

PUBLIC PROCUREMENT CONTRACT
(ORS Chapter 279B)
by and between COLUMBIA COUNTY and CONVERGINT

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and _____, hereinafter referred to as "Contractor".

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Effective Date. This Agreement is effective on July 1, 2022.
2. Termination Date. This Agreement shall terminate of June 30, 2025 subject to the following:
 - a. The County may extend the term of this Agreement by up to two (2) additional one (1) year terms by providing notice to extend to Contractor at least 60 days before any Term expires; and
 - b. The parties may sooner terminate this contract as provided herein.
3. Contract Documents. This Contract includes of the following documents:
 - Exhibit A - Request for Proposals (RFP)
 - Exhibit B - Contractor's Proposal
 - Exhibit C - Transit Service Area Boundaries
 - Exhibit D - Transit Service Schedules
 - Exhibit E - Medicaid Transportation Contract
 - Exhibit F - Grant Requirements
 - Exhibit G - Federal Requirements
 - Exhibit H - FTA Drug and Alcohol Regulations
 - Exhibit I - Certification Regarding Lobbying
 - Exhibit J - County Vehicle Fleet

In the event of conflicting terms, the Federal Requirements shall control, followed by the Grant requirements, this Contract, the County's RFP, and Contractor's Proposal in that order.

4. Contractor Services. Contractor agrees to provide the services described in Exhibits A and B, which are incorporated herein by this reference.
5. County Transportation Service Expansion. As County's transportation system continues to evolve, there may be additional services, equipment or other details to accommodate. It is the intent of the Parties that these changes and/or additions be

handled through frequent communication, with the goal of providing the best possible service to County riders. These issues will be negotiated and documented through letters, memoranda of understanding, or if necessary, amendments to this Contract.

6. **Consideration.** County shall pay Contractor on a time and materials basis, according to the rate set forth in Exhibit B. Said amount is the complete compensation to Contractor for the services performed under this Agreement. This fee shall include all expenses incurred by Contractor. Unless otherwise agreed to in writing by the parties, payment shall be made as provided in Section 6 of this agreement.

Each year, approximately 60 days prior to the anniversary of the effective date of this agreement, County and Contractor shall engage in a performance and compensation review, during which County shall review provide feedback on performance metrics such as Fixed-Route and Dial-A-Ride on-time performance, missed runs, rides per hour. Contractor may propose a rate increase of no more than the annual increase in the Bureau of Labor Statistics Consumer Price Index – West Region. Any resulting rate increase shall be approved by the County in writing and will become effective beginning the upcoming anniversary of the effective date of the agreement.

This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 24 of this Agreement.

7. **Billing And Auditing**

- a. **Billing/Payment.** Contractor shall submit a detailed invoice to County on a monthly basis. Contingent upon preliminary verification of the invoice, County will pay Contractor within thirty (30) days from the date of submission. The County will notify Contractor within 10 business days of receipt of an invoice if any amounts are disputed or not supported with proper documentation.

County may at any time conduct an audit of any and/or all records kept by Contractor for these services. Any overpayment uncovered in such an audit may be charged against Contractor's future invoices. Any underpayment uncovered in such an audit may be billed to County in future invoices. County will withhold payment for services which failed to meet service specifications or are otherwise questionable.

- b. **Audits and Examinations.** Upon County's request, contractor agrees to authorize an annual, independent financial audit or review to be performed by individuals licensed as certified public accountants by the Oregon Board of Accountancy, and who are independent of the Contractor's management. The following steps may be requested to be taken as part of the annual audit or examination of Contractor's activities:

- i. The audit/review report should contain a statement of all receipts and disbursements and such report shall further identify all relevant funding sources, including program income, and identify all other documents, books or records which support the final fiscal report.
 - ii. The audit/review shall cover the Contractor's fiscal year and any other period during which the Contractor provided services pursuant to the terms of this Agreement.
 - iii. The Contractor's auditor shall submit the audit directly to the County not later than ninety (90) days following the end of the Contractor's fiscal year.
 - iv. County shall procure and pay for all audit/review costs.
- 8. Permits - Licenses. At its sole cost and expense, Contractor shall obtain any and all permits, licenses, certificates, or entitlement to operate as are now or hereafter required by any agency, specifically including the Oregon Department of Transportation, and local building, planning and business license departments, to enable Contractor to perform this Contract, and shall provide copies of all such entitlement to County when received by Contractor. Contractor is liable for any and all taxes due as a result of this Contract.
- 9. Compliance with Codes and Standards.
 - a. It shall be the Contractor's responsibility to demonstrate compliance with all applicable Federal, State and local acts, statutes, ordinances, regulations, executive orders, proclamations, provisions and rules.
 - b. Contractor and its employees shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.
 - c. Contractor shall comply with all federal, state and local licensing and/or regulatory requirements (including permits - OSHA, DOT, EPA,) for the provision of elderly and disabled and public transportation services. Contractor shall be bound by the same terms and conditions of applicable federal and state regulations as are imposed on County for the proper administration of this Contract and under federal funding requirements.
 - d. No member of or delegate to the Congress to the United States, or other elected local, state or federal official, shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

10. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:

- a. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
- b. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
- c. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

11. Personnel. Contractor shall be solely responsible for the provision, training and satisfactory work performance of all employees as needed, in accordance with the following:

- a. **Payment of Wages and Benefits.** Contractor shall be solely responsible for payment of all employee and/or subcontractor wages and benefits. Without any additional expense to County, Contractor shall comply with the requirements of employee liability, Workers' Compensation, employment insurance, Social Security, OSHA regulations, EPA laws, and all other applicable laws.
- b. **County Right to Request Removal of Contractors Employee.** County shall have the right to demand removal from the Program, for reasonable cause,

any personnel furnished by Contractor, provided that County shall make such request to Contractor in writing giving such reasons. Contractor shall obtain County's written consent prior to entering into any subcontract affecting or for providing transportation service, provided that procurement of supplies and materials do not require such prior written consent. The County shall be given an opportunity to participate in the hiring process for senior level staff. Senior level staff includes managers, supervisors, dispatchers, driver trainers or other personnel that are in a decision making position.

- c. **Alcohol & Drug Compliance.** Contractor shall comply with Federal Transit Administration Drug and Alcohol Regulations, as amended which are attached hereto as Exhibit H, and are incorporated herein by this reference. To meet these requirements Contractor shall utilize its own compliant Drug and Alcohol Program including a Third Party Administrator (TPA) program which will perform all the functions required under the FTA and ODOT regulations.

County reserves the right to audit the drug and alcohol program documentation as required by FTA regulations. Contractor shall be required to complete any reporting requirements stipulated by ODOT-PT and FTA. Contractor shall report to the County yearly on or before January 10th for the prior calendar year, on its Drug and Alcohol program so that the County can complete its required reporting to FTA.

- d. **Labor Protection.** Contractor will comply with the regulations issued by the U.S. Department of Transportation and the Department of Labor pursuant to 49 U.S.C. 5333(b), as amended. Contractor will ensure that the employment conditions of the Contractor's employees, and employees of the transportation providers in its area remain the same or improve as a result of aid received under this Contract. Contractor shall provide immediately upon County's request employee data, such as employee positions and compensation, for use in complying with 49 U.S.C. 5333(b). Contractor shall be responsible for any 5333(b) employment obligations that arise within the scope of this Contract and with respect to individuals employed by Contractor. County will not indemnify Contractor for any 5333(b) claims.
- e. **Other Qualifications.** All operators shall be in compliance with all applicable sections of the Oregon Vehicle Code, and ORS 267.237 (criminal records check); Fitness Determinations; Rules Regarding Dissemination; and ORS 807.010-807.620 (Driving Privileges and Identification Cards, Oregon Vehicle Code Requirements). County may conduct operator qualification spot audits through the Contractor's Representative at any reasonable time.

12. Vehicles [Applicable to Contract for Vehicle Operators].

- a. **Vehicle Inventory.** Contractor is authorized to use County's transportation fleet for providing transportation services under this Contract. County's current transportation fleet is listed on Exhibit J which is attached hereto and

incorporated herein by this reference. County's fleet is offered as-is without any warranties, implied or express, including, but not limited to warranties as to mechanical condition, ADA compliance, or otherwise. Contractor shall not use these vehicles for any purpose other than as expressed in this Contract. The County will obtain registration and vehicle licenses for all County owned vehicles provided under this Agreement.

- b. **Condition upon Initial Delivery to Contractor.** County and Contractor agree that vehicles will be delivered to Contractor in safe and serviceable condition. Prior to acceptance of any vehicle for service, Contractor shall be responsible for inspecting said vehicle to determine whether it is in a safe and serviceable condition meeting generally accepted standards and practices of the public transportation industry and meeting all requirements of the state and federal government and all requirements contained in this Contract. In the event the inspection reveals defects in the vehicles, it shall be County's responsibility to have these items repaired at County's expense. All vehicle maintenance, repair and inspection records shall remain at the Columbia County Rider Transit Facility.
- c. **Condition upon Re-Delivery to County.** Except for normal wear and tear, vehicles will be returned to County in the same condition as they were received by Contractor.
- d. **Damage.** Should the vehicle damage sustained, be beyond the Contractor's ability to repair; it is Contractor's responsibility to have all physical damage to vehicles sustained while vehicles are in Contractor's possession, regardless of cause, delivered to a certified repair facility, within five (5) days of County's approval, if at all possible. All damage must be reported immediately to the County, who must also be kept updated regarding the status of the repairs. All damage will be covered under Contractor's insurance. The Contractor shall keep an accident repair log which will include all costs associated with repairs, including any deductible paid toward a repair.

County vehicles that are considered totaled will be subject to an independent loss evaluation. Contractor shall have thirty (30) days from the date of the evaluation to remit the remaining cost of the vehicle to the County. After thirty (30) days the cost of the vehicle will be deducted from the Contractor's payment for services.

- e. **Vehicle Markings.** Any required changes to existing vehicle paint schemes or markings shall be the responsibility of County. Contractor shall not make any changes in vehicle paint schemes or add markings without the approval of the County. The mark CCRider and all goodwill associated therewith are owned by the County. Contractor agrees that it shall not contest the validity of the mark or the County's rights to the mark. Contractor's use of the mark shall be subject to the control and prior approval of the County and cannot be used in any way without pre-approval of the County.

- f. **Other Transportation Operations.** Contractor will not engage in Charter Bus operations, as defined by 49 CFR Part 64, Charter Services. Contractor will not engage in subscription service without prior approval of the County.
- g. **Compliance with Other Federal Requirements.** Contractor shall comply with other applicable federal requirements, and hereby gives the applicable assurances and certifications, as are required by the Master Agreement signed by ODOT as a consideration of obtaining FTA funds, a summary of which are contained in Exhibit G, Federal Requirements, which are incorporated herein by this reference. Contractor agrees to sign any additional documents as may be required by ODOT as a condition of receiving FTA funds.

13. Use of County Facilities.

- a. **Facilities.** The Columbia County transit facility is located at 1155 Deer Island Road, St. Helens, Oregon, and includes a central transit center, office building, fleet parking, and maintenance building ("St. Helens Transit Center"). The St. Helens Transit Center shall be the designated location for Contractor's provision of services under this contract. The County's transit facility in Rainier is also available for Contractor's use.
- b. **Contractor Property.** The County shall not be responsible for any loss or damage of Contractor's property or equipment on County property.

14. Inclement Weather Policy.

- a. Contractor will provide service during periods of snow and other adverse travel conditions following County procedures to ensure safe transportation for riders. During periods of inclement weather, Contractor shall ensure that there is adequate staff available to provide service appropriate to the conditions and assure that sufficient transportation management and support staff are on-site to assist operators, apply tire chains to vehicles when necessary, adjust vehicle operating guidelines to accommodate hazardous road and weather conditions, and, provide standby operators per County authorization.
- b. When weather and road conditions make traveling hazardous, the County may choose to operate at a reduced level of service, or may cancel service. The level of service, portion of service area affected and time frame for applying the service reduction will vary, depending on the severity of hazardous traveling conditions and other factors. The Contractor shall assure a high level of employee attendance during bad weather. During inclement weather the County will determine the service level of each day and notify operations management. The Contractor will provide an inclement weather policy and subsequent procedures to the County. Contractor will make every effort to proactively deal with any anticipated inclement weather prior to the inclement

weather event.

- c. As needed, Dispatch Contractor will work with the County to provide notification to riders through various media (radio, television, etc), to minimize the effects of weather related service interruptions.

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

- a. Contractor shall:
 - i. Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement. [ORS 279B.220 (1)]
 - ii. Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279B.220 (2)]
 - iii. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279B.220 (3)]
 - iv. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279.220 (4)]
- b. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279B.230 (1)]
- c. Contractor shall pay employees at least time and a half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. [ORS 279B.235 (5)(a)]
- d. Contractor shall notify employees in writing, who work under this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work. [ORS 279A.235 (5)(b)]

- e. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [ORS 279B.230 (2)]
- f. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

16. Non-Discrimination.

- a. **Minority, Women or Emerging Small Business Enterprise/Veterans.** Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.
- b. **Equal Opportunity.** Contractor will at all times abide by the equal opportunity provisions of the Civil Rights Act of 1964, as amended.
- c. **Americans with Disabilities Act.** Contractor must abide by the Americans with Disabilities Act laws and regulations.
- d. **Fair Employment Practices.** Contractor shall perform no services pursuant to this Contract, nor be entitled to compensation therefore, unless and until Contractor submits a properly executed statement of Fair Employment Practices.
- e. **Non-Discrimination in Service.** Contractor shall not discriminate, nor allow any of its officers, employees, or agents to discriminate against any rider or patron because of race, religion, gender, sexual orientation, disability, age, national origin, ethnicity, or ancestry.
- f. **Notice of Discrimination Complaint.** Contractor shall notify County of any discrimination complaints.
- g. **Conformance.** Contractor shall, at its sole cost and expense, conform to any final orders issued by any State or Federal agency with jurisdiction to correct Contractor discrimination in employment and /or ridership and shall fully save harmless and indemnify County in this regard.

17. Tax Compliance. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).
18. Nonassignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in the Specifications. In the event that the County should consent, such consent shall not be construed as making County a party to such agreement, nor subjecting County to liability of any kind to any assignee, subcontractor or delegate. No agreement shall, under any circumstances, relieve Contractor of its liability and obligation under this Contract, and all transactions with County must be through Contractor.
19. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement nor a release from Contractor's obligation to otherwise perform or observe such condition or any other term or condition of the Contract.
20. Indemnity. Contractor shall indemnify, defend, save and hold harmless County and its officers, agents and employees, the State of Oregon, Oregon Transportation Commission and its members, and Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractor of Contractor ("Claims"). It is the specific intention of the Parties that County and State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of County or State, respectively, be indemnified by the contractor and subcontractor from and against any and all Claims.

Neither Contractor, subcontractor, nor any attorney engaged by Contractor or subcontractor, shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election, assume its own defense and settlement in the event that it determines that Contractor is

prohibited from defending the State of Oregon, or that Contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Contractor if the State of Oregon elects to assume its own defense. By execution of this Contract, Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration.

Approval of the insurance contracts does not relieve Contractor or subcontractors from liability under this paragraph, including but not limited to the duty to indemnify County set forth herein.

21. **Insurance.** Contractor shall provide insurance as set forth in the County's RFP, attached as Exhibit A. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.
22. **Performance Bond.** Contractor shall procure, at its own expense, and keep in effect at all times during the term of this Contract, a surety bond equivalent to 25% of the cost of the first twelve months of service in favor of Columbia County and executed by a corporate surety authorized to conduct business as a surety in the State of Oregon.
23. **Liquidated Damages.** Performance standards will be monitored by the County during the duration of the contract. For performance not delivered in accordance with standards as specified in the following table, the County will incur additional expense, loss of confidence by system users, negative publicity for the program, and other damages. For this reason, liquidated damages shall be assessed. The County shall have sole discretion in determining whether performance standards have been met or not met and in the assessing of liquidated damages. Unless otherwise noted, the County will assess liquidated damages within 30 days following the end of each month. All liquidated damages failing to meet performance standards shall be deducted from the Contractor's next submitted monthly invoice. The County shall have the right to impose liquidated damages not otherwise assessed upon thirty (30) days written notice to the Contractor. Liquidated damages are elective, and County may seek actual damages in accordance with contract terms.

Category	Performance Standard	Liquidated Damages
Reports	All, as outlined in RFP	\$100 per incident
Missed Commuter Service	Any hour of commuter service missed or delivered more than 30 minutes later than scheduled.	\$250 per incident
Accessibility and Safety Equipment	Contractor shall ensure that all required accessibility equipment under the ADA including wheelchair lifts, adequate numbers of securement devices, and all standard safety equipment are well maintained and functional at all times.	\$100 per incident

Demand Response/Dial-A-Ride Service	A minimum of 80% of demand response/dial-a-ride trips per month must be "on time" (+/- 15 minutes from scheduled time).	\$50 per incident if less than 80%
Bus Appearance	Buses must not begin service without being cleaned to the standards in RFP. Body damage shall be repaired within 14 calendar days of accident.	\$100 per incident per vehicle
Demand Response/Dial-A-Ride Rides Per Hour	A minimum monthly average of 1.75 rides per hour must be provided.	\$50 per incident if less than 1.75
Inappropriate Use of Vehicles	Contractor shall not use vehicle marked or signed with transit service markings for purposes other than transit service without the approval of County	\$250 per incident

24. Termination.

- a. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties.
- b. County may terminate this Contract for convenience at any time by giving Contractor thirty (30) days' written notice thereof. Notice of termination shall be given by certified mail or in person. Upon termination, County shall pay Contractor its allowable expenses incurred to date of termination and those expenses deemed necessary by County to effect termination.
- c. Contractor may terminate this Contract for convenience at any time by giving not less than 180 days' written notice thereof. Notice of termination shall be given by certified mail or in person.
- d. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:
 - i. If Contractor fails to perform the work in a manner satisfactory to County.
 - ii. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
 - iii. If funding becomes inadequate to allow the work to continue.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of goods and/or equipment and/or services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the

maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

25. Contractor's Waiver of Competition Claims. Contractor understands that the award of contract and subsequent rendition of the service called for by these documents shall in no manner be construed so as to place Contractor in a position to be entitled to the benefits afforded to private transit operations under Section 3(e) of the Federal Transit Administration Act of 1964 (49 U.S.C., Section 1602(e) or any other comparable provision of federal or state law (or under any regulations promulgated thereunder), as they now exist or hereinafter may be amended. Contractor hereby waives any right it otherwise might have to assert any claim or claims under said provisions of law or that may be based upon principles of unfair competition.
26. Time of the Essence. Time is of the essence in this Contract. Contractor's failure to deliver services and meet performance standards on time will be considered a material breach of the Contract.
27. Highest Standards. The Contractor will be required to meet the highest standards prevalent in the industry or business most closely involved in providing the Program services.
28. Confidentiality of Rider Information. Any and all information regarding any individual person served by Contractor is strictly confidential. Information shall not be released to any party in any form without the authorization of the individual and/or County.
29. Safety. All practices, materials, supplies and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes.
30. Non-Performance/Force Majeure. Neither party will be held responsible for delay or failure to perform the requirements of this Contract when such delay or failure is due to fire, flood, epidemic, strikes, acts of God, and unusually severe weather, legal acts of public authorities or delays or defaults which cannot reasonably be foreseen or provided against.
- Delay or failure to perform the requirements of this Contract shall not be forgiven under this paragraph if such delay or failure is due to the Covid-19 pandemic.
31. Ownership of Documents. No custom material produced in whole or in part under the Contract shall be subject to copyright or patent in the United States or in any

country. County and the FTA shall have the authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom materials prepared under the Contract. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.

32. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
33. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
34. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
35. Attorney Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
36. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
37. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
38. Counterparts. This Agreement 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 Agreement so executed shall constitute an original.

39. Contract Representatives. Contract representatives for this Agreement shall be:

FOR THE CONTRACTOR:

FOR THE COUNTY:

John Dreeszen, Transit Director
Columbia County Rider Transportation
St. Helens, OR 97051
(503) 366-8503
John.Dreeszen@columbiacountyor.gov

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed

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

CONTRACTOR

By: _____

Name: _____

Date: _____

Approved as to form

By: _____
Office of County Counsel

OWNER

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

By: _____
Casey Garrett, Commissioner

By: _____
Margaret Magruder, Commissioner

Date: _____

EXHIBIT A
Transit Service Area Boundaries

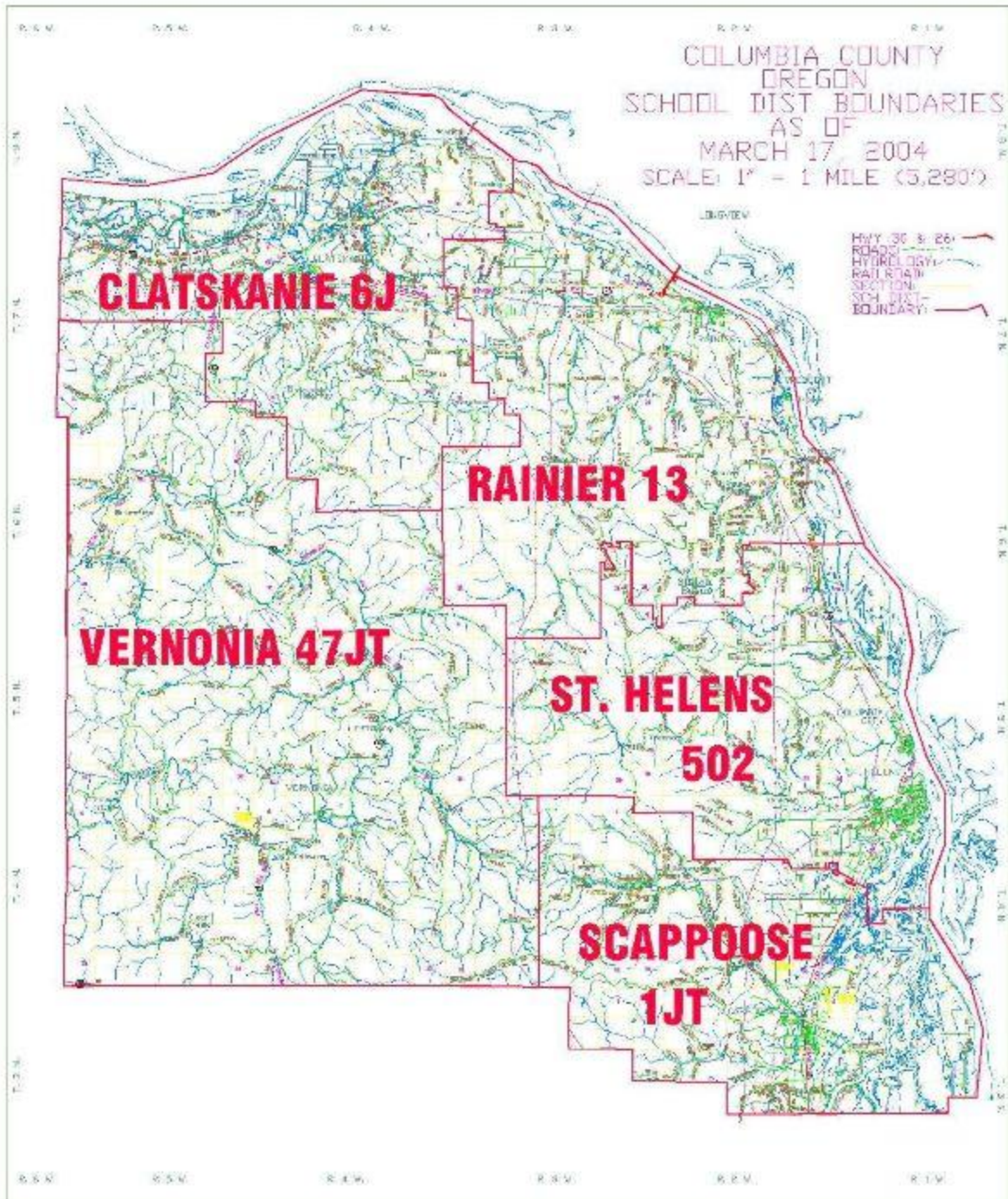


EXHIBIT B
PORTLAND COMMUTER ROUTE SCHEDULE
DECEMBER, 2021

TO PORTLAND

SW Salmon between 6th and 5th Ave	HWY 30 @ NW 112th Ave - Linnton	Hwy 30 @ Havlik Dr	1st & Prairie Park & Ride—Scappoose	Bowling Alley Ln	St Helens Transit Center
6:30 AM	6:50 AM	7:00 AM	7:04 AM	7:16 AM	7:21 AM
7:30 AM	7:50 AM	8:00 AM	8:04 AM	8:16 AM	8:21 AM
8:30 AM	8:50 AM	9:00 AM	9:04 AM	9:16 AM	9:21 AM
3:30 PM	3:50 PM	4:00 PM	4:04 PM	4:16 PM	4:21 PM
4:45 PM	5:05 PM	5:15 PM	5:19 PM	5:31 PM	5:36 PM
6:00 PM	6:20 PM	6:30 PM	6:34 PM	6:46 PM	6:51 PM

TO ST HELENS

St Helens Transit Center	Bowling Alley Ln St. Helens	1st & Prairie Park & Ride - Scappoose	Hwy 30 @ Havlik Dr Scappoose	HWY 30 @ NW 112th Ave Linnton	SW Salmon St/SW 14th Ave Portland	SW Salmon between 6th and 5th Ave Portland
5:30 AM	5:35 AM	5:47 AM	5:51 AM	6:05 AM	6:20 AM	6:25 AM
6:30 AM	6:35 AM	6:47 AM	6:51 AM	7:05 AM	7:20 AM	7:25 AM
7:30 AM	7:35 AM	7:47 AM	7:51 AM	8:05 AM	8:20 AM	8:25 AM
2:30 PM	2:35 PM	2:47 PM	2:51 PM	3:05 PM	3:20 PM	3:25 PM
3:45 PM	3:50 PM	4:02 PM	4:06 PM	4:20 PM	4:35 PM	4:40 PM
5:00 PM	5:05 PM	5:16 PM	5:20 PM	5:34 PM	5:50 PM	5:55 PM

TILLAMOOK COUNTY TRANSPORTATION DISTRICT
BLANKET PURCHASE AGREEMENT

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

1. BPA Terms and Conditions

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

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

2. Term of BPA

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

3. Project Managers

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

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

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

4. Authority

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

[SIGNATURES ON FOLLOWING PAGE]

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

**TILLAMOOK COUNTY
TRANSPORTATION DISTRICT**

Date: _____

Date: _____

By: _____
(SIGNATURE)

By: _____
(SIGNATURE)

Name: _____
(PRINT NAME)

Name: _____
(PRINT NAME)

Title: _____

Title: _____

Address: _____

Phone: _____

BLANKET PURCHASE AGREEMENT

SECTION I

GENERAL PROGRAM DESCRIPTION

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

1. Program Description

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

2. Definitions

- 2.1 After Hours:** Any time outside of Regular Business Hours.
- 2.2 Assistant:** An individual provided by Contractor to assist with client transports. Also referred to as a Service Technician.
- 2.3 Attendant:** An individual provided by the client to accompany client during transport.
- 2.4 Regular Business Hours:** Monday through Friday, 8 A.M. to 5 P.M.
- 2.5 Service Area:** Clatsop, Columbia, and Tillamook Counties. NWR provides NEMT services to CPCCO members residing in the Service Area. NEMT services may also be provided to eligible OHP recipients from outside the Service Area or to return them home from the Service Area. Rides may also be authorized to and from destinations outside the Service Area when the required services are not available within the Service Area but are available in another area of the State, or in adjacent states. Attachment A, paragraph 9 identifies Contractor’s service area for purposes of providing NEMT services under this BPA.
- 2.6 Service Technician:** An individual provided by Contractor to assist with client transports. Also referred to as an Assistant.

2.7 Target Population:

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

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

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

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

3. Types of Transportation

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

3.1.1 Van transportation including wheelchair lift-equipped vans;

3.1.2 Sedan service, including taxicabs;

3.1.3 Stretcher van service;

3.1.4 Secure transport; and

3.1.5 Non-Emergent Ambulance.

4. Brokerage Management

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

5. Contractor Responsibilities

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

5.1.1 Required Contractor Information and Pricing (Attachment A);

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

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

BLANKET PURCHASE AGREEMENT

SECTION II

GENERAL PROVISIONS

1. Description of Agreement

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

2. Extent of Obligation

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

3. Pricing and Profile Forms

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

4. Pricing

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

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

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

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

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

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

5. Purchase Limitations

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

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

6. Reimbursement

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

7. Billing

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

7.1.12 Vehicle number or other identification.

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

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

7.2.2 Billing for individual rides where shared rides were provided.

7.2.3 Billing for services not provided.

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

7.2.5 Billing NEMT clients for services authorized under this BPA.

7.2.6 Billing for service animals.

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

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

8. Payment

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

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

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

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

9. Insurance

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

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

9.2.1 Commercial General Liability Insurance

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

9.2.2 Automobile Liability Insurance

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

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

9.2.3 Worker's Compensation Insurance

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

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

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

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

9.3 The insurance required under this Paragraph shall:

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

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

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

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

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

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

10. Contractor’s Status and General Responsibilities

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

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

11. Service Availability

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

12. Notices and Communications

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

13. Subcontract and Assignment

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

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

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

14. Indemnification

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

15. Subcontract Provisions

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

16. Computation of Time

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

17. Termination

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

18. Suspension

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

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

19. Retirement System Status

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

20. Effective Date and Duration

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

21. Government Employment Status

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

22. Dual Payment

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

23. Records Maintenance and Access

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

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

24. Compliance with Applicable Law

24.1 Contractor agrees to comply with all federal, state, county, and local laws, ordinances and regulations applicable to work performed under this BPA.

24.2 Without limitation of other applicable laws, Contractor shall comply with the provisions required in every public contract entered into in the State of Oregon, including but not limited to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235, the terms and conditions of which are incorporated into and made a part of this BPA, including but not limited to the following:

24.2.1 Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in this BPA.

24.2.2 Pay all contributions or amounts due the Industrial Accident Fund from such agency or subcontractor incurred in performance of this BPA.

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

24.2.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

24.3 If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this BPA as such claim becomes due, the proper officer representing TCTD may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this BPA.

24.4 Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention incident to sickness or injury to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all monies and sums that Contractor collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.

25. Nondiscrimination

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

26. Confidentiality

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

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

26.2 Client Information

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

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

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

26.3 Information Privacy/Security/Access

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

27. Requirements to Report Abuse of Certain Classes of Persons

27.1 Contractor shall immediately report any evidence of Child Abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 to 419B.045). If law enforcement is notified, Contractor shall notify the referring case worker within 24 hours. Contractor shall immediately contact the local DHS child Protective Services office if questions arise whether an incident meets the definition of Child Abuse or neglect.

27.2 Contractor shall comply, and require its employees and subcontractors to comply, with all protective services, investigation and reporting requirements described in any of the following laws:

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

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

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

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

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

28. Severability

The parties agree that if any term or provision of this BPA is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the BPA did not contain the particular term or provision held to be invalid.

29. Additional Special Federal Requirements

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

30. Recycling

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

31. Mediation

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

32. Applicable Law and Jurisdiction

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

33. Remedies Cumulative

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

34. Compliance with Tax Laws

ORS 305.385(6) states:

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

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

35. Amendment

No amendment or modification to the terms of this BPA are valid unless made in writing and signed by each of the parties hereto. The Parties may mutually amend this BPA. TCTD may amend this BPA to comply with any changes that occur in federal or state statute or regulations, or changes in Covered Services or Payments under ORS 414.735, such that failure to amend this BPA may place TCTD at risk of non-compliance with Federal or state statute or regulations or at risk of breach of the CPCCO-TCTD Delegate Agreement for NEMT services; to address any changes needed in the event that the CPCCO-TCTD Delegate Agreement is amended; or, to address any changes needed in the event that CPCCO’s service area is expanded or reduced. Whenever feasible, TCTD commits to providing advance notice to Contractor of any such anticipated changes, engaging Contractor in the development of these amendments and to the extent possible will provide Contractor with a preview of proposed amendments as soon as possible.

36. Grievances, Feedback and Denials

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

37. Third-Party Beneficiaries

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

38. Merger Clause

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

BLANKET PURCHASE AGREEMENT

ATTACHMENT A

REQUIRED CONTRACTOR INFORMATION AND PRICING

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

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

1. BUSINESS NAME: _____

LEGAL NAME (if different): _____

STREET ADDRESS: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

2. TYPE OF BUSINESS (Mark One)

PUBLIC AGENCY: ____

PRIVATE NON-PROFIT: ____ OTHER: ____

PRIVATE FOR-PROFIT: ____

SOLE PROPRIETORSHIP: ____ PARTNERSHIP: ____ CORPORATION: ____

3. IDENTIFICATION NUMBERS

STATE OF OREGON CORPORATION ID NUMBER: _____

FEDERAL TAX NUMBER: _____

OTHER: (Specify): _____

4. BUSINESS OWNERSHIP

NAME OF OWNER: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

NAME OF OWNER: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

5. KEY CONTACT INFORMATION

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

NAME: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL: _____

Identify the key contact person for Scheduling and Dispatch:

NAME: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL: _____

Identify the key contact person for Billing:

NAME: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL: _____

6. SERVICES PROVIDED

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

Check all the service types that apply:

_____ Sedan _____ Wheelchair _____ Stretcher

_____ Secure _____ BLS/ALS

7. SERVICE AVAILABILITY

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

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

8. SERVICE AREA

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

9. VEHICLE INVENTORY

List each vehicle to be used in the performance of transportation service under this BPA. Use additional sheets or attach your company list if needed. Submission of a company-maintained spreadsheet is acceptable provided all requested information is included. TCTD must be notified within 48 hours of any changes to this vehicle inventory.

Vehicle #	Year	Make	Model	Passenger seating capacity (do not count seats that would never be used, i.e., the hump seat in a passenger car)	Lift/Ramp Equipped? (Y/N) If Yes, indicate number of usable wheelchair spaces	Number of oversize wheelchair spaces (if none, write N/A)

10. **DRIVER INFORMATION**

List each driver to be used in the performance of transportation service under this BPA. Use additional sheets or attach your company list if needed. TCTD must be notified within 48 hours of any changes to driver information, including but not limited to driver employment status. Submission of a company-maintained spreadsheet is acceptable if it includes all information requested in the table below.

Driver Full Legal Name	Date of Birth	Driver's License Number	Driver's License Exp. Date	Criminal Background Check Date	Driving Record Check Date	CPR/1st Aid Exp. Date	Defensive Driving Exp. Date	Passenger Assistance Exp. Date

11. DRIVER AND VEHICLE INFORMATION

INITIALS OF BUSINESS OWNER

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

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

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

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

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

SIGNATURE OF BUSINESS OWNER / AUTHORIZED AGENT

PRINT FULL NAME

TITLE

DATE

BLANKET PURCHASE AGREEMENT

ATTACHMENT B

BROKERAGE TRANSPORTATION PROVIDER STANDARDS

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

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

11. Vehicle Standards

- 11.1 Contractor shall assure the comfort and safety of clients by proper maintenance of their vehicles. This includes, but is not limited to:
 - 11.1.1 The interior shall be clean and free from any debris impeding a passenger's ability to ride comfortably.
 - 11.1.2 Smoking is prohibited in the vehicle at all times in accordance with ORS 433.835 to 433.990 and OAR 333-015-0025 to 333-015-0090. The Contractor shall not smoke, aerosolize or vaporize an inhalant consisting of nicotine, a cannabinoid or a substance to be delivered into a person's respiratory system or permit smoking, aerosolizing or vaporizing of an inhalant in or within ten (10) feet of the vehicle at any time.
 - 11.1.3 Appropriate safety equipment must be present and operable, including but not limited to:
 - 11.1.3.1. First aid kit
 - 11.1.3.2. UL-approved fire extinguisher with current inspection tag
 - 11.1.3.3. Roadside reflective devices or flares
 - 11.1.3.4. Flashlight
 - 11.1.3.5. Chains or traction tires (when appropriate)
 - 11.1.3.6. Disposable gloves

- 11.1.3.7.** Blood-borne pathogen kit
11.1.3.8. Accident report form

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

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

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

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

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

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

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

11.1.20 All vehicles require title or vehicle registration documentation.

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

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

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

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

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

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

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

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

12. Driver Standards

- 12.1** Contractors shall inform drivers of their duties and responsibilities and provide training for the safe use of all equipment related to their vehicles. This shall include, but not be limited to:
- 12.1.1** Briefing about the NEMT program, reporting forms, vehicle operation, requirements for fraud, waste and abuse reporting, and the geographic area in which they shall be providing service.
- 12.1.2** Road testing and training to competence with the type of vehicle and equipment that the driver shall be operating.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Service Standards

- 13.1** Will calls: Pickup shall occur no more than sixty (60) minutes after request. Actual call time and actual pickup times shall be recorded by the Contractor and submitted as part of the billing.
- 13.2** Maximum on-time performance window: The on-time window shall not exceed fifteen (15) minutes before or fifteen (15) minutes after scheduled pickup time. Actual pickup times shall be recorded by the Contractor and submitted as part of the billing.
- 13.3** Travel times: Travel time shall be no more than two (2) times drive time, as measured by Google driving direction or similar. Actual pickup and drop off times shall be recorded by the Contractor and submitted as part of the billing.
- 13.4** Late or missed trips and/or performance issues related to on-time pickups as determined by TCTD are considered grounds for termination or suspension of this BPA in TCTD's sole discretion. Unusual weather or unusual traffic conditions affecting all vehicular traffic which prevent the Contractor from meeting the scheduled pickup time shall not constitute non-compliance with this service standard.
- 13.5** Contractor shall provide all transportation services under this BPA only as authorized by TCTD as operator of NWR.
- 13.6** Contractor shall only pick up and deliver clients to locations assigned by TCTD as operator of NWR and shall not use routes other than the most reasonable direct route. In the event of any deviation from the most reasonable direct route, Contractor shall notify TCTD no later than the next business day.
- 13.7** Contractor shall report suspected fraudulent use of NEMT services to TCTD.
- 13.8** Contractor shall provide NEMT services without regard to race, creed, ethnicity, national origin, sexual orientation, marital status, gender, age, health status, or disability. Confidentiality regarding persons transported, their respective medical condition or diagnosis, and transportation services provided shall be maintained at all times. (Confidentiality statements must be signed by all employees and are provided with this BPA.)

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

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

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

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

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

14. Stretcher Transport Standards

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

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

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

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

15. Secure Transport Standards

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

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ATTACHMENT C

CRIMINAL RECORDS HISTORY REVIEW CRITERIA

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

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

This section specifically overrides any inconsistent provisions.

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ATTACHMENT D

SPECIAL FEDERAL REQUIREMENTS

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

1. Miscellaneous Federal Provisions

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

2. Equal Employment Opportunity

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

3. Clean Air, Clean Water, EPA Regulations

If this Contract, including amendments, exceeds \$100,000 then Contractor shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations for grants and agreements (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Contractor. Contractor shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. Energy Efficiency

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

5. Truth in Lobbying

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

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

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

- 5.3** The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contracts) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- 5.4** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 5.5** No part of any federal funds paid to the Contractor under this Contract shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- 5.6** No part of any federal funds paid to Contractor under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United State Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking or administrative processes within the executive branch of that government.
- 5.7** The prohibitions in subsections (E) and (F) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

5.8 No part of any federal funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or substance included in schedule 1 of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. Resource Conservation and Recovery

Contractor shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Contractor. Current guidelines are set forth in 40 CFR Part 247.

7. Audits

7.1 Contractor shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.

7.2 If Contractor expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Contractor shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to TCTD within 30 days of completion. If Contractor expends less than \$750,000 in a federal fiscal year, Contractor is exempt from Federal audit requirements for that year. Records must be available as requested.

8. Debarment and Suspension

Contractor shall not permit any person or entity to be a subcontractor if the person or entity is listed in the Governmentwide System for Award Management Exclusions list ("SAM Exclusions"), currently at <https://www.sam.gov>, in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension." See 2 CFR Part 180. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition

threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor shall cooperate with TCTD conducting such checks by providing a current list of owners and employees on a monthly basis with sufficient identifying information to allow TCTD to conduct a debarment and suspension check.

9. Drug-Free Workplace

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

- 9.1** Contractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Contractor's workplace or while providing services to OHA and CPCCO Clients. Contractor's notice shall specify the actions that will be taken by Contractor against its employees for violation of such prohibitions;
- 9.2** Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Contractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations;
- 9.3** Provide each employee to be engaged in the performance of Work under this Contract a copy of the statement mentioned in paragraph (A) above;
- 9.4** Notify each employee in the statement required by paragraph (A) that, as a condition of employment to perform Work under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- 9.5** Notify TCTD within ten (10) days after receiving notice under subparagraph (D) from an employee or otherwise receiving actual notice of such conviction;
- 9.6** Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988;
- 9.7** Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (A) through (F);

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

10. Pro-Children Act

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

11. Medicaid Services

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

- 11.1** Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 USC Section 1396a (a)(27); 42 CFR 431.107(b)(1) & (2).
- 11.2** Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
- 11.3** Maintain written notices and procedures respecting advance directives in compliance with 42 USC Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.

- 11.4** Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Contractor shall acknowledge Contractor's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- 11.5** Entities receiving \$5 million or more annually (under this Contract and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 USC § 1396a (a)(68).

12. Agency-Based Voter Registration

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

13. Disclosure

- 13.1** 42 CFR Part 455.104 requires the state Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities:
- 13.1.1** The name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity;
 - 13.1.2** In the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest;
 - 13.1.3** Whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in

the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling;

13.1.4 The name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and

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

13.2 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.

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

13.4 Contractor shall make the disclosures required by this Section 13 to TCTD who will, in turn provide these disclosures to OHA. OHA reserves the right to take such action as required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

14. Federal Intellectual Property Rights Notice.

The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Contract, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Contractor agrees that it has been provided the following notice:

14.1 The federal funding agency reserves a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:

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

- 14.1.2** Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- 14.2** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- 14.3** The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

BLANKET PURCHASE AGREEMENT

ATTACHMENT E

CODE OF PROFESSIONAL CONDUCT FOR DRIVERS

1. Safety Compliance:

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

2. Professional Demeanor:

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

3. Cultural Sensitivity – Courtesy – Respect:

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

4. Scope of Duties:

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

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

5. Confidentiality:

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

6. Proficiency:

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

7. Compensation:

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

8. Non-discrimination:

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

9. Self-evaluation:

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

10. Ethical Standards:

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

11. Conduct Requirements:

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

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

Date

Signature of Contractor Representative

Contractor Representative Printed Name

Company

BLANKET PURCHASE AGREEMENT

ATTACHMENT F

HIPAA COMPLIANCE AND FRAUD, WASTE & ABUSE

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

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

6. COMPLIANCE WITH FEDERAL AND STATE LAWS

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

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

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

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

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

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

7. HIPAA PRIVACY, 42 CFR PROTECTIONS AND PHI SECURITY

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

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

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

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

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

BLANKET PURCHASE AGREEMENT

ATTACHMENT G

MILEAGE REIMBURSEMENT POLICY

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

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

1. Deviations

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

2. Extensions

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

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

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

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

3. Submission Requirements:

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

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

3.1.8 Actual time of drop-off;

3.1.9 Trip charge;

3.1.10 Trip mileage;

3.1.11 Driver name;

3.1.12 Vehicle number or other identification.

Exhibit D – Reference Questionnaire

PLEASE MAIL FOR RECEIPT NO LATER THAN MARCH 28, 2022

To Whom It May Concern:

Your company has been listed as a reference for _____
(Contractor name). This company is proposing to provide transportation services for Columbia County.

Please provide complete information as requested below. This information will be utilized to assess past performance on similar work and could impact the final award of the contract for the referenced work. Attach separate pages if necessary.

1. What type of work does your firm perform?

2. How long have you/did you work with the Contractor?

3. Were you satisfied with the Contractor's performance? Was the Contractor responsive in meeting timelines?

4. How would you describe your relationship with the Contractor and their Project Manager?

5. Were there any major problems and, if so, how were they resolved?

6. Do you find the Contractor's pricing to be competitive with similar contractors?

7. What is the Contractors greatest strength? Weakness?

8. Would you use this Contractor again?

9. Other Comments?

Respondent Name: _____

Signature: _____

Respondent Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____

***Please mail this survey directly to Columbia County Finance Department, Attn: LaVena Sullivan, 230 Strand Street, St. Helens, OR 97051. Questionnaires must be signed (therefore no electronic copies, please). Please respond no later than March 28, 2022. Information gathered from responses received will be utilized to evaluate past performance of the Contractor. If you have questions regarding the questionnaire or its use, please contact LaVena Sullivan at 503-397-7210 x8428 or via email, lavena.sullivan@columbiacountyor.gov.

EXHIBIT E

State Grant Requirements

This contract is funded in part by grants from the Oregon Department of Transportation (ODOT). Contractor agrees to comply with the following applicable terms and conditions of the County's ODOT grant agreements:

1. Contractor shall make and retain proper and complete books of record and account and maintain all fiscal records related to this contract in accordance with generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Contractor shall ensure that each of its subcontractors complies with these requirements. Contractor acknowledges and agrees that the State of Oregon, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly related to this contract for the purposes of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment or until completion of any litigation arising under this Agreement, whichever is later. In addition, the State of Oregon, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records.
2. A Contractor that employs subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.
3. Contractor acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this contract and shall not be subject to any obligations or liabilities to contractor or any other party (whether or not a party to the contract) pertaining to any matter resulting from the underlying grant agreements.
4. Contractor and any subcontractor of Contractor shall permit the State of Oregon, the Secretary of State, the Comptroller General of the United States, the US Department of Transportation, or their authorized representative, upon reasonable notice, to inspect all vehicles, real property, facilities, equipment purchased as part of this Project, and any transportation services rendered by Contractor or subcontractor acting on behalf of County. Contractor and any subcontractor shall permit the above named persons to audit the books records, and accounts of Contractor and/or subcontractor relating to the Project.
5. Contractor shall, at its expense, submit to County a copy of its annual audit covering funds expended under this contract and shall submit or cause to be submitted, the annual audit of any subcontractor responsible for the financial management of funds received under this contract.
6. One of the principles of contracting with Federal funds received indirectly from the FTA is recognition that, as a condition of receiving the funds, certain specific requirements must be met by Contractor and subcontractors. To the extent applicable, Federal

requirements extend to the third party contractors and their contracts at every tier. The specific requirements for particular grant funds are found in the Master Agreement that is signed and attested to by the State of Oregon. This Master Agreement will be incorporated into the Contract by reference and made part of the Contract. The Master Agreement is available upon request from the State by calling 503-986-3300 or accessing the FTA website: www.fta.dot.gov.

The following is not a complete list of Federal requirements. Rather it is a summary of various primary requirements associated with the type of transaction covered by this Agreement and the type of funds to be used.

- a) Contractor shall comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. Section 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Contractor shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Contractor shall report to County on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the parties entered into a consent decree.
- b) Contractor shall comply with FTA regulations in Title 49 CFR 27, Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance, which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
- c) Contractor has, to the maximum extent feasible, coordinated with other transportation providers and users, including social service agencies authorized to purchase transit service.
- d) Contractor will correct any condition which State, FTA or County believes "creates a serious hazard of death or injury" in accordance with Section 22 of the Federal Transit Act, as amended.
- e) Contractor will comply with the applicable provisions of 49 CFR 26 related to Disadvantaged Business Enterprises and report quarterly to County. Contractor certifies to the following assurance, and shall require any subcontractor to certify to the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of State-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or such other remedy, as the County deems appropriate."
- f) Contractors receiving in excess of \$100,000 in Federal funds must certify to State that they have not and will not use Federal funds to pay for influencing or attempting to influence an officer or employee of any Federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement or any other Federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, Contractor shall complete Standard Form LLL,

“Disclosure Form for Lobbying”, and submit the form to the State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a c congressional earmark.

EXHIBIT F – FEDERAL REQUIREMENTS

FTA Circular 4220.1.F [Rev. 4, 03/18/2013], Appendix D, lists the Federally Required and Other Model Clauses which are required to be included in contracts for FTA-funded projects. The matrix on the following pages is an excerpt from Appendix D and is included as a means to identify which of the clauses apply to this contract. The clauses applicable to this contract are identified in the "Operations/Management" column and follow the matrix. Contractor shall review the applicable clauses and comply with them in the performance of this Agreement.

In compliance with the FTA-required Lobbying clause and Debarment and Suspension clause, Contractor must complete and submit a *Certification Regarding Lobbying* and *Certifications Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion*, included in Exhibit M to this contract.

APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims and Criminal Fraud Civil	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.
Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction projects)	All	All	All>\$10,000	All	All
Special DOL EEO clause for construction projects				>\$10,000	
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.	>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.	>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.
Resolution of Disputes, Breaches, or Other Litigation	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Cargo Preference			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Fly America	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.

APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
Davis-Bacon Act				>\$2,000 (also ferries).	
Contract Work Hours and Safety Standards Act		>\$100,000 (transportation services excepted).	>\$100,000	>\$100,000 (also ferries).	
Copeland Anti-Kickback Act Section 1 Section 2				All > \$2,000 (also ferries).	
Bonding				\$100,000	
Seismic Safety	A&E for new buildings & additions.			New buildings & additions.	
Transit Employee Protective Arrangements		Transit operations.			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit operations.			
Alcohol Misuse and Testing		Transit operations.			
Patent Rights	R & D				
Rights in Data and Copyrights	R & D				
Energy Conservation	All	All	All	All	All
Recycled Products		EPA-selected items \$10,000 or more annually.		EPA-selected items \$10,000 or more annually.	EPA-selected items \$10,000 or more annually.
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Contractor agrees to include the requirements of this section in all subcontracts under this Contract.

Recycled Products - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Byrd Anti-Lobbying Amendment - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

[NOTE: The required Certification Form is found in Exhibit M]

Changes to Federal Requirements - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

DHS Seal, Logo, and Flags - The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA preapproval.

Access to Contract Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capita I Projects	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
<u>II Non State Grantees</u>						
a. Contracts below SAT (\$100,000)	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capita I Projects	Yes ³		Yes	Yes	Yes	Yes

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

Contract Work Hours and Safety Standards Act:

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** – Columbia County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Equal Employment Opportunity - Federal Requirements and Guidance. The Recipient agrees to prohibit, and assures that each Third Party Participant will prohibit, discrimination on the basis of race, color, religion, sex, or national origin, and:

- a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.,
- b) Facilitate compliance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," July 21, 2014,
- c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 13.a of this Master Agreement, and
- d) Follow Federal guidance pertaining to Equal Employment Opportunity laws and regulations, and prohibitions against discrimination on the basis of disability,

Specifics. The Recipient agrees:

- a) Prohibited Discrimination. As provided by Executive Order 11246, as amended, and as specified by U.S. Department of Labor regulations, to ensure that applicants for employment are

employed and employees are treated during employment without discrimination on the basis of their:

1. Race,
2. Color,
3. Religion,
4. National origin,
5. Disability,
6. Age,
7. Sexual origin,
8. Gender identity, or
9. Status as a parent, and

b) Affirmative Action. Take affirmative action that includes, but is not limited to:

1. Recruitment advertising, recruitment, and employment,
2. Rates of pay and other forms of compensation,
3. Selection for training, including apprenticeship, and upgrading, and
4. Transfers, demotions, layoffs, and terminations, but

c) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and

Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures that each Third Party Participant will comply, with:

- a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and
- b) Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note.

False Statements Claims, Fraud or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance

originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

- 1) **Termination for Convenience (General Provision)** Columbia County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Columbia County to be paid the Contractor. If the Contractor has any property in its possession belonging to Columbia County, the Contractor will account for the same, and dispose of it in the manner Columbia County directs.
- 2) **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Columbia County may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by Columbia County that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Columbia County, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- 3) **Opportunity to Cure (General Provision)** Columbia County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Columbia County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Columbia County setting forth the nature of said breach or default, Columbia County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Columbia County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- 4) **Waiver of Remedies for any Breach** In the event that Columbia County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Columbia County shall not limit Columbia County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

- 5) **Termination for Convenience (Professional or Transit Service Contracts)** Columbia County, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, Columbia County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- 6) **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Columbia County may terminate this contract for default. Columbia County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Columbia County.

- 7) **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Columbia County may terminate this contract for default. Columbia County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of Columbia County, protect and preserve the goods until surrendered to Columbia County or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Columbia County.

- 8) **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Columbia County may terminate this contract for default. Columbia County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Columbia County may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Columbia County resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Columbia County in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

- a) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Columbia County, acts of another Contractor in the performance of a contract with Columbia County, epidemics, quarantine restrictions, strikes, freight embargoes; and
- b) The contractor, within ten (10) days from the beginning of any delay, notifies Columbia County in writing of the causes of delay. If in the judgment of Columbia County, the delay is excusable, the time for completing the work shall be extended. The judgment of Columbia County shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Columbia County.

- 9) **Termination for Convenience or Default (Architect and Engineering)** Columbia County may terminate this contract in whole or in part, for Columbia County's convenience or because of the failure of the Contractor to fulfill the contract obligations. Columbia County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of Columbia County, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, Columbia County may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by Columbia County.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Columbia County.

- 10) **Termination for Convenience of Default (Cost-Type Contracts)** Columbia County may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of Columbia County or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from Columbia County, or property supplied to the Contractor by Columbia County. If the termination is for default, Columbia County may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination.

The Contractor shall promptly submit its termination claim to Columbia County and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Columbia County, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, Columbia County determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, Columbia County, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Debarment and Suspension - The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

Contractor shall complete the certification of compliance with this provision contained in Exhibit M

Civil Rights - The following requirements apply to the underlying contract:

- 1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S.

Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Resolution of Disputes, Breaches, and Other Litigation – Disputes under this contract shall be handled as provided in this section. Contractor shall include this same language in all subcontracts.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by Columbia County's Transit Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Columbia County Board of Commissioners. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Board of Commissioners shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Columbia County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in

writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Columbia County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in an action filed in Columbia County Circuit Court.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Columbia County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Transit Employee Protective Provisions

- 1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:
 - a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
 - b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S. C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative

Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

- c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- 2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

Disadvantaged Business Enterprises – This contract and each subcontract the prime contractor signs with a subcontractor must include the following Federal Clause language:

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Columbia County's overall goal for DBE participation is 3.2%. A separate contract specific goal has/has not been established for this procurement.
- b. Columbia County, contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Columbia County deems appropriate, which may include, but is not limited to:
 - i) Withholding monthly progress payments
 - ii) Assessing sanctions
 - iii) Liquidated damages, and/or
 - iv) Disqualifying the contractor from future bidding as non-responsible.
- c. The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from Columbia County.
- d. The contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBEs as listed in its written documentation of its commitment to Columbia County.
- e. The contractor is required to pay subcontractors for satisfactory performance of their contracts no later than 10 calendar days from receipt of each payment Columbia County makes to the contractor. The contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the contractor provides written notification to the subcontractor

and Columbia County documenting "just cause" for withholding payment. The contractor is not allowed to withhold retainage from payments due subcontractors.

- f. The contractor will be required to report its DBE participation obtained throughout the period of performance.
- g. The contractor shall not terminate a DBE subcontractor listed in its written documentation of its commitment to Columbia County to use a DBE subcontractor (or an approved substitute DBE firm) without Columbia County's prior written consent per 49 CFR Part 26.53(f). This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- h. The contractor must promptly notify Columbia County whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work. The contractor must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work under contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement. The good faith efforts shall be documented by the contractor.
- i. The contractor may provide written consent only if Columbia County agrees, for reasons stated in the concurrence document, that it has good cause to terminate the DBE Firm. For purposes of this paragraph, good cause includes the following circumstances:
 - i) The listed DBE subcontractor fails or refuses to execute a written contract.
 - ii) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
 - iii) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
 - iv) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
 - v) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
 - vi) Columbia County determined that the listed DBE subcontractor is not a responsible contractor;
 - vii) The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
 - viii) The listed DBE is ineligible to receive DBE credit for the type of work required;
 - ix) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
 - x) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

- j. Before transmitting to Columbia County its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Columbia County, of its intent to request to terminate and/or substitute, and the reason for the request.

Drug and Alcohol Testing - The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State of Oregon Department of Transportation, or Columbia County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The contractor agrees further to certify annually its compliance with Part 655 before February 1 and to submit the Management Information System (MIS) reports before March 15 to the County's designated contract representative. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Americans With Disabilities Act (ADA) - The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

Safe Operation of Motor Vehicles Requirements:

Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Columbia County.

Distracted Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of Columbia County's requests which would cause Columbia County to be in violation of the FTA terms and conditions.

EXHIBIT G

Part 40 Procedures for Transportation Workplace Drug and Alcohol Testing Programs

Displaying title 49, up to date as of 12/15/2021. Title 49 was last amended 12/09/2021.

Authority: [49 U.S.C. 102](#), [301](#), [322](#), [5331](#), [20140](#), [31306](#), and [54101](#) *et seq.*

Source: [65 FR 79526](#), Dec. 19, 2000, unless otherwise noted.

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- §40.21 [May an employer stand down an employee before the MRO has completed the verification process?](#)
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Appendix A to Part 40

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Appendix H to Part 40

[DOT Drug and Alcohol Testing Management Information System \(MIS\) Data Collection Form](#)

EXHIBIT H

ODOT Asset #	CCR Bus #	Mileage	Vehicle ID #	Condition	Description	Year	Fuel Type	Engine	Transmission	Seating	
V000833	810	413,479	1FD4E45S28DB51376	Adequate	Ford El Dorado	2008	Gas	6.8L Triton	5R110W	14/3	Spare
V000970	816	494,698	4UZABODT4ACAT2032	Adequate	Freightliner Champion	2010	Diesel	6.7L ISB Cummins	Allison	43/2	Spare
V001219	817	304,500	1FVACWDT6BHAX4618	Good	Freightliner Turtle Top	2011	Diesel	6.7L ISB Cummins	Allison	31/4	
Not in Optis	819	103,874	1FTDA14UXVZB83265	Adequate	Ford Aero Star	1997	Gas	3.0L V6	A4LD	2/0	Maint
V001326	1222	238,121	1GB6G5BL3C1170320	Adequate	Chevy Elkhart Express	2012	Diesel	6.6L Duramax	6L90	16/4	Spare
Not in Optis	1223	121,614	2C4RDGBG8CR180742	Good	Dodge Caravan	2012	Gas	3.6L V6	48RE	3/1	Staff
V001643	1525	147,352	4UZAB0DT8FCGY1923	Adequate	Freightliner	2015	Diesel	6.7L ISB Cummins	Allison	32/2	Spare
V001731	1526	132,900	1GB6G5BGXF1225384	Poor	Chevy Arboc	2015	Gas	6.0L V8	6L90	17/3	Spare
V001732	1627	171,284	1FDGF5GYXGEB88606	Good	Ford F550	2015	Gas	6.8L Triton	5R110W	30/1	
V001840	1728	149,532	1FBVU4XM6HKA50822	Excellent	Ford Transit	2017	Gas	3.7L V6	6R80	9/3	
V001897	1829	90,580	4UZADRFD3KCLC9890	Excellent	Freightliner	2018	Diesel	B6.7 Cummins	Allison	32/2	
V002419	1932	53,832	1FD4E4FS7KDC2237	Excellent	Starcraft	2019	Gas	6.8 V10 Triton	6R140	16/3	
V002420	1933	49,511	1FD4E4FS8KDC37483	Excellent	Starcraft	2019	Gas	6.8 V10 Triton	6R140	16/3	
V002421	1934	50,247	1FD4E4FS1KDC39107	Excellent	Starcraft	2019	Gas	6.8 V10 Triton	6R140	16/3	
V002422	1935	51,716	1FD4E4FS3KDC39108	Excellent	Starcraft	2019	Gas	6.8 V10 Triton	6R140	16/3	

Four 9-Passenger Ford Transits and Two 33-Passenger Freightliners are currently on order. Upon their arrival we will retire buses 810, 816, 1222, 1525, 1526 and 1728.

EXHIBIT I

SUMMARY OF CURRENT WAGE SCALE, BENEFITS & SENIORITY

The County's current contractor employs a team of eight drivers, two dispatchers and one Utility Worker, all members of ATU Local 757. These employees are supervised by one on-site Operations Manager. The drivers currently work between 18 and 40 hours per week in covering the approximately 7,000 revenue hours of service currently provided. Individual Driver schedules fluctuate as new bids are issued every three to six months. The Dispatchers generally each work 30 hours per week. The Utility Worker works 20 hours per week.

	Years of Service	Approx Hourly Wage*	License Type	Driving Assignments
Driver 1	24	\$19.37	Class C (Grandfathered)	Dial-A-Ride/NEMT
Driver 2	21	\$19.37	CDL "B", Pass & Airbrakes	Dial-A-Ride/NEMT & Commuter
Driver 3	6	\$19.37	CDL "B", Pass & Airbrakes	Dial-A-Ride/NEMT & Commuter
Driver 4	5	\$19.37	CDL "B", Pass & Airbrakes	Dial-A-Ride/NEMT & Commuter
Driver 5	5	\$19.37	CDL "B", Pass & Airbrakes	Commuter
Driver 6	2	\$18.04	CDL "B", Pass & Airbrakes	Dial-A-Ride/NEMT & Commuter
Driver 7	2	\$18.04	CDL "B", Pass & Airbrakes	Dial-A-Ride/NEMT & Commuter
Driver 8	1	\$17.78	CDL "B", Pass & Airbrakes	Dial-A-Ride/NEMT & Commuter
Dispatcher 1	7	\$19.90	Class C	Dial-A-Ride/NEMT Occasionally
Dispatcher 2	5	\$19.90	Class C	N/A
Utility Worker	1 Mth	\$15.30	Class C	N/A

* Rates Beginning 7-1-22
Extrapolated from Union CBA

The current CBA, which expires 6-30-22, provides for medical, dental and vision coverage with 80% of premiums paid by the contractor. Employees receive seven paid Holidays per year. Vacation and sick time accruals begin at 40 hours per year and are available for full payout upon termination. Bereavement leave is available for immediate family members. Drivers are eligible for a \$100 per year Boot/Shoe reimbursement. Additional information is available upon request.



EXHIBIT J

Dial-A-Ride (DAR) and Commuter Route Rider's Guide

Columbia County Rider's Dial-a-Ride (DAR) Service focuses on serving the needs of riders for whom using our regular Commuter or Deviated-Fixed Route Services creates a challenge or hardship. DAR is a shared-ride service, not private transportation, and because of scarce resources, services are sometimes limited to elderly and disabled riders with medical or special life needs. Space permitting, every attempt is made to accommodate social and general purpose transportation needs as well. While the primary focus of this document is DAR Service, sections discussing operator assistance, what may be brought onto vehicles and other rules and guidelines for ridership should be considered to apply to all CC Rider services.

Contents

Welcome ...
Getting More Information and Assistance ...
What to Expect from DAR and Fixed-Route Service ...
DAR and Fixed-Route Customer Responsibilities ...
Reserving DAR Rides ...
Fares ...

Welcome

- **Who Can Use DAR?**

DAR Services are technically available to the general public, but due to budget constraints, priority is sometimes given to elderly and disabled riders with medical or special life needs. All DAR riders must complete a registration packet and have their information entered into the DAR database before scheduling their first DAR trip. To request a registration packet, call 503-366-0159 or go to www.nworegontransit.org to download a packet on your own. Reduced Fare discounts are not available for DAR services.



- **When and Where Does DAR Operate?**

DAR operates Monday through Friday from approximately 7:30am until 5:30pm depending on demand and the need for scheduling efficiency. Service is available to pick-up and drop-off locations inside Columbia County Service in rural Western and Northern Columbia County may be limited to specific days of the week.

Please ask dispatchers about weekly Portland Metro Medical Service, which is offered on alternating Tuesdays and Wednesdays provided a minimum of two (2) round-trip rides have been scheduled by the preceding Friday. There is a separate fare structure for this service.

- **How Does DAR Provide Service?**

DAR uses a fleet of small buses and vans to provide service. Rides must be scheduled in advance. To maximize the number of riders served, several passengers may share the vehicle, and vehicles may stop and travel in different directions during any passenger's trip to accommodate other riders. Dispatchers may attempt to build trips using a combination of regular and DAR services. Rides using a combination of regular and DAR services will require payment of fares for both services.

Getting More Information and Assistance

- **By Phone**

503-366-0159 is the CC Rider and DAR phone number.

- **Online**

<https://nworegontransit.org> is the website for CC Rider and DAR.

- **Social Media**

<https://facebook.com/columbiacountyrider> is the Facebook page for CC Rider and DAR.

https://twitter.com/rider_cc is the Twitter page for CC Rider and DAR

What to Expect from DAR and Fixed-Route Service

DAR drivers do their best to make pick-ups on time and to get to their destinations on time. DAR trips are considered “on-time” as long as they are provided within a window of +/- ten (10) minutes from the scheduled pick-up and drop-off times. DAR drivers must be able to park their vehicles in a safe location that does not block or impede traffic, allows the driver to maintain sight of the vehicle at all times, and has an accessible path of travel for the vehicle and for the rider to access the lift.

Your scheduled pick-up time may be up to 60 minutes earlier or later than you requested in order to accommodate other trips being served. CC Rider dispatchers will make a confirmation call to DAR riders the day or evening before their scheduled trip. Riders need to be ready to leave at their scheduled pick-up time. If necessary, the driver will wait a maximum of five minutes past your scheduled time. If the DAR vehicle hasn’t arrived within 30 minutes of your scheduled pick-up time, call DAR at 503-366-0159.

- **How DAR Operators Assist Customers**

DAR is a “curb-to-curb” service. For pick-ups at apartments or private residences, riders should wait outside in a spot that is visible to the driver. Drivers will not come to the door and may not enter private residences. For pick-ups at retirement or medical facilities with a lobby that is within sight of the parked DAR vehicle, riders should wait inside the lobby and drivers will meet them there. If you need assistance from or to the door of your origin or destination, please make sure that a companion or Personal Care Attendant (PCA) is available to assist you.

Drivers will assist you in boarding and disembarking the vehicle, particularly if you require a hydraulic lift to board the vehicle. Drivers will also assist you with fastening seat belts and securing wheelchairs and scooters. Drivers may also assist with a reasonable number of grocery or shopping bags.

- **Items Customers May Bring on the DAR and Fixed-Route Vehicles**

Service animals are permitted on vehicles provided they are under the owner’s control, meaning they are on a leash or in a container. Other animals are permitted only in a secure container. Riders may bring a respirator, portable oxygen tank or other life-support equipment as long as it does not violate hazardous material transportation laws. Riders must ensure that there is an adequate oxygen supply (3/4 or full) before boarding. Drivers are not authorized to operate life-support equipment at any time.

Each paid rider may take up to five (5) grocery bags or other similarly-sized carry-on items, and riders may also bring one (1) collapsible grocery cart, one (1) collapsible

luggage cart or one (1) collapsible stroller. These collapsible items must be folded while on the bus. Drivers may assist with grocery bags, or other carry-on items weighing 25 pounds or less. Personal items may not block doorways, aisles or access to wheelchair/scooter seating.

DAR and Fixed-Route Customer Responsibilities

- **Have Valid Fare** – Please deposit tickets, cash or checks in the fare box. Drivers do not carry cash and cannot make change or sell tickets.
- **Cancel Unneeded Rides in Advance** – Trips cancelled after 5:00pm the day before the scheduled trip are considered late cancellations. A pattern of late cancellations and no shows may result in suspension of service for up to 30 days. The first case of a rider having 3 no shows within a 30-day period that represent 20 percent or more of the rider's scheduled trips during that period will result in a suspension of service for 7 days. The second such case will result in a suspension of service for 14 days. The third such case will result in a suspension of service for 21 days. The fourth and all subsequent cases will result in suspensions of service for 30 days each.
- **Be Ready to Leave at the Scheduled Time** – We encourage riders to be ready 15 minutes prior to their scheduled pick-up or drop-off time. DAR Drivers will wait no more than 5 minutes beyond this time and Fixed-Route buses will leave at the times listed in the corresponding printed schedule.
- **Use Required Securement and Seat Belts** – Drivers will secure mobility devices and fasten lap belts for riders in mobility devices. All ambulatory customers must use seat belts.
- **Maintain Mobility Devices and Accessible Pathways** – Make sure your wheelchair or scooter is in good working condition and assure an accessible pathway at your residence and at each of your destinations.
- **Size and Weight Limits for Mobility Devices** – CC Rider will transport all wheelchairs and occupants if the lift, vehicle and driver can physically accommodate them, or unless doing so is inconsistent with legitimate safety requirements.
- **Rules for Riding** – Smoking is prohibited in all CC Rider vehicles and at all CC Rider facilities. Food and drink on buses must be in closed containers. Please don't be loud enough to disturb others or distract the driver from safe operation of the vehicle. Use radios and CD/MP3 players with headphones only.

- **Keep Your DAR Information Up-to-Date** – After a rider has been registered, please call CC Rider at 503-366-0159 to report changes in your address, emergency contact information, disability or health condition to the extent it impacts your DAR ridership, the need for a PCA or a change in your mobility device and/or your use of a device. CC Rider reserves the right to require annual renewal of your registration prior to scheduling future rides.
- **Share Your Questions, Concerns or Comments** – We will do our best to answer your questions and address your concerns.
- **Refusal or Suspension of Service** – DAR drivers may refuse service to riders only in situations where the rider engages in violent, seriously disruptive or illegal conduct, or conduct that represents a direct threat to the health or safety of others. Drivers shall not refuse service to an individual with disabilities solely because the individual's disability results in involuntary behavior that may offend, annoy, or inconvenience other riders.

Reserving DAR Rides

- **Have the Following Information Ready Before You Call:**

First and Last name

Whether a PCA will be riding with you

Exact physical address of home

Exact physical address of pick-up location

Exact physical address of drop-off location

Requested pick-up time and appointment time, if applicable

Type of mobility device and/or service animal, if applicable

Method of fare payment

- **Setting Your Trip Times**

DAR can plan your trip around either a pick-up time or an appointment time, but not both. Always use a pick-up time to schedule your ride unless you must arrive at the destination not later than a certain time, such as for a work or medical appointment.

Let the call taker know how much flexibility you have regarding your travel times.

Remember to allow time for getting to and from the bus and for boarding/unloading, particularly if you use a mobility device.

- **Other Important DAR Tips**

Before ending your call, listen carefully as dates, times and addresses are read back to you. Please ask if you're not sure about something. Reserving trips 5 or more days in advance will give you the best chance of scheduling your ride at your preferred time. We are often unable to accommodate ride requests made 2 days or less prior to your ride date. Mondays, Wednesdays and Fridays are usually the busiest days due to standing dialysis appointments on these days.

- **Changing Your DAR Reservation**

If you need to change your reservation, please do so as soon as possible. Because rides are scheduled as much as five days in advance, we cannot guarantee to accommodate change requests made after the day's route is finalized.

- **Subscription Reservations**

Riders may request "subscription" reservations for trips that are 1) taken at least once per week on the same day each week, 2) are between the same two locations and at the same time, and 3) expected to continue for at least six months. Subscription trips that fall on holidays when limited or no service is being provided or are to locations which are closed on holidays will be automatically cancelled by dispatchers. Subscription trips are subject to the same change and cancellation requirements as other DAR trips.

Fares

- **Paying Your Fare**

Riders must pay a fare when boarding. Valid fares include cash in exact change, checks, single ride tickets or monthly passes. Drivers do not carry cash or tickets and cannot make change or sell tickets. DAR fares are \$3.00 each way for the first 8 miles. Trips longer than this distance will be charged an additional \$0.75 per mile. Fixed-Route fares are \$2.00 for trips originating and ending within Columbia County and \$3.00 for trips originating or ending outside Columbia County.

Reduced Fare discounts are applicable to DAR services. A discount of \$1.00 per trip is available to riders who are over 65 years of age, veterans, students, low-income and/or disabled. Please call 503-366-0159 for information on how to acquire a Reduced Fare card.

- **Where to Buy Tickets**

Tickets may be purchased at the St Helens Transit Center at 1155 Deer Island Road in St Helens or online at <https://www.nworegontransit.org/passes-ccr/>. Please allow 5-7 business days for delivery of tickets purchased online.

- **Agency Sponsored Rides**

Riders seeking transportation that is paid for by their insurance (the Oregon Health Plan or Medicare, for example) should contact NW Rides at 1-888-793-0439. NW Rides is a coordinated ride brokerage which arranges rides through various providers and handles all billing to insurance providers.

- **Personal Care Attendants (PCAs) and Companions**

The ADA defines a personal care attendant (PCA) as someone designated or employed specifically to help the registered individual meet his or her personal daily living needs. PCAs traveling with a paid DAR or Fixed-Route rider ride free of charge, and must be picked up and dropped off at the same locations as the paid rider. Additional companions may be scheduled to join DAR riders if space is available, and are required to pay the appropriate DAR fare at the time of boarding.

EXHIBIT K

BUS DRIVER'S VEHICLE INSPECTION REPORT

COMPANY: _____

ODOMETER READING: _____ BUS NO.: _____

END MILEAGE: _____ DATE: _____

START MILEAGE: _____ TIME: _____ AM
PM

TOTAL MILEAGE: _____ LOCATION: _____

INSPECT ITEMS LISTED - IF DEFECTIVE, NUMBER AND DESCRIBE IN "REMARKS"

- | | |
|---|--|
| <input type="checkbox"/> FLUID LEAKS UNDER BUS | <input type="checkbox"/> EMERGENCY DOOR & BUZZER |
| <input type="checkbox"/> LOOSE WIRES, HOSE CONNECTIONS OR | <input type="checkbox"/> HEADLIGHTS, FLASHERS & 4-WAY FLASHERS |
| <input type="checkbox"/> BELTS IN ENGINE COMPARTMENT | <input type="checkbox"/> RIGHT FRONT TIRE & WHEEL |
| <input type="checkbox"/> OIL LEVEL | <input type="checkbox"/> FRONT OF BUS - WINDSHIELD |
| <input type="checkbox"/> RADIATOR COOLANT LEVEL | <input type="checkbox"/> LEFT FRONT TIRE & WHEEL |
| <input type="checkbox"/> BATTERY | <input type="checkbox"/> STOP ARM (SCHOOL BUS) |
| <input type="checkbox"/> TRANSMISSION | <input type="checkbox"/> EXHAUST SYSTEM |
| <input type="checkbox"/> UNUSUAL ENGINE NOISE | <input type="checkbox"/> LEFT SIDE OF BUS - WINDOWS & LIGHTS |
| <input type="checkbox"/> GAUGES & WARNING LIGHTS | <input type="checkbox"/> LEFT REAR TIRES & WHEELS |
| <input type="checkbox"/> SWITCHES | <input type="checkbox"/> REAR OF BUS - WINDOWS & LIGHTS |
| <input type="checkbox"/> HORN | <input type="checkbox"/> TAIL PIPE |
| <input type="checkbox"/> FANS & DEFROSTERS | <input type="checkbox"/> RIGHT REAR TIRES & WHEELS |
| <input type="checkbox"/> WIPERS & WASHERS | <input type="checkbox"/> RIGHT SIDE OF BUS - WINDOWS & LIGHTS |
| <input type="checkbox"/> STOP ARM CONTROL (WARNING CONTROL) | <input type="checkbox"/> DRIVER'S SEAT & BELT |
| <input type="checkbox"/> INSIDE & OUTSIDE MIRRORS | <input type="checkbox"/> DIRECTIONAL LIGHTS |
| <input type="checkbox"/> BRAKE PEDAL & WARNING LIGHT | <input type="checkbox"/> PARKING BRAKE OR SERVICE BRAKE |
| <input type="checkbox"/> OPERATION OF SERVICE DOOR | <input type="checkbox"/> CLUTCH |
| <input type="checkbox"/> EMERGENCY EQUIPMENT | <input type="checkbox"/> STEERING |
| <input type="checkbox"/> FIRST AID KIT | <input type="checkbox"/> WHEELCHAIR LIFT |
| <input type="checkbox"/> ENTRANCE STEPS | _____ |
| <input type="checkbox"/> CLEANLINESS OF INTERIOR | _____ |
| <input type="checkbox"/> CONDITION OF FLOOR | _____ |

REMARKS: _____

CONDITION OF ABOVE VEHICLE IS: ☐ SATISFACTORY ☐ UNSATISFACTORY

DRIVER'S SIGNATURE: _____

- ☐ ABOVE DEFECTS CORRECTED
☐ ABOVE DEFECTS NEED NOT BE CORRECTED FOR SAFE OPERATION OF VEHICLE

MECHANIC'S SIGNATURE: _____ DATE: _____

DRIVER REVIEWING REPAIRS: SIGNATURE: _____ DATE: _____

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ORIGINAL

902 (Rev. 6/13)

Exhibit L

BUDGET FORM

Proposed Budget			
Company Name:			
Expense Category	Budgeted Amount		
	FY 2022-23	FY 2023-24	FY 2024-25
Driver Wages			
Driver Benefits			
Dispatch Wages			
Dispatch Benefits			
Management Wages			
Management Benefits			
Payroll Taxes			
Workers Comp			
Liability Insurance			
Communications			
Driver Uniforms			
Driver Physicals & D/A Testing			
Employee Recruiting/Training			
Office Supplies			
Start Up			
Interest			
Administrative Overhead			
Other			
Other			
Other			
Total:			

Submit with Proposal

Exhibit M

Certification Regarding Lobbying

The undersigned _____ certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Contractor verifies that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the Recipient. If it is later determined by the Recipient that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Date: _____

Signature: _____

Company Name: _____

Title: _____