852	10/16/2024	627.53	ASTOUND	Phone Service 8/27-9/26/2024
18853	10/16/2024	265.00	Burden's Muffler & Towing	#203 Bus Tow
18853	10/16/2024	225.00	Burden's Muffler & Towing	#203 Bus Tow
18853	10/16/2024	265.00	Burden's Muffler & Towing	Bus Tow from Hwy 101 & Brooten Rd
18854	10/16/2024	7,603.14	CARSON OIL CO INC	Fuel 9/1-9/15/2024
18855	10/16/2024	40.00	CENTURYLINK	Fax Service 8/20-9/19/2024
18856	10/16/2024	2,679.69	CINTAS	POA 9/30/2024
18857	10/16/2024	72.25	City Of Tillamook	TVC Water 9/1-9/30/2024
18858	10/16/2024	99.42	CRYSTAL AND SIERRA SPRINGS	Water Service 9/4-9/19/2024
18859	10/16/2024	511.63	GenXsys Solutions, LLC	Oct 2024 Server Storage Virus Plan
18859	10/16/2024	2,142.90	GenXsys Solutions, LLC	Oct. 2024 Managed Service Fund
18860	10/16/2024	13,749.31	INNOVA LEGAL ADVISORS	Aug/Sept 2024 Legal Fees
18861	10/16/2024	2,890.00	JORDAN RAMIS, PC	Grant 35084 Planning
18862	10/16/2024	675.12	KNOWLEDGE IN MOBILITY	Inspection Grant #35325
18863	10/16/2024	3,300.00	Madison Ave Collective	Oct. 2024 NW Connector Website
18864	10/16/2024	1,407.10	Marie Mills Center, Inc	TVC Janitorial Service Sept 2024
18865	10/16/2024	4,799.61	DAVISON AUTO PARTS, INC.	Payment on account 9/25/24 Statement
18866	10/16/2024	86.69	Office Depot Credit Plan	Office Supplies
18867	10/16/2024	46.25	Oregon State Police	NWR/TCTD Background Checks
18868	10/16/2024	845.50	PREMIER TRUCK GROUP	POA 9/30/2024
18869	10/16/2024	125.00	Prevailing Communications	Radio Repair #304
18870	10/16/2024	184.94	Rosenberg Builders Supply	POA 9/25/2024
18871	10/16/2024	60.00	SUNFLOWER FLATS	Employee Condolence Flowers
18872	10/16/2024	810.00	Tillamook Chamber of Commerce	Venture Coastward Guide 1/2 Page Ad

**Tillamook County Transportation District**

Check/Voucher Register

1001 - General Checking Account #4558

From 10/1/2024 Through 10/31/2024

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
18873	10/16/2024	1,448.45	Tillamook Motor Co.	POA 9/25/2024
18874	10/16/2024	104.26	Tillamook PUD	Transit Electric 8/12-9/12/2024
18874	10/16/2024	47.71	Tillamook PUD	LB Electric 8/12-9/12/2024
18874	10/16/2024	36.45	Tillamook PUD	SB Electric 8/12-9/12/2024
18875	10/16/2024	3,103.59	Elan Financial Services	September 2024 Statement
18875	10/16/2024	49.28	Elan Financial Services	September 2024 Statement
18876	10/16/2024	400.80	VERIZON	Tablet Service 8/27-9/26/2024
18877	10/24/2024	80.10	ALSCO - Portland Linen	Mat Service
18877	10/24/2024	80.10	ALSCO - Portland Linen	Mat Service
18878	10/24/2024	7,506.45	CARSON OIL CO INC	Fuel 9/16-9/30/2024
18879	10/24/2024	191.91	O'REILLY AUTOMOTIVE STORES	Inv # 3805100203/104630/105966/106125
18880	10/24/2024	232.25	Pacific Office Automation	NWR/TCTD Copier Usage 9/9-10/9/2024
18881	10/24/2024	175.04	Schetky Northwest Sales, Inc.	Inv #137856, 137984, 137983
18882	10/24/2024	3,960.00	SINGERLEWAK LLP	Progress Audit Billing
18883	10/25/2024	803.82	ABILA	Abila Managed Plan 11/15-12/14/2024
18884	10/25/2024	241.35	ECOLUBE RECOVERY LLC	Antifreeze/Oil Filter Recycle
18885	10/25/2024	50.00	Gary A. Hanenkrat	10/16/24 Board Meeting
18886	10/25/2024	511.63	GenXsys Solutions, LLC	11/2024 Server Storage Virus Plan
18886	10/25/2024	2,142.90	GenXsys Solutions, LLC	11/2024 Managed Service Fund
18887	10/25/2024	125.97	IconiPro Security & Alarms	TVC Security Services 11/1/24-1/31/2025
18888	10/25/2024	50.00	Jonathan Bean	10/16/2024 Board Meeting
18889	10/25/2024	491.50	JORDAN RAMIS, PC	Grant 35084 Planning
18890	10/25/2024	50.00	Linda Adler	10/16/2024 Board Meeting
18891	10/25/2024	50.00	Marni Johnston	10/16/2024 Board Meeting
18892	10/25/2024	3,117.00	METRO OVERHEAD DOOR, INC.	TVC Door Repair
18893	10/25/2024	975.00	Miller Nash LLP	Legal Services/ATU
18894	10/25/2024	108.68	Office Depot Credit Plan	TCTD Office Supplies
18894	10/25/2024	44.73	Office Depot Credit Plan	TCTD Office Supplies
18895	10/25/2024	50.00	Thomas Fiorelli	10/16/2024 Board Meeting
18896	10/25/2024	780.00	TILLAMOOK PIONEER	Sidebar Ad
18897	10/25/2024	45.54	Fred Meyer Customer Charges	NWOTA Meal/Office Snack-Flowers
18897	10/25/2024	127.65	Fred Meyer Customer Charges	NWOTA Meal/Office Snack-Flowers
18898	10/25/2024	95.00	James LeNormand	DOT Med Card
18899	10/25/2024	7,000.00	FleetPride, Inc.	Inv # 120210709, 120210972, 120211104
18942	10/31/2024	1,225.73	MUTUAL OF OMAHA	BENEFTIS 10.2024
18943	10/31/2024	39,984.00	SPECIAL DISTRICTS INS. SERVICE	BENEFTIS 10.2024
ACH 10.2024	10/23/2024	3,700.94	Elan Financial Services	AP UMPQUA 10.2024
ACH 10.25	10/25/2024	22.17	GoDaddy	BANK REC GF ACH 10.2024
ACH POA 10.24	10/15/2024	254.45	Pacific Office Automation	OFFICE COPIER LEASE
ACH ZOOM 10.1	10/1/2024	200.00	ZOOM VIDEO COMMUNICATIONS INC	ANNUAL FEES
ACH ZOOM 10.29	10/29/2024	40.00	ZOOM VIDEO COMMUNICATIONS INC	MONTHLY FEE
Report Total		182,225.03		

**Tillamook County Transportation District**

Check/Voucher Register

1006 - Payroll Checking #5614

From 10/1/2024 Through 10/31/2024

<u>Document Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
5812	10/6/2024	1,802.13	ANDRES GARCIA	AP FINAL CHECK GARCIA
ACH 10.18	10/18/2024	1,001.95	ADP, LLC	ACH ADP PAYROLL FEES 10.2024
ACH 10.2024	10/16/2024	<u>600.36</u>	AFLAC	PAYROLL ACH AFLAC 10.2024
Report Total		<u>3,404.44</u>		

**Tillamook County Transportation District**

Check/Voucher Register

1009 - NW RIDES ACCOUNT #8510

From 10/1/2024 Through 10/31/2024

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
4356	10/1/2024	49.19	Julienne J. Hooter	NWR Meals
4357	10/1/2024	34.92	Pacific Office Automation	NWR/TCTD Copier Usage
4358	10/3/2024	3,157.82	JANNA SMITH	Vol MR 9/2-9/30/2024
4359	10/3/2024	364.20	JOY WINKELHAKE	Vol MR 9/2-9/30/2024
4360	10/3/2024	3,769.16	KANDIS LIDAY	Vol MR 9/2-9/30/2024
4361	10/3/2024	4,529.50	SEAN REKART	Vol MR 9/2-9/30/2024
4362	10/3/2024	2,582.38	WILLIAM NERENBERG	Vol MR 9/2-9/30/2024
4363	10/4/2024	9,553.25	COLUMBIA MEDICAL	9/1-9/7/2024
4363	10/4/2024	12,523.25	COLUMBIA MEDICAL	9/15-9/21/2024
4363	10/4/2024	12,671.25	COLUMBIA MEDICAL	9/8-9/14/2024
4364	10/4/2024	4,058.75	DIRECT MEDICAL TRANSPORTATION	8/26-8/31/2024
4364	10/4/2024	4,673.50	DIRECT MEDICAL TRANSPORTATION	9/8-9/14/2024
4365	10/4/2024	1,203.00	K & M MEDIVAN	8/1-8/4/2024
4365	10/4/2024	3,950.00	K & M MEDIVAN	8/12-8/18/2024
4365	10/4/2024	3,645.00	K & M MEDIVAN	8/19-8/25/2024
4365	10/4/2024	4,415.00	K & M MEDIVAN	8/26-8/31/2024
4365	10/4/2024	6,213.00	K & M MEDIVAN	8/5-8/11/2024
4366	10/4/2024	9,552.19	METRO WEST	JULY 2024
4367	10/4/2024	12,816.95	Ride Connection Bridge	9/1-9/13/2024
4367	10/4/2024	7,311.43	Ride Connection Bridge	9/14-9/20/2024
4367	10/4/2024	3,778.80	Ride Connection Bridge	9/21-9/30/2024
4368	10/16/2024	1,599.87	ASTOUND	Phone Service 8/27-9/26/2024
4369	10/16/2024	58.03	CENTURYLINK	Fax Service 8/20-9/19/2024
4370	10/16/2024	99.41	CRYSTAL AND SIERRA SPRINGS	Water Service 9/4-9/19/2024
4371	10/16/2024	511.63	GenXsys Solutions, LLC	Oct 2024 Server Storage Virus Plan
4371	10/16/2024	857.10	GenXsys Solutions, LLC	Oct. 2024 Managed Service Fund
4371	10/16/2024	875.00	GenXsys Solutions, LLC	NWR Computer Support Services
4371	10/16/2024	1,608.75	GenXsys Solutions, LLC	Setting NWR Back Office/Internet and Power Outage
4372	10/16/2024	259.00	MEDIX AMBULANCE	NWR After Hour Service
4373	10/16/2024	39.97	Office Depot Credit Plan	Office Supplies
4374	10/16/2024	33.00	Oregon State Police	NWR/TCTD Background Checks
4375	10/16/2024	1,122.94	Elan Financial Services	September 2024 Statement
4376	10/23/2024	3,175.60	AAA RIDE ASSIST	NWR Provider Billing 7/22-7/28/2024
4376	10/23/2024	2,070.80	AAA RIDE ASSIST	NWR Provider Billing 9/1-9/7/2024
4376	10/23/2024	2,601.90	AAA RIDE ASSIST	NWR Provider Billing 9/22-9/28/2024
4376	10/23/2024	3,488.35	AAA RIDE ASSIST	NWR Provider Billing 9/9-9/21/2024
4377	10/23/2024	14,879.50	COLUMBIA MEDICAL	NWR Provider Billing 9/22-9/30/2024
4378	10/23/2024	6,201.50	COLUMBIA COUNTY RIDER	NWR Provider Billing CCR July 2024
4378	10/23/2024	6,782.75	COLUMBIA COUNTY RIDER	NWR Provider Billing Aug 2024
4379	10/23/2024	3,150.25	DIRECT MEDICAL TRANSPORTATION	7/1-7/7/2024
4379	10/23/2024	3,772.25	DIRECT MEDICAL TRANSPORTATION	7/14-7/21/2024
4379	10/23/2024	2,369.50	DIRECT MEDICAL TRANSPORTATION	7/8-7/14/2024
4380	10/23/2024	4,937.00	K & M MEDIVAN	NWR Provider Billing 7/15-7/21/2024
4381	10/23/2024	15,257.70	METRO WEST	NWR Provider Billing MW Aug 2024
4382	10/23/2024	611.05	WILLAMETTE VALLEY TRANSPORT	NWR Provider Billing Aug. 2024
4382	10/23/2024	759.75	WILLAMETTE VALLEY TRANSPORT	NWR Provider Billing July 2024
4382	10/23/2024	816.15	WILLAMETTE VALLEY TRANSPORT	NWR Provider Billing Sept 2024
4383	10/24/2024	33.00	Oregon State Police	NWR Background Check
4384	10/24/2024	79.28	Pacific Office Automation	NWR/TCTD Copier Usage 9/9-10/9/2024
4385	10/25/2024	511.63	GenXsys Solutions, LLC	11/2024 Server Storage Virus Plan

**Tillamook County Transportation District**

Check/Voucher Register

1009 - NW RIDES ACCOUNT #8510

From 10/1/2024 Through 10/31/2024

<u>Docume... Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
4385	10/25/2024	875.00	GenXsys Solutions, LLC	11/2024 NWR Computer Support Services
4385	10/25/2024	857.10	GenXsys Solutions, LLC	11/2024 Managed Service Fund
4386	10/29/2024	12,694.17	K & M MEDIVAN	KM WC Vehicle 10.2024
ACH 10.2024-9	10/23/2024	988.50	Elan Financial Services	AP UMPQUA 10.2024-9
ACH POA 10.24	10/15/2024	254.45	Pacific Office Automation	NWR COPIER LEASE
Report Total		<u>205,084.42</u>		



**Tillamook County Transportation District**

Check/Voucher Register

1011 - Prop. Mgmt. Checking #7071

From 10/1/2024 Through 10/31/2024

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
4700	10/3/2024	1,575.00	CHRISSY'S CLEANING SERVICE	Admin Janitorial Services 9/4-9/28/2024
4701	10/16/2024	5,479.32	Oregon Department of Transport	OTIB0071 Loan
4702	10/16/2024	257.00	American Backflow & Plumbing	9/10/2024 Backflow Inspection
4703	10/16/2024	202.73	City Of Tillamook	Admin Water/Sewer 9/1-9/30/2024
4704	10/16/2024	190.10	City Sanitary Service	Cardboard Recycling/Container Rental 1.5yd 1xW
4705	10/16/2024	170.00	Marcum Plumbing	Admin. Bldg. Toilet Repair
4706	10/16/2024	626.06	Marie Mills Center, Inc	Admin Janitorial Services Sept. 2024
4706	10/16/2024	238.29	Marie Mills Center, Inc	Admin Janitorial Supplies Sept 2024
4707	10/16/2024	705.64	Tillamook PUD	Admin Electric 8/12-9/12/24
4708	10/16/2024	92.00	Elan Financial Services	September 2024 Statement
4709	10/25/2024	367.00	JNB MECHANICAL, INC.	Power Outage Diagnostic Fee
4709	10/25/2024	840.00	JNB MECHANICAL, INC.	Quarterly Maintenance
ACH 10.2024-2	10/23/2024	92.00	Elan Financial Services	AP UMPQUA 10.2024-2
Report Total		10,835.14		

**Tillamook County Transportation District**

Check/Voucher Register

1012 - NWOTA #4564

From 10/1/2024 Through 10/31/2024

<u>Docume... Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
ACH 10.2024-8	10/23/2024	119.14	Elan Financial Services	AP UMPQUA 10.2024-8
Report Total		119.14		

**UMPQUA BANK: CLOSING DATE 10/24/2024**

<b>Date</b>	<b>Vendor</b>	<b>Description of Transaction</b>	<b>Amount</b>
<b>CATHY BOND</b>			
09/25/24	Acdelco TDS	Maintenance - Service Programming System	\$90.00
09/25/24	Language Line	NWR Phone/Interpreter	\$15.80
09/25/24	Language Line	NWR Phone/Interpreter	\$47.40
09/27/24	Language Line	NWR Phone/Interpreter	\$23.70
09/30/24	Bi Mart	Safety Vest	\$15.97
10/02/24	Language Line	NWR Phone/Interpreter	\$47.40
10/03/24	Language Line	NWR Phone/Interpreter	\$23.70
10/03/24	Language Line	NWR Phone/Interpreter	\$23.70
10/03/24	Endicia	NWR Membership Fee	\$9.95
10/07/24	Endicia	TCTD Postage	\$50.00
10/07/24	Language Line	NWR Phone/Interpreter	\$7.90
10/07/24	Language Line	NWR Phone/Interpreter	\$35.55
10/07/24	Language Line	NWR Phone/Interpreter	\$59.25
10/08/24	Amazon	Board Room - Camera/Internet Cables	\$104.75
10/08/24	Onstar Services	Membership Fee - Shop Truck	\$15.00
10/08/24	Amazon	Camera 3 year Electronics Protection Plan	\$9.95
10/09/24	Whittleseablue	Abilia Conference/Travel	\$31.32
10/09/24	Language Line	NWR Phone/Interpreter	\$19.75
10/09/24	Burgerville	Abilia Conference/Meal	\$25.03
10/09/24	Moneyline Urvenue	Abilia Conference/Meal	\$52.00
10/10/24	Amazon	RETURN-3 year Electronics Protection Plan	<b>\$9.99</b>
10/10/24	Language Line	NWR Phone/Interpreter	\$19.75
10/10/24	Outback	Abilia Conference/Meal	\$100.00
10/11/24	Curb LV Taxi	Abilia Conference/Meal	\$33.71
10/11/24	Language Line	NWR Phone/Interpreter	\$55.30
10/11/24	Whiskey Licker Up	Abilia Conference/Meal	\$55.00
10/15/24	PDX Airport Parking	Abilia Conference/Travel	\$60.00
10/15/24	Village Pub & Grill	Abilia Conference/Meal	\$40.00
10/16/24	Endicia	TCTD Membership Fee	\$29.99
10/16/24	Language Line	NWR Phone/Interpreter	\$59.25
10/16/24	Language Line	NWR Phone/Interpreter	\$7.90
10/16/24	Language Line	NWR Phone/Interpreter	\$55.30
10/16/24	Language Line	NWR Phone/Interpreter	\$35.55
10/16/24	Amazon	Board Room - Camera	\$43.19
10/17/24	Amazon Prime	Membership Fee	\$14.99
10/17/24	Language Line	NWR Phone/Interpreter	\$31.60
10/17/24	Onstar Services	Membership Fee-Shop Truck Wi Fi	\$9.99
10/18/24	Language Line	NWR Phone/Interpreter	\$31.60
10/21/24	Omni Hotels	NWR Ecolane Conference/Lodging	\$319.19
10/22/24	Fieldprint	TCTD Background Check	\$12.50
10/22/24	Iron Mountain	Office Shredder	\$180.65
10/23/24	Adobe Inc	Admin. Software	\$161.96
			<b>\$2,055.55</b>

**BRIAN VITULLI**

09/27/24	Travelocity	APTA TRANSform Conference/Travel	\$6.20
09/30/24	Alaska	APTA TRANSform Conference/Travel	\$363.10
09/30/24	United	APTA TRANSform Conference/Travel	\$342.97
09/30/24	Guava & Java	APTA TRANSform Conference/Meal	\$21.08
09/30/24	SW Latrelles Galley	APTA TRANSform Conference/Meal	\$12.36
10/03/24	Brodard Express	APTA TRANSform Conference/Meal	\$25.33
10/03/24	PDX Airport Parking	APTA TRANSform Conference/Parking	\$60.00
10/03/24	Courtyard by Marriott	APTA TRANSform Conference/Meal	\$23.44
10/03/24	TST*MI Casa Mexicana	APTA TRANSform Conference/Meal	\$11.49
10/04/24	Courtyard by Marriott	APTA TRANSform Conference/Lodging	\$664.69
10/04/24	Courtyard by Marriott	APTA TRANSform Conference/Meal	\$7.00
10/04/24	Courtyard by Marriott	APTA TRANSform Conference/Meal	\$27.18
10/15/24	Werner Beef & Brew	NWOTA Meal	\$119.14
10/16/24	Oregon Transit	ABCs of Transportation Conference/Registration	\$400.00
10/17/24	Delta Air	NWR Ecolane Conference/Travel	\$58.96
			<b>\$2,142.94</b>

10/07/24 USPS  
10/07/24 Fred Meyer  
10/08/24 USPS  
10/09/24 USPS  
10/15/24 Transport Wisdom  
10/16/24 Ecoguard Pest  
10/22/24 4Imprint

**MIKE REED**

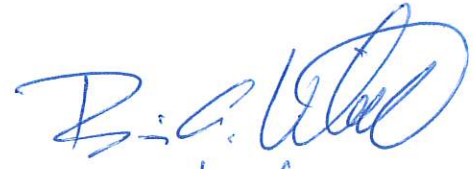
Postage \$2.20  
Employee Welfare-Donuts \$21.91  
Postage \$19.36  
Postage \$8.89  
Driver CDL Tests \$260.00  
Facility Maintenance \$92.00  
Marketing-Tri-Function Blinking Light \$297.73  
**\$702.09**

**Grand Total Due**

**\$4,900.58**

DATE

APPROVAL

  
11/26/2024



October 2024 Statement

Open Date: 09/25/2024 Closing Date: 10/23/2024

Account: 7790



Visa® Company Card with Rewards

Elan Financial Services

1-866-552-8855

BUS 30 ELN

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15

TILLAMOOK CNTY TRANS (CPN 001469460)

<b>New Balance</b>	<b>\$9,401.54</b>
<b>Minimum Payment Due</b>	<b>\$270.00</b>
<b>Payment Due Date</b>	<b>11/22/2024</b>

<b>Reward Points</b>	
Earned This Statement	5,468
Reward Center Balance as of 10/22/2024	172,656
For details, see your rewards summary.	

<b>Activity Summary</b>		
Previous Balance	+	\$4,367.81
Payments		\$0.00
Other Credits	-	\$9.99 <sup>CR</sup>
Purchases	+	\$4,910.61
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$39.00
Interest Charged		\$94.11
<b>New Balance</b>	=	<b>\$9,401.54</b>
<b>Past Due</b>		<b>\$44.00</b>
<b>Minimum Payment Due</b>		<b>\$270.00</b>
Credit Line		\$10,000.00
Available Credit		\$598.46
Days in Billing Period		29

Payment Options:



Mail payment coupon with a check



Pay online at myaccountaccess.com



Pay by phone 1-866-552-8855

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



⑆0009401542

24-Hour Elan Financial Services: 1-866-552-8855

- to pay by phone
- to change your address

000044677 01 SP 000638828296784 P Y

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



Account Number	7790
Payment Due Date	11/22/2024
New Balance	\$9,401.54
Minimum Payment Due	\$270.00

Amount Enclosed \$ 4,900.58

Elan Financial Services

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





October 2024 Statement 09/25/2024 - 10/23/2024

Page 2 of 5

TILLAMOOK CNTY TRANS (CPN 001469460)

Elan Financial Services 1-866-552-8855



Visa Business Rewards Company Card

Rewards Center Activity as of 10/22/2024

Rewards Center Activity*	-16,452
Rewards Center Balance	172,656

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

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	4,335	39,406
Gas, Restaurants & Telecom Double Points	1,133	5,222
<b>Total Earned</b>	<b>5,468</b>	<b>44,628</b>

Points Expiring on 12/31/2024: 14176

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.

The minimum payment includes a past due amount which is payable immediately upon receipt of this statement. If this amount has already been mailed, please disregard this notice. If you cannot immediately forward this past due amount, please contact our collection department at 1-877-838-4347 to make other suitable arrangements for payment.

Transactions BOND, CATHY Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Other Credits</b>					
10/10	10/09	8029	AMZN Mktp US Amzn.com/bill WA MERCHANDISE/SERVICE RETURN	\$9.99	CR
<b>Purchases and Other Debits</b>					
09/25	09/24	9974	ACDELCO TDS 800-825-5886 MI	\$90.00	
09/25	09/24	1039	LANGUAGE LINE, INC. 800-7526096 CA	\$15.80	
09/25	09/24	3183	LANGUAGE LINE, INC. 800-7526096 CA	\$47.40	
09/27	09/26	6134	LANGUAGE LINE, INC. 800-7526096 CA	\$23.70	
09/30	09/30	4730	BI-MART 635 FOREST GROVE OR	\$15.97	
10/02	10/01	3143	LANGUAGE LINE, INC. 800-7526096 CA	\$47.40	
10/03	10/02	6521	LANGUAGE LINE, INC. 800-7526096 CA	\$23.70	
10/03	10/02	7138	LANGUAGE LINE, INC. 800-7526096 CA	\$23.70	
10/03	10/02	8340	ENDICIA 800-576-3279 TX	\$9.95	

Continued on Next Page



October 2024 Statement 09/25/2024 - 10/23/2024  
 TILLAMOOK CNTY TRANS (CPN 001469460)

Page 3 of 5  
 Elan Financial Services 1-866-552-8855

Transactions		BOND, CATHY		Credit Limit \$2500	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
10/07	10/04	6009	USPS STAMPS ENDICIA 888-434-0055 DC	\$50.00	_____
10/07	10/04	6891	LANGUAGE LINE, INC. 800-7526096 CA	\$7.90	_____
10/07	10/04	3863	LANGUAGE LINE, INC. 800-7526096 CA	\$35.55	_____
10/07	10/04	9195	LANGUAGE LINE, INC. 800-7526096 CA	\$59.25	_____
10/08	10/07	4704	AMAZON MKTPL*1Q1ET1W03 Amzn.com/bill WA	\$104.75	_____
10/08	10/07	6971	ONSTAR DATA PLAN AT&T 888-466-7827 TX	\$15.00	_____
10/08	10/07	9054	AMZN Mktp US*CD6GQ0D43 Amzn.com/bill WA	\$9.99	_____
10/09	10/07	8110	WHITTLESEABLU LAS VEGAS NV	\$31.32	_____
10/09	10/08	8202	LANGUAGE LINE, INC. 800-7526096 CA	\$19.75	_____
10/09	10/07	8860	BURGERVILLE - 46 - PDX PORTLAND OR	\$25.03	_____
10/09	10/07	0631	MONEYLINE URVENUE 7026327777 NV	\$52.00	_____
10/10	10/09	3515	LANGUAGE LINE, INC. 800-7526096 CA	\$19.75	_____
10/10	10/09	3620	OUTBACK #3222 LAS VEGAS NV	\$100.00	_____
10/11	10/10	7702	CURB LV TAXI YCS QUEENS NY	\$33.71	_____
10/11	10/10	2750	LANGUAGE LINE, INC. 800-7526096 CA	\$55.30	_____
10/11	10/09	3364	WHISKEY LICKER UP LAS VEGAS NV	\$55.00	_____
10/15	10/11	8473	PDX AIRPORT PARKING PORTLAND OR	\$60.00	_____
10/15	10/10	0275	VILLAGE PUB & GRILL 702-7338901 NV	\$40.00	_____
10/16	10/15	8301	ENDICIA 800-576-3279 TX	\$29.99	_____
10/16	10/15	9704	LANGUAGE LINE, INC. 800-7526096 CA	\$59.25	_____
10/16	10/15	9032	LANGUAGE LINE, INC. 800-7526096 CA	\$7.90	_____
10/16	10/15	6483	LANGUAGE LINE, INC. 800-7526096 CA	\$55.30	_____
10/16	10/15	7175	LANGUAGE LINE, INC. 800-7526096 CA	\$35.55	_____
10/16	10/14	6894	AMAZON MKTPL*X100F4CS3 Amzn.com/bill WA	\$43.19	_____
10/17	10/16	5022	Amazon Prime*R21U07KL3 Amzn.com/bill WA	\$14.99	_____
10/17	10/16	4109	LANGUAGE LINE, INC. 800-7526096 CA	\$31.60	_____
10/17	10/16	3057	OnStar, LLC 888-4667827 MI	\$9.99	_____
10/18	10/17	2489	LANGUAGE LINE, INC. 800-7526096 CA	\$31.60	_____
10/21	10/17	7588	OMNI HOTELS 407-3906664 FL	\$319.19	_____
10/22	10/22	9306	FIELDPRINT 888-291-1369 PA	\$12.50	_____
10/22	10/21	3345	BTS*IRONMOUNTAIN 470-792-4840 MA	\$180.65	_____
10/23	10/22	3689	ADOBE *ADOBE 408-536-6000 CA	\$161.96	_____
			<b>Total for Account</b>	<b>2022</b>	<b>\$2,055.59</b>

Transactions		REED, MICHAEL		Credit Limit \$3500	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
10/07	10/04	0946	USPS PO 4083680269 TILLAMOOK OR	\$2.20	_____

Continued on Next Page



October 2024 Statement 09/25/2024 - 10/23/2024  
 TILLAMOOK CNTY TRANS (CPN 001469460)

Page 4 of 5

Elan Financial Services ( 1-866-552-8855



**Transactions** REED, MICHAEL Credit Limit \$3500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
10/07	10/04	6262	FRED-MEYER #0377 TILLAMOOK OR	\$21.91	_____
10/08	10/07	7113	USPS PO 4083680269 TILLAMOOK OR	\$19.36	_____
10/09	10/08	5400	USPS PO 4083680269 TILLAMOOK OR	\$8.89	_____
10/15	10/14	1791	PP*TRANSPORT WISDOM, L MILWAUKIE OR	\$260.00	_____
10/16	10/15	0016	ECOGUARD PEST OREGON 503-4332847 OR	\$92.00	_____
10/22	10/21	4476	4IMPRINT, INC 4IMPRINT.COM WI	\$297.73	_____
			<b>Total for Account</b>	<b>9595</b>	<b>\$702.09</b>

**Transactions** VITULLI, BRIAN A Credit Limit \$10000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
09/27	09/26	9258	TRAVELOCITY*7292946468 tvly.com WA	\$6.20	_____
09/30	09/26	8039	ALASKA AI0277123239494 SEATTLE WA VITULLI/BRIAN 10/02/24 SANTA ANA TO PORTLAND ORE	\$363.10	_____
09/30	09/26	2607	UNITED 0162423856185 UNITED.COM TX VITULLI/BRIANA 09/29/24 PORTLAND ORE TO SAN FRANCISC SAN FRANCISC TO SANTA ANA	\$342.97	_____
09/30	09/29	5692	GUAVA & JAVA SFO SAN FRANCISCO CA	\$21.08	_____
09/30	09/29	5837	SQ *LATRELLES GALLEY L Portland OR	\$12.36	_____
10/03	10/02	4030	BRODARD EXPRESS SANTA ANA CA	\$25.33	_____
10/03	10/02	5571	PDX AIRPORT PARKING PORTLAND OR	\$60.00	_____
10/03	10/01	5060	COURTYARD BY MARRIOTT ANAHEIM CA	\$23.44	_____
10/03	10/02	8559	TST*MI CASA MEXICANA Anaheim CA	\$11.49	_____
10/04	10/02	2318	COURTYARD BY MARRIOTT ANAHEIM CA	\$664.69	_____
10/04	10/02	2326	COURTYARD BY MARRIOTT ANAHEIM CA	\$7.00	_____
10/04	10/02	0119	COURTYARD BY MARRIOTT ANAHEIM CA	\$27.18	_____
10/15	10/12	9884	TIL*RZ WERNER BEEF&BRE TILLAMOOK OR	\$119.14	_____
10/16	10/16	6053	Oregon Transit Associa Keizer OR	\$400.00	_____
10/17	10/16	7942	DELTA AIR0062276255053 800-2211212 GA DEPUTY/JULIENE 10/26/24 PORTLAND ORE TO LOS ANGELES LOS ANGELES TO ORLANDO FLA ORLANDO FLA TO ATLANTA ATLANTA TO PORTLAND ORE	\$58.96	_____
			<b>Total for Account</b>	<b>9476</b>	<b>\$2,142.94</b>





October 2024 Statement 09/25/2024 - 10/23/2024  
 TILLAMOOK CNTY TRANS (CPN 001469460)

Page 5 of 5

Elan Financial Services 1-866-552-8855

**Transactions BILLING ACCOUNT ACTIVITY**

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
			<b>Fees</b>		
10/22	10/22		LATE FEE - PAYMENT DUE ON 10/22	\$39.00	Ø
			TOTAL FEES FOR THIS PERIOD	\$39.00	
			<b>Interest Charged</b>		
10/23			INTEREST CHARGE ON PURCHASES	\$94.11	Ø
			TOTAL INTEREST FOR THIS PERIOD	\$94.11	
			Total for Account	7790	\$133.11

*Handwritten notes: 11/13/24 @ 8:35am, In process of being reversed*

2024 Totals Year-to-Date	
Total Fees Charged in 2024	\$39.00
Total Interest Charged in 2024	\$88.64

**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	16.99%	
**PURCHASES	\$9,401.54	\$6,971.86	YES	\$94.11	16.99%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	28.74%	

**Contact Us**



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



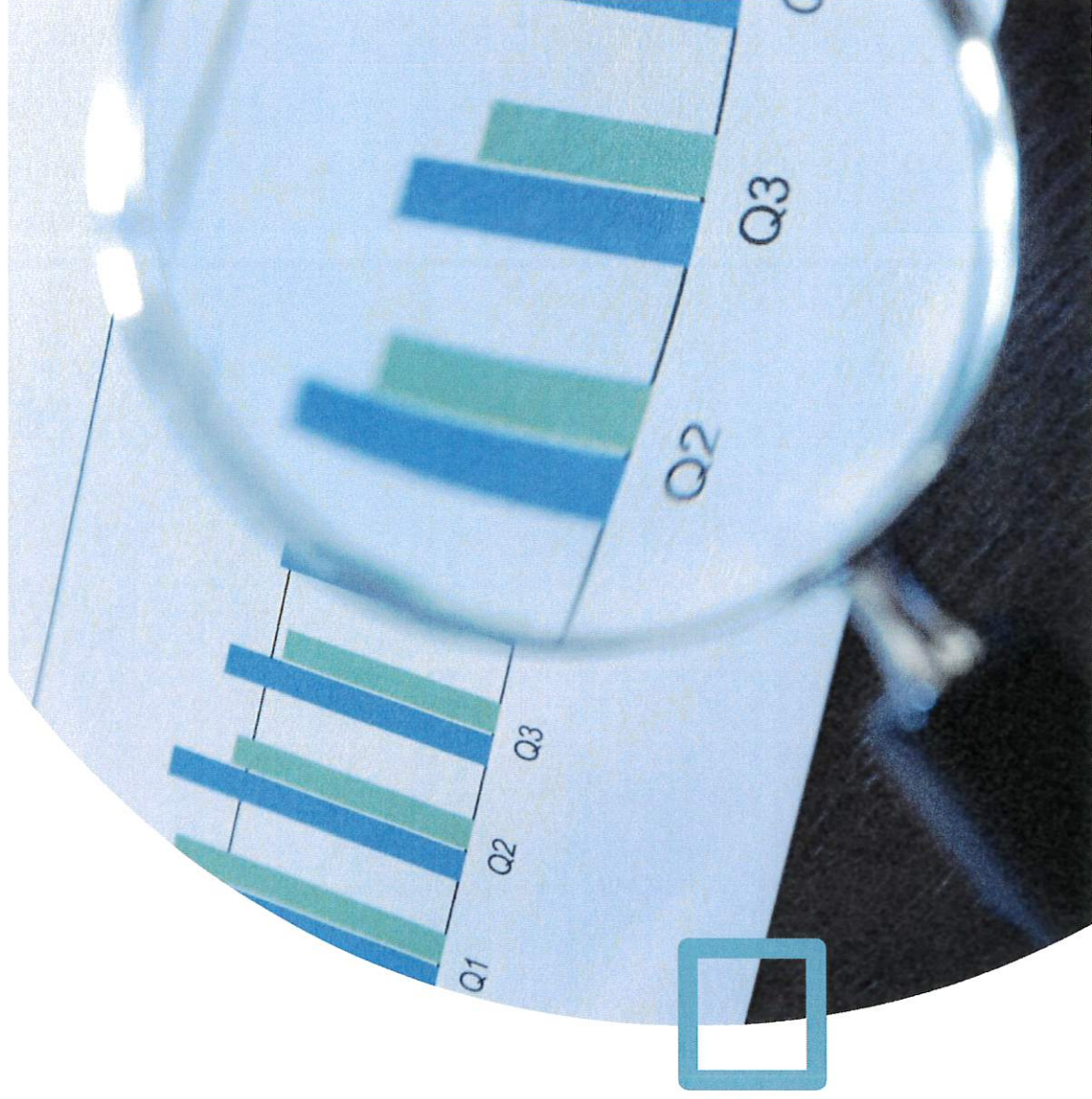
Online  
 myaccountaccess.com

FRED MEYER CARD CHARGES - 09/13-10/12/2024

Date	Description of Transaction	Amount
	<b>CARD #3 - KERI BROWN, ADMIN ASSISTANT</b>	
10/10/24	Office Expense - Snacks/Flowers	\$ 45.54
10/10/24	NWOTA Meal	\$ 127.65
	01-001-5180-999-00	\$ 45.54
	08-000-5101-999-00	\$ 127.65
	<b>Total</b>	<b>\$ 173.19</b>
	<b>Grand Total</b>	<b>\$ 173.19</b>
<b>DATE</b>	<b>APPROVAL</b>	

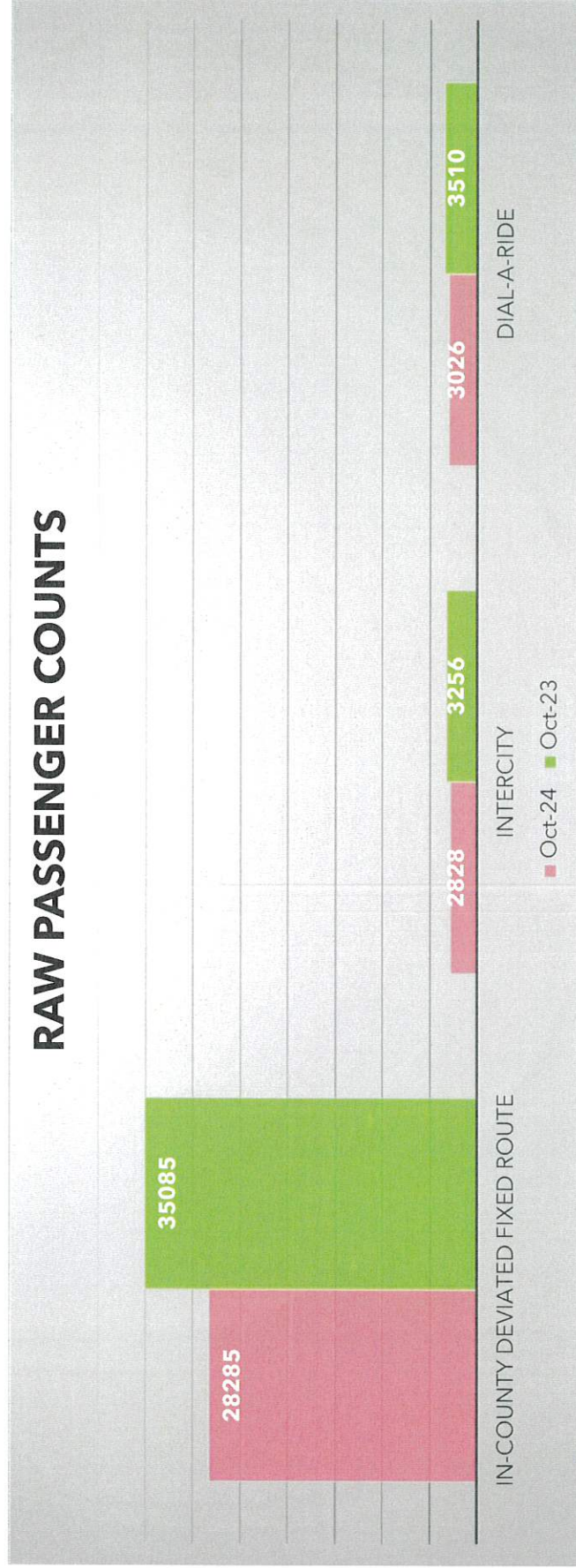
  
 10/25/2024  
**ENTERED** 

**TCTD Operations**  
Statistics &  
Performance  
October 2024



# YTD COMPS BY SERVICE TYPE

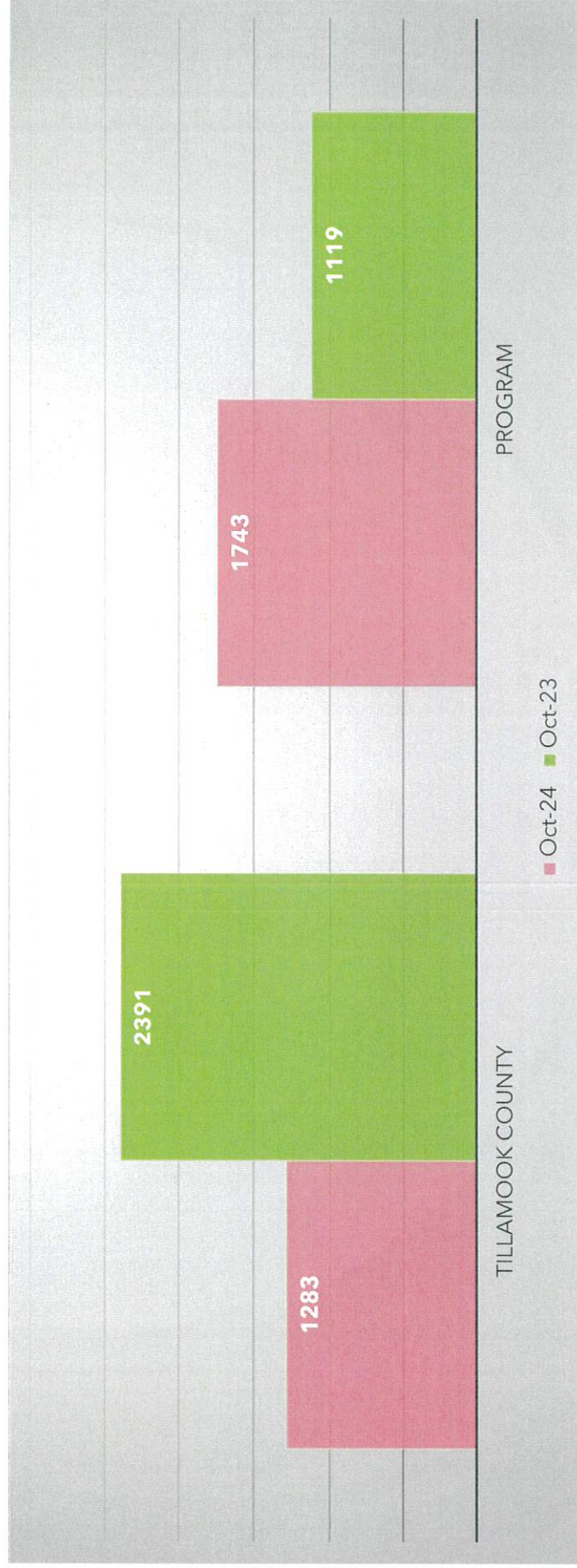
## RAW PASSENGER COUNTS



# IN-COUNTY RIDERSHIP BY ROUTE YTD COMPS



# DAR RIDERSHIP BY SERVICE TYPE YTD COMPS



# PASSENGER CATEGORIES

## YTD COMPS



# TOTAL SERVICES RIDERSHIP

## October 2024 & October 2023





# Tillamook County Transportation District

## MONTHLY PERFORMANCE REPORT

October 2024

### RIDERSHIP BY SERVICE TYPE

	Oct 2024	Oct 2023	YTD FY 24-25	YTD FY 23-24	YTD % Change
<b><u>Dial-A-Ride Service</u></b>					
Tillamook County	273	461	1,283	2,391	-46.3%
Program	392	192	1,743	1,119	55.8%
<b>Dial-A-Ride Total</b>	<b>665</b>	<b>653</b>	<b>3,026</b>	<b>3,510</b>	<b>-13.8%</b>

### **Deviated Fixed Route Service**

Rt 1: Town Loop	3,172	3,541	13,151	15,178	-13.4%
Rt 2: Netarts/Oceanside	202	327	929	1,442	-35.6%
Rt 3: Manzanita/Cannon Beach	1,988	2,030	9,171	9,415	-2.6%
Rt 4: Lincoln City	853	1,037	4,020	5,198	-22.7%
Rt 6: Port of Tillamook Bay Loop	257	362	1,014	1,562	-35.1%
Pacific City Free Shuttle	0	0	0	2,290	-100.0%
<b>Local Fixed Rt Total</b>	<b>6,472</b>	<b>7,297</b>	<b>28,285</b>	<b>35,085</b>	<b>-19.4%</b>

### **Intercity Service**

Rt 5: Portland	549	687	2,828	3,256	-13.1%
<b>Inter City Total</b>	<b>549</b>	<b>687</b>	<b>2,828</b>	<b>3,256</b>	<b>-13.1%</b>

<b>TOTAL ALL SERVICES</b>	<b>7,686</b>	<b>8,637</b>	<b>34,139</b>	<b>41,851</b>	<b>-18.4%</b>
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<b>ONE-WAY TRIPS BY USER GROUP (Allocated)</b>					
	Fixed		YTD	YTD	YTD %
USER GROUP	Route	DAR	FY 24-25	FY 23-24	Change
General (18 years to 60 years of age)	4,252	106	19,152	22,280	-14.0%
Senior/Disabled	2,338	532	12,688	14,578	-13.0%
Child/Youth	496	27	2,299	2,703	-14.9%
<b>Total</b>	<b>7,086</b>	<b>665</b>	<b>34,139</b>	<b>39,561</b>	<b>-13.7%</b>

<b>OTHER RIDER CATEGORIES</b>					
	Fixed		YTD	YTD	YTD %
	Route	DAR	FY 24-25	FY 23-24	Change
Ride Connection	46		268	518	-48.3%
Tillamook Bay Community College	137		673	1,099	-38.8%
NWOTA Visitor Pass	32		217	444	-51.1%
Program		392	1,743	1,119	55.8%
Youth Free	517		2,894	3,608	-19.8%
Amtrak	41		283	537	-47.3%

**Primary Performance Measures Report  
thru Oct 2024**

	Passengers per Hour	Cost per Trip	Cost per Hour	Farebox Return %
<b><u>Dial-A-Ride</u></b>				
Dial-A-Ride	1.8	\$ 64.05	\$ 112.32	11.5%
NW Rides	1.2	\$ 100.07	\$ 122.67	63.2%
<b>Total</b>	<b>1.4</b>	<b>\$ 84.80</b>	<b>\$ 119.15</b>	<b>46.6%</b>
<b><u>Deviated Route</u></b>				
Rt 1: Town Loop	11.1	\$ 10.26	\$ 114.25	5.8%
Rt 2: Oceanside	3.7	\$ 31.73	\$ 117.14	2.0%
Rt 6: PORT	6.7	\$ 18.82	\$ 126.49	9.3%
Rt 3: Manzanita	6.2	\$ 22.92	\$ 142.04	2.2%
Rt 4: Lincoln City	3.2	\$ 43.54	\$ 139.76	1.2%
<b>Total</b>	<b>6.6</b>	<b>\$ 20.11</b>	<b>\$ 131.78</b>	<b>3.0%</b>
<b><u>Intercity</u></b>				
Rt 5: Portland	2.4	\$ 58.22	\$ 140.54	14.4%
<b>FY 2024-25 YTD</b>	<b>4.5</b>	<b>\$ 29.00</b>	<b>\$ 129.56</b>	<b>16.2%</b>
<b>FY 2023-24YTD</b>	<b>4.0</b>	<b>\$ 24.75</b>	<b>\$ 99.33</b>	<b>13.1%</b>
<b>Percent Change</b>	<b>11.3%</b>	<b>17.2%</b>	<b>30.4%</b>	<b>23.4%</b>

## MONTHLY PERFORMANCE

Service Month	Passengers per Hour	Farebox Ratio	Operating Cost per Hour
<b><u>Dial-A-Ride Services</u></b>			
Oct-23	1.5	36.9%	95.67
Jul-24	1.4	38.8%	129.56
Aug-24	1.5	42.6%	105.45
Sep-24	1.4	48.5%	119.15
Oct-24	1.4	46.6%	119.15
<b><u>Deviated Fixed Routes</u></b>			
Oct-23	5.3	4.1%	96.35
Jul-24	6.5	2.8%	140.23
Aug-24	6.4	3.6%	112.68
Sep-24	7	3.3%	132.78
Oct-24	6.6	3.0%	131.78
<b><u>Intercity Services</u></b>			
Oct-23	2.9	12.0%	109.17
Jul-24	2.8	20.9%	106.24
Aug-24	2.8	26.7%	110.98
Sep-24	2.6	15.4%	139.67
Oct-24	2.4	14.4%	140.54

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

# nwCONNECTOR










**Coordinating Committee In-Person Meeting**  
 December 12, 2024 | 10:00 am—12:00 pm

**HYBRID**

**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	 Introductions		Cynda Bruce
10:05 - 10:10a	 Consent Calendar ( <b>Action Item</b> ) November Meeting Minutes (Attached) Financial Report	✓	Cynda Bruce/All
10:10-10:30a	 NWOTA Standing Items Emissions/Ridership Tracking Website Updates: - Swiftly Updates - Accessibility Report		Sarah Lu Heath Lars Faye
10:30-11:00a	 E-Bike Policy Discussion		All
11:00-11:10a	 Bus Stop Project Update		Brian Vitulli
11:10-11:30a	 Zero Emission Vehicle Feasibility Study - Operational Information Request		Brian Vitulli/ Sarah Lu Heath
11:30-11:45	 OCVA Service Pilot Proposal		Brian Vitulli/ Craig Johnson
11:45-11:50a	 New Business		All
11:50a-12:00p	 Member Updates		All

**Attachments:**

- November Meeting Minutes
- Ridership/Passenger Mile Tracking

OTA 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





# Tillamook County Transportation District

*"Connecting the community through sustainable transit services"*

---

**DATE:** December 18, 2024  
**TO:** TCTD Board of Directors  
**FROM:** Brian Vitulli, General Manager  
**SUBJECT:** GENERAL MANAGER REPORT

## **Administration/Coordination**

- Attended the OTA Program Committee meeting on November 21 to review attendee and vendor survey responses from the 2024 Oregon Public Transportation Conference.
- Continuing to serve on the Maintenance and Operations Workgroup of the Oregon Legislature's Joint Committee on Transportation to continue pre-session discussions that work toward addressing the pressing need for stable funding tools and multimodal investment to maintain and improve the transportation system and ensure safety and accessibility for all Oregonians. Attended Workgroup meetings on October 15, October 22, November 12, November 19, and December 2.
- Attended the OTA Executive Committee meeting on November 26<sup>th</sup>, December 3<sup>rd</sup>, and December 10<sup>th</sup> to discuss progress of JCT Workgroups and to prepare for December 12 OTA Board meeting.
- Attended the Oregon Transit Association Board meeting on December 12.
- Attended ODOT Drug and Alcohol Program Management & Compliance training on December 2-4.
- Attended NWACT meeting in St. Helens on December 12. NWACT was briefed on what the NWOTA partnership is, as well as its mission and goals.
- Attended NWOTA meeting on December 13.
- Asked by ODOT to serve on the partner interview panel to select a permanent Administrator for the Public Transportation Division. The current Administrator has been serving as a one-year internal rotation, and the Department wishes to fill this vital position permanently. The interview panel is scheduled to meet on Friday, December 20, 2024.

## **Planning & Development**

- Clean Bus Planning Award Program project kick-off meeting was held on October 31<sup>st</sup> regarding the ZEV Feasibility Study. The first project coordination meeting was held on December 9. The project is currently in the data collection phase, as NWOTA entities are

providing fleet, operational, procurement, planning, grant, workforce, and facilities-related information.

- Developing procurement materials for NWOTA Bus Stop Access Project.

### **Grant Funding**

- Submitted two, ODOT STIF-Discretionary grant applications for 1) New fire alarm system for administration building and vehicle maintenance facility, and 2) Shelters for enhanced bus stop infrastructure constructed as part of the U.S. 101 upgrade project in Garibaldi. Oregon Transportation Commission approval is scheduled for March 3, 2025.
- Submitted Federal Formula (5310 & 5311) grant applications to ODOT on November 20, 2024. Funding will be used for preventive maintenance, capital vehicle purchases, and operations. Marie Mills Center, Inc. submitted for 5310 funds through the District as the lead agency. Their award will be used for preventive maintenance of their fleet.

### **Facility/Property Management**

- Remaining renovation tasks are being completed at the Transit Center.
- Transit Center exterior / platform cleaning occurs weekly and on an as-needed basis.

### **Operations/Vehicle Maintenance**

- New DAR vehicle #210 was delivered on November 27.
- Working with our vehicle camera system vendor on upgrades.
- Procurement process for new transit vehicles is continuing.

**Tillamook County Transportation District**  
Board of Directors Regular Monthly Meeting  
Wednesday, November 20, 2024 – 6:00PM  
Transportation Building  
3600 Third Street, Tillamook, OR  
**Meeting Minutes**



1. **Call to Order:** Vice Chair Alder called the meeting to order at 6:00 pm.

2. **Pledge of Allegiance**

3. **Roll Call:**

**Present**

**TCTD Board of Directors**

Gary Hanenkrat, Director (via Zoom)

Marni Johnston, Treasurer

Jonathan Bean, Secretary

Thomas Fiorelli, Director (via Zoom)

Linda Adler, Vice Chair (via Zoom)

**Absent**

**TCTD Board of Directors**

Mary Johnson, Board Chair

**TCTD Staff**

Brian Vitulli, General Manager

Cathy Bond, Finance Supervisor

Jules Deputy, Brokerage Manager

Michael Reed, Operations Superintendent

Keri Brown, Admin Assistant/Board Clerk

**Guest**

John Cline, Citizen

David McCall, Citizen

4. **Announcements and Changes to Agenda:** None.

5. **Public & Guest Comments:** None.

6. **Executive Session:** None.

**STATE OF THE DISTRICT REPORT**

7. **Financial and Grant Report:** FS Bond reviewed the September 2024 Financials included in the Board packet pages 1-12. Noted that the credit card statement was not included in the packet. FS Bond asked that the September Financial Statement be tabled for the next Board meeting.

Dir. Fiorelli stated that this was a great presentation but asked about the 5190 Marketing Financial Statement on page 3. Why is the cost so low, is it because we are saving on costs in house? FS Bond stated that we are lowering expenses by using Vista Print for schedule brochure production, plus, no routes have been modified recently and haven't needed new brochures. Recent print orders have been purchased in smaller quantities. Dir. Fiorelli asked about the Lease Income from page 5, from what is budgeted and the current period. Why is it so low and where does it come from? FS Bond stated that the NW Rides Brokerage hasn't been billed and will be corrected. Dir. Fiorelli asked about the Interest Income and Working Capital from page 6: Why so high? FS Bond stated that interest rates are high right now and the Working Capital is due to vehicles 309, 310, and 210 not being delivered yet.

Dir. Hanenkrat stated that the Financials do not have the check financials in them. FS Bond asked not to approve the Financial Statement at this time that they will be corrected for the next Board meeting.

Vice Chair Alder agreed not to approve the Financial Statement for September at this time.

8. **Service Performance Report:** OS Reed provided service statistics and performance measures for the month of September 2024 as seen in the Board packet, pages 13-22.

Dir. Fiorelli thanked OS Reed for the report and asked since Sunday service is really down for Community College, does it really affect them. OS Reed stated that it has only been 90 days into the fiscal year, so more will be known about it in May or June of 2025.

9. **Northwest Oregon Transit Alliance:** GM Vitulli provided information from the November meeting, as found on pages 23-24.

10. **NW Rides Brokerage:** BM Deputy provided the following updates:

- a. Reviewed ride statistics for October 2024.
- b. Ridership Statistics - Rides provided: 5,459; miles driven: 142,695. For comparison, this is halfway to the Moon.
- c. Mileage reimbursement statistics - Trips provided: 1,648 miles; miles driven: 69,276. For comparison, this is 1/3 way to the moon.
- d. FS Bond and MB Deputy attended an Ecolane Transit Mobility Alliance Conference where FS Bond received a Manager and Executive Director Training Certification and BM Deputy received an Advance User Training Certificate.



11. **General Manager Report:** GM Vitulli provided the following updates included in Board packet pages 25-26 (see GM Report in packet for details):
- a. **Administration/Coordination**
  - b. **Planning Development**
  - c. **Grant Funding**
  - d. **Facility/Property Development**
  - e. **Operations and Vehicle Maintenance**

12. **Miscellaneous:** None.

**CONSENT CALENDAR**

13. Motion by Dir. Johnston to Approve the Minutes of October 16, Regular Board Meeting. Seconded by Dir. Bean.

**Motion Passed**

By Directors Bean, Fiorelli, Hanenkrat,  
Johnston, and Vice Chair Adler.  
Chair Johnson absent.

15. Motion by Dir. Johnston to Reappoint Chris Kell and Ron Rush to the Transportation Advisory Committee. Motion Seconded by Dir. Bean.

**Motion Passed**

By Directors Bean, Fiorelli, Hanenkrat,  
Johnston, and Vice Chair Adler.  
Chair Johnson absent.

**ACTION ITEMS**

16. Motion by Dir. Bean to Approve Resolution 24-17 Authorizing the General Manager to Submit 2025-2027 Federal Formula Grant Application. Motion Seconded by Dir. Johnston.

**Motion Passed**

By Directors Bean, Fiorelli, Hanenkrat,  
Johnston, and Vice Chair Adler.  
Chair Johnson absent.

**DISCUSSION ITEMS**

17. **Staff Comments/Concerns:**

General Manager Vitulli – None.  
Operations Superintendent Reed – None.  
Brokerage Manager Deputy – None.  
Admin Assistant Brown – None.  
Finance Supervisor Bond – Apologized for the Financials and will have a complete one next meeting.

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

Chair Johnson – Absent.

Vice Chair Adler – Thanked everyone for coming.

Dir. Hanenkrat – Stated that the vacancy for the Board of Directors seat needs to be filled.

Dir. Johnston – None.

Dir. Bean – Asked about plans for the bus stops in Pacific City. GM Vitulli stated that Route 4 still operates through Pacific City, so passengers do use them.

Dir. Fiorelli – Thanked Dir. Hanenkrat for bringing up the vacancy as it was his question also.

**19. Adjournment:** Board Vice Chair Alder adjourned the meeting at 6:50 pm.

**These minutes were approved this 18<sup>th</sup> day of December 2024.**

ATTEST:

\_\_\_\_\_  
Linda Adler, Board Vice Chair

\_\_\_\_\_  
Brian Vitulli, General Manager

## Tillamook County Transportation District Annual Board Meeting Schedule for 2025

January	January 15, 2025
February	February 19, 2025
March	March 19, 2025
April	April 16, 2025
May	May 21, 2025
June (adopt budget)	June 18, 2025
July	July 16, 2025
August	August 20, 2025
September	September 17, 2025
October	October 15, 2025
November	November 19, 2025
December	December 17, 2025

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.

**2025 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 and Oregon Health Plan Bridge - Basic Health Program (“BHP”), 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, 2025. Unless extended or terminated earlier in accordance with terms provided for in this Agreement, this Agreement shall expire on December 31<sup>st</sup>, 2025. 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, 2025 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:**

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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. **“Downstream Entity”** means any party that enters into a written or oral contract or other agreement with a CCO’s Subcontractor pursuant to which such party performs one or more of the obligations of the Subcontractor under the Subcontractor’s Subcontract with the CCO. Regardless of the number of parties that are downstream from a CCO’s Subcontractor, a party is deemed a “Downstream Entity” of a CCO Subcontractor if such party is, pursuant to a written or oral contract or agreement, performing the obligations the Subcontractor is required to perform on behalf of the CCO under its Subcontract therewith.

e. **“Member”** means an individual properly enrolled with CCO and eligible to receive Covered Services at the time services are rendered.

f. **“Member Reimbursement”** is defined as payment to a Member that includes but is not limited to miles, meals, and lodging.

g. **“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.

h. **“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.

i. **“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.

j. **“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.

k. **“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 11-12** of the CCO Contract, to the extent the requirements apply to Delegate's scope of work



under this Agreement. Delegate agrees to comply with all applicable laws, including, without limitation, all Medicaid laws, rules, regulations, all federal laws, rules, and regulations governing Basic Health Programs, and all Oregon state laws, rules, and regulations governing OHP Bridge – Basic Health Program, as well as all applicable sub-regulatory guidance and contract provisions.

ii. Delegate agrees to comply with the Program Integrity requirements listed in Exhibit B, Part 9, Section 11-1812-20 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 acknowledgment 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 [Management](#)
  - [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 [System](#)
  - [k] Network Management
  - [l] Quality Assurance Program
  - [m] Transportation Network Management
  - [n] [Brokerage Manual and NEMT Provider Manual](#)
  - [o] [Fraud, Waste and Abuse Prevention and Notification](#)
  - [p] [Call Center Operations](#)
  - [q] [Encounter Data Validation, Program & Payment Integrity](#)
  - [r] [Secure Transports](#)
  - [s] [NEMT Operational Oversight & Monitoring Plan \(NOOMP\)](#)

- 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~~have and ~~implement and operationalize~~ 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~~In support of CCO's CCO Contract obligations regarding Grievances, Appeals and Contested Case Hearings pursuant, Delegate's Delegate has responsibility for operationalization of appropriate

policies and procedures, inclusive of appropriate documentation 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 Downstream Entities (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 Ex. B, Part 9, Sec. 18 and Ex. D, Sec. 15 of the CCO Contract and with Exhibit D, Section 11 of this Agreement. This includes Program Integrity (“PI”) audits and investigations relating to suspected Fraud, Waste, and Abuse and/or Overpayments. The records must include the detail necessary to substantiate all actions taken and outcome(s) reached for each PI audit or investigation pursuant to this Agreement. in accordance with Exhibit D, Section 15 of the CCO Contract ~~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)

**a. Monitoring and Compliance Review.**

i. Delegation Oversight. As a delegate under the CCO Contract, Delegate agrees to participate in CCO's required monitoring and delegation oversight activities as listed in **Exhibit B, Part 4, Section 11-12** 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 "~~Annual~~ Subcontractor Performance Report" in the CCO Contract. The ~~Annual-annual~~ Subcontractor Performance Report will include, at a minimum, the following:

- (1) An assessment of the quality of Delegate's and any Downstream Entity'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 and Downstream Entities are screened and monitored for federal exclusion from participating in Medicaid prior to employment and then subsequently monitored on a monthly basis for all employees providing services pursuant to this Agreement;

(5) Whether any Exclusions were identified, reported to CareOregon and excluded employee is removed from providing services pursuant to this Agreement.

(6) Results of and any deficiencies noted in Delegate's monitoring and oversight of Downstream Entities' performance of services subcontracted pursuant to this Agreement

;

~~(4)~~(7) The adequacy of Delegate's compliance functions including all Fraud, Waste, and Abuse policies and procedures required in **Exhibit B, Part 9, Section 11-1812-20** of the CCO Contract; and

~~(5)~~(8) Any deficiencies that have been identified by OHA or CCO related to work performed by Delegate.

[c] Allow CCO to perform Monitoring, audit, and other review processes for the purpose of determining and reporting compliance with the terms and conditions of this Agreement, including, without limitation, compliance with records security and retention policies and procedures.

ii. CCO monitors the performance of Delegate and Downstream Entities based on metrics salient to the delivery of a high quality and effective NEMT program and pursuant to compliance with contracts, rules, and regulations that dictate the delivery and quality of services of NEMT benefit requirements

- ii.iii. Delegate agrees that OHA is authorized to monitor compliance with the terms and conditions of the CCO Contract as it relates to this Agreement and the Delegate's Work, along all applicable rules, regulations, and laws. Delegate understands that methods of monitoring compliance may include review of documents or records of Delegate, CCO Contract performance review, Grievances, on-site reviews of documentation or any other source of relevant information.
- iii.iv. Delegate agrees to cooperate and participate with CCO and, when necessary, OHA in any monitoring, review, or oversight activities such as the Annual Subcontractor Performance Report expressed in this Exhibit B.
- iv.v. If after conducting an audit or other compliance review of the CCO, Delegate's compliance cannot be determined, or if OHA determines that the CCO and/or Delegate has breached the terms or conditions of the CCO Contract, OHA may impose Sanctions on the CCO which will be applied to CCO and Delegate in so far as the Sanctions relate to work performed under this Agreement. Information regarding OHA's authority and potential sanctions are contained in Exhibit B, Part 9 of the CCO Contract.
- v.vi. 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
- vi.vii. The actions in this section are in addition to any other rights CCO may have under the Agreement, at law, or in equity.

- b. **OHA Sanctions.** In the CCO Contract, OHA has reserved the right to impose sanctions on the CCO. In the event that any act or failure to act by Delegate pursuant to this Agreement results in OHA imposing a sanction against CCO, CCO may impose or pass through such sanctions to Delegate. The CCO's right to file a request for an Administrative Review with OHA will pass through the Delegate should the sanction be related to Delegate's performance unless OHA exercises its reserved right to provisionally impose a sanction before such Administrative Review. In the event OHA imposes sanctions on Delegate due to any act or failure to act by CCO, CCO shall indemnify Delegate for any such sanction and shall cooperate with Delegate in the

defense of any such sanction, including filing a request for Administrative Review with OHA.

- c. **Fraud, Waste, & Abuse.** Exhibit B, Part 9, Sections 10-1810-14 of the CCO Contract is delegated to Delegate, which require Delegate to (i) Develop, ~~and~~ implement and operationalize a Fraud, Waste, and Abuse (“FWA”) 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 11-1812-20 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 suspected and/or actual 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. Annually, CareOregon shall provide a FWA Prevention Handbook, policies and procedures, and other relevant FWA prevention and detection program documents (collectively “FWA Documents”) to Delegate. Delegate shall review its FWA policies and procedures (“FWA P&P”) annually to ensure alignment with CareOregon FWA Documents and submit written copies to CareOregon.

iv. Pursuant to CareOregon’s FWA prevention and detection program, Delegate shall have the following:

a. A system for training new employees of Delegate and its Downstream Entities on Delegate FWA P&P within 90 days of employment and annually thereafter by August of each year. Delegate shall provide an annual attestation that Delegate employees and its Subcontractor employees have completed effective compliance and FWA training and education;

b. Designation and identification of a Chief Compliance Officer, members of a Regulatory Compliance committee, or establishment of a division, department or team of employees with the responsibility for developing, implementing and operationalizing Delegate’s FWA’s policies and procedures;

c. Written standards of conduct for Delegate’s or its Subcontractor’s employees that evidence and align with CareOregon’s commitment to FWA prevention and enforcement in accordance with the terms and conditions of the CCO Contract, the ICN, this Agreement and all other applicable laws;

d. A process in the Delegate’s operational oversight team for Members to report potential/suspected and/or actual Fraud, Waste or Abuse anonymously and to be protected from retaliation under applicable whistleblower laws

v. Delegate will report any suspected or actual 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. To the extent possible, CCO shall communicate the disposition of any fraud, waste, or abuse reports made by Delegate within a reasonable time.

vi. 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.

## 5. Quality and Performance Outcomes and Requirements.

a. **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.

b. **General Reporting.**

i. As part of CCO's NEMT Quality Assurance Plan, Delegate shall provide CCO with the information necessary to comply with its obligations under CCO Contract Exhibit B, Part 2, Section 5(g)(3) to submit data to OHA on a quarterly basis using the NEMT Quality Assurance (QA) Guidance Document. CCO will provide Delegate with the reporting template from the CCO Contract Forms Website, and Delegate will provide CCO with the data necessary to complete this template. Delegate will provide CCO with audit reports for all NEMT requests, provided and denied services using the agreed upon detailed transportation billing codes, no later than the 15th day of the following quarter, or upon CCO's request.

ii. Delegate shall timely provide to CCO such call center data and recordings as CCO may reasonably require from time-to-time as necessary to prepare reports necessary to fulfill CCO's reporting obligations pursuant to the CCO Contract; including without limitation, Delegate shall submit to CCO no later than the 30<sup>th</sup> day of the following month, document the number of services for NEMT Services, modes of transportation being used, and operating costs of the NEMT program.

iii. CCO will be responsible for submitting data and reports to OHA.

iv. Where Delegate has granted CCO such access to Delegate's call center and NEMT services systems so as to enable CCO to generate the reports required by subsections (i) and (ii), Delegate will be exempt from these reporting requirements.



- c. **External Quality Review.** In conformance with 42 CFR § 438.350 and § 438.358, and 42 CFR § 457.1250, Delegate shall cooperate with CCO, OHA, and their designees by providing access to records and facilities for the purpose of an annual External Quality Review of CCO and Delegate's compliance with all applicable laws and the CCO Contract, as well as the quality outcomes and timeliness of, and access to, services provided under this Agreement.
  
- d. **Performance Metrics.** If desired, CCO and Delegate will work in partnership to define any additional performance metrics that are relevant to provision of services and operation of the NEMT benefit. Such additional performance metrics may be implemented if mutually agreed upon by CCO and Delegate.
  
- e. **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 11.2(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 [CareOregon](#), OHA, the Oregon Secretary of State, CMS, HHS, the Office of the Inspector General, the Comptroller General of the United States, [the Oregon Department of Justice \(DOJ\) and the Medicaid Fraud Control Unit](#) and/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 ~~d~~Downstream Entity subcontract(s) shall not relieve Delegate of any of its duties or obligations under this Agreement.

b. The Delegate's subcontractors are considered "Downstream Entities" as defined by the CCO Contract and means any party that enters into a written or oral contract or other agreement with the Delegate pursuant to which such Downstream Entity performs one or more of the obligations of the Delegate under the Delegate's Delegation Agreement with CareOregon. Regardless of the number of parties that are downstream from the Delegate, a party is deemed a "Downstream Entity" of a Delegate if such party is, pursuant to a written or oral contract or agreement, performing the obligations the Delegate is required to perform on behalf of CareOregon under its Delegation Agreement. "All requirements set forth in Sec. 12 of Ex. B, Part 4 of the CCO Contract and any other applicable provisions of this Agreement that apply to Subcontractors also apply to Downstream Entities except where expressly stated that the requirement(s) does not apply to Downstream Entities.

- a.c. Delegate will provide, in a timely manner upon CareOregon's request, a list of Downstream Entities that will perform any of Delegate's obligations under this Agreement. The Downstream Entity list will include each Downstream Entity's legal name, address, and a description of Delegate's obligations under this Agreement that will be performed by the Downstream Entity.
- b.d. Where Delegate is permitted to subcontract certain functions of this Agreement, prior to executing any such subcontract with a Downstream Entity, Delegate shall ~~notify~~ provide CCO, with 30 day advance written notice in writing, of any proposed subcontract(s) for any of the Work required by the CCO Contract other than information submitted in Exhibit G of the CCO Contract.
- e.e. All requirements set forth in Section 12 of Exhibit B, Part 4 of the CCO Contract and any other applicable provisions of the CCO Contract that apply to Delegate also apply to Delegate's Downstream Delegate Entities.
- d.f. Delegate shall take reasonable steps, such as through a quote, bid, proposal, or similar process, to ensure that MWESB certified firms are provided an equal opportunity to compete for and participate in the performance of any Subcontracts under this Agreement. If there may be opportunities for Subcontractors to work on the Contract, it is the expectation of OHA that Delegate will take reasonable steps to ensure that MWESB certified firms, as referenced on: <https://www.oregon4biz.com/How-We-Can-Help/COBID/>.
- e.g. 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.
- f.h. 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.
- i. Annual subcontractor performance reporting by Delegate to CareOregon should include at a minimum, include the following:
  - i. whether the employees of the Downstream Entities have under gone a criminal background check and checks for exclusion from participation in federal programs ("Exclusions") prior to starting any work identified in the Agreement, which is also required for employees of Delegate.
  - ii. Whether any Exclusions were identified, reported to CareOregon and excluded employee is removed from providing services pursuant to this Agreement.
  - iii. Results of and any deficiencies noted in Delegate's monitoring and oversight of Downstream Entities' performance of services subcontracted pursuant to this Agreement.

~~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.j. 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 (["Exclusion Screening"](#)) [that apply to all Delegate employees and Downstream Entity employees prior to hiring. Exclusion Screening should be performed monthly by Delegate and Downstream Entities for all their respective employees providing services pursuant to this Agreement \("Subject Employees"\).](#)

25. **Exclusions From Participation in Federal Programs.** [Should any Subject Employee be discovered to be excluded from participation in Federal Programs, Delegate must provide written notice to CCO within five \(5\) business days of Delegate or Downstream Entity becoming aware of such exclusion and such excluded Subject Employee shall be removed immediately from performing services pursuant to this Agreement.](#)

~~24.~~26. **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.

25.27. **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.

26.28. **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 ([defined as Downstream Entities in the CCO Contract](#)) 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](mailto: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's 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's 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: \_\_\_\_\_

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

**Authorizing the General Manager to )  
Execute a Managed Services Agreement )  
Between the Tillamook County )  
Transportation District and ProCredEx )**

**RESOLUTION NO. 24-18**

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

**WHEREAS**, TCTD and Columbia Pacific Coordinated Care Organization (CPCCO) recognize that such a brokerage arrangement for NEMT services has been established, operating as NW Rides (NWR); and

**WHEREAS**, under the Non-Emergent Medical Transportation Services Delegation Agreement there are requirements regarding oversight for Program Integrity as it relates to monitoring and compliance of all staff and vendors; and

**WHEREAS**, NWR desires to engage a subcontractor to provide the required Program Integrity for NEMT services; and

**WHEREAS**, NWR desires to engage in a managed services agreement with ProCredEx; and

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

The General Manager is authorized to enter into a managed services agreement with ProCredEx, a copy of which is attached hereto as Exhibit A, on behalf of the Tillamook County Transportation District and NW Rides.

INTRODUCED AND ADOPTED this 18<sup>th</sup> day of December 2024.

**ATTEST:**

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

By: \_\_\_\_\_  
Brian Vitulli, General Manager

## MANAGED SERVICES SPECIFIC TERMS

These terms and conditions apply to Managed Services (“Managed Services”) provided by ProCredEx in support of Member’s and Member’s Permitted Affiliates’ use of Exchange Services offered via the ProCredEx Platform (“Exchange Service”).

### 1. Definitions

**1.1. “Employees”** means employees, contactors, vendors, and other providers of services.

**1.2. “Exchange Credential Data”** means vendor and Employee credentialing and verification information and the associated data artifacts made available by and through the Exchange Service. This information may be provided by Member or sourced through Third-Party Vendors pursuant to the Third-Party Vendor Terms.

**1.3. “Exchange Member”** means Member and each other member that has entered into a Member Agreement with ProCredEx and is a currently-authorized user of the Exchange Service under such agreement.

### 2. Overview

ProCredEx Managed Services includes administrative tasks completed by the ProCredEx team that supports and enables transportation credentialing and compliance.

### 3. Exchange Credential Data

**3.1. Member Ownership of Exchange Credential Data.** As between Member and ProCredEx, the Exchange Credential Data provided by Member shall be solely owned by Member. ProCredEx shall receive only those rights to use the Exchange Credential Data expressly set forth in Section 3.2 below, other Exchange Members shall receive only those rights to use the Exchange Credential Data expressly set forth in Section 3.2 below and all other rights in and to Member’s Exchange Credential Data shall be retained by Member.

**3.2. ProCredEx License to Member’s Exchange Credential Data.** Member hereby grants to ProCredEx a limited, non-exclusive, royalty-free, non-sublicensable, and non-assignable (except in conjunction with ProCredEx’s Assignment of the Agreement pursuant to Section **Error! Reference source not found.** of the Membership Agreement) license to use, display, curate, reconfigure, and transfer to other users Member’s Exchange Credential Data to the extent necessary (and only to the extent necessary) to provide, operate, offer, distribute the Exchange Service via the ProCredEx Platform. ProCredEx shall not use Member’s Exchange Credential Data for any other purpose, or disclose Member’s Exchange Credential Data to any third party, without Member’s express prior written permission. Upon expiration or termination of the Service Term, the license granted by this Section 3.3 to use Member’s Exchange Credential Data shall terminate. The foregoing notwithstanding, Member acknowledges and understands that while such data will no longer be displayed in the Exchange Service, given the nature of the distributed ledger technology that underpins the Exchange Service, certain records relating to Member’s Exchange Credential Data transactions (if any) are immutably recorded and cannot be deleted.

**3.3. Other ProCredEx Members’ License to Member’s Exchange Credential Data.** Member hereby grants to each other ProCredEx Member the limited, non-exclusive, royalty-free, non-sublicensable, and non-assignable license to view Member’s Exchange Credential Data on the platform, and, if shared, to use the data solely for the purposes permitted by Section **Error! Reference source not found.**. Member retains full control over visibility and sharing of Member data to other ProCredEx Members.



**3.4. Member Right to Approve Display of Initial Exchange Credential Data** (the “Initial Data Approval Period”), ProCredEx shall not display or otherwise make available to other Members or other Exchange users the Exchange Credential Data uploaded by Member to the ProCredEx Platform until Member has expressly authorized ProCredEx to do so. Such authorization (i) shall be given by email or in such other written manner as agreed to by the parties and (ii) and may be given with respect to any clearly identifiable subset of Member Credential Data. The parties may shorten or extend the Initial Data Approval Period by written agreement (which may be in the form of an exchange of emails).

**4. Managed Services Requirements**

**4.1. Governing Authority Requirements.** The Managed Service shall support the creation and maintenance of a compliance transportation network delivering Medicaid NEMT services in the State of Oregon.

**5. Scope of Work**

**5.1. Covered Entities.** The Managed Services shall include the following organizations delivering NEMT services in the State of Oregon. On a quarterly basis, ProCredEx and Tillamook County Transportation Services will review the covered entities providing NEMT services in the State of Oregon. If a material changes in these numbers occur, ProCredEx and Tillamook County Transportation Services will review the terms outlined herein and make any necessary mutually-agreeable adjustments.

Transportation Broker (Tillamook County Transportation Services)	1
Transportation Providers (Affiliated with Tillamook County Transportation Services)	13
Drivers (Working with Tillamook County Transportation Services affiliated Transportation Providers)	100

**5.2. Credentialing Management.** ProCredEx will engage contracted TPs to collect and validate credentials to establish compliance in Tillamook County Transportation Services’ network. Credentialing management will include:

- Credentialing management program set-up, requirements gathering, management standards setting, and reporting
- Collecting credentials from TPs and reviewing them for completeness and accuracy
- Validating credentials in accordance with the standards set for Tillamook County Transportation Services’ network
- Ongoing maintenance and reporting
- Outreach to all TPs for ongoing credentials gathering and validation
- Program management to include operational assessments and reporting
- Unlimited support and report creation

**5.3. Digitization.** ProCredEx will digitize TPs legacy credentials during the network onboarding process. Digitization will include:

- Creating discrete data fields and legacy verification / validation data
- Processing credential images
- Categorizing credentials by type and participant
- Establishing initial credential manifests

## 6. Fees

	<b>County Wide Quote</b>	
Exchange Services Quote (Yearly)	\$	46,500.00
TransDev Platform Access		
TP Network Access		
Credential Mgmt		
Integrations		
Audits		
Reporting & Notifications		
Implementation Quote (One Time)	\$	29,000.00
Configuration		
TransDev Onboarding		
TP Network Onboarding		
Maintenance Quote (Yearly)	\$	2,000.00
Configuration Updates		
Client Success Support		
Follow-Up Training		
Digitization Quote (One Time)	\$	-
Convert Legacy Creds to Digital		
Stage Creds w/ TP Network		
<b>Total One Time</b>	\$	<b>29,000.00</b>
<b>Total Yearly</b>	\$	<b>48,500.00</b>

### 6.1. Fee Schedule Monthly Breakdown

	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26
<b>County Wide Support</b>	\$ 14,500.00	\$ 14,500.00	\$ 4,040.00	\$ 4,040.00	\$ 4,040.00	\$ 4,040.00	\$ 4,040.00	\$ 4,040.00	\$ 4,040.00	\$ 4,040.00	\$ 4,040.00	\$ 4,040.00	\$ 4,040.00

\*Monthly fees of \$4,040 continue for the length of the contract on net 30 terms including annual 3% escalation.

Each of the parties has caused a duly authorized representative to execute this Agreement on behalf of such party.

**MEMBER**

**PROFESSIONAL CREDENTIALS EXCHANGE, INC.**

\_\_\_\_\_  
(Formal Entity Name)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed Name)

Name: \_\_\_\_\_  
(Printed Name)

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

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_  
\_\_\_\_\_