

Tillamook County Transportation District
Board of Directors
Regular Monthly Meeting



Wednesday, November 19, 2025, at 5:30PM
Transportation Building
3600 Third Street, Tillamook, Oregon

Tillamook County Transportation District
BOARD OF DIRECTORS – REGULAR MONTHLY MEETING
Agenda: Wednesday, November 19, 2025 @ 5:30pm

To attend by phone, please dial: +1 (253) 215-8782 Meeting ID: 814 4875 2742
To attend virtually, please use this link: <https://us02web.zoom.us/j/81448752742>

REGULAR MEETING

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Announcements, Changes to Agenda, Agenda Approval
5. Public & Guest Comments
6. Executive Session: None
7. SDAO Board of Directors Training

STATE OF THE DISTRICT REPORT

8. Financial and Grant Reports (September) (Pgs. 1-21)
9. Service Performance Reports (September) (Pgs. 22-29)
10. Northwest Oregon Transit Alliance (Pgs. 30-32)
11. NW Rides Brokerage Report (October) (Pgs. 33-35)
12. General Manager Report (Pgs. 36-37)
 - 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 October 15, 2025, Regular Board Meeting (Pgs. 38-42)
15. Motion to Approve September 2025 Financial Statements
16. Motion to Authorize the General Manager to Execute 2026 CareOregon Non-Emergent Medical Transportation Services Delegation Agreement (Pgs. 43-116)
17. Motion to Authorize the General Manager to Execute Fire Alarm System Upgrade Quote with IconiPro Security & Alarms (Pgs. 117-119)
18. Motion to Approve TCTD 2026 Annual Board Meeting Schedule (Pg. 120)

ACTION ITEMS

19. Resolution 25-31 Authorizing the General Manager to Execute Amendment Number 1 to ODOT Grant Agreement Number 35607 (Pgs. 121-129)

DISCUSSION ITEMS

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

UPCOMING EVENTS

Tillamook County Transportation District

Normal Trial Balance

From 9/1/2025 Through 9/30/2025

<u>Account Code</u>	<u>Account Title</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
1001	General Checking Account #4558	236,679.76	
1006	Payroll Checking #5614		15,066.55
1009	NW RIDES ACCOUNT #8510	939,750.62	
1011	Prop. Mgmt. Checking #7071	16,070.54	
1012	NWOTA #4564	20,977.56	
1020	LGIP1020 #5879	991,966.03	
1030	LGIP1030 #5931	1,092,868.19	
1035	LGIP1035 #6518	119,535.58	
1040	Petty Cash	200.00	
Report Total		<u>3,418,048.28</u>	<u>15,066.55</u>
Report Difference		<u>3,402,981.73</u>	

B. A. [Signature]
11/18/2025

Tillamook County Transportation District
Financial Statement
01 - General Fund
From 9/1/2025 Through 9/30/2025

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	24%
Resources							
Working Capital	3500	0.00	100,604.67	0.00	1,207,256.00	(1,207,256.00)	0.00%
Fares	4000	38,013.50	10,841.67	67,219.99	130,100.00	(62,880.01)	51.66%
Contract Revenue	4020	0.00	25,806.42	0.00	309,677.00	(309,677.00)	0.00%
Property Tax	4100	0.00	105,488.42	11,122.96	1,265,861.00	(1,254,738.04)	0.87%
Past Years Property Tax	4110	0.00	1,054.83	3,407.06	12,658.00	(9,250.94)	26.91%
State Timber Revenue	4120	0.00	16,964.50	125,189.51	203,574.00	(78,384.49)	61.49%
Mass Transit State Payroll Tax	4130	0.00	9,359.25	46,322.19	112,311.00	(65,988.81)	41.24%
STIF Intercommunity	4136	130,937.00	0.00	130,937.00	0.00	130,937.00	0.00%
Capital Grants	4210	0.00	120,916.67	0.00	1,451,000.00	(1,451,000.00)	0.00%
Grants - FTA 5311	4220	0.00	64,538.92	0.00	774,467.00	(774,467.00)	0.00%
Grants - COVID	4221	0.00	8,333.33	0.00	100,000.00	(100,000.00)	0.00%
Grants - 5311 (f)	4240	0.00	245,556.67	0.00	2,946,680.00	(2,946,680.00)	0.00%
Grants - 5310	4245	0.00	8,943.58	0.00	107,323.00	(107,323.00)	0.00%
Grants - 5305	4246	31,596.00	15,000.00	31,596.00	180,000.00	(148,404.00)	17.55%
Miscellaneous Income	4400	0.00	1,133.42	166.60	13,601.00	(13,434.40)	1.22%
Sale of Assets - Income	4410	0.00	833.33	0.00	10,000.00	(10,000.00)	0.00%
Interest Income	4510	0.00	2,916.67	8,177.38	35,000.00	(26,822.62)	23.36%
Transfer from Capital Reserve	4914	0.00	0.00	0.00	(304,686.00)	304,686.00	0.00%
Transfer from Veh. Purch. Res.	4915	0.00	0.00	0.00	(42,225.00)	42,225.00	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	(69,762.33)	0.00	(837,148.00)	837,148.00	0.00%
Transfer from BW Res	4920	0.00	0.00	0.00	(18,140.00)	18,140.00	0.00%
Total Resources		<u>200,546.50</u>	<u>668,280.02</u>	<u>424,138.69</u>	<u>7,654,309.00</u>	<u>(7,230,170.31)</u>	<u>5.54%</u>
Expenses							

Tillamook County Transportation District
Financial Statement
01 - General Fund
From 9/1/2025 Through 9/30/2025

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	24%
Personnel Services							
Payroll: Administration	5010	81,763.92	47,570.25	168,099.80	570,843.00	402,743.20	29.44%
Payroll: Dispatch	5020	13,996.18	14,195.00	31,804.76	170,340.00	138,535.24	18.67%
Payroll: Drivers	5030	91,589.73	114,657.83	217,403.43	1,375,894.00	1,158,490.57	15.80%
Payroll: Maintenance	5040	20,499.37	15,999.00	42,677.91	191,988.00	149,310.09	22.22%
Payroll Expense	5050	15,452.50	25,014.83	38,643.09	300,178.00	261,534.91	12.87%
Payroll Healthcare	5051	31,020.57	35,576.08	100,393.77	426,913.00	326,519.23	23.51%
Payroll Retirement	5052	(523.31)	6,282.84	7,875.20	75,394.00	67,518.80	10.44%
Payroll Veba	5053	3,739.50	3,090.66	10,068.20	37,088.00	27,019.80	27.14%
Workers Compensation Ins.	5055	(24,155.26)	3,272.17	13,790.69	39,266.00	25,475.31	35.12%
Total Personnel Services		233,383.20	265,658.66	630,756.85	3,187,904.00	2,557,147.15	19.79%
Materials and Services							
Professional Services	5100	6,841.80	8,250.58	49,586.00	99,007.00	49,421.00	50.08%
Planning	5103	2,426.72	16,666.67	5,031.72	200,000.00	194,968.28	2.51%
Dues & Subscriptions	5120	151.98	2,242.08	2,413.96	26,905.00	24,491.04	8.97%
Office Equipment R&R	5140	0.00	141.33	0.00	1,696.00	1,696.00	0.00%
Computer R&M	5145	1,618.49	2,205.01	4,855.47	26,460.00	21,604.53	18.35%
Fees & Licenses	5150	53.98	4,046.08	5,075.25	48,553.00	43,477.75	10.45%
Insurance	5160	0.00	17,947.58	0.00	215,371.00	215,371.00	0.00%
Office Expense	5170	1,410.50	662.50	3,493.34	7,950.00	4,456.66	43.94%
Board Expense	5175	1,566.45	2,186.42	4,539.06	26,237.00	21,697.94	17.30%
Operational Expense	5180	3,748.24	3,230.84	8,761.22	38,770.00	30,008.78	22.59%
Drug & Alcohol Administration	5185	220.00	212.50	780.00	2,550.00	1,770.00	30.58%
Marketing	5190	2,066.93	1,958.33	3,881.96	23,500.00	19,618.04	16.51%
Telephone Expense	5210	1,351.01	1,194.17	4,085.09	14,330.00	10,244.91	28.50%
Travel & Training	5220	1,275.04	1,550.00	2,173.79	18,600.00	16,426.21	11.68%

Tillamook County Transportation District
Financial Statement
01 - General Fund
From 9/1/2025 Through 9/30/2025

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	24%
Vehicle Expense	5240	18,764.77	14,583.33	23,739.59	175,000.00	151,260.41	13.56%
Diesel & Gasoline Fuel	5245	25,936.10	19,166.67	61,525.40	230,000.00	168,474.60	26.75%
Propane Fuel	5247	0.00	2,500.00	0.00	30,000.00	30,000.00	0.00%
Postage	5260	171.98	100.00	355.66	1,200.00	844.34	29.63%
Member Mileage Reimbursement	5266	0.00	3,333.33	10,000.00	40,000.00	30,000.00	25.00%
Mgmt/Labor Recreation Fund	5270	6,042.73	509.92	6,042.73	6,119.00	76.27	98.75%
Transit Center Maint	5285	0.00	0.00	153.76	0.00	(153.76)	0.00%
Property Maint. & Repair	5340	209.00	0.00	428.00	0.00	(428.00)	0.00%
Operations Facility Maint.	5346	102.85	291.67	307.11	3,500.00	3,192.89	8.77%
Total Materials and Services		<u>73,958.57</u>	<u>102,979.01</u>	<u>197,229.11</u>	<u>1,235,748.00</u>	<u>1,038,518.89</u>	<u>15.96%</u>
Transfers							
Transfer to Property Mgmt	9110	0.00	0.00	0.00	82,789.00	82,789.00	0.00%
Transfer to Vehicle Reserve	9150	0.00	833.33	0.00	10,000.00	10,000.00	0.00%
Transfer to NWOTA Fund	9160	0.00	92,955.58	0.00	1,115,467.00	1,115,467.00	0.00%
Unappropriated Ending Fund Bal	9180	0.00	134,920.75	0.00	1,619,049.00	1,619,049.00	0.00%
Total Transfers		<u>0.00</u>	<u>228,709.66</u>	<u>0.00</u>	<u>2,827,305.00</u>	<u>2,827,305.00</u>	<u>0.00%</u>
Capital Outlay							
Capital Purchases							
Bus Replacement/Addition	6000	0.00	212,440.83	0.00	2,549,290.00	2,549,290.00	0.00%
Van Replacement/Addition	6010	0.00	14,955.00	0.00	179,460.00	179,460.00	0.00%
Computer Upgrade	6020	0.00	0.00	0.00	15,000.00	15,000.00	0.00%
Bus Stop Signage/Shelters	6040	0.00	0.00	0.00	10,000.00	10,000.00	0.00%
Other Capital Projects	6050	0.00	5,000.00	0.00	60,000.00	60,000.00	0.00%
Total Capital Purchases		<u>0.00</u>	<u>232,395.83</u>	<u>0.00</u>	<u>2,813,750.00</u>	<u>2,813,750.00</u>	<u>0.00%</u>
Total Capital Outlay		<u>0.00</u>	<u>232,395.83</u>	<u>0.00</u>	<u>2,813,750.00</u>	<u>2,813,750.00</u>	<u>0.00%</u>
Total Expenses		<u><u>307,341.77</u></u>	<u><u>829,743.16</u></u>	<u><u>827,985.96</u></u>	<u><u>10,064,707.00</u></u>	<u><u>9,236,721.04</u></u>	<u><u>8.23%</u></u>

Tillamook County Transportation District
Financial Statement
02 - Property Management Fund
From 9/1/2025 Through 9/30/2025

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	24%
Resources							
Working Capital	3500	0.00	3,750.00	0.00	45,000.00	(45,000.00)	0.00%
Lease Income	4900	0.00	2,100.00	0.00	25,200.00	(25,200.00)	0.00%
Lease Operational Exp Income	4910	0.00	900.00	0.00	10,800.00	(10,800.00)	0.00%
Transfer From General Fund	4911	0.00	(6,899.08)	0.00	(82,789.00)	82,789.00	0.00%
Transfer From Capital Improvem	4913	0.00	0.00	0.00	(125,000.00)	125,000.00	0.00%
Total Resources		<u>0.00</u>	<u>(149.08)</u>	<u>0.00</u>	<u>(126,789.00)</u>	<u>126,789.00</u>	<u>0.00%</u>
Expenses							
Materials and Services							
Professional Services	5100	0.00	166.67	0.00	2,000.00	2,000.00	0.00%
Transit Center Maint	5285	1,864.08	0.00	6,133.78	20,000.00	13,866.22	30.66%
Property Operating Expense	5300	1,717.34	6,500.00	5,928.65	78,000.00	72,071.35	7.60%
Property Maint. & Repair	5340	1,575.00	2,666.67	5,562.50	32,000.00	26,437.50	17.38%
Total Materials and Services		<u>5,156.42</u>	<u>9,333.34</u>	<u>17,624.93</u>	<u>132,000.00</u>	<u>114,375.07</u>	<u>13.35%</u>
Capital Outlay							
Debt Service							
OTIB TVC Loan 0071	5337	0.00	456.58	0.00	5,479.00	5,479.00	0.00%
OTIB Loan 0061	5338	13,155.22	2,192.50	13,155.22	26,310.00	13,154.78	50.00%
Total Debt Service		<u>13,155.22</u>	<u>2,649.08</u>	<u>13,155.22</u>	<u>31,789.00</u>	<u>18,633.78</u>	<u>41.38%</u>
Capital Purchases							
Building Repair & Renovation	5350	4,212.56	0.00	5,052.56	125,000.00	119,947.44	4.04%
Total Capital Purchases		<u>4,212.56</u>	<u>0.00</u>	<u>5,052.56</u>	<u>125,000.00</u>	<u>119,947.44</u>	<u>4.04%</u>
Total Capital Outlay		<u>17,367.78</u>	<u>2,649.08</u>	<u>18,207.78</u>	<u>156,789.00</u>	<u>138,581.22</u>	<u>11.61%</u>
Total Expenses		<u>22,524.20</u>	<u>11,982.42</u>	<u>35,832.71</u>	<u>288,789.00</u>	<u>252,956.29</u>	<u>12.41%</u>

Tillamook County Transportation District
Financial Statement
04 - Capital Reserve Fund
From 9/1/2025 Through 9/30/2025

		<u>Current Period Actual</u>	<u>Current Period Budget</u>	<u>Current Year Actual</u>	<u>Total Budget</u>	<u>Total Budget Variance</u>	<u>24%</u>
Resources							
Working Capital	3500	0.00	88,666.58	0.00	1,063,999.00	(1,063,999.00)	0.00%
Interest Income	4510	0.00	2,916.67	8,489.56	35,000.00	(26,510.44)	24.25%
Total Resources		<u>0.00</u>	<u>91,583.25</u>	<u>8,489.56</u>	<u>1,098,999.00</u>	<u>(1,090,509.44)</u>	<u>0.77%</u>
Expenses							
Transfers							
Transfer to General Fund	9130	0.00	0.00	0.00	125,000.00	125,000.00	0.00%
Transfer to GF Grant Match	9165	0.00	25,390.50	0.00	304,686.00	304,686.00	0.00%
Reserve for Future Expenditure	9175	0.00	55,776.08	0.00	669,313.00	669,313.00	0.00%
Total Transfers		<u>0.00</u>	<u>81,166.58</u>	<u>0.00</u>	<u>1,098,999.00</u>	<u>1,098,999.00</u>	<u>0.00%</u>
Total Expenses		<u>0.00</u>	<u>81,166.58</u>	<u>0.00</u>	<u>1,098,999.00</u>	<u>1,098,999.00</u>	<u>0.00%</u>

Tillamook County Transportation District
Financial Statement
05 - Vehicle Purchase Reserve Fund
From 9/1/2025 Through 9/30/2025

		<u>Current Period Actual</u>	<u>Current Period Budget</u>	<u>Current Year Actual</u>	<u>Total Budget</u>	<u>Total Budget Variance</u>	<u>24%</u>
Resources							
Working Capital	3500	0.00	3,102.08	0.00	37,225.00	(37,225.00)	0.00%
Transfer From General Fund	4911	0.00	(833.33)	0.00	(10,000.00)	10,000.00	0.00%
Total Resources		<u>0.00</u>	<u>2,268.75</u>	<u>0.00</u>	<u>27,225.00</u>	<u>(27,225.00)</u>	<u>0.00%</u>
Expenses							
Transfers							
Transfer to LGIP 5931	9100	0.00	0.00	0.00	42,225.00	42,225.00	0.00%
Reserve for Future Expenditure	9175	0.00	416.67	0.00	5,000.00	5,000.00	0.00%
Total Transfers		<u>0.00</u>	<u>416.67</u>	<u>0.00</u>	<u>47,225.00</u>	<u>47,225.00</u>	<u>0.00%</u>
Total Expenses		<u>0.00</u>	<u>416.67</u>	<u>0.00</u>	<u>47,225.00</u>	<u>47,225.00</u>	<u>0.00%</u>

Tillamook County Transportation District
Financial Statement
06 - Bus Wash Maintenance Reserve
From 9/1/2025 Through 9/30/2025

		<u>Current Period Actual</u>	<u>Current Period Budget</u>	<u>Current Year Actual</u>	<u>Total Budget</u>	<u>Total Budget Variance</u>	<u>24%</u>
Resources							
Working Capital	3500	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>
Expenses							
Transfers							
Transfer to General Fund	9130	0.00	0.00	0.00	18,140.00	18,140.00	0.00%
Reserve for Future Expenditure	9175	0.00	416.67	0.00	5,000.00	5,000.00	0.00%
Total Transfers		<u>0.00</u>	<u>416.67</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>416.67</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 9/1/2025 Through 9/30/2025

		<u>Current Period Actual</u>	<u>Current Period Budget</u>	<u>Current Year Actual</u>	<u>Total Budget</u>	<u>Total Budget Variance</u>	<u>24%</u>
Resources							
Working Capital	3500	0.00	6,666.67	0.00	80,000.00	(80,000.00)	0.00%
NWOTA Partner Cont. Match	4225	15,000.00	29,542.50	15,000.00	354,510.00	(339,510.00)	4.23%
Transfer From General Fund	4911	0.00	(92,955.58)	0.00	(1,115,467.00)	1,115,467.00	0.00%
Total Resources		<u>15,000.00</u>	<u>(56,746.41)</u>	<u>15,000.00</u>	<u>(680,957.00)</u>	<u>695,957.00</u>	<u>(2.20)%</u>
Expenses							
Materials and Services							
Professional Services	5100	0.00	333.33	0.00	4,000.00	4,000.00	0.00%
Administrative Support	5101	3,485.00	2,083.33	3,485.00	25,000.00	21,515.00	13.94%
Website Maintenance	5102	1,225.00	3,333.33	2,450.00	40,000.00	37,550.00	6.12%
Marketing	5190	0.00	416.67	0.00	5,000.00	5,000.00	0.00%
Travel & Training	5220	0.00	0.00	0.00	1,000.00	1,000.00	0.00%
Total Materials and Services		<u>4,710.00</u>	<u>6,166.66</u>	<u>5,935.00</u>	<u>75,000.00</u>	<u>69,065.00</u>	<u>7.91%</u>
Transfers							
Transfer to General Fund	9130	0.00	250.00	0.00	3,000.00	3,000.00	0.00%
Unappropriated Ending Fund Bal	9180	0.00	29,709.17	0.00	356,510.00	356,510.00	0.00%
Total Transfers		<u>0.00</u>	<u>29,959.17</u>	<u>0.00</u>	<u>359,510.00</u>	<u>359,510.00</u>	<u>0.00%</u>
Capital Outlay							
Capital Purchases							
Bus Stop Signage/Shelters	6040	0.00	92,955.58	0.00	1,115,467.00	1,115,467.00	0.00%
Total Capital Purchases		<u>0.00</u>	<u>92,955.58</u>	<u>0.00</u>	<u>1,115,467.00</u>	<u>1,115,467.00</u>	<u>0.00%</u>
Total Capital Outlay		<u>0.00</u>	<u>92,955.58</u>	<u>0.00</u>	<u>1,115,467.00</u>	<u>1,115,467.00</u>	<u>0.00%</u>
Total Expenses		<u>4,710.00</u>	<u>129,081.41</u>	<u>5,935.00</u>	<u>1,549,977.00</u>	<u>1,544,042.00</u>	<u>0.38%</u>

Tillamook County Transportation District
Financial Statement
09 - NW RIDES ACCOUNT
From 9/1/2025 Through 9/30/2025

		<u>Current Period Actual</u>	<u>Current Period Budget</u>	<u>Current Year Actual</u>	<u>Total Budget</u>	<u>Total Budget Variance</u>	<u>24%</u>
Resources							
Working Capital	3500	0.00	74,000.00	0.00	888,000.00	(888,000.00)	0.00%
NWR Revenue	4026	0.00	425,000.00	951,697.35	5,100,000.00	(4,148,302.65)	18.66%
NWR Reserve	4027	0.00	38,333.33	0.00	460,000.00	(460,000.00)	0.00%
Total Resources		<u>0.00</u>	<u>537,333.33</u>	<u>951,697.35</u>	<u>6,448,000.00</u>	<u>(5,496,302.65)</u>	<u>14.76%</u>
Expenses							
Personnel Services							
Payroll: Administration	5010	32,847.47	46,258.33	98,725.78	555,100.00	456,374.22	17.78%
Payroll: Indirect	5041	550.64	1,310.83	2,202.56	15,730.00	13,527.44	14.00%
Payroll Expense	5050	2,617.31	6,013.58	8,179.21	72,163.00	63,983.79	11.33%
Payroll Healthcare	5051	9,226.58	7,381.50	32,151.74	88,578.00	56,426.26	36.29%
Payroll Retirement	5052	3,712.90	1,051.42	8,790.69	12,617.00	3,826.31	69.67%
Payroll Veba	5053	1,439.00	1,450.00	4,237.64	17,400.00	13,162.36	24.35%
Workers Compensation Ins.	5055	0.00	34.33	0.00	412.00	412.00	0.00%
Total Personnel Services		<u>50,393.90</u>	<u>63,499.99</u>	<u>154,287.62</u>	<u>762,000.00</u>	<u>607,712.38</u>	<u>20.25%</u>
Materials and Services							
Professional Services	5100	4,096.60	3,105.75	12,176.60	37,269.00	25,092.40	32.67%
Office Equipment R&R	5140	0.00	166.00	0.00	1,992.00	1,992.00	0.00%
Computer R&M	5145	2,207.64	4,053.17	6,622.92	48,638.00	42,015.08	13.61%
Fees & Licenses	5150	1,500.00	5,000.00	1,500.00	60,000.00	58,500.00	2.50%
Insurance	5160	0.00	682.00	0.00	8,184.00	8,184.00	0.00%
Office Expense	5170	239.90	416.67	997.73	5,000.00	4,002.27	19.95%
Operational Expense	5180	45.00	583.33	214.71	7,000.00	6,785.29	3.06%
Telephone Expense	5210	1,652.81	2,002.33	5,116.55	24,028.00	18,911.45	21.29%
Travel & Training	5220	0.00	750.00	0.00	9,000.00	9,000.00	0.00%

Tillamook County Transportation District
Financial Statement
09 - NW RIDES ACCOUNT
From 9/1/2025 Through 9/30/2025

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	24%
Postage	5260	0.00	20.83	0.00	250.00	250.00	0.00%
Purchased Transportation	5265	322,698.40	295,149.58	1,014,587.16	3,541,795.00	2,527,207.84	28.64%
Member Mileage Reimbursement	5266	0.00	25,000.00	91,794.00	300,000.00	208,206.00	30.59%
Volunteer Mileage Reimburse	5267	15,610.60	29,750.00	105,509.10	357,000.00	251,490.90	29.55%
Office Rent	5281	0.00	2,100.00	0.00	25,200.00	25,200.00	0.00%
Property Operating Expense	5300	0.00	900.00	0.00	10,800.00	10,800.00	0.00%
Total Materials and Services		<u>348,050.95</u>	<u>369,679.66</u>	<u>1,238,518.77</u>	<u>4,436,156.00</u>	<u>3,197,637.23</u>	<u>27.92%</u>
Transfers							
Reserve for Future Expenditure	9175	0.00	35,666.67	0.00	428,000.00	428,000.00	0.00%
Unappropriated Ending Fund Bal	9180	0.00	68,487.00	0.00	821,844.00	821,844.00	0.00%
Total Transfers		<u>0.00</u>	<u>104,153.67</u>	<u>0.00</u>	<u>1,249,844.00</u>	<u>1,249,844.00</u>	<u>0.00%</u>
Total Expenses		<u><u>398,444.85</u></u>	<u><u>537,333.32</u></u>	<u><u>1,392,806.39</u></u>	<u><u>6,448,000.00</u></u>	<u><u>5,055,193.61</u></u>	<u><u>21.60%</u></u>

Tillamook County Transportation District

Financial Statement

10 - STIF

From 9/1/2025 Through 9/30/2025

		<u>Current Period Actual</u>	<u>Current Period Budget</u>	<u>Current Year Actual</u>	<u>Total Budget</u>	<u>Total Budget Variance</u>	<u>24%</u>
Resources							
Working Capital	3500	0.00	62,079.17	0.00	744,950.00	(744,950.00)	0.00%
STIF Payroll Formula	4134	0.00	0.00	94,198.00	406,337.00	(312,139.00)	23.18%
STIF Population Formula	4135	0.00	6,890.58	21,827.00	82,687.00	(60,860.00)	26.39%
STIF Intercommunity	4136	0.00	20,533.33	0.00	246,400.00	(246,400.00)	0.00%
STIF Discretionary	4137	0.00	0.00	0.00	71,997.00	(71,997.00)	0.00%
Interest Income	4510	0.00	0.00	791.38	5,000.00	(4,208.62)	15.82%
Total Resources		<u>0.00</u>	<u>89,503.08</u>	<u>116,816.38</u>	<u>1,557,371.00</u>	<u>(1,440,554.62)</u>	<u>7.50%</u>
Expenses							
Special Payments							
STIF Payments to Recipients	5200	0.00	0.00	0.00	24,927.00	24,927.00	0.00%
STIF Payments to Recipients	5201	0.00	400.00	0.00	4,800.00	4,800.00	0.00%
Total Special Payments		<u>0.00</u>	<u>400.00</u>	<u>0.00</u>	<u>29,727.00</u>	<u>29,727.00</u>	<u>0.00%</u>
Transfers							
Transfer to General Fund	9130	0.00	69,762.33	0.00	837,148.00	837,148.00	0.00%
Reserve for Future Expenditure	9175	0.00	16,666.67	0.00	200,000.00	200,000.00	0.00%
Unappropriated Ending Fund Bal	9180	0.00	40,874.67	0.00	490,496.00	490,496.00	0.00%
Total Transfers		<u>0.00</u>	<u>127,303.67</u>	<u>0.00</u>	<u>1,527,644.00</u>	<u>1,527,644.00</u>	<u>0.00%</u>
Total Expenses		<u>0.00</u>	<u>127,703.67</u>	<u>0.00</u>	<u>1,557,371.00</u>	<u>1,557,371.00</u>	<u>0.00%</u>

Tillamook County Transportation District
 Check/Voucher Register
 1001 - General Checking Account #4558
 From 9/1/2025 Through 9/30/2025

Docum... Number	Document Date	Transaction Amount	Payee	Transaction Description
19400	9/8/2025	4,158.00	Miller Nash LLP	ATU Legal Services
19401	9/8/2025	653.81	ASTOUND	Phone Service 7/27-8/26/2025
19402	9/8/2025	585.00	Burden's Muffler & Towing	Tow Bus #206 Lincoln City to Shop
19403	9/8/2025	8,603.42	CARSON OIL CO INC	Fuel 8/16-8/31/2025
19404	9/8/2025	1.36	CENTURYLINK	Local Fax 7/21-8/20/2025
19405	9/8/2025	66.46	CRYSTAL AND SIERRA SPRINGS	Water Service 7/27-8/29/2025
19406	9/8/2025	119.99	Les Schwab Tire Center	POA AUGUST 2025
19407	9/8/2025	115.00	MIKE REED	DOT Medical Card
19408	9/8/2025	699.68	DAVISON AUTO PARTS, INC.	POA #28177 AUGUST 2025
19409	9/8/2025	186.70	Pacific Office Automation	NWR/TCTD Copier Usage 7/9-8/9/2025
19410	9/8/2025	178.22	PREMIER TRUCK GROUP	POA AUGUST 2025
19411	9/8/2025	400.80	VERIZON	Tablet Service 7/27-8/26/2025
19412	9/17/2025	100.00	BIO-MED TESTING SERVICE, INC.	Post Accident Test
19413	9/17/2025	600.00	CINTAS	POA #19858580 8.25
19414	9/17/2025	463.10	COUNTRY MEDIA	POA #4212/Fair Ad - Finance Supervisor Ad
19415	9/17/2025	1,782.50	JORDAN RAMIS, PC	Bus Stop Improvement 35084/Policy 19 revisions
19416	9/17/2025	194.72	Pacific Office Automation	NWR/TCTD Copier Usage
19417	9/17/2025	90.00	COUNTRY MEDIA	Headlight Subscription
19418	9/17/2025	193.19	Fred Meyer Customer Charges	POA #56793 9.25
19419	9/17/2025	475.54	GenXsys Solutions, LLC	10/2025 SErver Storage Virus Plan
19419	9/17/2025	2,142.90	GenXsys Solutions, LLC	10/2025 Managed Service Fund
19420	9/17/2025	30.00	City of Salem	OTA Meeting Parking Ticket
19421	9/17/2025	300.00	Tillamook Swiss Society	ATU Picnic Rental
19423	9/24/2025	1,725.00	KITTELSON & ASSOCIATES, INC.	TCTD Cost Allocation and PM Review
19423	9/24/2025	880.00	KITTELSON & ASSOCIATES, INC.	TCTD Rider Survey
19424	9/24/2025	50.00	David McCall	Board Meeting 9/17/2025
19425	9/24/2025	50.00	Eric Sappington	Board Meeting 9/17/25
19426	9/24/2025	3,500.00	Garibaldi Portside Bistro	ATU Picnic Catering
19427	9/24/2025	50.00	Gary A. Hanenkrat	Board Meeting 9/17/25
19428	9/24/2025	697.20	INNOVA LEGAL ADVISORS	ATU Legal Fees
19429	9/24/2025	50.00	Jonathan Bean	Board Meeting 9/17/25
19430	9/24/2025	50.00	Marni Johnston	Board Meeting 9/17/25
19431	9/24/2025	50.00	Nan Devlin	Board Meeting 9/17/25
19432	9/24/2025	687.80	TYLER HELLNER	ATU Picnic
19433	9/24/2025	50.00	VERN RESSLER	Board Meeting 9/17/25
19434	9/30/2025	946.32	PACIFIC SOURCE	AP PACIFIC SOURCE 9.2025
19436	9/30/2025	1,588.50	MUTUAL OF OMAHA	LIFE/STD/LTD BENEFITS SEPT 2025
19437	9/30/2025	40,802.00	SPECIAL DISTRICTS INS. SERVICE	AP BENEFITS SEPT 2025
19484	9/30/2025	760.92	ATU LOCAL #757	ATU DUES 9.2025
19486	9/30/2025	5,178.50	HRA VEBA TRUST	HRA VEBA 9.2025
ACH 08.2025	9/30/2025	3,826.16	Elan Financial Services	Umpqua 7/26-8/25/2025
ACH 09.2025	9/30/2025	2,890.06	Elan Financial Services	Umpqua 8/26-9/24/2025
Report Total		85,972.85		

Tillamook County Transportation District
 Check/Voucher Register
 1009 - NW RIDES ACCOUNT #8510
 From 9/1/2025 Through 9/30/2025

Docum... Number	Document Date	Transaction Amount	Payee	Transaction Description
4716	9/8/2025	1,451.74	ASTOUND	Phone Service 7/27-8/26/2025
4717	9/8/2025	1.37	CENTURYLINK	Local Fax 7/21-8/20/2025
4718	9/8/2025	66.45	CRYSTAL AND SIERRA SPRINGS	Water Service 7/27-8/29/2025
4719	9/8/2025	2,771.80	JANNA SMITH	Volunteer MR August 2025
4720	9/8/2025	1,232.80	JOY WINKELHAKE	Volunteer MR August 2025
4721	9/8/2025	4,440.30	KANDIS LIDAY	Volunteer MR August 2025
4722	9/8/2025	45.00	Oregon State Police	NWR Background Check
4723	9/8/2025	76.27	Pacific Office Automation	NWR/TCTD Copier Usage 7/9-8/9/2025
4724	9/8/2025	4,040.00	Essential Credential Exchange	NWR Compliance Co.
4725	9/8/2025	4,018.40	SEAN REKART	Volunteer MR August 2025
4726	9/8/2025	1,794.00	Taryanne Rahmaan	NWR Client MR July/August 2025
4727	9/8/2025	389.20	WILLIAM NERENBERG	Volunteer MR August 2025
4728	9/17/2025	32.51	Pacific Office Automation	NWR/TCTD Copier Usage
4729	9/17/2025	1,500.00	ECOLANE USA, INC.	NWR Annual Fee SMS
4730	9/17/2025	875.00	GenXsys Solutions, LLC	10/2025 NWR Computer Support Services
4730	9/17/2025	475.54	GenXsys Solutions, LLC	10/2025 SErver Storage Virus Plan
4730	9/17/2025	857.10	GenXsys Solutions, LLC	10/2025 Managed Service Fund
4731	9/17/2025	2,483.00	AAA RIDE ASSIST	7/27-7/31/2025
4731	9/17/2025	4,308.50	AAA RIDE ASSIST	8/1 - 8/9/2025
4731	9/17/2025	3,248.00	AAA RIDE ASSIST	8/10-8/16/2025
4731	9/17/2025	2,976.00	AAA RIDE ASSIST	8/17-8/23/2025
4731	9/17/2025	2,960.50	AAA RIDE ASSIST	8/24-8/31/2025
4732	9/17/2025	10,967.50	COLUMBIA MEDICAL	7/13-7/19/2025
4732	9/17/2025	10,742.50	COLUMBIA MEDICAL	7/20-7/26/2025
4732	9/17/2025	7,930.00	COLUMBIA MEDICAL	7/27-7/31/2025
4732	9/17/2025	11,052.50	COLUMBIA MEDICAL	8/1-8/9/2025
4732	9/17/2025	10,022.50	COLUMBIA MEDICAL	8/10-8/16/2025
4732	9/17/2025	10,322.50	COLUMBIA MEDICAL	8/17-8/23/2025
4732	9/17/2025	11,837.50	COLUMBIA MEDICAL	8/24-8/31/2025
4733	9/17/2025	5,602.00	COLUMBIA COUNTY RIDER	JULY 2025
4733	9/17/2025	5,533.50	COLUMBIA COUNTY RIDER	AUGUST 2025
4734	9/17/2025	6,210.25	DIRECT MEDICAL TRANSPORTATION	7/21-7/26/2025
4734	9/17/2025	5,345.00	DIRECT MEDICAL TRANSPORTATION	7/27-7/31/2025
4734	9/17/2025	6,593.00	DIRECT MEDICAL TRANSPORTATION	8/1-8/10/2025
4734	9/17/2025	3,932.50	DIRECT MEDICAL TRANSPORTATION	8/11-8/16/2025
4734	9/17/2025	3,749.00	DIRECT MEDICAL TRANSPORTATION	8/17-8/23/2025
4734	9/17/2025	5,843.50	DIRECT MEDICAL TRANSPORTATION	8/24-8/31/2025
4735	9/17/2025	8,079.00	K & M MEDIVAN	7/1-7/6/2025
4735	9/17/2025	12,591.50	K & M MEDIVAN	7/14-7/20/2025
4735	9/17/2025	11,814.00	K & M MEDIVAN	7/21-7/27/2025
4735	9/17/2025	7,696.50	K & M MEDIVAN	7/28-7/31/2025
4735	9/17/2025	11,797.50	K & M MEDIVAN	7/7-7/13/2025
4735	9/17/2025	12,466.50	K & M MEDIVAN	8/1-8/10/2025
4735	9/17/2025	12,671.00	K & M MEDIVAN	8/11-8/17/2025
4735	9/17/2025	8,817.50	K & M MEDIVAN	8/18-8/24/2025
4736	9/17/2025	9,377.50	MEDIX AMBULANCE	7/20-7/26/2025
4736	9/17/2025	3,808.00	MEDIX AMBULANCE	7/27-7/31/2025
4736	9/17/2025	2,559.50	MEDIX AMBULANCE	8/1-8/2/2025
4736	9/17/2025	5,961.50	MEDIX AMBULANCE	8/10-8/16/2025
4736	9/17/2025	7,010.00	MEDIX AMBULANCE	8/17-8/23/2025

Tillamook County Transportation District
 Check/Voucher Register
 1009 - NW RIDES ACCOUNT #8510
 From 9/1/2025 Through 9/30/2025

Docum... Number	Document Date	Transaction Amount	Payee	Transaction Description
4736	9/17/2025	7,917.00	MEDIX AMBULANCE	8/3-8/9/2025
4737	9/17/2025	13,977.50	METRO WEST	7/1-7/31/2025
4737	9/17/2025	11,083.50	METRO WEST	8/1-8/31/2025
4738	9/17/2025	26,402.00	QUICK CAB LLC	8/1-8/31/2025
4738	9/17/2025	27,415.50	QUICK CAB LLC	7/1-7/31/2025
4739	9/17/2025	30,557.55	Ride Connection Bridge	7/1-7/25/2025
4739	9/17/2025	7,888.40	Ride Connection Bridge	7/26-7/31/2025
4739	9/17/2025	8,780.75	Ride Connection Bridge	8/1-8/8/2025
4739	9/17/2025	6,203.45	Ride Connection Bridge	8/9-8/15/2025
4740	9/17/2025	25,197.40	RYANS TRANSPORTATION SERVICE	7/20-7/26/2025
4740	9/17/2025	19,562.00	RYANS TRANSPORTATION SERVICE	7/27-7/31/2025
4740	9/17/2025	4,126.00	RYANS TRANSPORTATION SERVICE	8/1-8/2/2025
4740	9/17/2025	23,499.80	RYANS TRANSPORTATION SERVICE	RT 8/10-8/16/2025
4740	9/17/2025	23,525.80	RYANS TRANSPORTATION SERVICE	8/17-8/23/2025
4740	9/17/2025	24,471.20	RYANS TRANSPORTATION SERVICE	8/24-8/30/2025
4740	9/17/2025	24,401.00	RYANS TRANSPORTATION SERVICE	8/3-8/9/2025
4741	9/17/2025	192.00	SUNSET EMPIRE TRANSIT	JULY 2025
4742	9/17/2025	137.65	WILLAMETTE VALLEY TRANSPORT	AUGUST 2025
4743	9/24/2025	254.00	MEDIX AMBULANCE	NWR Aug. 2025 After Hour Phone Service
4744	9/24/2025	12.53	Linguava Interpreters	NWR Interpreter Services
4744	9/24/2025	21.48	Linguava Interpreters	NWR Interpreter Services
Report Total		556,003.74		

Tillamook County Transportation District
Check/Voucher Register
1011 - Prop. Mgmt. Checking #7071
From 8/1/2025 Through 8/31/2025

<u>Docum... Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
4780	8/8/2025	1,575.00	CHRISSEY'S CLEANING SERVICE	Admin. Janitorial July 2025
4781	8/8/2025	38.61	Rosenberg Builders Supply	POA #58615 July 2025
4782	8/14/2025	74.00	American Backflow & Plumbing	Backflow Test
4783	8/14/2025	194.78	City Of Tillamook	Admin Water 7/1-7/31/2025
4784	8/14/2025	77.00	City Of Tillamook	TVC Water 7/1-7/31/2025
4785	8/14/2025	190.10	City Sanitary Service	Cardboard Recycling/Rent 1.5 YD 1XW July 2025
4786	8/14/2025	1,451.00	Marie Mills Center, Inc	TVC Janitorial Services July 2025
4786	8/14/2025	55.39	Marie Mills Center, Inc	TVC Janitorial Supplies July 2025
4786	8/14/2025	639.00	Marie Mills Center, Inc	Admin. Janitorial Ser. July 2025
4786	8/14/2025	138.88	Marie Mills Center, Inc	Admin. Janitorial Supplies July 2025
4787	8/27/2025	840.00	JNB MECHANICAL, INC.	Quarterly Maintenance
4788	8/27/2025	617.41	Tillamook PUD	Admin Electric 7/12-8/12/2025
4788	8/27/2025	123.04	Tillamook PUD	TVC Electric 7/12-8/12/2025
Report Total		<u>6,014.21</u>		

Tillamook County Transportation District
 Check/Voucher Register
 1012 - NWOTA #4564
 From 8/1/2025 Through 8/31/2025

<u>Docum... Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
3009	8/8/2025	4,801.49	Columbia Pacific Economic	Q4 - 23/24 NWOTA Admin
3009	8/8/2025	4,841.52	Columbia Pacific Economic	Q1 - 24/25 NWOTA Admin
3009	8/8/2025	5,652.80	Columbia Pacific Economic	Q2 - 24/25 NWOTA Admin
3009	8/8/2025	6,288.99	Columbia Pacific Economic	Q3 - 24/25 NWOTA Admin
3009	8/8/2025	6,624.68	Columbia Pacific Economic	Q4 24/25 NWOTA Admin Services
Report Total		<u>28,209.48</u>		



August 2025 Statement

Open Date: 07/26/2025 Closing Date: 08/25/2025

Page 1 of 4

Account: 4798 5100 5350 7790

Visa® Company Card with Rewards

Elan Financial Services

1-866-552-8855

BUS 30 ELN

15

TILLAMOOK CNTY TRANS (CPN 001469460)

New Balance	\$3,826.16
Minimum Payment Due	\$39.00
Payment Due Date	09/22/2025

Reward Points	
Earned This Statement	4,184
Reward Center Balance	163,946
as of 08/24/2025	
For details, see your rewards summary.	

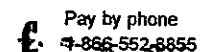
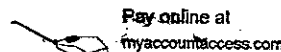
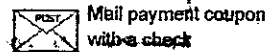
Activity Summary		
Previous Balance	+	\$3,470.90
Payments	-	\$3,470.90CR
Other Credits	-	\$63.96CR
Purchases	+	\$3,954.93
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged	-	\$41.00CR
Interest Charged	-	\$23.81CR
New Balance	=	\$3,826.16 ✓
Past Due		\$0.00
Minimum Payment Due		\$39.00
Credit Line		\$10,000.00
Available Credit		\$6,173.84
Days in Billing Period		31

Pd 9/19/25 Conf # 250919
 \$ 382.16 Tillamook County 1235
 Transportation District 409

SEP 03 2025

Account 163
 Account _____
 Approval _____

Payment Options:



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



0047985100535077900000039000003826167

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

- to pay by phone
- to change your address

Account Number	4798 5100 5350 7790
Payment Due Date	9/22/2025
New Balance	\$3,826.16
Minimum Payment Due	\$39.00

Amount Enclosed \$ _____

Elan Financial Services

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



000008059 MUSB20DD082625104849 01 00000000 045645 003

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

000008059 21471 0001-0003 DUSB20DD082625104849 001 00045645 UB293SCME

Account Number	00022204558
Settlement Period Ends	August 2025
Statement Date	September 12, 2025
	Page 2 of 4

Results Summary**Analyzed Results**

Earnings Credit at 0.20% of Investable Balance	\$350.92
Less Total Analyzed Fees	\$752.70
Net Analyzed Results	<u>(\$401.78)</u>
Results Transferred In	
Total Analyzed Results	<u>(\$401.78)</u>
The Total Deficit Analyzed Result of \$401.78 will be Charged to Account 09835004558 on 09/22/25.	

Visa Detail Report: FY26 9.1.2025 – 9.30.2025

UMPQUA BANK: CLOSING DATE 09/24/2025			
Date	Vendor	Description of Transaction	Amount
CATHY BOND			
08/28/25	Stamps.com	Postage	\$50.00
09/02/25	Fieldprint	NWR Background Check	\$12.50
09/02/25	Stamps.com	NWR Postage Membership Fees	\$10.99
09/03/25	Onstar Services	Membership Fee - Shop Truck	\$15.00
09/03/25	Fieldprint	TCTD Background Check	\$12.50
09/15/25	Stamps.com	TCTD Postage Membership Fees	\$30.99
09/17/25	Onstar Services	Membership Fee-Shop Truck Wi Fi	\$11.99
09/19/25	Stamps.com	Postage	\$50.00
09/22/25	Iron Mountain	Office Shredder	\$190.88
09/23/25	Adobe Inc	Office Software	\$171.96
			\$556.81
BRIAN VITULLI			
08/26/25	Ike Box	Travel Meal - Testify for Oregon Legislature	\$8.50
08/26/25	Salem Parking Meters	Travel Parking - Testify for Oregon Legislature	\$4.65
08/27/25	Jersey Mikes	Travel Meal - Testify for Oregon Legislature	\$21.84
09/10/25	Salem Parking Meters	Travel Parking - OTA Board Meeting	\$3.50
09/10/25	The Governor's Cup	Travel Meal - OTA Board Meeting	\$12.60
09/10/25	Capitol Coffee & Deli	Travel Meal - OTA Board Meeting	\$7.75
09/11/25	Los Toreros	Travel Meal - OTA Board Meeting	\$24.65
09/15/25	Safeway	NWOTA Meal	\$29.97
09/15/25	Werner Beef Brew	NWOTA Meal	\$140.93
09/19/25	La Mexicana Restaurant	Board Meeting Meal	\$72.42
09/19/25	Oregon Transit Association	Oregon Public Transportation Conf. Registration	\$575.00
09/23/25	Public Coast Brewery	Travel Meal - ColPac EDD Housing Summit	\$55.25
09/23/25	Driftwood Restaurant	Travel Meal - ColPac EDD Housing Summit	\$50.07
			\$1,007.13
MIKE REED			
08/29/25	Safeway	Travel Meal - Complaint to Conclusion Training	\$25.26
08/29/25	Chevron	Travel Mileage - Complaint to Conclusion Training	\$40.05
09/05/25	ODOT DMV	Operation - Medical Qualification Print Fee	\$3.00
09/09/25	Ecogaurd Pest	Facility Maintenance	\$92.00
09/15/25	Chick-fil-a	Operation - Working Lunch	\$23.88
09/22/25	Safeway	Operation - Employee Appreciation	\$20.00
09/22/25	Vistaprint	Marketing - Brochures	\$1,121.93
			\$1,326.12
Grand Total Due			\$2,890.06
DATE			

APPROVAL

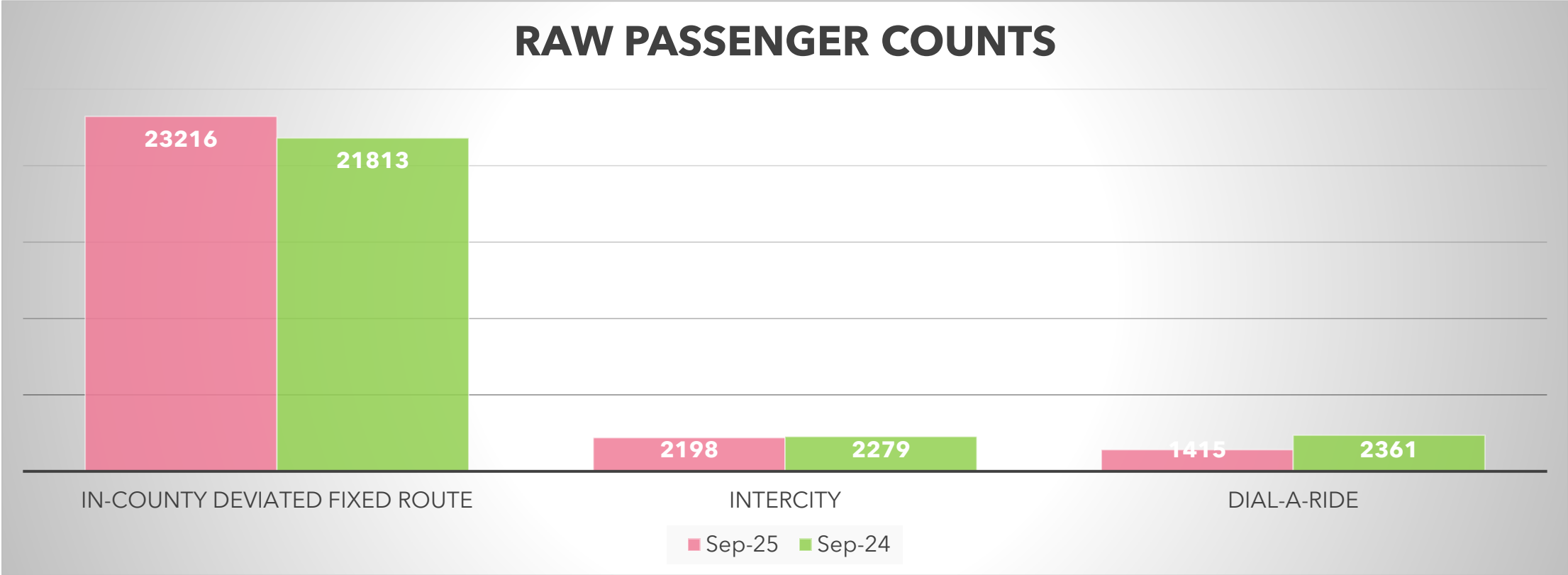
FRED MEYER CARD CHARGES - 9/16-10/15/2025

Date	Description of Transaction	Amount
	CARD #3 - KERI BROWN, ADMIN ASSISTANT	
09/16/25	Transit Center - Coffee	\$ 39.21
09/16/25	Operation Expense - Training Room Snacks	\$ 47.95
09/16/25	Board Expense - Pop	\$ 26.78
	01-001-5175-999-00	\$ 26.78
	01-001-5180-999-00	\$ 87.16
	Total	\$ 113.94
	Grand Total	\$ 113.94
DATE	APPROVAL	

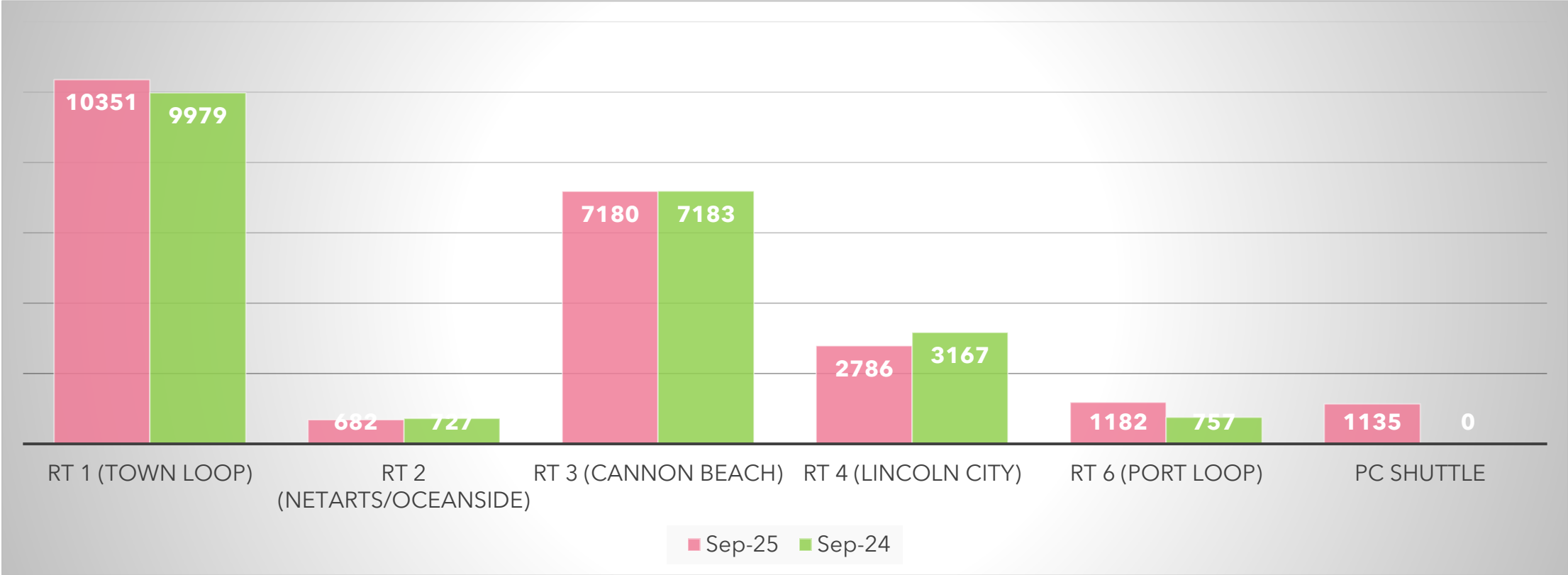
TCTD Operations
Statistics &
Performance
September 2025



YTD COMPS BY SERVICE TYPE

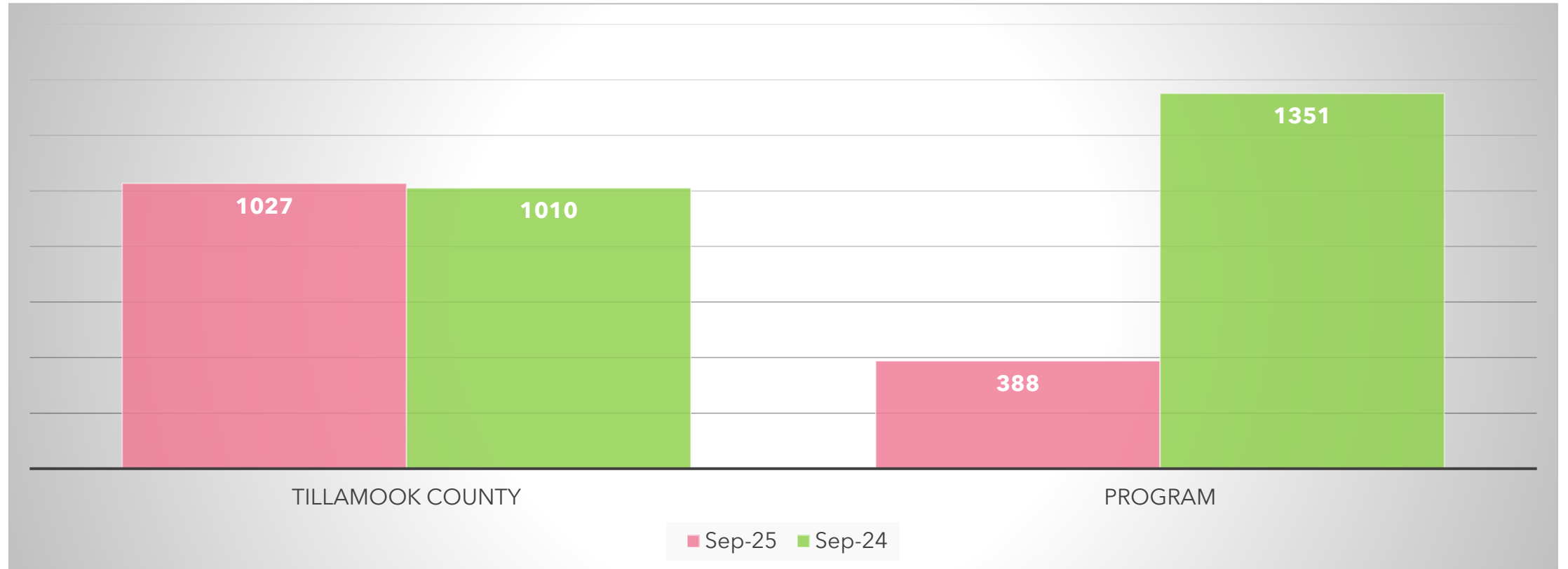


IN-COUNTY RIDERSHIP BY ROUTE YTD COMPS

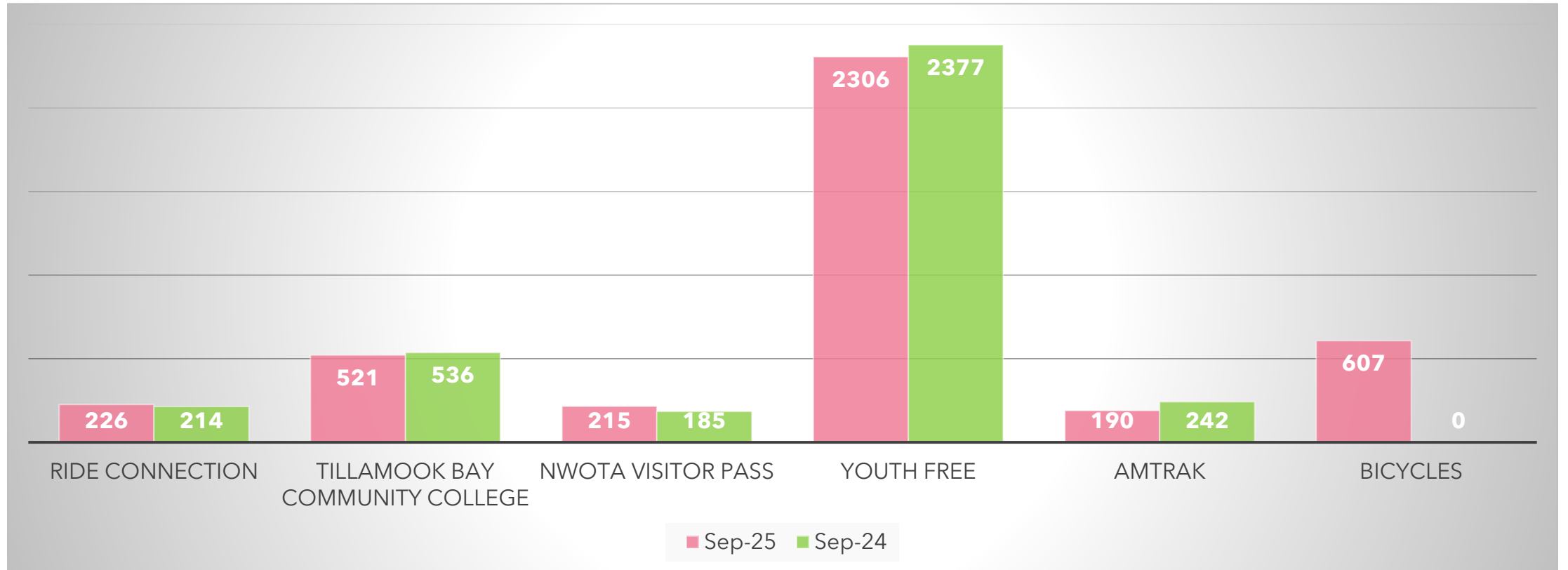


DAR RIDERSHIP BY SERVICE TYPE

YTD COMPS



PASSENGER CATEGORIES YTD COMPS



Tillamook County Transportation District

MONTHLY PERFORMANCE REPORT

September 2025

RIDERSHIP BY SERVICE TYPE

	Sept 2025	Sept 2024	YTD FY 25-26	YTD FY 24-25	YTD % Change
<u>Dial-A-Ride Service</u>					
Tillamook County Program	314	307	1,027	1,010	1.7%
Dial-A-Ride Total	471	704	1,415	2,361	-40.1%

Deviated Fixed Route Service

Rt 1: Town Loop	3,354	2,870	10,351	9,979	3.7%
Rt 2: Netarts/Oceanside	210	209	682	727	-6.2%
Rt 3: Manzanita/Cannon Beach	2,320	2,152	7,180	7,183	0.0%
Rt 4: Lincoln City	853	1,008	2,786	3,167	-12.0%
Rt 6: Port of Tillamook Bay Loop	368	226	1,082	757	42.9%
Pacific City Free Shuttle	46	0	1,135	0	100.0%
Local Fixed Rt Total	7,151	6,465	23,216	21,813	6.4%

Intercity Service

Rt 5: Portland	639		2,198	2,279	-3.6%
Inter City Total	639	0	2,198	2,279	-3.6%

TOTAL ALL SERVICES	8,261	7,169	26,829	26,453	1.4%
---------------------------	--------------	--------------	---------------	---------------	-------------

ONE-WAY TRIPS BY USER GROUP (Allocated)					
	Fixed		YTD	YTD	YTD %
USER GROUP	Route	DAR	FY 25-26	FY 24-25	Change
General (18 years to 60 years of age)	3,254	75	14,794	14,892	-0.7%
Senior/Disabled	1,790	377	9,144	9,754	-6.3%
Child/Youth	380	19	1,756	1,807	-2.8%
Total	5,424	471	25,694	26,453	-2.9%

OTHER RIDER CATEGORIES					
	Fixed		YTD	YTD	YTD %
	Route	DAR	FY 25-26	FY 24-25	Change
Ride Connection	78		226	214	5.6%
Tillamook Bay Community College	274		521	536	-2.8%
NWOTA Visitor Pass	27		215	185	16.2%
NW Rides		112	276	N/A	N/A
Youth Free	577		2,306	2,377	-3.0%
Amtrak	49		190	242	-21.5%
Bicycles	173		607	N/A	N/A

**Primary Performance Measures Report
thru September 2025**

	Passengers per Hour	Cost per Trip	Cost per Hour	Farebox Return %
<u>Dial-A-Ride</u>				
Dial-A-Ride	1.9	\$ 68.90	\$ 129.82	12.1%
NW Rides	0.8	\$ 174.72	\$ 131.74	21.5%
Total	1.3	\$ 97.92	\$ 130.75	16.7%
<u>Deviated Route</u>				
Rt 1: Town Loop	11.7	\$ 10.96	\$ 128.41	4.2%
Rt 2: Oceanside	3.6	\$ 36.33	\$ 131.69	1.4%
Rt 6: PORT	9.6	\$ 14.83	\$ 142.27	7.0%
Rt 3: Manzanita	5.1	\$ 29.08	\$ 147.48	2.0%
Rt 4: Lincoln City	3.0	\$ 52.86	\$ 157.29	1.2%
Total	6.3	\$ 22.84	\$ 143.82	2.3%
<u>Intercity</u>				
Rt 5: Portland	2.5	\$ 64.15	\$ 160.77	10.1%
FY 2025-26 YTD	4.8	\$ 30.23	\$ 143.96	6.2%
FY 2024-25YTD	4.6	\$ 27.79	\$ 129.19	14.9%
Percent Change	2.4%	8.8%	11.4%	-58.3%

MONTHLY PERFORMANCE

Service Month	Passengers per Hour	Farebox Return %	Cost per Hour
---------------	---------------------	------------------	---------------

Dial-A-Ride Services

Sep-24			
Jun-25	1.5	35.9%	130.42
Jul-25	1.2	17.4%	129.29
Aug-25	1.3	15.4%	132.74
Sep-25	1.3	16.7%	130.75

Deviated Fixed Routes

Sep-24			
Jun-25	5.9	3.2%	140.58
Jul-25	6.8	2.6%	149.83
Aug-25	6.7	2.3%	149.32
Sep-25	6.3	2.3%	143.82

Intercity Services

Sep-24			
Jun-25	2	9.6%	155.95
Jul-25	2.6	10.1%	110.28
Aug-25	2.6	10.1%	110.80
Sep-25	2.5	10.1%	160.77

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

November 14, 2025 | 10:00a - Noon

Tillamook County Transportation District

3600 3rd Street, Tillamook OR








Join Zoom Meeting:

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

Call In: 1 253 215 8782

Meeting ID: 875 5229 0259

Agenda

10:00-10:05a	 Introductions		Cynda Bruce
10:05 - 10:30a	 Consent Calendar October Meeting Minutes Financial Report Emissions/Ridership Tracking Bus Stop Project Update	✓	Cynda Bruce/All
10:30-11:00a	 NWConnector Enhancements Implementation <ul style="list-style-type: none"> • Shelter Poster Revisions How many needed? • Visitor Passes Quantity, cost • Marketing 		All
11:00-11:10a	 Oregon Public Transportation Conference		All
11:10-11:20a	 STIF Update		All
11:20-11:45	 2026 NWOTA Work Plan Brainstorm		All
11:45-12:00p	 Member Updates		All

Attachments:

October Meeting Minutes

Ridership/Passenger Mile Tracking

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



Consent Calendar:

Minutes were reviewed without changes.

Financials were reviewed – Sarah Lu Heath asked about the ‘unappropriated ending balance’ on the budget. Brian Vitulli volunteered to discuss with TCTD’s Finance Department to resolve the question.

Bus Stop Project Update: TCTD had a kickoff meeting with Jacobs in early October. The firm will complete design and construction for two bus stops. Initially, they will prioritize NEPA for the Hebo stop in order to make ODOT deadlines. Bus stop construction is anticipated to be complete in October 2026.

Motion to accept Consent Calendar: Charlene Pech, Brian Vitulli, unanimously passed.

NWConnector Enhancements:

The group discussed several topics related to enriching the NWConnector service. As the full group was not in attendance, all conversations will continue at the next meeting.

Visitor Passes: The group discussed if rates should be increased, as they have been static since inception. At this time, passes are less expensive than daily ridership and thus residents are using visitors passes.

Advertising Visitor Passes on Token Transit would be ideal. The group discussed if all agencies need to be using the app to begin marketing. At this time, Columbia County Rider is the only agency that has not adopted the tool.

The group also discussed the 60X route and it’s interaction with the NWConnector on the map and in travel planning for visitors.

Shelter Poster Map: The group agreed that the graphics need to be updated to adhere to the new branding guidance. Additionally, the map needs a legend, updated routes, the new website address, and a QR code to the website.

Marketing: It is anticipated that ColPac will contract with Transit Happy using Transportation Options funding. At this time, those funds are being processed awaiting the FTA to open their project portal.

The group agreed that marketing should include both visitor and resident audiences. There is desire to focus on educate the public on many topics including luggage options, bus routes, fares, how to buy/pay fare, no reservations taken or needed, and similar topics to demystify riding public transit.

Member Updates:

LCT: recruiting drivers to replace resignations.

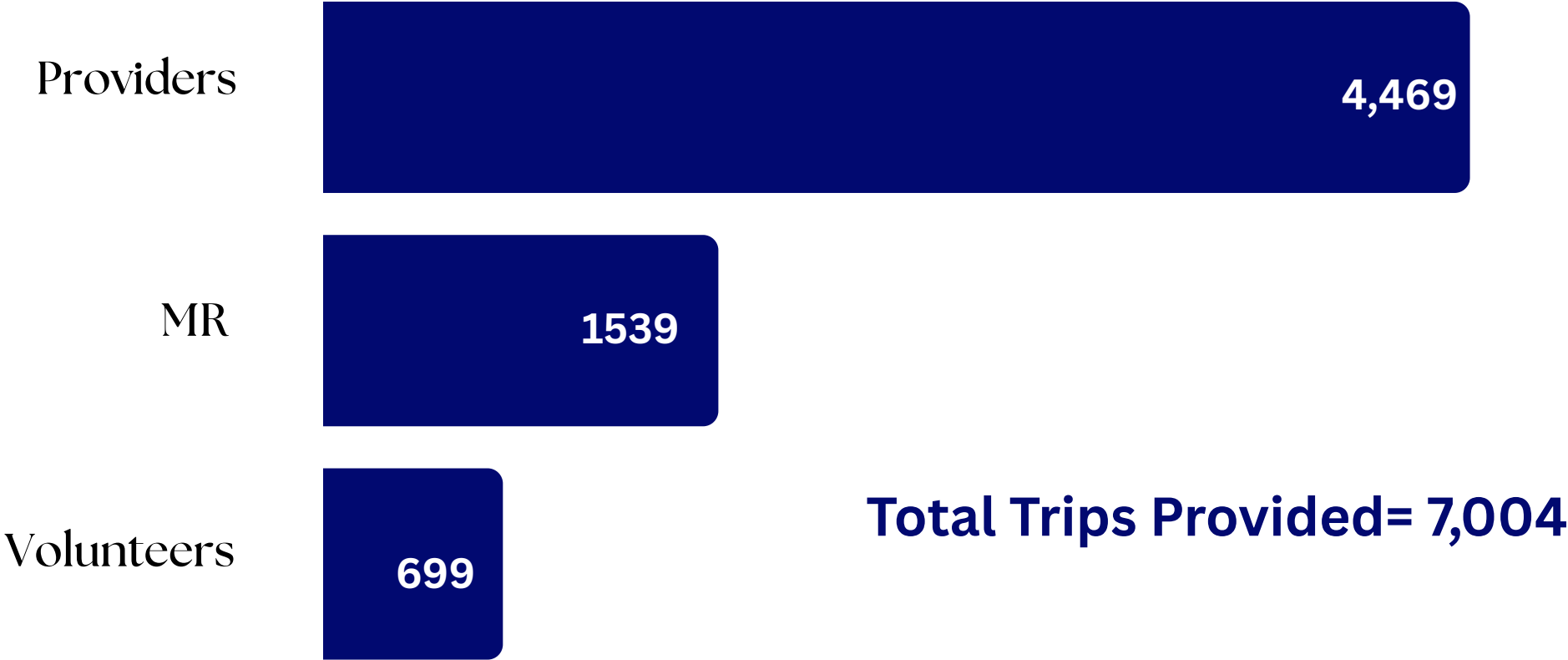
BAT: 99W pilot project to launch November 6. Benton County has completed a feasibility analysis to determine if they should self-perform or continue to contract.

TCTD: Hired a new Finance Director and will begin onboarding in November. Brian Vitulli noted that Route 6 is not shown on the Homepage Map. MAC will work with him to get the graphic updated. Working on Title 6 update. Seeking to purchase 3 new vehicles to replace old vehicles that have met their useful life.

Meeting adjourned at 12:45p.

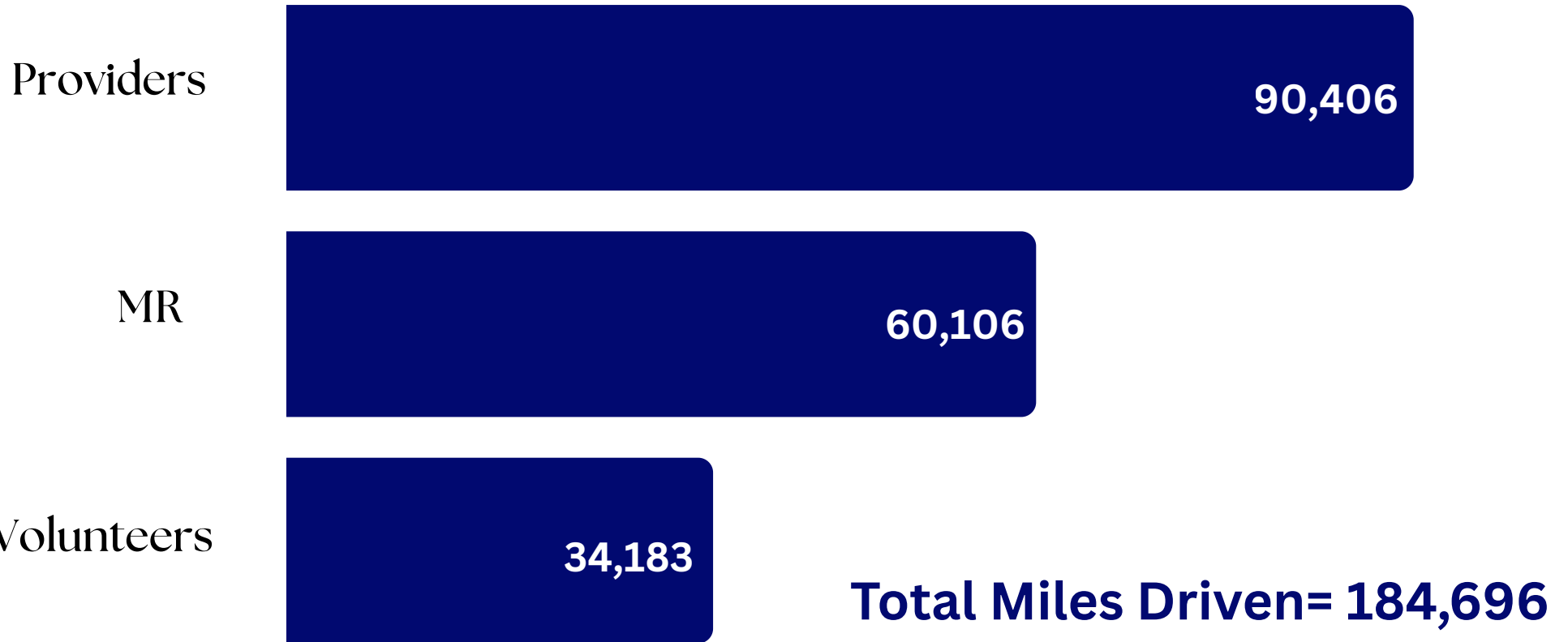
NW Rides October 2025

Trips Provided



NW Rides October 2025

Miles Driven



NW Rides October 2025

Call Center Stats

23 Business Days

Total Calls ANSWERED 4794

4 CSR's \approx 1,198 calls *per* person

\approx 208 calls *per* business day



Tillamook County Transportation District

“Connecting the community through sustainable transit services”

DATE: November 19, 2025
TO: TCTD Board of Directors
FROM: Brian Vitulli, General Manager
SUBJECT: GENERAL MANAGER REPORT

Administration/Coordination

- On October 21 and November 18, attended the *Mornings on Main* gatherings hosted by the Tillamook Chamber.
- Attended OTA Board meeting on October 7.
- Attended OTA Conference Program Committee meeting on October 23 and 30.
- Working with community partners and employment agencies/employee placement organizations to recruit transit drivers.
- Attended Mpact Conference October 26-29 in Portland.
- Attended Oregon Public Transportation Conference November 2-5 in Bend.
- Attended the quarterly SDAO Transit Networking meeting on November 12.
- Attended NWOTA meeting on November 14.
- The District’s new Finance Supervisor, Charlene Pech, started on October 29.

Planning & Development

- Ongoing coordination with consultant team to discuss the District’s Cost Allocation Methodology and Performance Monitoring System project and the upcoming on-board rider survey.
- Attended the Tillamook County Transportation System Plan Update in-person community event in the evening of October 22.
- Attended the Tillamook Wellness Advisory Committee meeting on November 6 to present a summary of our developed mobility-related goals and objectives identified through several CHIP workshops.
- Work on the NW Connector Bus Stop Access Project is continuing. This project includes final design and permitting for three locations (Pacific City, Hebo, Waldport), and a NEPA analysis of the Hebo location. The project will then proceed with construction with completion expected in October 2026.

Grant Funding

- A Letter of Intent was submitted to ODOT's Public Transportation Division on November 10 for continued RVHT (Rural Veterans Health Transportation) funding.
- Two applications for funding were submitted to the SDAO's Safety and Security Grant Program for additional security cameras and a new fire alarm system for the Administration and Vehicle Maintenance buildings.
- The purchase and installation of bus stop infrastructure at six locations on U.S. 101 in Garibaldi has been granted approval by ODOT's Permitting Office. Sign-off by the local municipality has occurred. Products have been ordered and are awaiting delivery.

Facility/Property Management

- Transit Center exterior / platform cleaning occurs weekly and on an as-needed basis.

Operations/Vehicle Maintenance

- Operated the Trick or Trolley on October 31 between the Transit Center, Tillamook County YMCA, Tillamook PUD, and Tillamook Bay Community College. Approximately 40 trick or treaters were served! The number of positive comments we've received from the community has been very rewarding.
- Beginning the procurement process for three, low-floor replacement buses funded with federal formula funds (FTA Section 5311).
- Four new Category B buses have completed the procurement process and have been ordered. Preliminary delivery date is January 30, 2026.
- Two new category B buses are being manufactured and will be delivered in early 2026.
- Two heavy-duty Category B trolley-replica buses have been ordered and delivery is expected by late summer 2026.
- Two Category E1 DAR vans were inspected on November 12 and are scheduled for delivery in late November/December 2025.

Tillamook County Transportation District
Board of Directors Regular Monthly Meeting
Wednesday, October 15, 2025 – 6:00PM
Transportation Building
3600 Third Street, Tillamook, OR
Meeting Minutes



1. **Call to Order:** Board Chair Bean called the meeting to order at 6:01 pm.

2. **Pledge of Allegiance**

3. **Roll Call:**

Present

TCTD Board of Directors

- Gary Hanenkrat, Director
- Marni Johnston, Treasurer
- Jonathan Bean, Chair
- David McCall, Director
- Nan Devlin, Director
- Eric Sappington, Director
- Vern Ressler, Director

Absent

TCTD Board of Directors

None

TCTD Staff

- Brian Vitulli, General Manager
- Cathy Bond, Finance Supervisor (via Zoom)
- Jules Deputy, Brokerage Manager (Absent)
- Steele Fleisher, Brokerage Coordinator
- Michael Reed, Operations Superintendent
- Keri Brown, Admin Assistant/Board Clerk

Guest

- Arla Miller, ODOT Public Transportation Division (via Zoom)
- John Cline, Citizen
- Tyler Hellner, ATU Representative (via Zoom)

4. **Announcements and Changes to Agenda**

Motion by Director McCall to Approve Announcements and Changes to Agenda.
Seconded by Director Devlin.

Motion Passed

By Chair Bean, Directors Ressler, Hanenkrat,
Sappington, Johnston, McCall, and Devlin

5. Public & Guest Comments:

Tyler Hellner commented to say thanks to the community for the turnout for the annual picnic, to the Swiss Hall for hosting the event, and to the following businesses: Garibaldi Portside Bistro, Abundance Day Spa, Tillamook Coliseum Theater, Jen's Nails, Pastega Activity Center, Valvoline, and Jim Thompson.

GM Vitulli followed up that the ATU/District Picnic is funded by the Tillamook County Transportation District, as there is a line item in the budget that shows the District contributes \$2,000 every year to this fund. There is a joint committee of represented employees and administrative staff that work on this. This was a team effort.

John Cline made a public comment that the picnic was a fun time and quite a few people showed up. Hopefully more people will show up next year, as things are getting much better each year. Drivers are sticking around, and things are coming back.

6. Executive Session: None.

STATE OF THE DISTRICT REPORT

7. **Financial and Grant Report:** Financials for August 2025 are included in the Board packet pages 1-24.

8. **Service Performance Reports:** Statistics for August 2025 are included in the Board packet pages 25-32.

9. **Northwest Oregon Transit Alliance:** Updates for September 2025 are included in the Board packet pages 33-36.

Director McCall asked if the State/Federal situation regarding withholding federal funds from Oregon due to the Sanctuary State status means that FTA/ODOT contracts are not being executed by some agencies as they fear committing to providing services without certainty that those funds would be reimbursed. Knowing that things are changing hour by hour and this has been a month, but some agencies had an extra paragraph that was written into some contracts based on the 9th Circuit ruling. Funding contracts are moving forward so is this still an issue or not as much of an issue today. ODOT Regional Transit Coordinator Arla Miller stated that it is not much of an issue today, but some agencies have signed their agreements that are already in, some of them have added a notation by the signature line and checking to see with DOJ if that can be added. It is something that is still in motion, but the injunction is still in place.

10. **NW Rides Brokerage:** Statistics for September 2025 are included in the Board packet page 37-39.

- 11. General Manager Report:** Updates included in Board packet pages 40-41 (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**

Director Devlin asked who the District orders buses through. GM Vitulli stated that we have several vendors in Oregon and can use out-of-state vendors when necessary, but there are only 2 to 3 of the vendors that we use. Some of the vendors focus on smaller vans or vehicles we don't use. Trying to look outside the current vendors for heavier duty buses with longer life spans.

Director Ressler asked if the new vehicles will come with automatic chains. GM Vitulli stated it depends on the type of vehicles ordered and the specifications offered by the vendors and if those vehicles have drop-down chain availability.

Director McCall explained that he understands the vendors but who are the manufacturers, are they in 50 states or just a few and are they backed up with orders trying to serve all the states. GM Vitulli stated that there are fewer manufacturers nationwide, as there is a consolidation effort happening within the industry. Since COVID, vehicle costs have increased and waiting times have been extended.

Director Hanenkrat asked if the chassis are separate from the bodies. GM Vitulli stated when buses are ordered, the District works through a consultant to develop the specifications that are needed for the bus type. The consultant conducts market research, builds a spec sheet, asks for quotes from the vendors, and then works with TCTD to determine the best option for purchase. The vendors are approved through ODOT.

Director Johnston asked how many candidates applied for the FS position. GM Vitulli stated that four candidates applied.

12. Miscellaneous: None.

CONSENT CALENDAR

13. Motion to Approve the Minutes of September 17, 2025, Regular Board Meeting

Motion by Director Devlin to Approve the Minutes of September 17, 2025, Regular Board Meeting. Seconded by Director McCall.

Motion Passed
By Chair Bean, Directors Ressler, Hanenkrat,
Sappington, Johnston, McCall, and Devlin.

14. Motion to Approve August 2025 Financial Statements

Motion by Director Johnston to Approve August 2025 Financial Statement.
Seconded by Director Sappington.

Motion Passed

By Chair Bean, Directors Ressler, Hanenkrat,
Sappington, Johnston, McCall, and Devlin.

15. Motion to Approve Ordinance No. 3: Amending Ordinance No. 3 – Establishing Regulations Governing Conduct on District Property

Motion by Chair Bean to Approve Ordinance No. 3: Amending Ordinance No. 3 – Establishing Regulations Governing Conduct on District Property. Seconded by Director Hanenkrat.

Motion Passed

By Chair Bean, Directors Ressler, Hanenkrat,
Sappington, Johnston, McCall, and Devlin.

ACTION ITEMS None.

DISCUSSION ITEMS

16. Staff Comments

General Manager Vitulli: Thank you all for your support. Still working with the Special Districts Association of Oregon to schedule a Board training session. This will likely happen as part of an upcoming Board meeting. Working on getting quotes for a photographer for headshots.

Admin Assistant Brown: None.

Finance Supervisor Bond: Thanked everyone for being a part of the District.

Brokerage Coordinator Fleisher: None.

Operations Superintendent Reed: None.

17. Board of Directors' Comments

Dir. Hanenkrat: None.

Dir. Devlin: Thanked everyone for all the hard work and amazed at all that happens at the District.

Dir. Ressler: Stated that he almost missed the meeting as he works for the 60x and two of the drivers quit but those drivers are coming to work for the District. Happy that the District is getting very qualified drivers. GM Vitulli said that the District is very happy to have hired several drivers in the last few weeks and that we're doing well in hiring qualified drivers.

Dir. Sappington: Stated that it is always a pleasure to be here.

Dir. Johnston: Stated how she likes to read about happenings going on at the District and would like to see more stories.

Dir. McCall: Been very fortunate with the weather so far this fall and haven't had the nasty storms and wishes everyone to be safe on the roads. Be prepared and not scared.

Chair Bean: Stated that how there are a lot of changes going on and new people. Pleased that all the Board members are present.

GM Vitulli highlighted at the bottom of the Agenda, that the District will be participating in community events such as the 2025 Trick or Trolley on Halloween. Chair Bean hoped that there would be some press coverage on this.

18. Adjournment: Board Chair Bean adjourned the meeting at 6:51 pm.

NOTE: At the November 19, 2025, Regular Monthly Board Meeting, Board of Director signature cards for Columbia Bank need to be made current. Directors will be asked to complete a Customer Information Form to start the process. Documents will be prepared and distributed at the December 17th meeting and signatures will be requested at that time.

The following Directors need to be **REMOVED** as signers: Director Linda Adler, Director Thomas Fiorelli, Director Mary Johnson, Director Jim Heffernan.

The following Directors need to be **ADDED** signers: Director Nan Devlin, Director David McCall, Director Vern Ressler, Director Eric Sappington.

These minutes were approved on this 19th of November 2025.

ATTEST:

Jonathan Bean, Board Chair

Brian Vitulli, General Manager

2026 NON-EMERGENT MEDICAL TRANSPORTATION SERVICES
DELEGATION AGREEMENT

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This ~~Non-emergent~~ ~~Medical~~ ~~Transportation~~ services delegation agreement (“Agreement”) is between CareOregon, Inc. (~~hereinafter~~ “CareOregon”) and

Name: Tillamook County Transportation District (~~“Delegate”~~)
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, 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 ~~nonNon-emergent-Emergent medical-Medical T~~ransportation (“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, 2026~~4~~, “Effective Date”. The amendment and restatement of this Agreement does not affect its terms and conditions for Work prior to January 1, 2026~~5~~. Unless extended or terminated earlier in accordance with terms provided for in this Agreement, this Agreement shall expire on December 31~~st~~, 2026~~5~~. Agreement termination shall not extinguish or prejudice ~~CCO’s-CareOregon’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
- ~~Exhibit H: CareOregon Data Security Agreement~~

- b. This Agreement and its exhibits represent the complete and entire understanding between the parties and supersedes all prior agreements, understandings, or representations, oral or

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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-Enrollment Limit~~limit.

4. Administration and Interpretation of Agreement. The ~~Parties-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”)~~OHA effective October 1, 2019 and amended and reinstated in its entirety January 1, ~~2025-2026~~ 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 CareOregon~~ 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-CareOregon~~ 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-CareOregon~~ or its affiliates and Delegate as such policies and procedures relate to NEMT Services. ~~These CCOareOregon policies and procedures include, but are not limited to, the CCO policies and procedures listed in Exhibit B, Statement of Work.~~ ~~CCO-CareOregon~~ 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-CareOregon~~ and its affiliates, ~~CCOareOregon~~ 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

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EXHIBIT A
DefinitionsDEFINITIONS

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-CareOregon~~ 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. Collaboration Framework

Participation in Collaboration Framework. CareOregon expects all NEMT Subcontractor partners (“Delegates”) to make reasonable efforts to work collaboratively to provide the processes and tools to improve NEMT services available to members. The framework principles include but not limited to:

- a. Access as authorized users to demand-responsive transportation scheduling; dispatching software, Ecolane, managed by Delegate;
- b. During the Term of the Agreement, Delegate will secure any permissions and access requirements for CareOregon, Delegate and their network providers to utilize transportation software. There shall be no fees to CareOregon, Delegates or their network providers for these permissions and access requirements."
- c. Delegate agrees to use the standards established by CareOregon regarding interoperability of systems and information sharing that are HIPAA-compliant and according to Exhibit H CareOregon Data Security Agreement;
- d. Simple approaches to documentation and operational procedures; and
- e. Focus of branding and communications will be in service of NEMT program being provided to members rather than Delegate.

2. Governance of Collaboration Framework

- a. Delegate agree that CareOregon is responsible for maintaining the currency of this framework.
- b. Delegate agree that the operational governance of this collaboration framework will be undertaken by a Steering Committee. The Steering Committee will comprise a nominated representative (and alternate) from the Delegate involved in the provision of NEMT Covered Services described in this Agreement, as well as a CareOregon representative (and alternate).
- c. Delegate agree that each representative appointed to Steering Committee for this Agreement will have decision-making authority, responsibilities related to the development of the operations of the NEMT benefit; to the extent that the decision does not conflict with any provision of this agreement.

3. Collaboration Framework Roles and Responsibilities

- a. Delegate agrees to work together with CareOregon to define joint and individual roles and responsibilities for development of implementation plan and ongoing operations oversight delivering performance metrics set forth in this Exhibit A Statement of Work.

Commented [SS1]: For NW Rides: we've introduced this possibility back in 2024 and was not able to do so for 2025. Bringing this back and proposing specific content, this is not intended to be substantive work, but to reflect the way we engage.

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- b. The Steering Committee will be responsible for:
 - i. Developing, implementing and executing the rules of governance for oversight and management of key NEMT deliverables;
 - ii. Identifying and executing all necessary controls and procedures which need to be instituted at the direction of CareOregon or required under the CCO Contract; and
 - iii. Identifying the policies, protocols, operational procedures to be established and executed by individual Delegate for the administration of this Agreement.

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1.4. Member Rights. (Derived in part from Exhibit B, Part 3 of the CCO Contract) Delegate shall:

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- 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-CareOregon~~ 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~~Subcontractors, ~~providers~~Providers or ~~volunteers~~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~~Subcontractors, ~~Providers~~ or ~~volunteers~~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.

2.5. 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.

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

3-6. 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~~ ~~Subcontractors~~ to comply with the following provisions of the CCO Contract to allow CareOregon or CCO to meet its CCO Contract requirements and obligations:

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- a. All the general ~~subcontractor~~ ~~Subcontractor~~ requirements listed in **Exhibit B, Part 4, Section 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~~ ~~BHPs~~, and all Oregon state laws, rules, and regulations governing ~~OHP Bridge~~ ~~Basic Health Program~~ ~~BHPs~~, as well as all applicable sub-regulatory guidance and contract provisions.
- b. Delegate agrees to comply with the Program Integrity requirements listed in Exhibit B, **Part 9, Section 12-20** of the CCO Contract, to the extent they apply to Delegate's Work under this Agreement.
- c. 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
- d. 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.
- e. Delegate will comply with the requirements listed in the CCO Contract, Exhibit N, to the extent Delegate has ~~Access~~ ~~access~~ to OHA or State Data, Network, and Information Systems, and Information Assets as defined in the CCO Contract.

4-7. Operations. (Derived in part from **Exhibit B, Part 2, Section 5** of the CCO Contract)

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- a. General Operations.
 - i. Delegate will provide adequate staffing to support maintaining the regulatory and operational requirements of the delegated functions within this Agreement.

~~EXHIBIT C~~
Page 12 of 68
~~EXHIBIT B – Statement of Work~~

[a] 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:

- (1) Minimum customer service representatives related to achieving required performance call center metrics that include dispatch and ride assignment functions
- (2) 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
- (3) Provider network oversight staffing and functions that support credentialing processes, compliance monitoring, and regulatory reporting deliverables unique to NEMT network management

Commented [JM3]: For NW Rides: proposing additional language aimed at improving staffing ratios/expectations focused on NW Rides' ability to meet minimum CCO required call center performance metrics

ii. Delegate will provide access to ~~Brokerage-brokerage Call-call Centers-centers~~ for trip requests with a toll-free number. Delegate shall ensure that all ~~Call call Centers-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-call Centers-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] Delegate shall obtain CCO approval of intended days of Call Center closure, with the exception of the days identified in this Section above, by notifying CCO at least thirty (30) calendar days in advance of closure. ~~If CCO does not deny the request within ten (10) calendar days of request notification, the request shall be considered approved~~
- [c] 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.
- [d] ~~Delegate's call center system shall h~~Have the capability to identify and record the phone number of the caller, if the caller's phone number is not blocked, ~~as well as record individual calls.~~
- [e] Delegate shall maintain sufficient equipment and staffing to ~~handle ensure~~ performance standards are met for each call queue line:
 - (1) Answer rate: At least ~~either~~eighty percent (80%) of all incoming calls are answered by a live voice within forty-five (45) seconds;
 - (2) ~~Answer rate: At least either percent (80%) of all incoming calls are answered by a live voice within forty five (45) seconds;~~Abandoned calls: No more than five percent (5%) of calls are abandoned; and
 - (3) Hold time: Average hold time, including transfers to other

Commented [JM4]: For NW Rides: modified to remove duplication of answer rate and include missing abandoned calls metric

EXHIBIT C

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EXHIBIT B – Statement of Work

- ii. Contactor staff, is no more than three (3) minutes.
- [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 call Center center is closed. The after hours message must:
Explain how to access alternative transportation arrangements, in a manner that does not require Member to place a second call; and,
Offer the caller the opportunity to leave a message.~~

Commented [SS5]: For NWR - these were previously only cited as reference, we are adding in the specific requirement in full.

New additions - pulled out from CCO contract citations above -
B - approval for any planned closures around holidays
D - recording of caller ID and individual calls
E - SLAs

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- 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 emergent Medical-medical Transportation-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 emergent Medical medical Transportation-transportation~~ to 911 ~~Emergency-emergency Serviceservices.~~
 - 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 an 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, or develop new 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 or reimbursement.
 - [c] Public transit and shared-ride options.

EXHIBIT C

Page 14 of 68

EXHIBIT B – Statement of Work

- [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, although such preferred transport is not guaranteed.
- [g] How to file a complaint, compliment, or appeal a denied NEMT request.

- ii. CCO will be responsible for submitting Member materials to OHA for approval. Member materials will include, but are not limited to:
 - [a] Rider Guide, printed and online accessible versions
 - [b] Member Satisfaction Surveys
 - [a] Call Center Scripts
 - [b] Regulatory required letters, including but not limited to:
 - (1) Grievance acknowledgement letters
 - (2) Grievance resolution letters
 - (3) Notice of Adverse Benefit Determinations (NOABDs)

c. Policies and Procedures.

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

ii. CCO will be responsible for development of policies and procedures, as well as submission to OHA for approval where required. Delegate is responsible for adoption of approved policies and procedures, and incorporating new or updated elements into corresponding internal documents.

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

- [a] NEMT Member Communications ~~&-and~~ 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][f]~~ Disaster Preparedness ~~&-and~~ Emergency Planning
- ~~[h][g]~~ Incidents ~~&-and~~ Accidents Reporting
- ~~[i][h]~~ Non-Emergent Ambulance Transports
- ~~[j][i]~~ Grievance and Appeals System
- ~~[k][j]~~ Network Management
- ~~[l][k]~~ Quality Assurance Program
- ~~[m][l]~~ Transportation Network Management
- ~~[n][m]~~ Brokerage Manual and NEMT Provider Manual
- ~~[o][n]~~ Fraud, Waste and Abuse Prevention and Notification
- ~~[p][o]~~ Call Center Operations
- ~~[q][p]~~ Encounter Data Validation, Program &-and Payment Integrity
- ~~[r]~~ Secure Transports
- [q]

Commented [JM6]: For NW Rides: updated language to more clearly outline roles & responsibilities between CareOregon and NW Rides

Commented [JM7]: For NW Rides: removed archived policy, incorporated policy elements into Disaster Preparedness & Emergency Planning Policy

Commented [JM8]: For NW Rides: title change only

[r] NEMT Subcontractor Responsibilities and Deliverables Guide
[s] Operational Oversight & and 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.

5.8. 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 OHA’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~~ Flexible Service (referred to herein as “Flex Trips”) as further defined in the CCO Contract. CareOregon reserves the right to define Flex Trips program administered under this agreement. CareOregon will work in partnership with Delegate for planning and implementation of any program changes. CareOregon shall notify Delegate of any significant changes of Flex Trips programs at minimum 6 (six) months advanced notice.
 - 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~~ NEMT services 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,

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Commented [PG10]: In the CCO contract, all “health-related” references were replaced with “flexible”
Commented [SS11]: For NWR: Intent of new language is to allow flexibility of starting/stopping and/or program details in partnership with Delegate. The intent is not to require it annually of delegate, and that in partnership with min 6 month advanced notice of major program changes

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) years old or under 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 Member's 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-NEMT service assignments.

~~e. Scheduling, Ride Assignment & Dispatch. Delegate will:~~

~~i.c. Permit a Member or a Member's Representative to may 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. Upon receiving a complete request (for purposes of this Section a complete request means Delegate has been provided sufficient information to determine Member identity, address and contact information; date/time of appointment; whether it is a Covered Service; identity and location of provider) and after completing Registration and Service Level Assessment, Delegate will:~~

Commented [JM12]: Adjusted to match CCO contract - 12 & under, not under 12

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Commented [SS13]: For NWR: adding these in more clearly, shouldn't be substantively changing expectations or operations. Please let us know if you see this differently.

Commented [JM14]: For NW Rides: this section has been significantly modified for clarity, and to include language from other delegation agreements that was missing from the NW Rides agreement (though still in alignment with CCO contract and rule language).

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i. Verify if medical services or destinations are a CCO Covered Service and whether they require prior authorization.

- [a] When necessary, Delegate shall escalate NEMT request to CCO for review. CCO shall assist Member and/or medical provider in submission of prior authorization. CCO will notify Delegate of determination.
- [b] Obtain the Member's preferred method of communication (e.g., phone call, email, fax) and time of contact if NEMT request requires CCO review prior to approval at the time of the request.
- [c] If request requires CCO review prior to approval, Delegate will make every attempt to notify Member of the determination and inform Member of details of transportation arrangements prior to the date of NEMT service.

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ii. Allow Member or their Representative to:

- [a] Request same-day and short-notice trips;
- [b] Accept multiple trip requests at one time;
- [c] Scheduling ongoing NEMT services up to ninety (90) days in advance

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iii. 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, in accordance with OAR 410-141-3835 through 410-141-3915, 410-141-3920, and OAR 410-141-3955. 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] Notify Member requesting NEMT services of the determination, whether approved or denied, in full or in part. Approval or denial shall be provided during the initial phone call, when possible.
- [a] If NEMT service is approved, this notification shall include information about the Notify Member of transportation arrangements and logistics of an approved vehicle-provided ride immediately prior to completion of call, when possible, as further elucidated in the CCO Contract.

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- ~~[b] 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.~~

iv. Provide notification to the Member Notify Members requesting NEMT Services of approval or denial, in full or in part, of the request by adhering to the following:

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- [a] Supply notification of approval during the phone call requesting the NEMT service, or as soon as the transportation arrangements are in place and prior to the date of the NEMT service.
- [b] 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.

- [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 Serviceservice; or,~~
 - (ii.) ~~As soon as the transportation arrangements are in place and prior to the date of the NEMT Serviceservice.~~~~
- (2) ~~Otherwise, if NEMT Request 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 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.~~

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- v. Have procedures (co-developed and approved by CareOregon) to accommodate short notice and medically urgent trip requests.
 - [a] Delegate will make every reasonable effort to arrange trips including with same day notice, or trips requested with less than 48 hours' advanced notice.
 - [b] Medically urgent criteria include:
 - (1) A Member's provider schedules a same day or next day medical appointment for a serious medical condition, including lab or other testing;
 - (2) Urgent Care, non-life-threatening scenarios to a hospital where a condition is not expected to improve;
 - (3) Pregnant Members to see their OB/GYN, PCP or Urgent Care;
 - (4) If the Member's provider refers a Member to a specialist and appointment date and time was available in less than 48 hours;
 - (5) Hospital discharges; and
 - (6) Secure transports for mental health crisis

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vi. Schedule a single transport with an alternate ~~subcontractor~~ Subcontractor or

~~volunteer~~ Volunteer if the ~~subcontractor~~ Subcontractor or ~~volunteer~~ Volunteer originally authorized to provide the transport is unable to provide the transport at the scheduled pick up time first communicated to Delegate.

- [a] Delegate shall ensure that neither the NEMT provider or driver change the assigned pick-up time without prior, documented permission from NEMT call center.
- [b] Exception to scheduling alternate subcontractor applies if an NEMT provider or driver is able to confirm Member no-shows for the scheduled pick-up time. The NEMT driver shall inform dispatch prior to departing or at the earliest available time.
- [c]

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6.9. Program Components.

a. ~~Mileage, Lodging, and Meal~~ Member Reimbursement Program.

- i. The Delegate will offer a ~~mileage, lodging, and meal~~ Member reimbursement program that includes at minimum mileage, lodging, and meal reimbursement 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 in alignment with current Administrative Rules.
- 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 these higher alternative~~ member mileage, lodging, and/or meal reimbursement rates at minimum six (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.

Commented [JM15]: For NW Rides: adjusted for clarity

iii. The Delegate will determine and administer the most appropriate, reasonable and timely method of reimbursement program to Members.

- [a] Delegate will reimburse members no later than 14 days after verifying appointment attendance.
- [b] If a member reimbursement is incomplete, Delegate shall take an additional 14 days to assist the member in completing the submission.
- [a][c]

Commented [JM16]: For NW Rides: This was to update using OAR language that specifies decision has different timelines/turnaround times than other NEMT service requests

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iv. The Delegate and CCO will develop a program guide to describe how Member may qualify and access the reimbursement program, or incorporate such content into the Rider Guide.

Commented [JM17]: For NW Rides: added to allow for standalone guide or inclusion in Rider Guide

d. Volunteer Drivers.

i. The Oregon Department of Human Services (DHS) trains and manages a corps of ~~volunteers~~ Volunteers. DHS supervises and assumes all liability for each ~~volunteer~~ Volunteer provided by law. OAR 410-136-3020(17).

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ii. Delegate may utilize DHS ~~+~~Volunteers to provide medical transportation. Delegate is not required to use DHS ~~+~~Volunteers in the provision of any Service to members under this agreement. OAR 410-136-3020(17).

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iii. 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.

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iv. Under ORS 409.360, in the performance of Services under this Agreement, OHA Volunteers are agents of the State and not Agents of CareOregon. 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:

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- [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

i. Delegate will authorize and coordinate ~~Nonnon-Emergent-emergent~~ Non-Emergent Ambulance ~~Transports-transport~~ 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.

ii. Delegate will assist ambulance providers by providing education on relevant CCO and Delegate policies and procedures.

7. Utilization Management ("UM").

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- a. Outlined Activities.
 - i. The Delegate will be provided the authority to make decisions to provide trips based on Member ~~e~~ligibility 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 ~~e~~ligibility and Benefit Determinations.
 - 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-provisions~~ payment 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.

ii. [a] For Reimbursement NEMT trips, Delegate shall refer to OAR 410-141-3960 for written denial letter turnaround times.

- 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.

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

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- a. Subject to CCO's reservation of authority over final adjudication of grievances and appeals and subject to CCO's oversight activities, Delegate shall have and ~~and~~ operationalize a Grievance System, 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. In support of CCO's CCO Contract obligations regarding Grievances, Appeals and Contested Case Hearings pursuant, Delegate has responsibility for operationalization of appropriate policies and procedures, inclusive of appropriate documentation. 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.

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- 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~~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 Member's² rights to a Contested Case Hearing including how to obtain a hearing and rules regarding a Member's representation at said hearing;
 - iii. Member's² 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~~monthly QA report into the Grievance ~~Log Sheet~~System Report and Grievance and Appeal Log (reference to Ex. I, Part 9, Sec. 10, Para ~~derived from Exhibit I of the CCO Contract~~) and submit to the OHA ~~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~~monthly QA report on a ~~monthly~~consistent basis for completeness and accuracy. On a quarterly basis, or upon request, Delegate shall submit to CCO copies of the Notice of Actions ~~and Grievance Letters~~ that Delegate has sent to Members for submission to the State with the quarterly report.

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9. **Provider and Delivery System.**

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- a. Delegate is solely responsible for subcontracting any vehicle and driver services needed to support the CCO NEMT benefit.
- b. CCO reserves the right to determine minimum and maximum allowable rates for ambulatory, wheelchair, and non-emergent ambulance NEMT service modalities. This provision shall not apply to, not directly applicable to individual subcontracts for vehicle and driver services payments or rates with Subcontractors.
- a.

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b.c. 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.d. Delegate will be responsible for disseminating information and regulations that pertain to Member rights and responsibilities, vehicle and driver safety standards, and Covered Services to subcontractors at time of onboarding.

d.e. CCO will support Delegate oversight activities for provider and delivery system upon request.

e.f. 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~~Services.

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

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a. Record Keeping Requirements.

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

Commented [SS20]: For NW Rides: adding in clarity and additional specificity of record keeping type records

screening the data for completeness, logic, and consistency; and collecting service information in standardized formats.

- v. Delegate must review all of its internal record keeping policies and procedures which are pertinent to this Agreement on a biennial basis or as required by other sections in this Agreement.
- vi. Delegate must respond and comply in a timely manner to any and all requests from CCO, CareOregon or ~~from~~ OHA or its designee for information or documentation pertaining to Work outlined in this Agreement.

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

iii. The Parties have determined that Delegate requires access to Protected Health Information as defined in 45 C.F.R. § 160.103. Accordingly, a Business Associate Agreement is attached and incorporated as Exhibit G. Additionally, the work contemplated under this Agreement includes Delegate having access to CareOregon data systems. Delegate shall comply with the terms of the CareOregon Data Security Requirements, attached and incorporated by reference as Exhibit H. In the event of any conflict between the CareOregon Data Security Requirements and the CareOregon Business Associate Agreement, the CareOregon Business Associate Agreement shall take precedence.

b-c. 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

e-d. Disclosure of Ownership Interests.

- i. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any

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subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- ii. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste, and abuse under federal law.
- iii. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider 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.
- iv. Delegate shall make the disclosures required by this Section to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

d-c. 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 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

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the annual "Subcontractor Performance Report" in the CCO Contract. The annual Subcontractor Performance Report will include, at a minimum, the following:

- (1) An assessment of the quality of Delegate's 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
- ~~(6)~~;
- (7) The adequacy of Delegate's compliance functions including all Fraud, Waste, and Abuse policies and procedures required in **Exhibit B, Part 9, Section 12-20** of the CCO Contract; and
- (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.

- ~~[e]~~
- 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
- 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 with 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.
- iv. Delegate agrees to cooperate and participate with CCO, CareOregon, and, when necessary, OHA, in any monitoring, review, or oversight activities such as the Annual Subcontractor Performance Report expressed in this Exhibit B.

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EXHIBIT C

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EXHIBIT B – Statement of Work

- 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 ~~S~~anctions are contained in **Exhibit B, Part 9** of the CCO Contract.
 - 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
 - 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~~ **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 ~~s~~**Sanction** against CCO, CCO may impose or pass through such ~~S~~**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~~ **Sanction** be related to Delegate's performance unless OHA exercises its reserved right to provisionally impose a ~~sanction-Sanction~~ before such Administrative Review. In the event OHA imposes ~~s~~**Sanctions** on Delegate due to any act or failure to act by CCO, CCO shall indemnify Delegate for any such ~~sanction-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 10-14** of the CCO Contract is delegated to Delegate, which require Delegate to (i) Develop, 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 12-20** 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.~~

ii. 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.

iii. Pursuant to Exhibit B, Part 9 Sections 10 – 14 of the CCO Contract and as set forth in additional detail below in conjunction with CareOregon's FWA prevention and detection program or FWA Prevention Handbook, Delegate is responsible for: (i) developing, implementing and operationalizing FWA prevention policies and procedures that ensures compliance with CareOregon's FWA prevention and detection program and with the requirements set forth in 42 CFR Part 455, 42 CFR Part 438, Subpart H, and OAR 410-120-1510; and (ii) annually creating a plan for implementing its policies and procedures

~~iii.a~~ 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.

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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 ninety (90) days of employment and annually thereafter by August of each year. Upon request, 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 ~~to~~ **policies and procedures P&P**;
- [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;

Commented [JM21]: No longer an annual requirement, added for clarity

EXHIBIT C

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EXHIBIT B – Statement of Work

5.12. 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 **QA report, NEMT Quality Assurance (QA) Guidance Document - C**. 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. **CCO shall provide Delegate reporting tools and submission deadlines, in the referenced Policies and Procedures section, in the NEMT Subcontractor Responsibilities and Deliverables Guide, on an annual basis. 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 fifteenth (15th) day of the following quarter, or upon CCO's request.**
 - ii. Delegate shall timely provide to CCO such **center data, reports, and recordings as CCO may reasonably require as necessary to prepare reports necessary to fulfill CCO's reporting obligations pursuant to CCO Contract.** **CCO shall provide Delegate reporting tools and submission deadlines, in the referenced Policies and Procedures section, in the NEMT Subcontractor Responsibilities and Deliverables Guide, on an annual basis.** ~~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 thirtieth (30th) day of the following month, document the number of services for NEMT Services, modes of transportation being used, and operating costs of the NEMT program.~~
 - iii. CCO will be responsible for submitting data and reports to OHA.
 - iv. Where Delegate has granted CCO such access to Delegate's call center and NEMT services systems so as to enable CCO to generate the reports required by subsections (i) and (ii), Delegate will be exempt from these reporting requirements.
- 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.

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Commented [SS23]: For NW Rides: previously missed CCO contract changes did not accurately reflect the full scope of reporting requirements. This should be encompass changes occurring prior to and current in 2025, and incoming changes for 2026 CCO contract.

Commented [SS24R23]: 2026 updated CCO deadline moved from quarterly to annual. Some reporting content will need to be received monthly, details to be included in this document, formerly known as NOOMP.

EXHIBIT C

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EXHIBIT B – Statement of Work

- 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.
 - i. 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.
 - ii. To the extent Delegate enters into subcontracts for delegated services that require the ~~subcontractor~~ 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 ~~S~~subcontractor submit ~~Member-member Data-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 12(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-fivesixty~~ (4560) 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-sixty~~ (6045) 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~~ **Process**. No later than ~~thirty-sixty~~ (630) days after the end of each quarter, Delegate will send CCO the revenue and expenditure reports for the quarter to CCO for review. Expenditure reports shall include costs of standard trips paid to provider (and any other such standard trip costs) as well as administration costs incurred by Delegate in brokering trips. The parties will review the records and settle any payments within thirty (30) days after initial

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Commented [JM25]: For NW Rides: adjusted deadline based on reasonable expectations of reconciliation processing

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EXHIBIT C – Payment and Financial Reporting

receipt of reports. Flex Trip and Medicare Supplemental Transportation Ride reimbursements will not be subject to this reconciliation process.

- b. Risk ~~corridor~~Corridor. The ~~p~~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 one hundred (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.

~~e. On a quarterly basis, CCO-CareOregon 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. **Compensation Review.** CCO-CareOregon 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-CareOregon 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-CareOregon 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:

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- 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 location;
- viii. Covered Service, or type of Covered Service, Member is being transported to;
- ~~ix.~~ ~~Availability of other transportation services to Member~~;
- ~~xix.~~ Approval or denial of transport and level of transport authorized;
- ~~xix.~~ Reason for denying transportation to a Member;
- ~~xix.~~ Justification of type of transportation authorized (if appropriate);
- ~~xix.~~ Personal approving/denying request;
- ~~xiv.~~ ~~xiii.~~ Subcontractor assigned; and
- ~~xv.~~ ~~xiv.~~ Date and time subcontractor notified.

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b. Claims ~~processing~~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~~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,

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EXHIBIT C

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EXHIBIT C – Payment and Financial Reporting

- 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-Members through the end of the period for which it has been paid.

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EXHIBIT C – Payment and Financial Reporting

**EXHIBIT D
STANDARD TERMS AND CONDITIONS**

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

1. ~~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.

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2. ~~2.~~ Compliance with Applicable Law.

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a. Delegate shall comply and cause all ~~s~~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.

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b. In compliance with the Americans with Disabilities Act ("ADA") and Section 1557 of the Affordable Care Act ("ACA"), 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 timely in alternate formats of communication, to include Braille, large print, contrast, font change, audiotape, oral presentation, video, sign language video, and electronic format. Delegate shall include in the delivery of services all language access services and auxiliary aids necessary or as otherwise requested by a Member as required under the ADA and Section 1557 of the ACA, which includes but is not limited to, spoken language interpreters and sign language interpreters. Delegate shall not be reimbursed for costs incurred in complying with this provision. Delegate shall cause all subcontractors Subcontractors under this Agreement to comply with the requirements of this provision.

Commented [PG29]: Updated to revised language in 2026 CCO Contract, Ex. D., Sec. 2(b).

- 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. ~~2.~~ Independent Contractor. Delegate shall perform all Work as an Independent Contractor.

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- 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.

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4. ~~4.~~ Representations and Warranties.

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

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- iii. 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;
 - iv. Delegate shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
 - v. Delegate prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, Fraud, or other dishonesty.
 - vi. 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.
 - vii. 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.~~ ~~5.~~ **Time is of the Essence.** Delegate agrees that time is of the essence under this Agreement.

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~~6.~~ ~~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.

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~~7.~~ ~~7.~~ **Indemnity.**

~~7.~~ Delegate shall defend, save, hold harmless, and indemnify CCO, CareOregon 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, CareOregon, 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:
- i. 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
 - ii. Delegate no longer holds a license or certificate that is required for Delegate to perform its obligations under the Agreement; or
 - iii. 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
 - iv. 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
 - v. 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
 - vi. CCO or OHA determines that health or welfare of Members is in jeopardy if this Agreement continues.
- b. CCO's-CareOregon's Remedies for Delegate's Default. In the event Delegate is in default under the above section, CCO-CareOregon 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:

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- i. Termination of this Agreement;
- ii. 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;
- iii. Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- iv. Exercise of its right of recovery of overpayments.

These remedies are cumulative to the extent the remedies are not inconsistent, and CCO-CareOregon 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-CareOregon. CCO-CareOregon shall be in default under this Agreement if CCO-CareOregon commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within thirty (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-CareOregon's Default. In the event CCO-CareOregon 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-CareOregon 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.

- i. CCO's-CareOregon's Right to Terminate
 - [a] At its sole discretion, CCO-CareOregon may terminate this Agreement:
 - (2) For its convenience upon one hundred twenty (120)-days' prior written notice by CCO-CareOregon to Delegate;
 - (3) 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,
 - (4) 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-CareOregon may have under this Agreement, CCO-CareOregon may terminate this Agreement

for cause (i) immediately upon written notice to Delegate or (ii) at such later date as CCO-CareOregon 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 CareOregon's notice or such longer period as CCO-CareOregon may specify in such notice.

ii. Delegate's Rights to Terminate:

[a] At its sole discretion, Delegate may terminate this Agreement:

- (1) For its convenience upon **one hundred twenty (120)** days' prior written notice by Delegate to CCO-CareOregon;
- (2) 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,
- (1) 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-CareOregon, or (ii) at such later date as Delegate may establish in such notice, if CCO-CareOregon is in default under Section 8.c. of this Exhibit D, supra, and CCO-CareOregon fails to cure such default within thirty (30) calendar days after CCO-CareOregon receives Delegate's notice or such longer period as Delegate may specify in such notice.

- iii. 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.
- iv. 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.
- v. Actions Following Termination or Expiration of Agreement.
 - [a] Transition Plan. After providing notice of termination or in the case of expiration, Delegate shall:
 - (1) 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

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EXHIBIT D – Standard Terms and Conditions

- 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.
- (2) 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.
 - (3) Maintain adequate staffing to perform all functions specified in this Agreement during the implementation and operation of the Transition Plan.
 - (4) 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:
- (1) 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.
 - (2) Orderly and reasonable transfer of Member care in progress at the end of the Term, whether or not those Members are hospitalized.
 - (3) Timely submission of information, records, and reports including ~~encounter~~ ~~Encounter~~ ~~d~~ 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 [CareOregon](#) or 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.

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

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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~~MFCU 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;

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- 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.

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EXHIBIT D – Standard Terms and Conditions

- 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.

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- 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.

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Commented [JM30]: For NW Rides: new section added to align with activities already being conducted in collaboration with CareOregon's Transportation and Enterprise Resilience teams to improve NEMT brokerage and CareOregon preparedness for disaster events.

13. **Business Continuity and Disaster Recovery.**

- a. Delegate shall provide CareOregon a business continuity and disaster recovery plan annually and upon request. The plan should broadly adhere to national or international business continuity standards such as NFPA 1600 or ISO 22301. The plan should be reviewed and updated as required by operational needs and at minimum once per year.

Commented [JM31R30]: NFPA 1600 has been sunset and replaced by 1660, CareOregon team to do an audit of current NEMT Annex to identify gaps. We will work with brokerages in 2026 to implement any new requirements identified, but in current state we'll only require that brokerages meet standards in 1600.

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- b. Delegate shall communicate planned service impairments two weeks ahead of impacts and unplanned impairments as soon as practical but no later than within sixty (60) minutes of discovery. Preliminary findings from service disruptions will be reported within ~~XX~~72 hours of occurrence, with written findings and formal corrective action plan with remediation steps, ownership and timelines shared within one month of occurrence.
- c. Delegate will provide CareOregon a 24/7 contact as well as two points of escalation.
- d. Delegate will test the business continuity and disaster recovery plan annually and provide written results of performance test along with corrective action plan to CareOregon within one month of test completion.
- e. In the event of service disruption, Delegate will work 24/7 to restore services and provide written updates on status every eight hours.
- f. The occurrence of a force majeure event as defined in Section 127 does not excuse or limit Delegate' obligation to implement the business continuity and disaster recovery plan and restore the services and systems in accordance with this Section.

13.14. 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.

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14.15. Subcontracts.

- a. In addition to all of the other provisions OHA requires under the CCO Contract, including without limitation, information required to be reported under Ex. B, Part 4 of the CCO Contract, and any other information OHA or CCO may request from time to time, Delegate shall include in any permitted downstream subcontract under this Agreement provisions to ensure that OHA will receive the benefit of Delegate performance as if the Delegate were the CCO with respect to Sections 1, 2, 3, 4, 15, 16, 18, 19, 24, and 30-32 of Exhibit D of the CCO Contract and as further specified in various provisions of this Agreement, OHA and/or CCO's consent to any Downstream Entity subcontract(s) shall not relieve Delegate of any of its duties or obligations under this Agreement.

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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.

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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.

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d. Where Delegate is permitted to subcontract certain functions of this Agreement, prior to executing any such subcontract with a Downstream Entity, Delegate shall provide CCO, with ~~thirty~~ (30) day advance written notice, 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.

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Commented [PG32]: Meets new requirement in 2026 CCO Contract, Ex.B., Part 4, Sec.12(a)(8)

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 Entities.

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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/>.

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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.

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h. Delegate and any Subcontractors must meet the standards for timely access to care and ~~services~~ Services as set forth in the CCO Contract and OAR 410-141-3515, which includes, without limitation, providing ~~services~~ Services within a time frame that takes into account the urgency of the need for ~~services~~ Services.

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i. Annual ~~s~~Subcontractor performance reporting by Delegate to CareOregon should include at a minimum, include the following:

i. ~~w~~Whether the employees of the Downstream Entities have ~~under~~

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~~gone~~undergone 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.

- j. Requested Subcontracts. For any subcontractors that Delegate has entered into contracts to provide the ~~services~~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~~Subcontracts that relate to the ~~services~~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.

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~~15,16.~~ **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.

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~~16,17.~~ **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 ~~f~~ederal 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.

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~~17,18.~~ **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.

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~~18,19.~~ **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

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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 ~~s~~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.

~~19-20~~ **Equal Access.** Delegate shall provide equal access to Covered Services for ~~both male and female~~ Members of all genders under 18 years of age, including access to appropriate facilities, services, and treatment, to achieve the policy in ORS § 417.270.

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~~20-21~~ **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.

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~~21-22~~ **Mandatory Reporting of Abuse.**

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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.

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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:

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- 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).

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c. Delegate shall report suspected Adult Abuse, neglect, or financial exploitation as follows:

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- 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.

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22-23. 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.

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23-24. 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.

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24-25. 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

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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”).

25-26. 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.

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26-27. 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 (5) 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.

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CCOCareOregon: 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.

27-28. 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.

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28-29. 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:

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- 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~~ 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)

1. 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 the State of Oregon 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.

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2. 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.

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3. 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.

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4. 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.

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5. 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

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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.

~~5.6.~~ 6.6. 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.

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~~6.7.~~ 7.7. 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.

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~~7.8.~~ 8.8. 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~~ CareOregon.

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~~8.9.~~ 9.9. 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.

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

~~9.10.~~ 10.10. 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.

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~~10.11.~~ 11.11. 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 \$1,000,000 ~~million dollars~~ on the condition that Delegate’s hired and non-owned automobile insurance policy acts as excess coverage.

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12. Limit Adjustments. CCO-CareOregon 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.

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EXHIBIT G
BUSINESS ASSOCIATE AGREEMENT

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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

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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.

Page 60 of 68 ~~EXHIBIT F~~

EXHIBIT G – Business Associate Agreement

- 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.

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- k) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, the Company available to the Company or, at the request of the Company, to the Secretary or other regulatory official as directed by the Company, in a time and manner requested by the Company or such official for the purpose of determining the Company' or Business Associate's compliance with the HIPAA Regulations.
- l) Business Associate agrees to implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it receives from, or creates or receives on behalf of, the Company as required by the Security Rule. Business Associate will ensure that any Agent or Subcontractor to whom Business Associate provides EPHI agrees to implement reasonable and appropriate administrative, physical and technical safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of such EPHI. Business Associate agrees to comply with Sections 164.306, 164.308, 164.310, 164.312, and 164.316 of Title 45, Code of Federal Regulations with respect to all EPHI.
- m) In conducting any electronic transaction that is subject to the Electronic Transactions Rule on behalf of the Company, Business Associate agrees to comply with all requirements of the Electronic Transactions Rule that would apply to the Company if the Company were conducting the transaction itself. Business Associate agrees to ensure that any Agent or Subcontractor of Business Associate that conducts standard transactions with PHI of the Company will comply with all of the requirements of the Electronic Transactions Rule that would apply to the Company if the Company were conducting the transaction itself.
- n) Business Associate shall not disclose PHI to any member of its workforce unless Business Associate has advised such person of Business Associate's privacy and security obligations under this BAA, including the consequences for violation of such obligations. Business Associate shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in violation of this BAA or applicable law.
- o) Business Associate shall notify the Company of any Breach immediately and without unreasonable delay, and in no case later than one (1) business day after Discovery of the Breach. Business Associate will require its Subcontractors and Agents to notify the Company of a Discovery of a Breach at the same time its Subcontractors and Agents notify the Business Associate, and the following shall apply:
 - 1. Notice to the Company shall include, to the extent possible: (i) the names of the Individual(s) affected by the Breach; (ii) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured PHI that were involved in the Breach; (iv) any steps affected Individuals should take to protect themselves from potential harm resulting from the Breach; (v) a description of what Business Associate is doing to investigate the Breach, to mitigate harm to the affected Individual(s), and to protect against further Breaches; (vi) any notice Business Associate has given pursuant to 45 CFR § 164.404 and (vii) any other information that the Company reasonably requests.
 - 2. After receipt of notice, from any source, of a Breach involving PHI used, disclosed, maintained, or otherwise possessed by Business Associate or any Subcontractor or Agent of Business Associate, the Company may: (i) require Business Associate, at Business Associate's sole expense, to use a mutually agreed upon written notice to notify, on the Company' behalf, the affected Individual(s), in accordance with the notification requirements set forth in 45 CFR § 164.404, without unreasonable delay, but in no case later than sixty (60) days after discovery of the Breach; or (ii) elect to itself provide such notice. Business Associate shall indemnify, hold harmless, and defend the Company from and against any and all costs (including mailing, labor, administrative costs, vendor

charges, and any other costs determined to be reasonable by the Company), losses, penalties, fines, and liabilities arising from or associated with the Breach, including without limitation, the costs of the Company' actions taken to: (i) notify the affected Individual(s) of and to respond to the Breach; (ii) mitigate harm to the affected Individual(s); (iii) respond to questions or requests for information about the Breach; and (iv) fines, damages or penalties assessed against the Company on account of the Breach of Unsecured PHI.

- p) Business Associate shall not use or disclose PHI that is genetic information, or sell (or directly or indirectly receive remuneration in exchange for), any PHI in violation of 45 CFR §164.502(a)(5).
- q) Business Associate shall not use or disclose PHI for Marketing or Fundraising purposes without prior written consent from the Company, subject to any conditions of such consent.

3. Permitted Uses and Disclosures by Business Associate

- a) Subject to this BAA and applicable law, Business Associate may use or disclose PHI in connection with functions, activities or services for, or on behalf of, the Company under the Agreement, provided that such use or disclosure would not violate the HIPAA Rules or the Company' own policies and procedures concerning compliance with the "minimum necessary" standard under 45 CFR § 164.502(b) if performed by the Company.
- b) Business Associate may use and disclose PHI for the proper management and administration of Business Associate or to carry out the legal obligations of Business Associate, but only if:
 - 1. The disclosure is required by Law; or
 - 2. Business Associate receives reasonable assurances from any party to whom the PHI is disclosed that: (i) the PHI will be held confidentially by that party; (ii) the PHI will be used or further disclosed by that party only as required by law or for the purpose for which it was disclosed to that party; and (iii) the party agrees to notify Business Associate of any Breaches of which the party becomes aware.

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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.

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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.

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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.

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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

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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: _____

EXHIBIT H
CAREOREGON DATA SECURITY AGREEMENT

These Data Security Requirements outline the security measures and data protection expectations between CareOregon and Delegate concerning confidential and sensitive information. This Exhibit H aims to ensure the secure handling of data while maintaining legal and industry compliance.

- 1. CareOregon Data.** “CareOregon Data” is defined as all confidential and proprietary business information including but not limited to agreement terms, business relationships, potential collaborations, trade secrets, payor lists, Personal Information (as defined in ORS 646A.602(12)), Protected Health Information (as defined in 45 C.F.R. § 160.103), information considered confidential and restricted under other Oregon State and Federal laws, databases, strategic and financial information and other business information, the unauthorized disclosure or use of which will be highly injurious to CareOregon and its business and its relationships in amounts not readily ascertainable.
- 2. Security Program and Data Security.** Delegate shall have implemented and agrees to maintain a comprehensive security program and data protection plan that meets or exceeds industry standards and applicable laws and regulations to safeguard any and all protected health information (“PHI”) and other sensitive data provided by CareOregon or obtained or created on behalf of CareOregon. The security program shall include a data protection plan with administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of PHI and other sensitive data. Delegate shall provide CareOregon with a copy of its security program and data protection plan upon request. Delegate shall promptly notify CareOregon in the event of any actual or suspected unauthorized access, use, disclosure, theft, loss, or destruction of PHI or other sensitive data. Delegate shall conform to generally recognized industry standards, employ at least one recognized security framework for its operations such as NIST CSF, ISO 27001, Cobit or other similar, and abide by all applicable laws or regulations.
- 3. Third-Party Certifications.** Delegate agrees that a SOC2 Type II certification shall be conducted annually, and Delegate agrees to provide CareOregon with the current SOC2 Type II report and any associated bridge letters or updates upon CareOregon’s request. Alternative third-party audits such as ISO 27001, or HITRUST may be considered in place of a SOC2 Type II audit. Delegate agrees to provide notice to CareOregon within thirty (30) days should compliance with this section change during the term of the Agreement.
- 4. CareOregon Audits.** At any time during the term of the Agreement, not more frequently than once a year, CareOregon may at its own expense, perform a confidential audit or review of Delegate’s compliance program and systems used to store, transmit, or process CareOregon Data. Delegate agrees to respond to all reasonable requests for documentation in the execution of that audit, such as security program documentation, system security plans (“SSP”), architectural or technical diagrams, security policies and procedures, internal risk assessments, and other third-party security audits and/or assessments. CareOregon may issue findings or corrective actions to Delegate as an outcome of the audit. Delegate agrees to review, respond, and remediate the findings in good faith. Any audit requests by CareOregon must be completed in a timely manner not exceeding thirty (30) days from date of request.
- 5. Data Storage and Transmission.** Delegate agrees that any and all CareOregon Data will be stored, processed, and maintained solely on designated target servers in accordance with Section entitled “Data Location” of this Exhibit H. CareOregon Data must be encrypted while at rest in accordance with Section entitled “Data Encryption Standard” of this Exhibit H. Unless previously agreed to in writing by CareOregon, at no time will CareOregon Data be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that device or storage medium is in use as part of Delegate’s designated backup and recovery processes and is encrypted in accordance with the section of this

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Exhibit H entitled “Data Encryption Standard.” Delegate further agrees that any and all electronic transmission of CareOregon Data shall be transmitted in an encrypted state using encryption per the section of this Exhibit H entitled “Data Encryption Standard” and take place solely in accordance with the section of this Exhibit H entitled “Data Re-Use” of this Exhibit H. These data storage and transmissions requirements shall apply to Delegate, Delegate’s subcontractors and sub-subcontractors for daily service delivery and billings functions of NEMT vehicle-provided rides and Delegate shall incorporate these data storage and transmission requirements into its subcontract agreements.

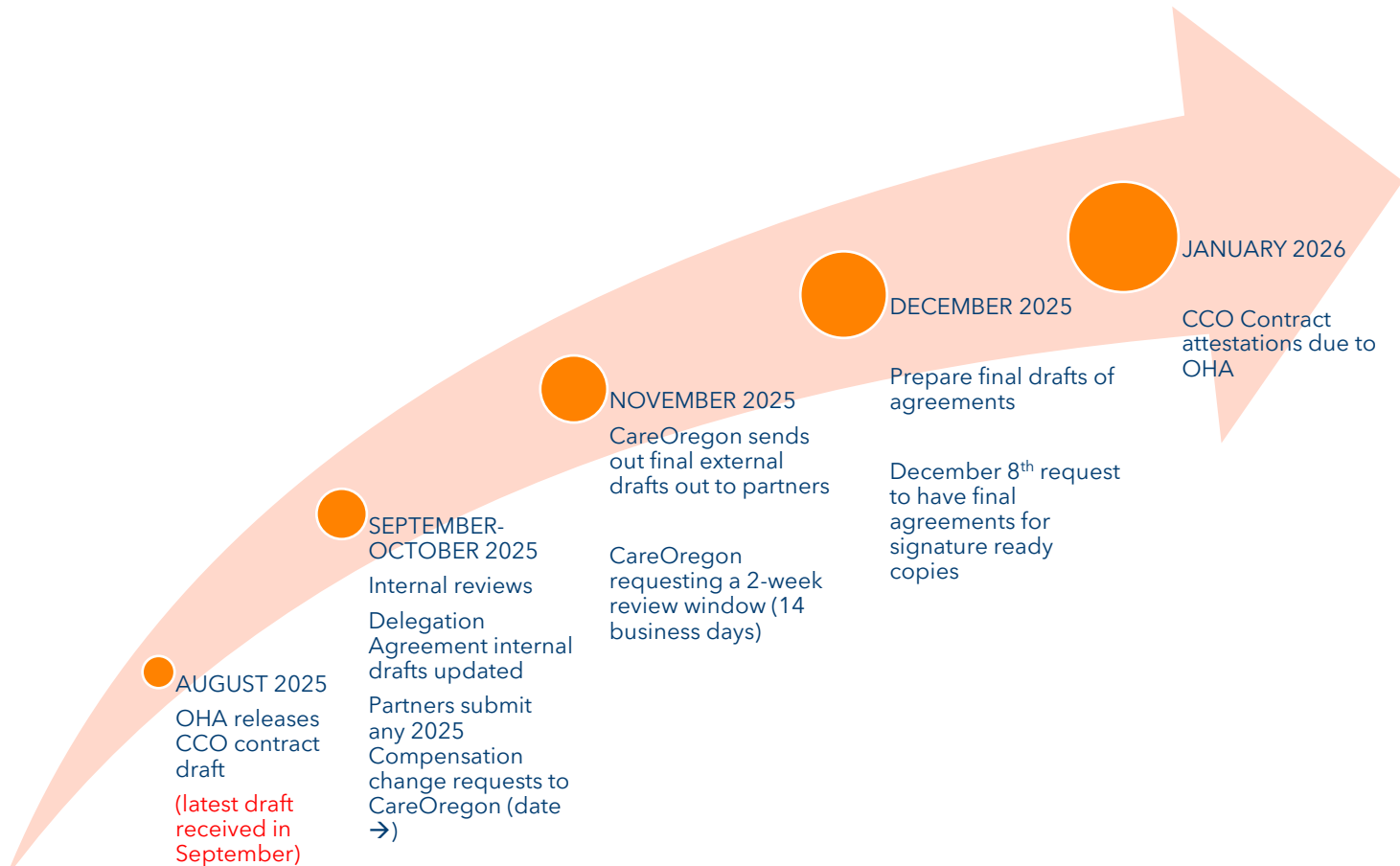
- 6. Data Location.** Unless otherwise stated in the Scope of Work and approved in advance by CareOregon, Delegate will limit the storage and transmission of CareOregon Data to data centers and network paths physically located in the United States. This includes Delegate’s own data center assets and any third party or subcontracted “cloud” services used by Delegate to provide services to CareOregon.
- 7. Data Encryption Standard.** Delegate agrees to encrypt all CareOregon Data regardless of location using commercially supported encryption solutions. Delegate agrees that all designated backup and recovery processes maintain data in encrypted form, including on recovery media. Delegate shall ensure physical storage encryption modules are consistent with FIPS 140-2 “Security Requirements for Cryptographic Modules”. Encryption algorithms will meet or exceed the standards defined in NIST SP 800-57 Part 3 “Recommended Key Sizes and Algorithms” and at a minimum will be deployed with no less than a 256-bit key length for symmetric encryption and a 2048-bit key length for asymmetric encryption.
- 8. Data Use.** Delegate agrees to use CareOregon Data solely for the purposes specified in this Agreement. CareOregon Data shall not be shared, distributed, or repurposed across applications, environments, business units, Subcontractors or other interested third parties of Delegate without written consent from CareOregon.
- 9. Non-disclosure.** Unauthorized use or disclosure of CareOregon Data is prohibited. Delegate shall implement necessary internal controls, segregation of duties, and non-disclosure agreements to prevent unauthorized access to CareOregon Data. Delegate shall limit staff knowledge of CareOregon Data to those who require access to perform job duties.
- 10. Damages.** Notwithstanding any other provision in this Agreement (including any limitation of liability clauses), Delegate shall indemnify, hold harmless, and defend CareOregon from and against any and all costs (including without limitation, mailing, labor, administrative costs, vendor charges), fines, liabilities, and corrective action (including without limitation, notification costs, forensics, credit monitoring services, call center services, identity theft protection services, and crisis management/public relations services) arising out of the Data Breach.
- 11. Data Ownership.** CareOregon retains ownership of CareOregon Data. Delegate holds a limited, non-exclusive license to access and use CareOregon Data solely for fulfilling contractual obligations. Nothing herein shall be construed to confer any license or rights.
- 12. End of Agreement Data Handling.** Delegate agrees that upon termination of the Agreement it shall erase, destroy, and render unrecoverable all CareOregon Data and certify in writing that these actions have been completed within thirty (30) days of the termination of the Agreement or within seven (7) days of the request of the CareOregon Contract Administrator, whichever comes first. At a minimum a “Clear” media sanitation is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitation, SP800-88, Appendix A (csrc.nist.gov).
- 13. Subcontractors.** All Subcontractors with access to CareOregon Data must comply with this Exhibit H. Upon request by CareOregon, Delegate shall disclose to CareOregon all Subcontractors or service providers that have access to CareOregon Data. Delegate shall notify CareOregon of any changes or additions of Subcontractors with access to CareOregon Data.

14. Legally Required Disclosures. If Delegate is required to disclose CareOregon Data pursuant to the order of a court or administrative body of competent jurisdiction or a government agency, Delegate shall: (i) if practicable and permitted by law, notify CareOregon prior to such disclosure, and as soon as possible after such order; (ii) cooperate with CareOregon (at CareOregon's costs and expense) in the event that CareOregon elects to legally contest, request confidential treatment, or otherwise attempt to avoid or limit such disclosure; and (iii) limit such disclosure to the extent legally permissible.

15. Contact Person. Delegate shall designate a responsible contact person for security-related matters who may be reached within one (1) business day. Changes to the contact person shall be communicated to CareOregon within fifteen (15) days of the change.

2026 Contract season

2026 CareOregon Delegation Agreement timeline: Transportation



What we ask of our NEMT partners

- Partners who require BOD review and approvals:
 - please identify a meeting date/time
 - CareOregon will send a representative (if applicable)
- Partners who require legal counsel or contract oversight team review
 - please share this timeline with them by October 17th 2025
- Partners who seek rate changes
 - please submit by October 21st, 2025

2026 Planned Changes to Delegation Agreements: Transportation

- CCO Citations - continued revisions for additional clarity

Purpose of these edits and updates is to reflect the requested changes from past versions, crafting clearer expectations and contract language. In 2024, we gained agreement and support from the Delegation Oversight team to target these areas. Expand or adjust from current way this is full pass through from CCO contract via citations only.

- Required FWA activities, including suspected FWA notifications - re-align with CO and review timeframes
- SAM/OIG exclusion - add to contract in spelled out terms
- Required Training topics - cadence, content and reporting
- Subcontractor oversight - expectations if considered delegated functions, and oversight pass throughs
- OHA reporting requirements - in tandem with previous NOOMP (now retitled) - synthesizing them into one document

2026 Planned Changes to Delegation Agreements: Transportation

- CCO Requirements
 - Data Security
 - Defines in greater specificity compared to BAA, some overlap
 - Third party certifications - HITRUST (or something similar to ISO 27001 or SOC2 Type II)
 - Audits - will usually be sent by a 3rd party in survey form
 - Data ownership and end of agreement handling
 - Mostly addressed through Ecolane usage, but anything only accessible within partner's "internal walls"
 - Data storage, transmission, location
 - Data encryption & limitations to United States
 - Data use, non-disclosure and HIPAA
 - Contact person/details (if different than main contact)

2026 Planned Changes to Delegation Agreements: Transportation

- CCO Requirements – adding in explicit language
 - Business Continuity – formalizing activities that have already been in progress:
 - Business continuity/disaster recovery plan
 - Test plans and provide results of plan, including any follow-up activities/corrective action
 - 24/7 contact in case of disaster event, work 24/7 to restore services and provide written updates every 8 hours (incident report form)

2026 Planned Changes to Delegation Agreements: Transportation

- Collaboration Framework (potential change)
 - New proposed section for NW Rides and TransLink partners only
- NOOMP (planned change)
 - Retitling **NEMT Subcontractor Responsibilities and Deliverables Guide**, which includes:
 - Majority (maybe all) reporting obligations (ad-hoc to regular submissions)
 - Dates/timeline schedule

IconiPro Security & Alarms
PO Box 935 38209 Brooten Road, Pacific City, OR 97135
Tel (503) 965-7555 Fax (503) 965-7556 [Pacific City]
Tel (541) 994-3050 [Lincoln City]
Tel (541) 264-2911 [Newport]
Oregon CCB #216433, BCD #CLE494
www.iconipro.com



October 15, 2025

Emailed to: mreed@tillamookbus.com

Tillamook County Transportation
3600 3rd Street
Tillamook, OR 97141

Mike,

Thank you for letting me stop in and meet with Brian the other day. He asked that I update this proposal for the District. It is time that that old fire alarm system be put out to pasture, as the Dairymen would say around here.

Because we are needing to replace both fire alarm panels, we must bring the systems up to the current fire alarm code, which will entail expanding both fire alarm systems, the main and shop buildings. We will be splitting up the fire alarm system into two independent fire alarm systems with no interconnection. We will try to utilize as much equipment already in place that is usable. We will replace and update the fire alarm system as follows:

Main Office Fire Alarm System

The original fire alarm system only covered the west half of the building, so we will have to expand detection and notification into the rest of the west side of the building. It will entail the following:

- 1 FireLite ES-50X addressable fire alarm panel with battery backup.
- 1 Fire Department key box.
- 1 Napco fire alarm cellular/internet alarm communicator.
- 1 FireLite remote annunciator.
- 19 System Sensor addressable photoelectric smoke detectors.
- 7 FireLite addressable manual pull stations.
- 7 System Sensor indoor fire alarm strobes.
- 4 System Sensor indoor fire alarm horn/strobes.
- 1 System Sensor exterior fire alarm horn/strobe.
- Programming, testing and customer training.

Parts, installation, programming, and testing will be \$33,065.00 plus permits. Monthly monitoring services will be \$46.99. We will require a signed contract for the installation, service, inspections, and monitoring with 20% due upon acceptance, 20% due upon prewire completion with the balance due upon completion.

This proposal is based upon the following assumptions:

- Customer will continue to provide 110V power on a dedicated 20-amp circuit to the fire alarm panel.
- Installation will happen during normal business hours Monday through Friday.
- Customer will provide access to all areas of the building necessary for our installation.

- Customer is to provide any patch/paint because of our system installation.

Up on acceptance of our proposal, we will create our engineered drawings and submittal packet for the County's plan review process. Once the plan review process is completed and are awarded our permit, we can then proceed with the installation.

Shop Fire Alarm System

This system will stay virtually the same, but it will be monitored as its own system, independent from the main office. We will be adding rate-of-rise heat detectors in the shop and mezzanine area. We will utilize all the existing notification devices that are already in place.

- 1 FireLite ES-50X addressable fire alarm panel with battery backup.
- 1 Napco cellular/internet fire alarm communicator.
- 1 Fire alarm document box.
- 1 Fire Department key box.
- 1 FireLite remote annunciator.
- 1 System Sensor addressable photoelectric smoke detector.
- 5 System Sensor addressable heat detectors.
- 3 FireLite addressable manual pull stations.
- 1 System Sensor exterior fire alarm horn/strobe.
- Programming, testing and customer training.

Parts, installation, programming, and testing will be \$21,430.00 plus permits. Monthly monitoring services will be \$46.99. We will require a signed contract for the installation, service, inspections, and monitoring with 20% due upon acceptance, 20% due upon prewire completion with the balance due upon completion.

This proposal is based upon the following assumptions:

- Customer will continue to provide 110V power on a dedicated 20-amp circuit to the fire alarm panel.
- Installation will happen during normal business hours Monday through Friday.
- Customers will provide access to all areas of the building necessary for our installation.
- Customer is to provide any patch/paint because of our system installation.
- If available, we would like to have access to the customers internet for an additional medium of communicating with Monitoring. The system would use the internet as its primary communication path with cellular being the backup.

Up on acceptance of our proposal, we will create our engineered drawings and submittal packet for the County's plan review process. Once the plan review process is completed and are awarded our permit, we can then proceed with the installation.

Per fire code (Oregon Fire Code Section 907.8), we will perform the system's regular fire alarm inspections to check for function and deficiencies of the system. Copies of these fire alarm inspections, required by code, are provided to you and the local Fire Marshal. These inspections are an additional cost to our normal monitoring service. Our fire alarm inspections include testing the interfacing devices with the sprinkler system, as we do not provide inspection services for the whole sprinkler system. You will need to maintain your sprinkler company for those regular inspections.

Upon completion you will have two independent, non-proprietary, fire alarm systems meeting the requirements for manual activation and occupancy notification for each building. This system will also display exactly which detector activated the fire alarm system, providing a superior response than the old system. We will utilize the existing cable and most of the notification devices, and we will be replacing the detectors and initiating devices.

All our installations come with a two-year component and one-year labor guarantee. We appreciate you looking to support a local business for all your fire alarm, video surveillance, security alarm, access control and low voltage cabling needs. Should you have any questions, or need additional information, please do not hesitate to call.

Warm Regards,

Glenn Gillas

Glenn Gillas, Project Manager



Tillamook County Transportation District Annual Board Meeting Schedule for 2026

January	January 21, 2026
February	February 18, 2026
March	March 18, 2026
April	April 15, 2026
May	May 20, 2026
June (adopt budget)	June 17, 2026
July	July 15, 2026
August	August 19, 2026
September	September 16, 2026
October	October 21, 2026
November	November 18, 2026
December	December 16, 2026

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

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

**Authorizing the General Manager)
to Execute Amendment Number 1)
to ODOT Grant Agreement No. 35607)**

RESOLUTION NO. 25-31

WHEREAS, the Tillamook County Transportation District (“District”) has received a grant from the Oregon Department of Transportation (“ODOT”) STIF Discretionary fund to support projects that enhance the Statewide Transit Network Program, which grant is memorialized in ODOT Grant Agreement No. 35607; and

WHEREAS, ODOT allocated funding to the District to design, purchase, construct, and install, approximately two bus passenger shelters, two bus route signs including signposts, and two amenities to support the transportation needs of the general public and seniors and individuals with disabilities, and for associated general development/comprehensive planning; and

WHEREAS, on September 21, 2023, the District entered into ODOT Grant Agreement No. 35607, memorializing a grant in the amount of \$160,000; while the grant amount does not change under Amendment 1, the Associated Line Items (ALIs) shown in the Project Description/Statement of Work have been revised to better identify dollar amounts by task; and

WHEREAS, the District and ODOT mutually desire to modify the agreement to revise the Associated Line Items; and

WHEREAS, the District Board of Directors wishes to authorize the General Manager to execute Amendment 1 to ODOT Grant Agreement No. 35607 on behalf of the District, to revise the Associated Line Items to better identify dollar amounts by task.

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

that the General Manager is hereby authorized to accept and execute Amendment 1 to ODOT Grant Agreement No. 35607 on behalf of the Tillamook County Transportation District, to revise the Associated Line Items to better identify dollar amounts by task.

INTRODUCED AND ADOPTED this 19th day of November 2025.

ATTEST:

By: _____
Jonathan Bean, Board Chair

By: _____
Brian Vitulli, General Manager

AMENDMENT NUMBER 1
ODOT GRANT AGREEMENT NO. 35607
Tillamook County Transportation District

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as **State**, and **Tillamook County Transportation District**, hereinafter referred to as **Recipient**, entered into an Agreement on **September 21, 2023**. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by **State** and **Recipient** that the Agreement referenced above, although remaining in full force and effect, shall be amended to reallocate funding between projects and revise Exhibit A.

Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."

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

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

SIGNATURE PAGE TO FOLLOW

Tillamook County Transportation District,
by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

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

State Contact:

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

Signed Agreement Return Address: ODOTPTDReporting@odot.oregon.gov

State of Oregon, by and through its
Department of Transportation

By _____
Suzanne Carlson
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 10/28/2025

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$250,000)

N/A

Revised Exhibit A
Project Description and Budget

Project Description/Statement of Work

Project Title: STIF Disc Tillamook County Transportation District 35607				
<i>NW Connector Transit Access Passenger Shelters</i>				
	Total	Grant Amount	Local Match	Match Type(s)
P-23-3863-01 Item #1: Passenger Shelters				
	\$60,000.00	\$48,000.00	\$12,000.00	State
P-23-3863-01 Item #2: Miscellaneous Equipment				
	\$20,000.00	\$16,000.00	\$4,000.00	State
P-23-3863-01 Item #3: Passenger Shelters				
	\$120,000.00	\$96,000.00	\$24,000.00	State
Sub Total	\$200,000.00	\$160,000.00	\$40,000.00	
Project Title: STIF Disc Tillamook County Transportation District 35607				
<i>NW Connector Transit Access Project Planning</i>				
	Total	Grant Amount	Local Match	Match Type(s)
Sub Total	\$0.00	\$0.00	\$0.00	
Grand Total	\$200,000.00	\$160,000.00	\$40,000.00	

1. BACKGROUND

In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects.

The STIF Discretionary fund is a flexible fund source that aims to expand or improve public transportation services by supporting projects that create new service routes, adopt enhanced forms of technology and data collection, maintain transit fleets in a state of good repair, and advance the equity and sustainability of transportation in the state.

The STIF Intercommunity Discretionary fund is housed with FTA Section 5311(f) funds under the "Statewide Transit Network Program." The purpose of the Statewide Transit Network Program is to support projects that enhance Oregon's statewide fixed route transit network by investing in key transit hubs, closing gaps between two or more communities, improving access to and from transit for pedestrians and bicyclists, improving collaboration and coordination between agencies that results in functional benefits, or other activities that improve the function of the overall transit network and serve the interests of more than one transit agency.

This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.

2. PROJECT DESCRIPTION

This Agreement provides funding to design, purchase, construct and install, approximately two bus passenger shelters, two bus route signs including sign posts, and two amenities to support the transportation needs of the general public and seniors and individuals with disabilities. The stops in this project are located in Lincoln County at Rays Market in Waldport Lat/Long 44.42964,-124.06047 and Tillamook County in Pacific City Alder Street and Cape Kiwanda Drive Lat/Long 45.21498,-123.96963.

The purpose of the project is to provide shelter from weather, passenger amenities such as benches for the comfort and convenience of riders, and signage for transit route information.

Eligible expenses are: associated services, permits, permissions, and equipment needed to put the passenger shelters, signs, and amenities into service; costs incurred from the procurement process; delivery charges; and post-delivery inspections. Architecture, Design, Engineering, Planning, and Preparation services and permits, clearly needed to proceed with the project, are eligible reimbursable expenses.

A Documented Categorical Exclusion worksheet or Categorical Exclusion worksheet may be submitted to State to establish a historical benchmark. State-funded shelters, signs, or amenities projects must comply with state and local procurement and construction rules.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Recipient will submit final design, site plans and associated maps showing shelter, sign, and amenity locations. Recipient will submit certification attesting to any applicable permits, inspections, or other requirements prior to final payment. State may perform an on-site inspection or request photos of installations prior to final payment.

a. Recipient shall procure, and hire a consultant to finalize design work of stop projects.

b. Recipient shall procure, and hire a general contractor/project manager who will be able to perform or supervise the following:

- Project Management*
- Final design consultation with consultant, and ODOT Development and Review.*
- Work with local cities, or ODOT for all construction permits, as well right of way permits.*
- Construction and construction oversight, to stay on time and budget.*

c. Recipient shall contact local jurisdictions to confirm stop locations, design of stops, and that stops are agreeable between transit agencies, and local jurisdictions. Recipient shall send local jurisdictions agreeability to State for files. State shall transmit agreeability of local jurisdictions to contractor completing Documented Categorical Exclusion for Federal Transit Administration for approval.

d. Recipient shall require Project Manager/Contractor to work with ODOT Senior Transportation Planner, from Region 2, Astoria for assistance in Right of Way permitting where applicable.

e. Recipient shall require Project Manager/Contractor to submit reports to Recipient regarding progress of project. Recipient shall work with Project Manager/Contractor to determine if weekly, bi-weekly, or monthly reports are acceptable.

f. Recipient shall attach reports submitted by Project Manager/Contractor quarterly to reimbursement for this agreement.

By accepting funds, Recipient certifies that the project will meet all Americans with Disabilities Act requirements as set forth in 49 CFR parts 27, 37, and 38.

Recipient will submit final photographs of completed project, at time of final submission of reimbursement.

All purchases, installations, and construction must be completed prior to the expiration date of this Agreement. If an extension for time is required, a request must be received by State at least 45 days prior to the expiration date.

*RFP/IFB Issue Date: July 1, 2025
Contract Award Date: July 31, 2025
Initial Delivery Date: October 31, 2025
Final Delivery Date: April 30, 2027
Contract Completion Date: June 30, 2027*

Recipient, in the performance of this Project, shall document steps taken to improve accessibility of public transportation for vulnerable populations and/or historically marginalized communities. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.

4. PROJECT ACCOUNTING and MATCHING FUNDING

Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.

Eligible matching fund sources for this Agreement include federal funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as match. Administration and facility contributions are documented by percentage of contribution directly attributed to the project.

Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. The required local match share will be subtracted from the project expenses to determine the Agreement share of the project expense.

Receipt of federal funds for construction projects requires that labor must be paid at the prevailing wage as prescribed by the Davis-Bacon Act. Purchases or charges that are otherwise paid for in other agreements or contracts are excluded.

5. REPORTING AND INVOICING REQUIREMENTS

Recipient shall confirm the eligibility of any Sub-Recipient prior to distributing STIF moneys and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period. Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements.

Per OAR 732-044-0040(1)(a), Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary STIF funds by itself and its Sub-Recipients. Failure to use STIF funds towards achievement of identified project deliverables may result in the cessation of funding to Recipient for the remainder of the Agreement period.

Recipient agrees to assess and report the condition of facility and all capital assets within the facility. Recipient will report as prescribed by State on shelters, signs, and amenities purchased or constructed under this Agreement as long as they remain in use for public transportation service.

Copies of invoices for vendor charges must be submitted with reimbursement requests. In-house charges may be documented in a spreadsheet or with copies of timesheets showing time specifically associated with the project. In addition, Recipient must submit a cover letter or summary of the total expenses for work performed.

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

Project Progress Reporting

Recipient shall report Project progress quarterly through the Oregon Public Transit Information System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.

Outcomes Achieved Reporting

Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.

On a quarterly basis, in addition to continuing required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project. For the final quarter of the biennium, Recipient shall report on quarterly outcomes achieved as well as summarize outcomes achieved over the duration of the Agreement. Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.

Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.

Expenditures

Expenditures of STIF Discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures.

FOR CAPITAL ASSET AGREEMENTS:

Recipient shall ensure Satisfactory Continuing Control of capital assets, including real property, purchased in whole or part under this Agreement while the capital assets are being used for public transportation purposes. Satisfactory Continuing Control means the legal assurance that a capital asset will remain available to be used for its originally-authorized purpose throughout its useful life or until disposition.

An inventory of capital assets purchased in whole or in part with STIF funds will be created by State in the OPTIS asset register. The inventory will include a description of the capital asset, the date of purchase, the date put into public transportation service, the purchase price, the amount of STIF funds contributed to the purchase, the source of other funds, the authorized use per this agreement, the Recipient or Sub-Recipient using the capital asset (Owner/Operator), and the condition of the asset. Recipient shall report quarterly on all capital assets through the OPTIS APR, providing information relevant to purchased capital assets, including but not limited to, asset condition, and vehicle mileage.

Recipient shall request authorization from State for the sale, transfer, or other disposition of any Capital Asset purchased under this Agreement and shall report the amount of proceeds, if any, from the sale to State. Capital asset useful life standards shall be the same as those outlined by the Federal Transit Administration.

Recipient will provide reporting information as prescribed by State on the capital asset purchases under this Agreement as long as the capital asset remain in public transportation service.

Reimbursement requests for capital assets must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement. Where a vehicle asset will be partially funded with federal funds, Recipient shall submit pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business enterprise requirements.

Reporting on Mitigation of Tax Impacts to Low-income Populations

Per OAR 732-040-0025(1), Qualified Entities receiving STIF funds shall submit a report on any actions taken by any PTSP located within the area of the Qualified Entity to mitigate the impact of the STIF tax on passengers who reside in low-income communities. This report must be submitted no later than 60 days after the end of each fiscal year in which the Qualified Entity receives STIF funds.

Recipient shall submit this report as instructed separately from this Agreement and shall attach all responses submitted to Recipient by PTSPs receiving STIF discretionary funds that detail actions taken by those PTSPs.