



## BOARD OF COMMISSIONERS

### BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, JULY 10, 2024

Barnes Sawyer Rooms - Deschutes Services Building - 1300 NW Wall Street – Bend  
(541) 388-6570 | [www.deschutes.org](http://www.deschutes.org)

#### AGENDA

**MEETING FORMAT:** In accordance with Oregon state law, this meeting is open to the public and can be accessed and attended in person or remotely, with the exception of any executive session.

Members of the public may view the meeting in real time via YouTube using this link: <http://bit.ly/3mmlnzy>. **To attend the meeting virtually via Zoom, see below.**

**Citizen Input:** The public may comment on any topic that is not on the current agenda. Alternatively, comments may be submitted on any topic at any time by emailing [citizeninput@deschutes.org](mailto:citizeninput@deschutes.org) or leaving a voice message at 541-385-1734.

When in-person comment from the public is allowed at the meeting, public comment will also be allowed via computer, phone or other virtual means.

**Zoom Meeting Information:** This meeting may be accessed via Zoom using a phone or computer.

- To join the meeting via Zoom from a computer, use this link: <http://bit.ly/3h3oqD>.
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press \*9 to indicate you would like to speak and \*6 to unmute yourself when you are called on.
- When it is your turn to provide testimony, you will be promoted from an attendee to a panelist. You may experience a brief pause as your meeting status changes. Once you have joined as a panelist, you will be able to turn on your camera, if you would like to.



Deschutes County encourages persons with disabilities to participate in all programs and activities. This event/location is accessible to people with disabilities. If you need accommodations to make participation possible, call (541) 388-6572 or email [brenda.fritsvold@deschutes.org](mailto:brenda.fritsvold@deschutes.org).

**Time estimates:** The times listed on agenda items are estimates only. Generally, items will be heard in sequential order and items, including public hearings, may be heard before or after their listed times.

## CALL TO ORDER

**CITIZEN INPUT:** Citizen Input may be provided as comment on any topic that is not on the agenda.

**Note:** In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to [citizeninput@deschutes.org](mailto:citizeninput@deschutes.org) or you may leave a brief voicemail at 541.385.1734..

## PLEDGE OF ALLEGIANCE

## CONSENT AGENDA

1. Approval of Document No. 2024-605, an amendment to the intergovernmental agreement accepting a Community Navigator Pilot grant from the Oregon Health Authority (#PO-44300-00026008-2)
2. Consideration of Board Signature on letter thanking Heather Johnson for service on the Two Rivers Special Road District
3. Consideration of Board Signature on letters reappointing Sabrina Haggerty, Dave Thompson, Mark Smith, Neil Baunsgard and Matt Muchna for service on the Bicycle and Pedestrian Advisory Committee
4. Consideration of Board Signature on letter thanking Christopher Cassard for service on the Bicycle and Pedestrian Advisory Committee
5. Approval of minutes of the BOCC May 29 and June 24, 2024 meetings

## ACTION ITEMS

6. **9:10 AM** Request from the City of La Pine for a letter supporting its application for a Transportation Growth Management grant
7. **9:20 AM** Consideration of a request to extend the written record period for the Last Ranch, LLC, Plan Amendment & Zone Change Request
8. **9:30 AM** Request to add 1.00 Building Safety Inspector I, II or III
9. **9:40 AM** Oregon Health Authority grant agreement #180009--11 for Public Health
10. **9:50 AM** Consideration of recommendations from the Solid Waste Advisory Committee regarding the siting, development and mitigation of a new landfill

## **OTHER ITEMS**

*These can be any items not included on the agenda that the Commissioners wish to discuss as part of the meeting, pursuant to ORS 192.640.*

## **EXECUTIVE SESSION**

*At any time during the meeting, an executive session could be called to address issues relating to ORS 192.660(2)(e), real property negotiations; ORS 192.660(2)(h), litigation; ORS 192.660(2)(d), labor negotiations; ORS 192.660(2)(b), personnel issues; or other executive session categories.*

*Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media.*

## **ADJOURN**



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 10, 2024

SUBJECT: Approval of Document No. 2024-605, an amendment to the intergovernmental agreement accepting a Community Navigator Pilot grant from the Oregon Health Authority (#PO-44300-00026008-2)

RECOMMENDED MOTION:

Move approval of Chair signature of Document No. 2024-605, an amendment to the intergovernmental agreement accepting a Community Navigator Pilot grant from the Oregon Health Authority.

BACKGROUND AND POLICY IMPLICATIONS:

On March 20, 2024, the Board of County Commissioners gave approval for Deschutes County Health Services (DCHS) to accept a \$1,000,000 Oregon Health Authority Community Navigator Pilot grant. DCHS now requests Chair signature of an amendment to the Intergovernmental Agreement accepting that award.

Funding is awarded through Service Element (SE) 04, Aid and Assist Project. The award is structured such that \$250,000 will be funded for May 1, 2024, through June 30, 2025 and \$750,000 from July 1, 2024 through June 30, 2025. In addition to these terms, the IGA also defines the project and requirements.

Funding from this grant will support six full-time equivalent (FTE) positions including two new limited duration FTEs which the Board approved via Resolution No. 2024-006 on March 20, 2024. In addition to staff, the grant will also fund contracts for: shelter services; client stabilization, including guardianships; training; furniture/fixtures; computers and peripherals; cell phone services; a new vehicle; and 10% indirect costs.

BUDGET IMPACTS:

\$1,000,000 revenue.

ATTENDANCE:

Kara Cronin, Manager, Behavioral Health Program



In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications, and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@odhsoha.oregon.gov](mailto:dhs-oha.publicationrequest@odhsoha.oregon.gov) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

**AGREEMENT # PO-44300-00026008**

**SECOND AMENDMENT TO  
OREGON HEALTH AUTHORITY  
2024-2025 INTERGOVERNMENTAL AGREEMENT  
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,  
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

This Second Amendment to Oregon Health Authority 2024-2025 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2024 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Deschutes County** (“County”).

**RECITALS**

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. The Service Description for **MHS 04** in Exhibit B1 of the Agreement is hereby amended to add an Administrative Memo, in the form attached hereto and incorporated herein by this reference. To the extent that there is an inconsistency between MHS 04 and the Administrative Memo, the Administrative Memo will have precedence.
2. The financial and service information in the Financial Assistance Award is hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
3. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
4. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

**7. Signatures.**

**Deschutes County**

**By:**

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

**State of Oregon, acting by and through its Oregon Health Authority**

**By:**

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

**Approved by: Director, OHA Health Systems Division**

**By:**

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Joseph M. Callahan, Assistant Attorney General on June 20, 2024; email in Agreement file.

## Attachment 1

4/8/2024

### Administrative Memo: Community Navigator Services

OHA will launch a pilot for a Community Navigator (CN) team comprised of 5 Oregon Community Mental Health Programs (CMHP's) to include Clackamas, Deschutes, Lane, Marion, and Washington, and 1 Oregon Certified Community Behavioral Health Clinic (CCBHC), with Cascadia Behavioral Healthcare, Inc. covering the Multnomah service area, using Service Element 04 Aid and Assist Client Services for the payment method.

County, as part of the Community Navigator team pilot program, will provide up to three (3) months of in-reach and a minimum of six (6) months post discharge care coordination and case management for Individuals leaving the Oregon State Hospital (OSH) on Aid and Assist orders as stated below.

Dr. Debra Pinal's recommendation regarding development of a Community Navigator model in "Neutral Expert Second Report Regarding the Consolidated Mink and Bowman Cases," as stated in that document: "Development of community navigator model: Data from Oregon State Hospital (OSH) discharges indicates that recidivism rates (defined as return to OSH) are highest for the people who were admitted in the Aid and Assist system. To help offset this risk of recidivism and sustain compliance, OHA in coordination with stakeholders and in consultation with the Neutral Expert should develop a model to create "community navigators" to support individuals sent for restoration as they transition from OSH into community settings." County will use the Community Navigator Funds (as defined below) to carry out the following activities as part of its Community Navigator program and services:

- a. Reduce rates of recidivism for individuals, especially those at risk of houselessness, on Aid and Assist orders from involuntary state hospitalization.
- b. Support individuals in the Aid and Assist process to help reduce their risk of recidivism, and thereby also reduce strain on the state hospital system by integrating individuals on Aid and Assist back into community-based services. For the purposes of this Administrative Memo, County shall:
  - (1) Based on Aid and Assist census, selection criteria may vary by pilot site as approved by OHA.
- c. Fund Community Navigator positions and incidental costs of providing care to meet the goals of this Agreement.
- d. Ensure that the Community Navigator team serves up to 15 individuals at a time and does in-reach and post-discharge care during the pilot.
  - (1) Based on Aid and Assist census, selection criteria may vary by pilot site as approved by OHA.
- e. Require that the Community Navigator Team include a case manager and a Peer Support Specialist (with agreed variance by site, based on available positions).

- f. Require Community Navigator Teams participate in OHA facilitated trainings, including Forensic Peer Training, CTI protocol overview, and Aid and Assist training.
- g. Participate in quarterly check-ins and data reviews with OHA.
- h. Ensure that the Community Navigator Team supports individuals who are ordered for Aid and Assist restoration at OSH and in the community. Support will include:
  - (1) Engagement with individuals at OSH by phone, video, or in person for up to three months prior to individual's discharge date.
  - (2) Case management and support in the community for no less than six months post discharge into the community.
- i. Implement augmented transitional support structures to help individuals stay connected to services after their involvement with the Aid and Assist supports. This service should leverage existing potential resources, such as might be available through Coordinated Care Organizations (CCOs) and Assertive Community Treatment (ACT) services or with other supports that can be expanded with this targeted approach.
- j. Require the use of evidence-informed practices and other state examples of similar services to help inform best available approaches. Evidence informed practices include but are not limited to:
  - (1) Critical Time Intervention (CTI);
  - (2) Peer Support Specialist (PSS);
  - (3) Intensive Case Management;
  - (4) Trauma-Informed Care; and
  - (5) Educational/Vocational Supports.

Community Navigator Funds may be used to purchase a vehicle as necessary for this specific Program, subject to the following requirements:

- a. When Community Navigator Funds in the amount of \$1,000 and above are to be used for purchase of a vehicle, as security for the County's performance of its obligations under this Agreement, the County grants to OHA a security interest in, all of the County's right, title, and interest in and to the goods, i.e., the vehicle. The County agrees that from time to time, at its expense, the County will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that OHA may reasonably request, in order to perfect and protect the security interest granted under this Agreement or to enable OHA to exercise and enforce its rights and remedies under this Agreement with respect to the vehicle. County must forward a copy of the title registration application showing Health Systems Division as the Security Interest Holder to OHA within 5 calendar days of the acquisition from the seller. File Security Interest Holder information as follows:

Oregon Health Authority  
 Health Systems Division  
 500 Summer Street NE, E86 Salem,  
 OR 97301

The following steps describe the process for removal of liens:

To release a vehicle title on which OHA is listed security interest holder, County or any of its' Providers, must make a request in writing to OHA. The request must specify why the vehicle is being disposed of and the intended use of any payments realized from the transaction.

If approved, the original title is signed off by OHA and forwarded to County.

### **Special Reporting Requirements**

Due to admissions being on-going throughout this period, community navigators will approach quarterly reporting in two different phases per participant (in-reach and community-based reporting after discharge from OSH).

- a. CN Team In-reach Reporting: Up to 3 months of in-reach per participant before they exit state hospital back into the community setting.
  - (1) Data gathering will initiate when community navigator teams identify the individuals who will be discharging from OSH on Aid and Assist orders within the next three months;
  - (2) Community navigator team will utilize a modified version of the existing MHS 04 Aid and Assist Report, located at <http://www.oregon.gov/oha/HSD/AMH/Pages/Reporting-Requirements.aspx> to track demographics, diversion data, dismissed charges, community consultations, engaged services in community, as well as qualitative reporting on currently needed resources to work with individuals on A&A, current barriers, best practices, and successes;
  - (3) In addition to the basic MHS 04 report, the modified MHS 04 reporting template for this pilot will also collect available data on prior hospitalizations, discharge reasons, and diagnoses (populated by OHA data request), social determinants of health screening (includes: housing instability, food insecurity, transportation barriers, utility difficulties, and interpersonal safety), prior healthcare coverage status, and any psychotropic medications that are being taken/prescribed, or cooccurring disorders/morbidities; and,
  - (4) As soon as the community navigator team is able, they will coordinate an intake and assessment for the individual with services, including a person-centered treatment goal, integrated treatment planning, and, consideration of what case management services could be started prior to discharge, including any planning for inpatient or residential placement.
- b. CN Team community-based reporting: a minimum of six (6) months following individual's transition into the community.
  - (1) Community navigators will coordinate the re-assessment of any person-centered treatment goals as individuals re-enter the community;
  - (2) In addition to the required modified MHS 04 report and intake/assessment documentation, community navigator teams will collect information at the point of discharge on the number of days between discharge and contact with community-based services; current discharge reason; current insurance status;

notes on psychotropic medication management; and rate of linkage to reentry services;

- (3) Peers will report qualitative information about social determinants of health and engagement with the peer-delivered protocols of forensic peer training; and
- (4) Participants will be re-assessed at 9 and 12 month intervals respectively.

**Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures.**

The total not -to-exceed (NTE) amount paid under this Attachment 1 for the Community Navigator pilot program is \$1,000,000 (the “Community Navigator Funds”). No more than 15% of the NTE may be used for administrative expenses and incidental costs. As long as these funds are used for services outlined in this Attachment 1 (“Community Navigator Services”) and obligated for only the Community Navigator Services, they will not be subject to Settlement.

**ATTACHMENT 1**

**EXHIBIT C  
Financial Pages**

MODIFICATION INPUT REVIEW REPORT

MOD#: M0828

CONTRACT#: 026008

CONTRACTOR: DESCHUTES COUNTY

INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_

SE#	FUND	PROJ	CPMS	PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
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FISCAL YEAR: 2023-2024

NAVPIL AID & ASSIST PROJECT

4	804	AAP			5/1/2024 - 6/30/2024	0 /NA	\$0.00	\$250,000.00	\$0.00	C	1	N		1
TOTAL FOR SE# 4								\$250,000.00	\$0.00					
TOTAL FOR 2023-2024								\$250,000.00	\$0.00					

FISCAL YEAR: 2024-2025

NAVPIL AID & ASSIST PROJECT

4	804	AAP			7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$750,000.00	\$0.00	C	1	N		1
TOTAL FOR SE# 4								\$750,000.00	\$0.00					
TOTAL FOR 2024-2025								\$750,000.00	\$0.00					
TOTAL FOR M0828 026008								\$1,000,000.00	\$0.00					

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: DESCHUTES COUNTY  
DATE: 05/24/2024

Contract#: 026008  
REF#: 004

REASON FOR FAAA (for information only):

Aid and Assist Client Services (MHS 04) funds have been awarded for Community Navigator Pilot Program.

Civil Commitment Services (MHS 24) funds have been awarded per SB 5525.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

M0828 1 The total payment for these services is \$1,000,000, paid as follows: \$250,000 upon execution of this amendment, and an additional \$250,000 on August 1, 2024, November 1, 2024, and February 1, 2025, upon receipt and approval of invoices to be used for the Community Navigator Pilot Program, per the recommendation of the Neutral Expert for the Mink and Bowman Federal lawsuit as found in the attached Administrative Memo dated 4/8/2024. As long as these funds are used for services outlined in the amendment and obligated for only these specific services, they will not be subject to Settlement.



# Confidential

## CONTRACTOR TAX IDENTIFICATION INFORMATION

For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

**Document number:** PO-44300-00026008-2-2

Legal name *(tax filing)*: Deschutes County Oregon

DBA name *(if applicable)*: Deschutes County Health Services

Billing address: 2577 NE Courtney Drive

City: Bend OR 97701

Phone: 541-322-7500

FEIN: 93-6002292

- OR -

SSN: \_\_\_\_\_

## Certificate Of Completion

Envelope Id: 8496D57AC94F407A97739BF692961A6A	Status: Sent
Subject: PO-44300-026008-2 Deschutes County Amendment #2	
Source Envelope:	
Document Pages: 9	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Larry Briggs
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Larry.O.Briggs@odhsoha.oregon.gov
	IP Address: 209.112.106.2

## Record Tracking

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6/7/2024 8:22:10 AM	Larry.O.Briggs@odhsoha.oregon.gov	
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Storage Appliance Status: Connected	Pool: Carahsoft OBO Oregon Health Authority - CLM	Location: DocuSign

## Signer Events

### Signature

### Timestamp

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jon Collins  
jon.c.collins@oha.oregon.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Ebony Clarke  
ebony.s.clarke@oha.oregon.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

## In Person Signer Events

### Signature

### Timestamp

## Editor Delivery Events

### Status

### Timestamp

## Agent Delivery Events

### Status

### Timestamp

Grace Evans	Sent: 6/7/2024 8:24:41 AM
grace.evans@deschutes.org	Resent: 6/24/2024 2:19:06 PM
Contract Specialist	Viewed: 6/25/2024 1:46:29 PM
Deschutes County Health Services	

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 9/22/2021 9:13:25 AM  
ID: 1c2f1b1a-bce9-4e77-a9ac-00927d21eb03

## Intermediary Delivery Events

### Status

### Timestamp

## Certified Delivery Events

### Status

### Timestamp



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO Oregon Health Authority - CLM (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Carahsoft OBO Oregon Health Authority - CLM:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mick.j.mitchell@dhsoha.state.or.us](mailto:mick.j.mitchell@dhsoha.state.or.us)

### **To advise Carahsoft OBO Oregon Health Authority - CLM of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mick.j.mitchell@dhsoha.state.or.us](mailto:mick.j.mitchell@dhsoha.state.or.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Carahsoft OBO Oregon Health Authority - CLM**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mick.j.mitchell@dhsoha.state.or.us](mailto:mick.j.mitchell@dhsoha.state.or.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Carahsoft OBO Oregon Health Authority - CLM**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [mick.j.mitchell@dhsosha.state.or.us](mailto:mick.j.mitchell@dhsosha.state.or.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

**Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Oregon Health Authority - CLM as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Oregon Health Authority - CLM during the course of your relationship with Carahsoft OBO Oregon Health Authority - CLM.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 10, 2024

**SUBJECT:** Request from the City of La Pine for a letter supporting its application for a Transportation Growth Management grant

**RECOMMENDED MOTION:**

Move approval of a letter supporting the City of La Pine’s application for a Transportation Growth Management grant.

**BACKGROUND AND POLICY IMPLICATIONS:**

The City of La Pine will apply for a Transportation Growth Management grant from the State Department of Land Conservation and Development and the Oregon Department of Transportation for funding to update its Transportation System Plan. In conjunction with this application, the City asks for a letter of support from the Board of County Commissioners.

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Brent Bybee, Principal Planner, City of La Pine



**CITY OF LA PINE**  
**STAFF REPORT**

**DATE:** July 2, 2024  
**TO:** Deschutes County Board of County Commissioners  
**FROM:** Brent Bybee, Principal Planner  
**SUBJECT:** City of La Pine Transportation Growth Management Grant Letter of Support

**TYPE OF ACTION REQUESTED (Check one):**

- |                                     |                         |                          |                  |
|-------------------------------------|-------------------------|--------------------------|------------------|
| <input type="checkbox"/>            | Resolution              | <input type="checkbox"/> | Ordinance        |
| <input type="checkbox"/>            | No Action – Report Only | <input type="checkbox"/> | Public Hearing   |
| <input checked="" type="checkbox"/> | <b>Formal Motion</b>    | <input type="checkbox"/> | Other/Direction: |

**Proposal:**

Through the La Pine 2045 Comprehensive Plan update, staff identified the need for an updated TSP. The City of La Pine requests a letter of support from the Deschutes BOCC, as the city applies for the Transportation Growth Management grant opportunity with the Department of Land Conservation and Development, and the Oregon Department of Transportation.

**Background:**

The City of La Pine has prioritized updating all relevant long range plans that will better prepare the community for the level of development that will occur into the future. With La Pine being the second fastest growing city in the state, and the development pressure from Bend, our Transportation System Plan must be updated to remit policies or language that are either outdated or inaccurate from when the City initially adopted the TSP in 2013. New policies and language will ensure the community’s needs are met.

Through a visioning process with the community in the latter part of 2023, infrastructure and traffic management were identified as the number one priorities at the top of the list for the community’s vision statement. An update to the TSP would not only be timely with the Comprehensive Plan update already underway, but is also urgent due to the current traffic concerns and the level of future development that will burden an already outdated plan.

The City will be applying for the TGM grant by the end of July, with a request of \$225,000 in funding. As part of the application process, one of the requirements is a letter of support from the governing body, and letters of support from the community. It is of note that the City of La Pine



faces measured competition for this grant as Wasco County, the City of Redmond, and the City of The Dalles are vying for the same award funds. Support from the Deschutes BOCC would further demonstrate the need for an updated TSP.

**Recommended Motion:**

*I move approve the letter of support as presented by the City of La Pine, with signatures provided by each commissioner.*

**Attachment(s):**

- 1. La Pine 2045 Visioning Statements
- 2. Draft Letter of Support

Date

Department of Land Conservation and Development  
635 Capitol Street NE, Suite 150  
Salem, OR 97301

Subject: TGM Grant Authorization Letter for the City of La Pine

The Deschutes County Board of County Commissioners supports the proposal submitted by the La Pine Planning Department for funding from the Transportation Growth Management Grant offered by the Department of Land Conservation and Development and Oregon Department of Transportation. The efforts that the City is initiating to update the Transportation System Plan (TSP) is of high priority as Central Oregon continues to grow.

The City of La Pine is the youngest city in the state, with an incorporation date of 2006. The La Pine TSP was originally adopted in 2013, with minor updates in 2021. The 2013 TSP was a great starting point for the transition from Deschutes County to the city, but there are many parts of the plan that are now either inaccurate or out of date. In the last 11 years, La Pine has experienced pronounced growth and development. In 2023, the population was calculated by the Portland State Population Research Center at 3,126. With housing and land costs in the city remaining below average for the Central Oregon region, individuals who cannot afford housing in some of the larger cities in the region are choosing to live in La Pine. According to the Portland State Population Research Center, from 2022 to 2023, La Pine ranked 2<sup>nd</sup> in the state for growth. Portland State conservatively forecasts the population to increase in La Pine by 87% in the next 25 years. It is of note that within the Newberry Neighborhood master planned development area, approximately 367 acres of residentially zoned land remains undivided, and could be developed at any time.

Additionally, the Planning Department has initiated a full comprehensive plan update (La Pine 2045), aimed to better position the city for the pronounced growth that will occur over the coming years. La Pine 2045 incorporated a visioning process that harbored input from the community through survey responses. The top priority of the citizens within the city is an investment in infrastructure and traffic management. A full TSP update will coincide with the comprehensive plan update that is slated to be completed in June of 2025, and will help to address the community's top priority.

In light of these facts and forecasts, it is indicative that a full TSP update is not only timely with the comprehensive plan update already underway, but also urgent due to the pronounced growth and challenges that our community is currently facing. Accomplishing a full TSP update will not only ensure the community's vision is carried out into the future to shape the City of La Pine, but also ensure that the integrity of the community is maintained.

Sincerely,

THE DESCHUTES COUNTY BOARD OF COMMISSIONERS



# LA PINE 2045 VISION GOALS

THE FOLLOWING GOALS WERE A RESULT OF THE APPROXIMATELY 500 SURVEY RESULTS RECEIVED FROM THE PUBLIC. THE GOALS WERE REVIEWED AND APPROVED BY STAFF, THE STEERING COMMITTEE, THE TECHNICAL ADVISORY COMMITTEE, THE PLANNING COMMISSION, AND CITY COUNCIL. THESE GOALS WILL BE UTILIZED BY ALL AND REFERENCED WHEN MAKING DECISIONS REGARDING THE LA PINE 2045 COMPREHENSIVE PLAN UPDATE.

- 1. **Infrastructure and Traffic Management:** Invest in infrastructure improvements to address concerns about increased traffic, ensuring that the town's roads and services can accommodate growth without sacrificing the quality of life for residents. Focus on developing efficient transportation solutions, including potential road expansions, traffic controls, and pedestrian-friendly pathways.
- 2. **Preservation of Small-Town Feel:** Balance growth with the preservation of La Pine's small-town charm, history, and natural beauty. Develop and implement strategies to preserve the small-town charm of La Pine while accommodating necessary growth. This may involve architectural guidelines, maintaining green spaces, and supporting local businesses that contribute to the town's unique character.
- 3. **Economic Development:** Attract a diverse range of businesses, with a focus on affordable grocery stores and restaurants, both local enterprises, and larger chains, to meet the community's needs. Develop incentives to attract industrial and commercial uses.
- 4. **Balanced Growth Strategies:** Develop and implement growth strategies that prioritize economic development while preserving La Pine's small-town feel and community values, striking a balance between progress and maintaining the unique character of the town. Strive for managed and balanced growth that considers the needs of the community, ensuring that new developments enhance the town without overwhelming existing infrastructure.
- 5. **Enhanced Community Services:** Enhance community services, including affordable childcare options, improved healthcare facilities, and recreational opportunities for residents of all ages. Prioritize the development of communal spaces, parks, and facilities that foster a sense of community.

*Cathi Van Damme*  
Cathi Van Damme, Council President

*4/10/24*  
Date



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 10, 2024

SUBJECT: Consideration of a request to extend the written record period for the Last Ranch, LLC, Plan Amendment & Zone Change Request

RECOMMENDED MOTION:

Move approval of Order No. 2024-027 extending the written record period.

BACKGROUND AND POLICY IMPLICATIONS:

On June 12, 2024, the Board held a public hearing for a Comprehensive Plan Amendment and Zone Change request for properties located at the northeast corner of the Deschutes Junction Highway 97 overpass. The proposed Comprehensive Plan Amendment would change the designation of the subject properties from Agricultural to Rural Industrial and the corresponding Zone Change would rezone the subject properties from Exclusive Farm Use to Rural Industrial.

At the conclusion of the hearing, the Board established a written record period that closes on July 10, 2024, at 4PM. However, on July 2, 2024, the applicant requested the written record period be extended to allow the submission of additional materials related to compliance with Statewide Planning Goal 5 and the associated Economic, Social, Environmental, and Energy analysis.

The applicant has requested the written record period be extended as follows:

- New Evidence & Testimony -New Deadline: July 17, 2024, at 4PM
Rebuttal Evidence & Testimony - New Deadline: August 7, 2024, at 4PM
Applicant Final Argument - New Deadline: August 21, 2024, at 4PM

BUDGET IMPACTS:

None

ATTENDANCE:

- Caroline House, Senior Planner
Anthony Raguine, Principal Planner
Stephanie Marshall, Senior Assistant Legal Counsel

REVIEWED  

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LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Extending the Post-Hearing Open \*  
Record Period for File Nos. 47-22-000574- \* ORDER NO. 2024-027  
PA & 247-22-000573-ZC \*

WHEREAS, the Board of County Commissioners ("Board") is the hearings body for a quasi-judicial Plan Amendment and Zone Change request (ref. File Nos. 247-22-000574-PA & 247-22-000573-ZC) pursuant to Deschutes County Code ("DCC") Chapter 22.28; and

WHEREAS, DCC 22.24.140(B) allows the Board to leave the record open; and

WHEREAS, the Board finds it is necessary to leave the record open to afford all parties sufficient time to respond to the issues raised; now, therefore,

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, HEREBY ORDERS as follows:

Section 1. The record be left open to accept new evidence and testimony until July 17, 2024, at 4PM pursuant to DCC 22.24.140(B).

Section 2. The record be left open to accept rebuttal evidence and testimony until August 7, 2024, at 4PM pursuant to DCC 22.24.140(B).

Section 3. The record be left open to accept the Applicant's final legal argument until August 21, 2024, at 4PM pursuant to DCC 22.24.140(B)

Section 4. Staff shall give written notice to the parties that the record is being left open as established in this Order.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
PATTI ADAIR, Chair

ATTEST:

\_\_\_\_\_  
ANTHONY DEBONE, Vice Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner

**Caroline House**

---

**From:** Carrie Richter <crichter@batemanseidel.com>  
**Sent:** Tuesday, July 2, 2024 10:51 AM  
**To:** Caroline House  
**Cc:** Stephanie Marshall; Pat Kliewer  
**Subject:** Last Ranch LLC request to adopt a new open record schedule  
**Attachments:** Ltr re Open Record timing (002).pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

[EXTERNAL EMAIL]

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Good Morning,

Attached to this email, please find a letter from the applicant Last Ranch LLC requesting that the Board revise schedule for allowing for additional written materials.

Thank you,  
Carrie

**Carrie Richter**  
**Bateman◇Seidel**  
**Bateman Seidel Miner Blomgren Chellis & Gram, P.C.**  
1000 SW Broadway, Suite 1910  
Portland, OR 97205  
(503) 972-9903 (direct phone)  
(503) 972-9904 (direct fax)  
[crichter@batemanseidel.com](mailto:crichter@batemanseidel.com)

This e-mail is for the sole use of the intended recipient(s). It contains information that is confidential and/or legally privileged. If you believe that it has been sent to you in error, please notify the sender by reply e-mail and delete the message. Any disclosure, copying, distribution or use of this information by someone other than the intended recipient is prohibited.

**Bateman** | **Seidel**

Carrie A. Richter  
[crichter@batemanseidel.com](mailto:crichter@batemanseidel.com)  
[www.batemanseidel.com](http://www.batemanseidel.com)  
Telephone DID: 503.972.9903  
Fax DID: 503.972.9904

July 2, 2024

Deschutes County Board of County Commissioners  
c/o Caroline House  
Deschutes County Development Department  
Bend, OR 97703

Re: File No. 247-22-000573-ZC / 247-22-000574-PA  
Last Ranch LLC

Dear Commissioners:

This firm represents the Applicant Last Ranch LLC in the above-referenced appeal. As the Board is aware, amending the comprehensive plan and zoning code to Rural Industrial (RI) requires completion of an ESEE analysis to satisfy Statewide Land Use Goal 5. At the hearing for the first time, the Applicant learned that County staff had concerns about the scope of the ESEE analysis that was submitted for LBNW that the Applicant believed could be relied on here as well. Since that hearing, the Applicant has been working on amending that ESEE to address the identified shortcomings but has been unable to complete this work within the open record deadlines identified by the Board. A comprehensive ESEE includes many moving parts and the Applicant wants to provide the Board with a full picture of all of the consequences resulting from this request.

For this reason, the Applicant respectfully requests that the Board amend the post hearing open record deadlines to provide that all parties have until July 17 to provide additional evidence and argument in writing. All parties be given until August 7 to provide materials in response to the earlier submittals and that the Applicant be given until August 21 to file its final written argument.

Thank you for your thoughtful consideration of this request.

Sincerely,



Carrie A. Richter

CAR:kms  
cc: Client



**Caroline House**

---

**From:** Carol Macbeth <carol@colw.org>  
**Sent:** Wednesday, July 3, 2024 2:51 PM  
**To:** Caroline House  
**Cc:** William Groves; Peter Gutowsky  
**Subject:** Re: LandWatch 247-22-000573-ZC, 247-22-000574-PA

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

[EXTERNAL EMAIL]

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Caroline,  
LandWatch strongly objects to an extension of the written record period by even a single day and requests a swift rejection of the July 2, 2024 letter from the applicant that LandWatch was only informed of this morning in the email responding to our final record submission.

LandWatch relied in good faith on the Board of Commissioners' decision setting a 14-7-7 record period, a record period the Board of Commissioners extended beyond the normal 7-7-7 for the applicant's benefit. All participants have been aware of the schedule for *three weeks*, since June 12, 2024.

The request is dated July 2, 2024, yesterday, but LandWatch received no notice of the request. As a result LandWatch has been held to one schedule, while the applicant requests another schedule for its own benefit. LandWatch followed the schedule in good faith, relying on the Board of County Commissioners' decision and complying with it by meeting the deadline imposed on all parties of today, July 3, 2024, as the final day for rebuttal materials, and the last day LandWatch could place anything in the record.

Both parties have known for three weeks that as of yesterday, there was only a single day to put any new materials in the record, and only then in rebuttal.

It is too late for such a request to be granted in fairness. LandWatch would have had no objection to an extended schedule if it had been proposed at the outset. But the effect of such a request being submitted now, at the last minute for new material *in rebuttal*, means LandWatch was held to one schedule, while the applicant requests for itself an extended rebuttal period, an advantage denied to LandWatch. LandWatch has already been held to the schedule, and has complied with the deadline set for LandWatch's last submission. LandWatch met its obligations in deference to the Board of Commissioner's decision on June 12, 2024, and requires no more time for any purpose.

Unless the record closes for rebuttal today with final argument held to the July 10th deadline, then instead of the 21 days the applicant and LandWatch were equally granted to submit new or rebuttal materials into the record, and instead of the seven days the applicant was granted to prepare final argument according to the schedule all parties have been aware of *for three weeks*, this request would allow the applicant until *August 7th* for its rebuttal, *five weeks* beyond the time given for rebuttal to LandWatch, and would allow the applicant seven weeks, almost *two months*, to review and respond to LandWatch's final materials, instead of the one week set by the Board three weeks ago.

The Board of Commissioner's should not reward the applicant who did not request an extended schedule on June 12th, June 13th, June 14th, June 15th, or any earlier date, but waited until July 2d, when LandWatch, acting in good faith, had already finished preparing its materials for submission on July 3, 2024, and then did submit them.

LandWatch objects to the Board of Commissioners even entertaining this request. The letter request itself should be rejected as it is not rebuttal material, given that the Board of Commissioners already acted in open hearing, on the record, and declared that June 26, 2024, was the last day for new materials.

Pursuant to ORS 197.835(9)(a)(B), LUBA shall reverse or remand a land use decision if the local government "failed to follow the procedures applicable to the matter before it in a manner that prejudiced the substantial rights of the petitioner."

Even the entertainment of a request to change the schedule of submissions only for the applicant will mean one schedule was imposed on LandWatch and another on the applicant, *after* LandWatch had already complied with the schedule as set in open hearing, three weeks ago, on the record.

The record for new materials like the request letter closed on June 26, 2024. The request letter should have been rejected by the staff upon receipt. The staff was already instructed by the Board of Commissioners, three weeks ago, that it was the Board's decision that the record would be closed for new materials after 4 PM on June 26, 2024. The letter was not received until almost a later. The staff needs no further instruction from the Board about how to act when new materials are submitted, not in rebuttal, after June 26, 2024. The Board already told staff, and the parties, and the public, on the record, what materials the staff could accept at what time.

The request is significantly prejudicial to LandWatch's substantial rights to a fair process. Any decision the County reaches subsequent to this impairment of LandWatch's substantial rights is subject to remand or reversal pursuant to ORS 197.835(9)(a)(B).

Thank you for your attention to these views.

Best regards,  
Carol Macbeth

Le mer. 3 juil. 2024 à 11:33, Caroline House <[Caroline.House@deschutes.org](mailto:Caroline.House@deschutes.org)> a écrit :

Hi Carol,

The attached materials have been received and will be uploaded to the record by the end of the day. Please note the Applicant has requested an extension of the written record period and the Board will make a decision at their regularly scheduled Wednesday meeting next week. You can review the Applicant's request for an extension of the written record period in the document section under the "BOCC Hearing - Rebuttal Testimony" heading [here](#).

Thanks,



**Caroline House | Senior Planner**  
Deschutes County Community Development  
117 NW Lafayette Ave | Bend, Oregon 97703  
Tel: (541) 388-6667 | Mail: PO Box 6005, Bend, OR 97708



*Disclaimer: Please note that the information in this email is an informal statement made in accordance with DCC 22.20.005 and shall not be deemed to constitute final County action effecting a change in the status of a person's property or conferring any rights, including any reliance rights, on any person.*

**Lobby hours:**

Monday - Thursday 9am to 12pm, 1pm to 4pm / Friday 9am to 12pm

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**From:** Carol Macbeth <[carol@colw.org](mailto:carol@colw.org)>  
**Sent:** Wednesday, July 3, 2024 9:12 AM  
**To:** Caroline House <[Caroline.House@deschutes.org](mailto:Caroline.House@deschutes.org)>  
**Subject:** LandWatch 247-22-000573-ZC, 247-22-000574-PA

[EXTERNAL EMAIL]

---

Hi Caroline,

Attached please find LandWatch's rebuttal comments on the above. Please place them in the record and confirm receipt.

Best regards,

Carol Macbeth

--

Carol Macbeth

Staff Attorney

Central Oregon LandWatch

*On the ceded homelands of the Wasq'u (Wasco)*

*and Tana'nma (Warm Springs) people*

--

Carol Macbeth

Staff Attorney

Central Oregon LandWatch

*On the ceded homelands of the Wasq'u (Wasco)*

*and Tana'nma (Warm Springs) people*



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 10, 2024

**SUBJECT:** Request to add 1.00 Building Safety Inspector I, II or III

**RECOMMENDED MOTION:**  
Move approval of Resolution No. 2024-035.

**BACKGROUND AND POLICY IMPLICATIONS:**  
Community Development requests Board approval to add 1.0 FTE Building Safety Inspector I, II or III in the Building Safety Division to perform field inspections.

Between January 2023 and July 2023, CDD removed four (4.00) unfilled building safety inspector positions to align staffing with lower permitting volumes. Recently, the department learned of multiple Family Medical Leave Act requests which will impact staffing levels. CDD is also experiencing an increase in single family dwelling applications submitted, resulting in a higher number of inspections.

**BUDGET IMPACTS:**  
A building safety field inspector position can be fully funded by building fees and, if necessary, Reserve Fund 301. The fully loaded annual cost is approximately \$125,000. This adjustment will reduce Contingency by \$125,000 and increase Personnel Services by the same amount. CDD estimates a \$30,000 expense for the purchase of a new Ford Escape which will be funded by the Vehicle Reserve Fund.

**ATTENDANCE:**  
Peter Gutowsky – CDD Director  
Sherri Pinner – Senior Management Analyst  
Cam Sparks – Senior Budget & Financial Planning Analyst

REVIEWED  
\_\_\_\_\_  
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,  
OREGON

A Resolution Increasing FTE and Appropriations Within the 2024-25 Deschutes County Budget \* \* \* RESOLUTION NO. 2024-035

WHEREAS, the Community Development department presented to the Board of County Commissioners on 7/10/2024, with regards to a request to add 1.00 regular Building Inspector I, II or III FTE, and

WHEREAS, ORS 294.463 allows the transfer of Contingency within a fund when authorized by resolution of the governing body, and

WHEREAS, it is necessary to reduce Contingency by \$125,000 and increase Program Expense appropriations by the same amount within the Community Development fund, and

WHEREAS, Deschutes County Policy HR-1 requires that the creation of or increase in FTE outside the adopted budget be approved by the Board of County Commissioners; now, therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, as follows:

Section 1. That the following amounts be appropriated in the 2024-25 County Budget:

<u>Community Development Fund</u>	
Program Expense	\$ 125,000
Contingency	<u>(125,000)</u>
<b>Total Community Development</b>	<b><u>\$ 0</u></b>

Section 2. That the Chief Financial Officer make the appropriate entries in the Deschutes County Financial System to show the above appropriations:

Section 3. That the following FTE be added:

<b>Job Class</b>	<b>Position Number</b>	<b>Type</b>	<b>Effective Hiring Date</b>	<b>FTE</b>
Building Inspector I, II or III	n/a	Regular	7/1/2024	1.00
<b>Total FTE</b>				<b>1.00</b>

Section 4. That the Human Resources Director make the appropriate entries in the Deschutes County FTE Authorized Positions Roster to reflect the above FTE changes.

DATED this \_\_\_\_\_ day of July, 2024.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
PATTI ADAIR, Chair

ATTEST:

\_\_\_\_\_  
ANTHONY DEBONE, Vice-Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner

Deschutes County  
Appropriation of New Grant

REVENUE

Item	Line Number	Project Code	Segment 2	Org	Object	Description	Current Budgeted Amount	To (From)	Revised Budget
<b>TOTAL</b>							-	-	-

APPROPRIATION

Item	Line Number	Project Code	Segment 2	Org	Object	Category (Pers, M&S, Cap Out, Contingency)	Description (Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
				2952150	410101	Personnel	Salary	1,141,516	73,500	1,215,016
				2952150	420301	Personnel	Taxes	93,801	5,600	99,401
				2952150	420101	Personnel	Health Insurance	287,389	27,300	314,689
				2952150	420201	Personnel	PERS	282,958	17,600	300,558
				2952150	420601	Personnel	Life Insurance	4,834	100	4,934
				2952150	420601	Personnel	Long-Term Disability	4,834	200	5,034
				2952150	420501	Personnel	Unemployment	3,525	300	3,825
				2952150	420401	Personnel	Worker Benefit Fund	16,986	100	17,086
				2952150	420801	Personnel	Paid Family Leave	4,880	300	5,180
				2950150	501971	Contingency	Contingency	1,040,985	(125,000)	915,985
<b>TOTAL</b>								<b>2,881,708</b>	-	<b>2,881,708</b>

Move \$125K from Contingency to Personnel for a 1.00 Building Inspector FTE

Fund: 295  
 Dept: CDD  
 Requested by: Sherri Pinner  
 Date: 7/10/2024





# BOARD OF COMMISSIONERS

## AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 10, 2024

**SUBJECT:** Oregon Health Authority grant agreement #180009--11 for Public Health

**RECOMMENDED MOTION:**

Move approval of Chair signature of document #2024-554, an Oregon Health Authority agreement #180009-11.

**BACKGROUND AND POLICY IMPLICATIONS:**

Oregon Health Authority intergovernmental agreement (IGA) #180009-11 amends and restates the previous IGA to outline program descriptions and reporting requirements for Deschutes County as the Local Public Health Authority. The agreement further provides for \$4,508,181 of funding for FY 2025.

The individual public health program elements (PE) represented in the IGA include disease prevention services, Maternal, Child and Adolescent Health (MCAH) services, School-Based Health Centers, the Women, Infants and Children (WIC) program, Public Health Emergency Preparedness and Response Program, the Safe Drinking Water Program, tobacco, alcohol, and drug prevention services, family planning, and public health modernization. Each PE has a set of program descriptions, operational and reporting requirements.

The amended IGA provides funding for FY 2025 in the amount of \$4,508,181, of which \$222,328 is one-time funding for PE 43-01. The amendment also changes the Program Element (PE) numbers as follows:

- PE 63, Maternal and Child Health LPHA Family Connects Oregon, formally PE 42-13
- PE 79, Medical Reserve Corps (MRC), formally PE 12-04

Additional funding anticipated in future amendments includes the following:

- \$1,046,508 for PEs which did not receive any funding through this amendment: Ryan White Programs HIV/AIDS Services, PE 08-01 Case Management, 08-02 Support Services, 08-03 Oral Health, PE 12-01 Public Health Emergency Preparedness and Response, 42-03 and 42-06 MCAH Title XIX, 43-05 OIP Bridge COVID, 44-01 SBHC, 46-05 Reproductive Health, and PE 51-05, CDC PH Infrastructure Funding.
- \$1,024,985 additional funding for PEs which received partial funding through this amendment.

- \$364,508 of estimated carry forward funding for PE 51-05 CDC PH Infrastructure Funding, as well as PE 01-09 COVID 19 Monitoring, PE 01-10 OPI-CARES Immunization and Vaccines for Children neither of which will receive new funding.

\$193,532 has been awarded to PEs more than the amount projected in the FY 25 budget. When adjusted for anticipated future awards, FY 2025 funding is \$6,750,650, a decrease of \$696,762 (9.4%) from FY 24. The main reason for the decrease year-over-year is due to diminishing carryover from COVID-19 funding.

**BUDGET IMPACTS:**

\$4,508,181 revenue for the term July 1, 2024 – June 30, 2025.

**ATTENDANCE:**

Heather Kaisner, Public Health Director  
Cheryl Smallman, Health Services Business Officer

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice), or 503-378-3523 (TTY) to arrange for the alternative format.

## **AGREEMENT #180009-11**

### **AMENDED & RESTATED 2023-2025 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

This Amended and Restated 2023-2025 Intergovernmental Agreement (this “Agreement”) fully amends and restates 2023-2025 Intergovernmental Agreement, originally adopted effective July 1, 2023 (as it may have been modified, the “Original Agreement”) between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Deschutes County, the Local Public Health Authority for Deschutes County (“LPHA”).

This Agreement does not affect the terms and conditions for Work under the Original Agreement prior to the effective date of this Agreement.

#### **RECITALS**

WHEREAS, the first fiscal year of the Financial Assistance Award will expire June 30, 2024, OHA issues this Agreement in order to amend the Original Agreement to provide the second fiscal year (July 1, 2024 through June 30, 2025) Financial Assistance Award (as provided in Exhibit C), provide the awarded Program Elements (as provided in Exhibit B), and update the funding amounts in the Information Required by 2 CFR Subtitle B (Exhibit J);

WHEREAS, ORS 431.110, 431.115 and 431.413 authorize OHA and LPHA to collaborate and cooperate in providing for basic public health services in the state, and in maintaining and improving public health services through county or district administered public health programs;

WHEREAS, ORS 431.250 and 431.380 authorize OHA to receive and disburse funds made available for public health purposes;

WHEREAS, LPHA has established and proposes, during the term of this Agreement, to operate or contract for the operation of public health programs in accordance with the policies, procedures, and administrative rules of OHA;

WHEREAS, LPHA has requested financial assistance from OHA to operate or contract for the operation of LPHA’s public health programs;

WHEREAS, if OHA is acquiring services for the purpose of responding to a state of emergency or pursuant to a Major Disaster Declaration from FEMA. OHA intends to request reimbursement from FEMA for all allowable costs;

WHEREAS, OHA is willing, upon the terms and conditions of this Agreement, to provide financial assistance to LPHA to operate or contract for the operation of LPHA’s public health programs; and

WHEREAS, nothing in this Agreement shall limit the authority of OHA to enforce public health laws and rules in accordance with ORS 431.170 whenever LPHA administrator fails to administer or enforce ORS 431.001 to 431.550 and 431.990 and any other public health law or rule of this state.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## AGREEMENT

- 1. Effective Date and Duration.** This Agreement shall become effective on **July 1, 2024**, regardless of the date of signature. Unless terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2025**.
- 2. Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

[Exhibit A Definitions](#)

[Exhibit B Program Element Descriptions](#)

[Exhibit C Financial Assistance Award and Revenue and Expenditure Reporting Forms](#)

[Exhibit D Special Terms and Conditions](#)

[Exhibit E General Terms and Conditions](#)

[Exhibit F Standard Terms and Conditions](#)

[Exhibit G Required Federal Terms and Conditions](#)

[Exhibit H Required Subcontract Provisions](#)

[Exhibit I Subcontractor Insurance Requirements](#)

[Exhibit J Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200](#)

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibit G, Exhibit A, Exhibit C, Exhibit D, Exhibit B, Exhibit F, Exhibit E, Exhibit H, Exhibit I, and Exhibit J.

**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**3. SIGNATURES.**

**STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY**

Signature: \_\_\_\_\_

Name: /for/ Nadia A. Davidson

Title: Director of Finance

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

**DESCHUTES COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

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

Name: \_\_\_\_\_

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

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

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Agreement form group-approved by Lisa Gramp, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on April 22, 2024, copy of email approval in Agreement file.*

**REVIEWED BY:**

**OHA PUBLIC HEALTH ADMINISTRATION**

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

Name: Rolonda Widenmeyer (or designee)

Title: Program Support Manager

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

## EXHIBIT A DEFINITIONS

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases are defined in the Program Element Descriptions. When a word or phrase is defined in a particular Program Element Description, the word or phrase shall not have the ascribed meaning in any part of this Agreement other than the particular Program Element Description in which it is defined.

1. **“Agreement”** means this 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services.
2. **“Agreement Settlement”** means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA disbursed to LPHA with amounts that OHA is obligated to pay to LPHA under this Agreement from the Financial Assistance Award, based on allowable expenditures as properly reported to OHA in accordance with this Agreement. OHA reconciles disbursements and payments on an individual Program Element basis.
3. **“Allowable Costs”** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Program Element Descriptions, the Special Terms and Conditions, the Financial Assistance Award, or otherwise.
4. **“Assistance Listing #”** means the unique number assigned to identify a Federal Assistance Listing, formerly known as the Catalog of Federal Domestic Assistance (CFDA) number.
5. **“Claims”** has the meaning set forth in Section 1 of Exhibit F.
6. **“Conference of Local Health Officials” or “CLHO”** means the Conference of Local Health Officials created by ORS 431.330.
7. **“Contractor” or “Sub-Recipient”** are terms which pertain to the accounting and administration of federal funds awarded under this Agreement. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, OHA has determined that LPHA is a Sub-Recipient of federal funds and a Contractor of federal funds as further identified in Section 18 “Program Element” below.
8. **“Federal Funds”** means all funds paid to LPHA under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.
9. **“Financial Assistance Award” or “FAA”** means the description of financial assistance set forth in Exhibit C, “Financial Assistance Award,” attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time.
10. **“Grant Appeals Board”** has the meaning set forth in Exhibit E. Section 1.c.(3) (b) ii.A.
11. **“HIPAA Related”** means the requirements in Exhibit D, Section 2 “HIPAA Compliance” applied to a specific Program Element.
12. **“LPHA”** has the meaning set forth in ORS 431.003.
13. **“LPHA Client”** means, with respect to a particular Program Element service, any individual who is receiving that Program Element service from or through LPHA.
14. **“Medicaid”** means federal funds received by OHA under Title XIX of the Social Security Act and Children’s Health Insurance Program (CHIP) funds administered jointly with Title XIX funds as part of the state medical assistance program by OHA.

15. **“Misexpenditure”** means funds, other than an Overexpenditure, disbursed to LPHA by OHA under this Agreement and expended by LPHA that is:
  - a. Identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars, 2 CFR Subtitle B with guidance at 2 CFR Part 200, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
  - b. Identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation any funds expended by LPHA, contrary to applicable statutes, rules, OMB Circulars, 2 CFR Subtitle B with guidance at 2 CFR Part 200, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds; or
  - c. Identified by the State of Oregon or OHA as expended on the delivery of a Program Element service that did not meet the standards and requirements of this Agreement with respect to that service.
16. **“Oregon Health Authority” or “OHA”** means the Oregon Health Authority of the State of Oregon.
17. **“Overexpenditure”** means funds disbursed to LPHA by OHA under this Agreement and expended by LPHA under this Agreement that is identified by the State of Oregon or OHA, through Agreement Settlement, as being in excess of the funds LPHA is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Program Elements or in Exhibit D, “Special Terms and Conditions.”
18. **“Program Element”** means any one of the following services or group of related services as described in Exhibit B “Program Element Descriptions”, in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement.

**2023-2025 PROGRAM ELEMENTS (PE)**

<u>PE NUMBER/SUB-ELEMENTS AND TITLE</u>	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>ASSIST- ANCE LISTING #</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB- RECIPIENT (Y/N)</u>
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**PE 01 – State Support for Public Health**

<b><u>PE 01-01</u></b> State Support for Public Health (SSPH)	GF	N/A	N/A	N	N
<b><u>PE 01-07</u></b> ELC ED Contact Tracing	FF	CDC/Epidemiology and Laboratory Capacity	93.323	N	Y
<b><u>PE 01-08</u></b> COVID Wrap Direct Client Services	FF	CDC/Epidemiology and Laboratory Capacity	93.323	N	Y
<b><u>PE 01-09</u></b> COVID-19 Active Monitoring - ELC	FF	CDC/Epidemiology and Laboratory Capacity	93.323	N	Y
<b><u>PE 01-10</u></b> OIP - CARES	FF	CDC/Immunization and Vaccines for Children	93.268	N	Y
<b><u>PE 01-12</u></b> ACDP Infection Prevention Training	FF	CDC/Epidemiology & Laboratory Capacity	93.323	N	Y

<u>PE NUMBER/SUB-ELEMENTS AND TITLE</u>	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>ASSIST- ANCE LISTING #</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB- RECIPIENT (Y/N)</u>
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**PE 03 – Tuberculosis Case Management**

<b><u>PE 03</u></b> Tuberculosis Case Management	N/A	N/A	N/A	N	N
<b><u>PE 03-02</u></b> Tuberculosis Case Management	FF	Tuberculosis Control & Elimination	93.116	N	Y

**PE 07 – HIV Prevention Services**

<b><u>PE 07</u></b> HIV Prevention Services	FF	CDC/HIV Prevention Activities, Health Department Based	93.940	N	Y
	GF	N/A	N/A	N	N

**PE 10 – Sexually Transmitted Disease (STD)**

<b><u>PE 10</u></b> Sexually Transmitted Disease (STD)	N/A	N/A	N/A	N	N
<b><u>PE 10-02</u></b> Sexually Transmitted Disease (STD)	FF	CDC/Preventive Health Services - Sexually Transmitted Diseases Control Grants	93.977	N	Y

**PE 13 – Tobacco Prevention and Education Program (TPEP)**

<b><u>PE 13-01</u></b> Tobacco Prevention and Education Program (TPEP)	GF	N/A	N/A	N	N
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**PE 36 – Alcohol Drug Prevention Education Program**

<b><u>PE 36</u></b> Alcohol and Drug Prevention Education Program	FF	SAMHSA/ Substance Abuse Prevention & Treatment Block Grant	93.959	N	Y
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**PE 40 – Special Supplemental Nutrition Program for Women, Infants & Children**

<b><u>PE 40-01</u></b> WIC NSA: July-September	FF	USDA/Special Supplemental Nutrition Program for Women, Infants & Children	10.557	N	Y
<b><u>PE 40-02</u></b> WIC NSA: October-June	FF	USDA/Special Supplemental Nutrition Program for Women, Infants & Children	10.557	N	Y
<b><u>PE 40-03</u></b> BFPC: July-September	FF	WIC Breastfeeding Peer Counseling Grant	10.557	N	Y
<b><u>PE 40-04</u></b> BFPC: October-June	FF	WIC Breastfeeding Peer Counseling Grant	10.557	N	Y
<b><u>PE40-05</u></b> Farmer's Market	GF	N/A	N/A	N	N



<u>PE NUMBER/SUB-ELEMENTS AND TITLE</u>	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>ASSIST- ANCE LISTING #</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB- RECIPIENT (Y/N)</u>
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**PE 42 Maternal, Child and Adolescent Health (MCAH) Services**

<b><u>PE 42-03</u></b> Perinatal General Funds & Title XIX	FF/GF	Title XIX Medicaid Admin/Medical Assistance Program	93.778	N	N
<b><u>PE 42-04</u></b> Babies First! General Funds	GF	N/A	N/A	N	N
<b><u>PE 42-06</u></b> General Funds & Title XIX	FF/GF	Title XIX Medicaid Admin/Medical Assistance Program	93.778	N	N
<b><u>PE 42-11</u></b> Title V	FF	HRSA/Maternal & Child Health Block Grants	93.994	N	Y
<b><u>PE 42-12</u></b> Oregon Mothers Care Title V	FF	HRSA/Maternal & Child Health Block Grants	93.994	Y	Y
<b><u>PE 42-13</u></b> Family Connects Oregon	GF	N/A	N/A	N	N

**PE 43 – Immunization Services**

<b><u>PE 43-01</u></b> Immunization Services	FF	CDC/Immunization Cooperative Agreements	93.268	N	Y
<b><u>PE 43-05</u></b> OIP Bridge COVID	FF	CDC/Immunization and Vaccines for Children	93.268	N	Y
<b><u>PE 43-06</u></b> CARES Flu	FF	CDC/Immunization and Vaccines for Children	93.268	N	Y
<b><u>PE 43-07</u></b> School Law	GF	N/A	N/A	N	N
<b><u>PE 43-08</u></b> Immunization Services for Populations Displaced from Ukraine	FF	HHA/CDC/CDC-RFA-IP19-1901 Immunization and Vaccines for Children	93.268	N	N

**PE 44 – School-Based Health Centers (SBHC)**

<b><u>PE 44-01</u></b> SBHC Base	GF	N/A	N/A	N	N
<b><u>PE 44-02</u></b> SBHC Mental Health Expansion	OF	N/A	N/A	N	N
<b><u>PE 44-03</u></b> COVID COAG Funds	FF	CDC/Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	N	Y
<b><u>PE 44-04</u></b> SBHC Telehealth Program	GF	N/A	N/A	N	N

**PE 50 Safe Drinking Water Program**

<b><u>PE 50</u></b> Safe Drinking Water (SDW) Program	FF	EPA/State Public Water System Supervision	66.432	N	N
	FF	EPA/ Capitalization Grants for Drinking Water State Revolving Funds	66.468	N	N
	GF	N/A	N/A	N/A	N/A

<u>PE NUMBER/SUB-ELEMENTS AND TITLE</u>	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>ASSIST- ANCE LISTING #</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB- RECIPIENT (Y/N)</u>
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**PE 51 – Public Health Modernization: Leadership, Governance and Program Implementation**

<b><u>PE 51-01</u></b> Leadership, Governance & Program Implementation	GF	N/A	N/A	N	N
<b><u>PE 51-02</u></b> Regional Partnership Implementation	GF	N/A	N/A	N	N
<b><u>PE 51-03</u></b> ARPA WF Funding	FF	CDC/Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	N	Y
<b><u>PE 51-04</u></b> Modernization Special Projects	FF	CDC/Preventive Health and Health Services Block Grant	93.991	N	Y
<b><u>PE 51-05</u></b> CDC PH Infrastructure Funding	FF	CDC’s Collaboration with Academia to Strengthen Public Health	93.967	N	Y

**PE 63 – MCAH LPHA Community Leads Organizations**

<b><u>PE 63</u></b> Maternal and Child Health LPHA Family Connects Oregon Community Lead	GF	N/A	N/A	Y	N
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**PE73-HIV Early Intervention**

<b><u>PE 73</u></b> HIV Early Intervention	GF	N/A	N/A	N	N
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**PE78-Administration of CBO Public Health Equity Funds**

<b><u>PE79</u></b> -MRC-STTRONG	FF	Medical Reserve Corps Small Grant Program	93.008	N	N
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**Fund Types:**

**GF** means State General Fund dollars.

**OF** means Other Fund dollars.

**FF** means Federal Funds.

19. **“Program Element Description”** means a description of the services required under this Agreement, as set forth in Exhibit B.
20. **“Subcontract”** has the meaning set forth in Exhibit E “General Terms and Conditions,” Section 3.
21. **“Subcontractor”** has the meaning set forth in Exhibit E “General Terms and Conditions,” Section 3. As used in a Program Element Description and elsewhere in this Agreement where the context requires, Subcontractor also includes LPHA if LPHA provides services described in the Program Element directly.
22. **“Underexpenditure”** means money disbursed to LPHA by OHA under this Agreement that remains unexpended by LPHA at Agreement termination.

**EXHIBIT B  
PROGRAM ELEMENT DESCRIPTIONS**

**Program Element #01: State Support for Public Health (SSPH)**

**OHA Program Responsible for Program Element:**

Public Health Division/Office of the State Public Health Director

**1. Description.**

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to operate a Communicable Disease control program in LPHA’s service area that includes the following components: (a) epidemiological investigations that report, monitor and control Communicable Disease, (b) diagnostic and consultative Communicable Disease services, (c) early detection, education, and prevention activities to reduce the morbidity and mortality of reportable Communicable Diseases, (d) appropriate immunizations for human and animal target populations to control and reduce the incidence of Communicable Diseases, and (e) collection and analysis of Communicable Disease and other health hazard data for program planning and management.

Communicable Diseases affect the health of individuals and communities throughout Oregon. Inequities exist for populations that are at greatest risk, while emerging Communicable Diseases pose new threats to everyone. The vision of the foundational Communicable Disease Control program is to ensure that everyone in Oregon is protected from Communicable Disease threats through Communicable Disease and Outbreak reporting, investigation, and application of public health control measures such as isolation, post-exposure prophylaxis, education, or other measures as warranted by investigative findings. The work in this Program Element is also in furtherance of the Oregon Health Authority’s strategic goal of eliminating health inequities by 2030.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

**2. Definitions Specific to State Support for Public Health**

- a. **Case:** A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition as described in OAR 333-018-0015 and 333-018-0900, or whose illness meets defining criteria published in the OHA’s Investigative Guidelines.
- b. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted to and cause illness in a human being.
- c. **Outbreak:** A significant or notable increase in the number of Cases of a disease or other condition of public health importance (ORS 431A.005).
- d. **Reportable Disease:** Any of the diseases or conditions specified in OAR 333-018-0015 and OAR 333-018-0900.

**3. Alignment with Modernization Foundational Programs and Foundational Capabilities.**

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at [https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

**a. Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i> <i>X = Other applicable foundational programs</i>						<i>X = Foundational capabilities that align with each component</i>						
<b>Epidemiological investigations that report, monitor and control Communicable Disease (CD).</b>	*						X		X			X
<b>Diagnostic and consultative CD services.</b>	*								X			
<b>Early detection, education, and prevention activities.</b>	*						X	X	X		X	
<b>Appropriate immunizations for human and animal target populations to reduce the incidence of CD.</b>	*			X			X					
<b>Collection and analysis of CD and other health hazard data for program planning and management.</b>	*						X		X	X		X

**b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metrics:**

- Rate of congenital syphilis
- Rate of any stage syphilis among people who can become pregnant
- Rate of primary and secondary syphilis
- Two-year old vaccination rates
- Adult influenza vaccination rates for ages 65+

**c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measures:**

- Priority Area: Reduce the spread of syphilis and prevent congenital syphilis
  - Percent of congenital cases of syphilis averted
  - Percent of cases interviewed
  - Percent completion of Centers for Disease Control and Prevention Core variables
  - Percent of cases treated with appropriate regimen within 14 days
- Priority Area: Protect people from preventable diseases by increasing vaccination rates
  - Demonstrated use of data to identify population(s) of focus
  - Demonstrated actions to improve access to influenza vaccination for residents of long-term care facilities
  - Demonstrated actions with health care providers or pharmacists to improve access to vaccination
  - Increase in the percent of health care providers participating in the Immunization Quality Improvement Program (IQIP)
  - Demonstrated outreach and educational activities conducted with community partners

**4. Procedural and Operational Requirements.**

By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct the following activities in accordance with the indicated procedural and operational requirements:

- a. LPHA must operate its Communicable Disease program in accordance with the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.
- b. LPHA must use all reasonable means to investigate in a timely manner all reports of Reportable Diseases, infections, or conditions. To identify possible sources of infection and to carry out appropriate control measures, the LPHA Administrator shall investigate each report following procedures outlined in OHA’s Guidelines or other procedures approved by OHA. OHA may provide assistance in these investigations, in accordance with OAR 333-019-0000. Investigative guidelines are available at:  
  
<https://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- c. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the Outbreaks of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information in a timely manner regarding the Outbreak to OHA in Orpheus as prescribed in OHA CD Investigative Guidelines available at:  
  
<https://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- d. LPHA must establish and maintain a single telephone number whereby physicians, hospitals, other health care providers, OHA and the public can report Communicable Diseases and Outbreaks to LPHA 24 hours a day, 365 days a year. LPHA may employ an answering service or 911 system, but the ten-digit number must be available to callers from outside the local emergency dispatch area, and LPHA must respond to and investigate reported Communicable Diseases and Outbreaks.

- e. LPHA must attend Communicable Disease 101 and Communicable Disease 303 training.
- f. LPHA must attend monthly Orpheus user group meetings or monthly Orpheus training webinars.
- g. COVID-19 Specific Work**

In cooperation with OHA, the LPHA must collaborate with local and regional partners, including CBOs and tribal partners where available in the jurisdiction, to assure adequate culturally and linguistically responsive COVID-19 -related services are available to the extent resources are available. In addition, to the extent resources are available, the LPHA must assure individuals requiring isolation have basic resources to support a successful isolation period. LPHA must conduct the following activities in accordance with the guidance to be provided by OHA:

**(1) Cultural and linguistic competency and responsiveness.**

LPHA must:

- (a) Partner with CBOs, including culturally-specific organizations where available in the jurisdiction.
- (b) Work with local CBOs including culturally-specific organizations to develop and implement culturally and linguistically responsive approaches to COVID-19 prevention and mitigation of COVID-19 health inequities among populations most impacted by COVID-19, including but not limited to communities of color, tribal communities and people with physical, intellectual and developmental disabilities.
- (c) Work with disproportionately affected communities to ensure COVID-19 related services, including case investigation, social services and wraparound supports are available to eligible individuals, and provided in a culturally and linguistically responsive manner with an emphasis on serving disproportionately impacted communities.
- (d) Ensure the cultural and linguistic needs and accessibility needs for people with disabilities or people facing other institutionalized barriers are addressed in the LPHA’s delivery of social services and wraparound supports.
- (e) Have and follow policies and procedures for meeting community members' language needs relating to both written translation and spoken or American Sign Language (ASL) interpretation.
- (f) Employ or contract with individuals who can provide in-person, phone, and electronic community member access to services in languages and cultures of the primary populations being served based on identified language (including ASL) needs in the County demographic data.
- (g) Ensure language access through telephonic interpretation service for community members whose primary language is other than English, but not a language broadly available, including ASL.
- (h) Provide written information provided by OHA that is culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.
- (i) Provide public health communications (e.g. advertising, social media) that are culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.

- (j) Provide opportunities to participate in OHA trainings to LPHA staff and LPHA contractors that provide social services and wraparound supports; trainings should be focused on long-standing trauma in Tribes, racism and oppression.

**(2) Testing**

LPHA must:

- (a) Work with local and regional partners including health care, communities disproportionately affected by COVID-19 and other partners to assure COVID-19 testing is available to individuals within the LPHA's jurisdiction.
- (b) Work with health care and other partners to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities.

**(3) Case Investigation**

LPHA must:

- (a) Conduct high-risk Case investigations and monitor Outbreaks in accordance with Investigative Guidelines and any OHA-issued surge guidance.
- (b) Enter all high-risk COVID-19 case investigation and outbreaks in Orpheus and Outbreaks database as directed by OHA.
- (c) Collect and enter all components of Race, Ethnicity, Language, and Disability (REALD) data for high-risk cases being interviewed if data are not already entered in Orpheus.
- (d) Ensure all LPHA staff designated to utilize Orpheus are trained in this system. Include in the data whether new high-risk positive Cases are tied to a known existing positive Case or to community spread.

**(4) Isolation.**

As resources allow and within the context of current COVID-19 Investigative Guidelines, LPHA must facilitate efforts, including partnering with community resources to link individuals needing isolation supports such as housing and food. The LPHA will utilize existing resources when possible, such as covered Case management benefits, WIC benefits, etc.

**(5) Social services and wraparound supports.**

LPHA must ensure social services referral and tracking processes are developed and maintained and, to the extent the LPHA has sufficient resources, make available direct services as needed. LPHA must cooperate with CBOs and other community resources to provide referral and follow-up for social services and wraparound supports for affected individuals and communities.

**(6) Tribal Nation support.**

LPHA must ensure alignment of supports for patients and families by coordinating with Federally-recognized tribes if a patient identifies as American Indian/Alaska Native and/or a member of an Oregon Tribe, if the patient gives permission to notify the Tribe.

**(7) Support infection prevention and control for high-risk populations.**

LPHA must:

- (a) Migrant and seasonal farmworker support.** Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for COVID-19 testing, isolation, and social service needs for migrant and seasonal farmworkers.
- (b) Congregate care facilities.** In collaboration with State licensing agency, support infection prevention assessments, COVID-19 testing, infection control, and transmission-based precautions in congregate care facilities.
- (c) Vulnerable populations.** Support COVID-19 testing, infection control, isolation, and social services and wraparound supports for houseless individuals, individuals residing in houseless camps, individuals involved in the carceral system and other vulnerable populations at high risk for COVID-19.

**(8) COVID-19 Vaccine Planning and Distribution.**

As CARES/COVID supplemental funding resources are available, LPHA must:

- (a)** Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to assure culturally and linguistically appropriate access to COVID-19 vaccines in their communities.
- (b)** Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to identify, assess and address gaps in the vaccine delivery system using local data and in collaboration with local advisory boards if present in the jurisdiction. Operate in accordance with federal and OHA guidance, including expanding access through expanded operations and accessibility of operations (e.g., providing vaccinations during evenings, overnight, and on weekends) when needed to ensure access to COVID-19 vaccines.
- (c)** Prioritize vaccine distribution and administration in accordance with federal and OHA guidance.
- (d)** LPHAs that provide COVID-19 vaccine administration must submit vaccine orders, vaccine administration data and VAERS (Vaccine Adverse Event Reporting System) information in accordance with federal and OHA guidance.
- (e)** Plan and implement vaccination activities with organizations as needed to ensure equitable access to COVID-19 vaccines in the jurisdiction. Example organizations include but are not limited to:
  - Colleges and Universities
  - Occupational health settings for large employers
  - Faith-based or religious institutions
  - Federally Qualified Health Centers (FQHCs), including Community Health Centers (CHCs)
  - Pharmacies
  - Long-term care facilities (LTCFs), including independent living facilities, assisted living centers, and nursing homes



- Organizations and businesses that employ critical workforce
  - First responder organizations
  - Non-traditional providers and locations that serve high-risk populations
  - Other partners that serve underserved populations
- (f) Promote COVID-19 and other vaccinations to increase vaccine confidence by culturally specific groups, communities of color, and others and to also increase accessibility for people with disabilities
- (9) **Community education.** LPHA must work with CBOs and other partners to provide culturally and linguistically responsive community outreach and education related to COVID-19.

**5. General Revenue and Expense Reporting.**

LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement.

a. These reports must be submitted to OHA each quarter on the following schedule:

<b>Fiscal Quarter</b>	<b>Due Date</b>
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

b. All funds received under a PE or PE supplement must be included in the quarterly Revenue and Expense reports.

**6. Reporting Requirements.**

Not applicable.

**7. Performance Measures.**

Not applicable.

**Program Element #03: Tuberculosis Services**

**OHA Program Responsible for Program Element:**

Public Health Division/Center for Public Health Practice/HIV, STD and TB Section

**1. Description.**

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Tuberculosis Services.

ORS 433.006 and OAR 333-019-0000 assign responsibility to LPHA for Tuberculosis (“TB”) investigations and implementation of TB control measures within LPHA’s service area. The funds provided for TB Case Management Services (including contact investigation) and B-waiver Follow-Up under the Agreement for this Program Element may only be used as supplemental funds to support LPHA’s TB investigation and control efforts and are not intended to be the sole funding for LPHA’s TB investigation and control program.

Pulmonary tuberculosis is an infectious disease that is airborne. Treatment for TB disease must be provided by Directly Observed Therapy to ensure the patient is cured and prevent drug resistant TB. Screening and treating Contacts stops disease transmission. Tuberculosis prevention and control is a priority in order to protect the population from communicable disease and is included in the State Health Improvement Plan (SHIP). The priority outcome measure is to reduce the incidence of TB disease among U.S. born persons in Oregon to .4 Cases per 100,000 by 2025.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

**2. Definitions Specific to TB Services**

- a. **Active TB Disease:** TB disease in an individual whose immune system has failed to control his or her TB infection and who has become ill with Active TB Disease, as determined in accordance with the Centers for Disease Control and Prevention’s (CDC) laboratory or clinical criteria for Active TB Disease and based on a diagnostic evaluation of the individual.
- b. **Appropriate Therapy:** Current TB treatment regimens recommended by the CDC, the American Thoracic Society, the Academy of Pediatrics, and the Infectious Diseases Society of America.
- c. **Associated Cases:** Additional Cases of TB disease discovered while performing a Contact investigation.
- d. **B-waiver Immigrants:** Immigrants or refugees screened for TB prior to entry to the U.S. and found to have TB disease Latent TB Infection, or an abnormal chest x-ray finding suggestive of TB with negative sputum smears and culture results.
- e. **B-waiver Follow-Up:** B-waiver Follow-Up includes initial attempts by the LPHA to locate the B- waiver immigrant. If located, LPHA proceeds to coordinate or provide TB medical evaluation and treatment as needed. Updates on status are submitted regularly by LPHA using Electronic Disease Network (EDN) or the follow-up worksheet.
- f. **Case:** A Case is an individual, as defined in OAR 333-017-000 who has been diagnosed by a health care provider, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA’s Investigative Guidelines.
- g. **Cohort Review:** A systematic review of the management of patients with TB disease and their Contacts. The “cohort” is a group of TB Cases counted (confirmed as Cases) over 3 months. The Cases are reviewed 6-9 months after being counted to ensure they have completed

treatment or are nearing the end. Details of the management and outcomes of TB Cases are reviewed in a group with the information presented by the case manager.

- h. **Contact:** An individual who was significantly exposed to an infectious Case of Active TB Disease.
- i. **Directly Observed Therapy (DOT):** LPHA staff (or other person appropriately designated by the LPHA) observes an individual with TB disease swallowing each dose of TB medication to assure adequate treatment and prevent the development of drug resistant TB. May be completed in person or by video (VDOT, eDOT) or other technology deemed appropriate by OHA.
- j. **Evaluated (in context of Contact investigation):** A Contact received a complete TB symptom review and tests as described in the definition of Medical Evaluation, below, or in the OHA Tuberculosis Investigative Guidelines.
- k. **Interjurisdictional Transfer:** A Suspected Case, TB Case or Contact transferred for follow-up evaluation and care from another jurisdiction either within or outside of Oregon.
- l. **Investigative Guidelines:** OHA guidelines, which are incorporated herein by this reference are available for review at:  
<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/Tuberculosis/Documents/investigativeguide.pdf>.
- m. **Latent TB Infection (LTBI):** TB infection in a person whose immune system is keeping the TB infection under control. LTBI is also referred to as TB in a dormant stage.
- n. **Medical Evaluation:** A complete medical examination of an individual for TB including a medical history, physical examination, TB skin test or interferon gamma release assay, chest x-ray, and any appropriate molecular, bacteriologic, histologic examinations.
- o. **Suspected Case:** A Suspected Case, as defined in OAR 333-017-0000, is an individual whose illness is thought by a health care provider, to be likely due to a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA’s Investigative Guidelines. This suspicion may be based on signs, symptoms, or laboratory findings.
- p. **TB Case Management Services:** Dynamic and systematic management of a Case of TB where a person, known as a TB Case manager, is assigned responsibility for the management of an individual TB Case to ensure completion of treatment. TB Case Management Services requires a collaborative approach to providing and coordinating health care services for the individual. The Case manager is responsible for ensuring adequate TB treatment, coordinating care as needed, providing patient education and counseling, performing Contact investigations and following infected Contacts through completion of treatment, identifying barriers to care and implementing strategies to remove those barriers.

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.**

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i> <i>X = Other applicable foundational programs</i>					<i>X = Foundational capabilities that align with each component</i>							
<b>TB Case Management Services</b>	*					X	X		X			
<b>TB Contact Investigation and Evaluation</b>	*						X		X			
<b>Participation in TB Cohort Review</b>	*						X					
<b>Evaluation of B-waiver Immigrants</b>	*						X		X			

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Not applicable

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Not applicable

4. **Procedural and Operational Requirements.**

By accepting fee-for-service (FFS) funds to provide TB Case Management Services or B-waiver Follow-Up, LPHA agrees to conduct activities in accordance with the following requirements:

a. LPHA must include the following minimum TB services in its TB investigation and control program if that program is supported in whole or in part with funds provided under this Agreement: TB Case Management Services, as defined above and further described below and in OHA’s Investigative Guidelines.

b. LPHA will receive \$3500 for each new case of Active TB disease counted in Oregon and documented in Orpheus for which the LPHA provides TB Case Management Services. LPHA will receive \$300 for each new B-waiver Follow-Up.

- c. TB Case Management Services.** LPHA's TB Case Management Services must include the following minimum components:
- (1) LPHA must investigate and monitor treatment for each Case and Suspected Case of Active TB Disease identified by or reported to LPHA whose residence is in LPHA's jurisdiction, to confirm the diagnosis of TB and ensure completion of adequate therapy.
  - (2) LPHA must require individuals who reside in LPHA's jurisdiction and who LPHA suspects of having Active TB Disease, to receive appropriate Medical Evaluations and laboratory testing to confirm the diagnosis of TB and response to therapy, through the completion of treatment. LPHA must assist in arranging the laboratory testing and Medical Evaluation, as necessary.
  - (3) LPHA must provide medication for the treatment of TB disease to all individuals who reside in LPHA's jurisdiction and who have TB disease but who do not have the means to purchase TB medications or for whom obtaining or using identified means is a barrier to TB treatment compliance. LPHA must monitor, at least monthly and in person, individuals receiving medication(s) for adherence to treatment guidelines, medication side effects, and clinical response to treatment.
  - (4) DOT (including VDOT or eDOT) is the standard of care for the treatment of TB disease. Cases of TB disease should be treated via DOT. If DOT is not utilized, OHA's TB Program must be consulted.
  - (5) OHA's TB Program must be consulted prior to initiation of any TB treatment regimen which is not recommended by the most current CDC, American Thoracic Society and Infectious Diseases Society of America TB treatment guideline.
  - (6) LPHA may assist the patient in completion of treatment for TB disease by utilizing the below methods. Methods to ensure adherence should be documented.
    - (a) Proposed interventions for assisting the individual to overcome obstacles to treatment adherence (e.g. assistance with transportation).
    - (b) Proposed use of incentives and enablers to encourage the individual's compliance with the treatment plan.
  - (7) With respect to each Case of TB disease within LPHA's jurisdiction that is identified by or reported to LPHA, LPHA must perform a Contact investigation to identify Contacts, Associated Cases and source of infection. The LPHA must evaluate all located Contacts or confirm that all located Contacts were advised of their risk for TB infection and disease.
  - (8) LPHA must offer or advise each located Contact identified with TB infection or disease, or confirm that all located Contacts were offered or advised, to take Appropriate Therapy and must monitor each Contact who starts treatment through the completion of treatment (or discontinuation of treatment).
- d.** If LPHA receives in-kind resources under this Agreement in the form of medications for treating TB, LPHA must use those medications to treat individuals for TB. In the event of a non-TB related emergency (i.e. meningococcal contacts), with notification to TB Program, the LPHA may use these medications to address the emergent situation.
- e.** LPHA must present TB Cases through participation in the quarterly Cohort Review. If the LPHA is unable to present the Case at the designated time, other arrangements must be made in collaboration with OHA.
- f.** LPHA must accept B-waiver Immigrants and Interjurisdictional Transfers for Medical Evaluation and follow-up, as appropriate for LPHA capabilities.
- g.** If LPHA contracts with another person to provide the services required under this Program Element, the in-kind resources in the form of medications received by LPHA from OHA must be

provided, free of charge, to the contractor for the purposes set out in this Program Element and the contractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the contractor. The LPHA must document the medications provided to a contractor under this Program Element.

**5. General Revenue and Expense Reporting.**

In lieu of the LPHA completing an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement, OHA-PHD will send a pre-populated invoice to the LPHA for review and signature on or before the 5<sup>th</sup> business day of the month following the end of the first, second, third and fourth fiscal year quarters. The LPHA must submit the signed invoice no later than 30 calendar days after receipt of the invoice from OHA-PHD. The invoice will document the number of new Active TB cases and/or B-waiver Follow-Ups for which the LPHA provided services in the previous quarter. Pending approval of the invoice, OHA- PHD will remit FFS funds to LPHA. Funds under this program element will not be paid in advance or on a 1/12<sup>th</sup> schedule.

**6. Reporting Requirements.**

LPHA must prepare and submit the following reports to OHA:

- a. LPHA must notify OHA’s TB Program of each Case or Suspected Case of Active TB Disease identified by or reported to LPHA no later than 5 business days within receipt of the report (OR – within 5 business days of the initial case report), in accordance with the standards established pursuant to OAR 333-018-0020. In addition, LPHA must, within 5 business days of a status change of a Suspected Case of TB disease previously reported to OHA, notify OHA of the change. A change in status occurs when a Suspected Case is either confirmed to have TB disease or determined not to have TB disease. LPHA must utilize OHA’s ORPHEUS TB case module for this purpose using the case reporting instructions located at [https://www.oregon.gov/oha/PH/DISEASES/CONDITIONS/COMMUNICABLEDISEASE/TUBER\\_CULOSIS/Pages/tools.aspx](https://www.oregon.gov/oha/PH/DISEASES/CONDITIONS/COMMUNICABLEDISEASE/TUBER_CULOSIS/Pages/tools.aspx) . After a Case of TB disease has concluded treatment, case completion information must be entered into the ORPHEUS TB case module within 5 business days of conclusion of treatment.
- b. LPHA must submit data regarding Contact investigations via ORPHEUS or other mechanism deemed acceptable by OHA. Contact investigations are not required for strictly extrapulmonary cases.

**7. Performance Measures.**

If LPHA uses funds provided under this Agreement to support its TB investigation and control program, LPHA must operate its program in a manner designed to achieve the following national TB performance goals:

- a. For patients with newly diagnosed TB disease for whom 12 months or less of treatment is indicated, **95.0% will complete treatment within 12 months.**
- b. For TB patients with positive acid-fast bacillus (AFB) sputum-smear results, **100.0% (of patients) will be interviewed to elicit Contacts.**
- c. For Contacts of sputum AFB smear-positive TB Cases, **94.0% will be evaluated for infection and disease.**
- d. For Contacts of sputum AFB smear-positive TB Cases with newly diagnosed LTBI, **92.0% will start treatment.**
- e. For Contacts of sputum AFB smear-positive TB Cases that have started treatment for newly diagnosed LTBI, **93.0% will complete treatment.**
- f. For TB Cases in patients ages 12 years or older with a pleural or respiratory site of disease, **99% will have a sputum culture result reported.**

**Program Element #07: HIV Prevention Services**

**OHA Program Responsible for Program Element:**

Public Health Division/Center for Public Health Practice/HIV, STD and TB Section

**1. Description.**

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver HIV Prevention Services.

Currently in Oregon there are 220-240 new HIV infections per year. People who know they have HIV are less likely to spread it to others. People who know they have HIV can start life-saving treatment, protecting their health and reducing their risk of passing HIV on to others. There are a variety of prevention tools known to work, including PrEP (pre-exposure prophylaxis), a daily pill to prevent infection. For newly diagnosed people living with HIV, daily treatment, as prescribed, and maintaining an undetectable viral load not only helps maximize their health and the quality of their lives, but also eliminates sexual transmission of the virus. The earlier new infections are detected and treated, and viral suppression obtained, the closer Oregon is to its goal of zero new HIV infections within five years.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

**2. Definitions Specific to HIV Prevention Services.**

- a. **Anonymous HIV Test:** The circumstances by which an individual client’s name and contact information is not disclosed at the time of an HIV test.
- b. **At-Home HIV Test:** Method of testing for HIV in which an individual self-administers a rapid HIV test. Results of the test are known only to the individual and require follow-up with a medical professional in the event of a positive or indeterminate result.
- c. **Confidential HIV Test:** The circumstance by which an individual client’s name and contact information is disclosed at the time of the HIV test but that information and the test results are protected from disclosure other than for those purposes identified in OAR 333-022-0210.
- d. **Comprehensive HIV Prevention Services for Persons Living with HIV (PLWH):** Services for PLWH that promote health and quality of life, and prevent further transmission. These services include linkage to:
  - retention or re-engagement in care and treatment;
  - other medical and social services;
  - risk screening;
  - interventions focusing on treatment adherence, risk reduction or disclosure;
  - interventions for HIV- discordant couples; and
  - referrals to HIV Screening for STDs, hepatitis or TB, ongoing HIV Partner Services (not limited to newly diagnosed persons), and efforts to ensure HIV- positive pregnant women receive the necessary interventions to prevent vertical transmission.
- e. **HIV Outbreak:** The occurrence of an increase in cases of HIV in excess of what would normally be expected in a defined community, geographical area or season, and, by mutual agreement of the LPHA and OHA, exceeds the expected routine capacity of the LPHA to address.
- f. **HIV Screening:** Implementation of a HIV Testing Strategy.

- g. **HIV Testing Strategy:** The approach an entity uses to define a population who will be tested.
- h. **Partner Services:** A systematic approach to notifying sex and needle-sharing partners of HIV-positive persons of their possible exposure to HIV so they can be offered HIV testing and learn their status, or, if already HIV-positive, prevent transmission to others.
- i. **PrEP:** Pre-exposure prophylaxis is a medication when used as prescribed, can greatly reduce the risk of acquiring HIV.
- j. **Program Review Panel:** A panel comprised of community members and established in accordance with CDC guidelines which reviews and approves for appropriateness the HIV prevention informational materials that are distributed in the counties in which LPHA provides HIV prevention services.

**3. Alignment with Modernization Foundational Programs and Foundational Capabilities.**

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

- a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities							
	CD Control	Prevention and Health Promotion	Environmental Health	Population Health	Access to Clinical Preventive Services Direct Services	Leadership and Organizational Competencies	Health Equity and Cultural Responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy and Planning	Communications	Emergency Preparedness and Response	
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>								
<i>X = Other applicable foundational programs</i>													
<b>HIV Testing</b>	X				*	X	X	X	X				
<b>Prevention with Positives/Linkages to Care</b>	X				*				X				
<b>Condom Distribution</b>	*	X						X					
<b>Syringe Services</b>	*	X			X	X	X	X		X			

- b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Not applicable.



- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Not applicable.

#### 4. **Procedural and Operational Requirements.**

By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a. Engage in activities as described in its local program plan, which has been approved by OHA.
- b. Use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. Modification to the local program budget may only be made with OHA approval.
- c. **HIV Prevention Services.** LPHA’s HIV Prevention Program must include the following minimum components:
- (1) Identify persons with HIV infection or uninfected persons at risk for HIV infection as follows:
    - (a) Provide rapid HIV testing for individuals at risk, including those individuals who request HIV Screening, in clinical and non-clinical settings following guidance outlined in “Centers for Disease Control and Prevention Implementing HIV Testing in Nonclinical Settings: A Guide for HIV Testing Providers” which can be found at: [https://www.cdc.gov/hiv/pdf/testing/CDC\\_HIV\\_Implementing\\_HIV\\_Testing\\_in\\_Nonclinical\\_Settings.pdf](https://www.cdc.gov/hiv/pdf/testing/CDC_HIV_Implementing_HIV_Testing_in_Nonclinical_Settings.pdf)
    - (b) Provide HIV testing (either rapid or conventional) for individuals presenting with a bacterial STI, particularly, rectal gonorrhea and/or syphilis. For those individuals presenting for HIV testing, offer other Sexually Transmitted Infection (STI) testing.
    - (c) Offer confirmatory testing via a laboratory or by a second rapid HIV test from a different manufacturer than the first rapid HIV test for individuals with positive rapid HIV test results.
    - (d) Provide referral for medical and supportive services and ensure linkage to these services for individuals who are HIV positive.
    - (e) Use an OHA approved HIV Test Request Form for each testing event funded in whole, or part, by the HIV Prevention Program. The form can be found at: [https://www.oregon.gov/oha/PH/DISEASES/CONDITIONS/HIVSTDVIRALHEPATITIS/HIVPREVENTION/Documents/hivtestprocess/HIVPreventionTestForm\\_HPP.pdf](https://www.oregon.gov/oha/PH/DISEASES/CONDITIONS/HIVSTDVIRALHEPATITIS/HIVPREVENTION/Documents/hivtestprocess/HIVPreventionTestForm_HPP.pdf)
    - (f) Use a Confidential HIV Test for complete data collection. No HIV test funded in whole, or part, by the HIV Prevention Program, can be an Anonymous HIV Test (with the exception of an At-Home HIV Test as provided in (g) below).
    - (g) With prior approval from OHA, provide At-Home HIV Test kits to persons at risk for HIV infection whose status is unknown.
    - (h) Have a Certificate of Waiver from the Clinical Laboratory Improvement Amendments (CLIA) program if offering a rapid HIV test.

- (i) Ensure that all staff who provide rapid HIV tests are trained and certified to do so as defined by the product-specific guidelines identified by the manufacturer of the rapid HIV test in use. Staff are also required to complete an OHA-approved online training around provision of HIV testing and prevention services.
- (2) Provide comprehensive HIV-related prevention services for person living with diagnosed HIV infection as follows:
  - (a) Provide Partner Services for those with newly diagnosed HIV infection and those previously diagnosed with HIV infection, and their partners.
  - (b) Provide linkage to medical care, treatment, and prevention services for PLWH.
  - (c) Link persons with newly diagnosed HIV infection to medical care within 30 days of diagnosis.
  - (d) Re-engage PLWH who are currently not in care into medical care.
  - (e) Support retention in medical care, treatment, and prevention services for PLWH.
  - (f) Follow up with HIV-positive individuals identified as being out of care by HIV surveillance in order to determine current residence and link to HIV medical care and other supportive services as needed (i.e. Data to Care activities).
  - (g) Work in conjunction with OHA staff to respond to and intervene in HIV transmission clusters and HIV Outbreaks as necessary.
- (3) Provide comprehensive HIV-related prevention services for HIV-negative persons at risk for HIV infection as follows:
  - (a) Increase awareness of and expand access to PrEP, including medication adherence.
  - (b) Promote consumer knowledge, access, and use of PrEP, including referrals into or the provision of PrEP navigation services.
  - (c) Identify community/individual candidates for PrEP services using HIV surveillance, testing, and other data (refer to US Public Health Service Preexposure Prophylaxis for the Prevention of HIV Infection in the United States –2017 Update Clinical Practice Guideline available at: <https://www.cdc.gov/hiv/pdf/risk/prep/cdc-hiv-prep-guidelines-2017.pdf> and the Clinical Providers Supplement available at <https://www.cdc.gov/hiv/pdf/risk/prep/cdc-hiv-prep-provider-supplement-2017.pdf>).
- (4) Conduct community-level HIV prevention activities as follows:
  - (a) Distribute condoms to populations engaging in high risk behaviors and provide referrals to the free mail-order condom service funded by OHA <https://www.onecondoms.com/pages/oregon>.
  - (b) Distribute and have available culturally and language appropriate HIV information for community members in the local jurisdiction; this may include, but not be limited to, written materials, social media, public information, and meeting presentations. For this process use a CDC defined Program Review Panel which is described in the document available at: <https://www.cdc.gov/hiv/pdf/funding/announcements/ps12-1201/cdc-hiv-ps12-1201-content-review-guidance.pdf>

- (c) Support and promote the use of media technology (e.g. internet, texting, web applications) for HIV prevention messaging to targeted populations and communities.
  - (d) Encourage community mobilization to create enabling environments that support HIV prevention by actively involving community members in efforts to raise HIV awareness, building support for and involvement in HIV prevention efforts, motivating individuals to work to end HIV stigma and encouraging HIV risk reduction.
  - (e) Create a specific engagement plan for communities of color which includes anti-stigma approaches and activities for populations which are in alignment with the Epidemiologic Overview in the “Oregon Integrated HIV Prevention and Care Plan, 2017-2021.”
  - (f) Administer harm reduction efforts, if permitted and based on local need, to reduce the risk of transmission of HIV/Hepatitis C, such as, but not limited to, operation of a Syringe Service Program, the purchase and distribution of wound care supplies, sharps containers, and clean supplies used for injection drug use; however, purchase of syringes (needles), cookers and naloxone is not allowable with these funds. <https://www.cdc.gov/hiv/risk/ssps.html>
- (5) **Confidentiality.** In addition to the requirements set forth in Section 12 of Exhibit F, General Terms and Conditions, of this Agreement and above in this Program Element, all providers of HIV Prevention Services supported in whole or in part with funds provided under this Agreement must comply with the following confidentiality requirements:
- (a) Centers for Disease Control and Prevention. Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs: Standards to Facilitate Sharing and Use of Surveillance Data for Public Health Action. Atlanta (GA): U.S. Department of Health and Human Services, Centers for Disease Control and Prevention; 2011. <https://www.cdc.gov/nchhstp/programintegration/docs/pcsidatasecurityguidelines.pdf>
  - (b) All HIV testing data entry is done directly by providers into Evaluation Web, the CDC’s database system for HIV testing. Evaluation Web is accessed using two-factor authentication through the CDC Secure Access Management System (SAMS). Providers needing access to SAMS for data entry into Evaluation Web must first request access through OHA.
  - (c) Providers of HIV Prevention Services must establish and comply with a written policy and procedure regarding a breach of the confidentiality requirements of this Program Element. Such policy must describe the consequences to the employee, volunteer or Subcontractor staff for a verified breach of the confidentiality requirements of this Program Element Description.
  - (d) Each provider of HIV Prevention Services must report to the OHA the nature of confirmed breaches by its staff, including volunteers and Subcontractors, of the confidentiality requirements of this Program Element Description within 14 days from the date of evaluation by the provider.

- (6) Use of financial awards for HIV Prevention Program activities include:
  - (a) Staffing and structure for programs addressing goals, objectives, strategies and activities described in the current “Oregon Integrated HIV Prevention and Care Plan, 2017-2021.”
  - (b) Collaborative work with other agencies furthering HIV prevention work.
  - (c) Advertising and promotion of activities.
  - (d) Travel costs.
  - (e) Incentives for participation in services, as approved by OHA. Prior to the purchasing of incentives, contractors must submit to OHA for approval: documentation of cash or incentive handling procedures, a justification for the purchase, and a description of how incentives will be tracked.
  - (f) Purchase and/or production of program materials.
  - (g) Necessary office equipment and/or supplies to conduct activities, excluding furniture unless approved by OHA.
  - (h) Training and/or conferences for staff and/or supervisors that is relevant to the intervention and/or working with the target populations. This includes monitoring and evaluation trainings.
  - (i) Paperwork, meetings, and preparation related to conducting programs.
  - (j) Supervision, data collection and review and quality assurance activities.
  - (k) Participation in planning, task force and other workgroups.
- (7) Use of financial awards for HIV Prevention Program activities does not include financial assistance to provide treatment and/or case management services.
- (8) **LPHA responsibility if subcontracting for delivery of services.** LPHA may use a portion of HIV Prevention program funding to subcontract with another community based organization for delivery of services. LPHA must ensure each Subcontractor adheres to the standards, minimum requirements and reporting responsibilities outlined in this Program Element. LPHA must ensure each Subcontractor:
  - (a) Completes an OHA approved planning/reporting document.
  - (b) Submits fiscal and monitoring data in a timely manner.
  - (c) Meets the standards outlined in this Program Element.
  - (d) Identifies and participates in capacity building and quality assurance activities applicable to the Subcontractor.

**5. General Revenue and Expense Reporting.**

LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

<b>Fiscal Quarter</b>	<b>Due Date</b>
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

**6. Reporting Requirements.**

In addition to the reporting requirements set forth in Exhibit E, Section 6 “Reporting Requirements” of this Agreement, LPHA and any Subcontractors must submit the following reports and information to OHA:

- a. LPHA and Subcontractors must enter into the relevant database(s) all demographic, service and clinical data fields within 30 days of the date of service. If these reporting timelines are not met, OHA HIV Prevention Program staff will work with the LPHA and Subcontractor to establish and implement a corrective action plan.
- b. Quarterly Fiscal Expenditure reports on the amount and percentage of funds used for each HIV Prevention activity identified in the program plan. This report is due within 30 days after the close of each calendar quarter.

**7. Performance Measures.**

Not Applicable

**Program Element #10: Sexually Transmitted Diseases (STD) Client Services**

**OHA Program Responsible for Program Element:**

Public Health Division/Center for Public Health Practice/HIV, STD and TB Section

**1. Description.**

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Sexually Transmitted Diseases (STD) Client Services. ORS 433.006 and OAR 333-019-0000 assign responsibility to LPHAs for sexually transmitted disease (STD) investigations and implementation of STD control measures within an LPHA’s service area. STD client services may include, but are not limited to, Case finding, Partner Services (i.e., contact tracing), clinical and laboratory services, and education and outreach activities. The funds provided for STD client services under the Agreement for this Program Element may only be used as supplemental funds to support LPHA’s STD investigations and control efforts and are not intended to be the sole funding for LPHA’s STD client services program.

STDs are a significant health problem in Oregon, with over 22,000 new Cases reported every year. STDs pose a threat to immediate and long-term health and well-being. In addition to increasing a person’s risk for acquiring and transmitting HIV infection, STDs can lead to severe reproductive health complications, including poor pregnancy outcomes. Protecting the population from communicable disease by reducing rates of gonorrhea and early syphilis is a public health priority and is included in Healthier Together Oregon, the State Health Improvement Plan.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in the Issue Date section of Exhibit C of the Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

**2. Definitions Specific to Sexually Transmitted Diseases (STD) Client Services.**

- a. **Case:** An individual who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA’s Investigative Guidelines.
- b. **Case Investigation:** A process that includes identifying Cases, conducting a Case interview, collecting and reporting Core Variables, and providing Partner Services.
- c. **Contact:** Sexual partner of STD Case.
- d. **Core Variables:** Variables required by OHA and the CDC cooperative agreement PS19-1901 Strengthening STD Prevention and Control for Health Departments (STD PCHD) that are essential for counting and/or investigating reported Cases accurately and for describing trends in reported Cases in key populations at the local and state level.
- e. **Disease Intervention Specialist:** Job title used to identify staff person(s) trained to deliver HIV/STD Partner Services.
- f. **In-Kind Resources:** Tangible goods or supplies having a monetary value that is determined by OHA. Examples of such In-Kind Resources include goods such as condoms, lubricant packages, pamphlets, and antibiotics for treating STDs. If the LPHA receives In-Kind Resources under this Agreement in the form of medications for treating STDs, LPHA must use those medications to treat individuals for STDs as outlined in Section 4.a.(4) of this Program Element. In the event of a non-STD related emergency, with notification to the OHA STD program, the LPHA may use these medications to address the emergent situation. If the LPHA self-certifies as a 340B STD clinic site and receives reimbursement for 340B medications from OHA, they shall ensure these medications are used in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding “340B Drug Pricing Program.”

- g. **Investigative Guidelines:** OHA reportable disease guidelines, which are incorporated herein by this reference.
- h. **Partner Services:** Partner Services refers to a continuum of clinical evaluation, counseling, diagnostic testing, and treatment designed to increase the number of persons diagnosed with HIV, syphilis, gonorrhea, and chlamydia brought to treatment and reduce transmission among sexual networks. Partner Services includes conducting Case interviews to identify sex and needle-sharing partners, offering to conduct partner notification, providing STD/HIV testing (or referrals) to all contacts, and referring Cases and Contacts to HIV PrEP and additional medical/social services, including treatment.
- i. **Priority Gonorrhea Cases:** Gonorrhea Cases requiring Case Investigation, defined as Cases among pregnant or pregnancy-capable individuals, Cases among individuals co-infected with HIV; and rectal gonorrhea Cases.
- j. **Priority Syphilis Cases:** Syphilis Cases requiring Case Investigation, defined as Cases staged as primary, secondary, and early non-primary non-secondary syphilis and Cases of any syphilis stage among pregnant or pregnancy-capable individuals.
- k. **Reportable STDs:** A Reportable STD refers to diagnosed or suspected Cases of Chancroid, Chlamydia, Gonorrhea, and Syphilis, as further described in Division 18 of OAR Chapter 333, and HIV, as further described in ORS Chapter 433.
- l. **STD Outbreak:** The occurrence of an increase in Cases of previously targeted priority disease type in excess of what would normally be expected in a defined community, geographical area or season, and, by mutual agreement of the LPHA and OHA, exceeds the expected routine capacity of the LPHA to address.
- m. **Technical Assistance:** Services of OHA HIV/STD Prevention staff to support the LPHA’s delivery of STD Client Services, which include providing training and support during STD Case Investigations and STD Outbreak response.

**3. Alignment with Modernization Foundational Programs and Foundational Capabilities.**

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

**a. Foundational Programs and Foundational Capabilities (As specified in Public Health Modernization Manual)**

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i> <i>X = Other applicable foundational programs</i>						<i>X = Foundational capabilities that align with each component</i>						
<b>Epidemiological investigations that report, monitor and control Sexually Transmitted Diseases and HIV.</b>	*						X		X			
<b>STD client services (screening, testing, treatment, prevention).</b>	*				X		X		X			
<b>Condom and lubricant distribution.</b>	*						X	X				

**b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metrics:**

- Rate of congenital syphilis
- Rate of syphilis (all stages) among people who can become pregnant
- Rate of primary and secondary syphilis

**c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measures:**

- Percent of congenital syphilis cases averted
- Percent of cases interviewed
- Percent completion of CDC core variables
- Percent of early cases treated with appropriate regimen within 14 days



**4. Procedural and Operational Requirements.**

By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

**a. Under Sexually Transmitted Disease (PE10-01), LPHA agrees to conduct the following activities, which are not dollar amount funded items:**

- (1) Acknowledge and agree that the LPHA bears the primary responsibility, as described in Divisions 17, 18, and 19, of Oregon Administrative Rules (OAR) Chapter 333, for identifying potential STD Outbreaks within LPHA’s service area, for preventing the incidence of STDs within LPHA’s service area, and for reporting in a timely manner the incidence of Reportable STDs within LPHA’s service area (as described below in Section 6, Reporting Requirements). LPHA must fulfill the following minimum Case Investigation expectations described below:
  - (a) HIV: Case Investigation should be completed for each HIV Case assigned to the LPHA by the OHA HIV Surveillance Program.
  - (b) Syphilis: At minimum, Case Investigations must be completed for all Priority Syphilis Cases as defined below. Other syphilis Cases must be investigated if there is staffing capacity or there are no Priority Syphilis Cases. OHA may require LPHA to investigate other syphilis Cases if necessitated by local epidemiology, an STD Outbreak response, or other considerations. LPHA may also independently require Case Investigation for other syphilis Cases. Priority Syphilis Cases include:
    - i. All primary, secondary, and early non-primary non-secondary syphilis Cases regardless of sex/gender or age.
    - ii. All Cases among pregnant or pregnancy-capable individuals regardless of stage. Pregnant individuals that don’t meet the Case definition may require treatment verification. Refer to the OHA Syphilis Investigative Guidelines.
  - (c) Gonorrhea: At minimum, Case Investigations must be completed for all Priority Gonorrhea Cases as defined below. Other gonorrhea Cases must be investigated if there is staffing capacity or there are no Priority Gonorrhea Cases. OHA may require LPHA to investigate other gonorrhea Cases if necessitated by local epidemiology, an STD Outbreak response, or other considerations. LPHA may also independently require Case Investigation for other gonorrhea Cases. Priority Gonorrhea Cases include:
    - i. All rectal gonorrhea Cases.
    - ii. All Cases among pregnant or pregnancy-capable individuals.
    - iii. All Cases among individuals co-infected with HIV.
  - (d) Chlamydia: Case Investigation for chlamydia Cases is not expected and may be pursued at the discretion of the LPHA.
- (2) Provide or refer client for STD Client Services in response to an individual seeking such services from LPHA. Clinical STD Client Services consist of screening individuals for Reportable STDs and treating Cases and their Contacts.
- (3) Provide STD Client Services including Case finding, treatment (not applicable for HIV) and prevention activities, to the extent that local resources permit, related to HIV, syphilis, gonorrhea, and chlamydia in accordance with:

- (a) Oregon Administrative Rules (OAR), Chapter 333, Divisions 17, 18, and 19;
  - (b) “OHA Investigative Guidelines for Notifiable Diseases” which can be found at: <http://bit.ly/OR-IG>;
  - (c) Oregon Revised Statutes (ORS), Chapters 431 & 433; and
  - (d) Current “Centers for Disease Control and Prevention Sexually Transmitted Infections Treatment Guidelines,” which can be found at: <https://www.cdc.gov/std/treatment/>.
- (4) OHA may provide, pursuant to this Agreement, In-Kind Resources or Technical Assistance to assist LPHA in delivering STD Client Services. If LPHA receives In-Kind Resources under this Agreement in the form of medications for treating STDs, LPHA may use those medications to treat Cases or Contacts, subject to the following requirements:
- (a) The medications must be provided at no cost to the individuals receiving treatment.
  - (b) LPHA must perform a monthly medication inventory and maintain a medication log of all medications supplied to LPHA under this Agreement. Specifically, LPHA must log-in and log-out each dose dispensed.
  - (c) LPHA must log and document appropriate disposal of medications supplied to LPHA under this Agreement which have expired and thereby, prevent their use.
  - (d) If the LPHA self certifies as a 340B STD clinic site and receives reimbursement for 340B medications from OHA, they must only use “340B medications” to treat individuals for STDs in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding the 340B Drug Pricing Program.
  - (e) Any 340B costs savings or program income realized as a result of this funding must be utilized in a manner consistent with the goals of the program in which it was authorized under. Therefore, any cost saving as a result of STD funding must be used to increase, enhance and support STD screening and treatment services.
  - (f) If LPHA Subcontracts with another person to provide STD Client Services required under this Program Element, the In-Kind Resources in the form of medications received by LPHA from OHA must be provided, free of charge, to the Subcontractor for the purposes set out in this section and the Subcontractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the Subcontractor. The LPHA must document the medications provided to a Subcontractor under this section.
  - (g) If LPHA receives In-Kind Resources under this Agreement in the form of condoms and lubricant, LPHA must distribute those supplies at no cost to individuals infected with an STD and to other individuals who are at risk for STDs. LPHA may not, under any circumstances, sell condoms supplied to LPHA under this Agreement. LPHA shall store condoms in a cool, dry place to prevent damage and shall check expiration date of condoms at least once annually.
  - (h) LPHA staff funded through this Agreement may be utilized to assist with Directly Observed Therapy (DOT) for Tuberculosis Services on a case-by-case basis. LPHA will notify the OHA STD program and obtain approval via email before using STD funding for TB DOT activities.

- (5) OHA will, pending the availability of funds, provide the following items to the LPHA in-kind: STD medications, gift card incentives, condoms, lubricant, rapid HIV test kits, rapid syphilis test kits, and coverage of certain lab fees through the Oregon State Public Health Laboratory.
- b. Under Sexually Transmitted Disease (PE10-02), LPHA agrees to conduct the following activities if funding has been approved:**
- (1) Train and maintain at least one staff to act as a Disease Intervention Specialist (DIS), as described in its local staffing plan, which has been approved by OHA. OHA shall make available CDC-training to LPHAs needing to train staff as a DIS.
  - (2) All PE10-02 funded staff conducting STD case investigation are expected to attend trainings held by the OHA STD Program.
  - (3) Use funds for this PE10-02 in accordance with its local program budget, which has been approved by OHA. Modification to the local program budget may only be made with OHA approval.
  - (4) Allowable budget expenses are:
    - (a) Personnel costs including fringe for at least one staff acting as a DIS. Personnel costs for additional staff beyond a DIS are allowable (e.g. program manager, epidemiologist, public health nurse) provided the additional staff are supporting the role and function of a DIS and HIV/STD Case Investigations. Additional staff shall not exceed the FTE dedicated to the DIS position.
    - (b) Staff travel costs.
    - (c) Incentives for participation in services (including transportation costs), as approved by OHA. Per CDC requirements, prior to the purchasing of incentives, contractors must submit to OHA for approval: documentation of gift cards or incentive handling procedures, a justification for the purchase, and a description of how incentives will be tracked.
      - i. Individual gift card value cannot exceed \$25.
      - ii. Up to 1% of PE10-02 funds can be utilized for incentive purchases.
    - (d) Supplies and equipment needed to carry out the work of a DIS. Equipment is defined as costing \$5,000 or greater and having a useful life of at least one year.
    - (e) Other allowable expenses including postage, software and other licenses (e.g. Accurant), printing costs for educational/outreach materials, and other expenses approved by the STD Program on a case-by-case basis.
  - (5) Unallowable expenses include but are not limited to:
    - (a) Medications and screening/testing costs.
    - (b) Harm reduction supplies including syringes.
    - (c) Advertising or marketing.
    - (d) Purchase or maintenance of vehicles.

**5. General Revenue and Expense Reporting.**

LPHAs receiving funding under this Financial Assistance Award must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

<b>Fiscal Quarter</b>	<b>Due Date</b>
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

**6. Reporting Requirements.**

- a. LPHA must review laboratory and health care provider Case reports by the end of the calendar week in which initial laboratory or physician report is made in accordance with the standards established pursuant to OAR 333-018-0020. All Cases shall be reported to the OHA HIV/STD/TB (HST) Program via Orpheus.
- b. LPHA must collect and report the Core Variables as outlined in Attachment 1. Required Core Variables are subject to change. Core Variables below that are not required for chlamydia Cases and non-Priority Gonorrhea/Syphilis Cases may be collected at the discretion of the LPHA based on local policy and capacity.
- c. CDC reporting requirements for the DIS Workforce Development Supplement necessitate the submission of staffing plans. As such, LPHAs must submit a staffing plan on a quarterly basis that includes:
  - (1) Name and role of current PE-10 funded staff.
  - (2) Responsibilities of PE-10 funded staff as they pertain to STD Case Investigation.
  - (3) Total FTE dedicated to PE-10 funded activities.
  - (4) Vacant PE-10 positions (including role, FTE, and potential timeline for hire).
 OHA will provide a template for such reporting and keep all recipients aware of updates to this form.

**7. Performance Measures.**

- a. LPHA must operate its program in a manner designed to achieve the following STD performance goals:
  - (1) Treatment with CDC-recommended gonorrhea regimen documented within 14 days of LPHA notification.
  - (2) Pregnancy status documented within 14 days of LPHA notification in 100% of all female syphilis Cases under age 45.
  - (3) Treatment of early syphilis with penicillin G benzathine (Bicillin) documented within 14 days of LPHA notification.
  - (4) Congenital syphilis electronic report form should be completed within 45 days of birth.
  - (5) Contacts should be tested/treated within 30 days before or after the index patient’s testing date.

**Attachment 1  
Required Core Variables**

<b>STD Core Variables</b>	<b>Chlamydia and Gonorrhea Cases—All</b>	<b>Priority Gonorrhea Cases:</b>	<b>Syphilis Cases—All</b>	<b>Priority Syphilis Cases</b>
Age*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sex*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
County*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Specimen collection date*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Diagnosing facility type	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anatomic site of infection*	<input type="checkbox"/>	<input type="checkbox"/>		
Race/ethnicity		<input type="checkbox"/>		<input type="checkbox"/>
Gender identity		<input type="checkbox"/>		<input type="checkbox"/>
Sexual orientation		<input type="checkbox"/>		<input type="checkbox"/>
Sex of sex partners		<input type="checkbox"/>		<input type="checkbox"/>
Pregnancy status		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HIV status		<input type="checkbox"/>		<input type="checkbox"/>
Treatment/Date of treatment		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clinical signs/symptoms				<input type="checkbox"/>
Substance use				<input type="checkbox"/>
Incarceration history				<input type="checkbox"/>

\* Included on lab report

HIV Core Variables	Orpheus Tab	Reported via ELR	Entered by OHA	Entered by LPHA
Stage	Home layout-Stage		<input type="checkbox"/>	
Status	Home layout-Status		<input type="checkbox"/>	
DOB/Age*	Home layout-Age	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sex*	Home layout-SOGI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gender identity	Home layout-SOGI		<input type="checkbox"/>	<input type="checkbox"/>
Sexual orientation	Home layout-SOGI		<input type="checkbox"/>	<input type="checkbox"/>
Race/ethnicity	Home layout-REALD		<input type="checkbox"/>	<input type="checkbox"/>
Pregnancy status	Home layout-Pregnant		<input type="checkbox"/>	<input type="checkbox"/>
Housing at Dx	Home layout-Housing at Dx		<input type="checkbox"/>	<input type="checkbox"/>
Address*	Home layout	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phone/email	Home layout		<input type="checkbox"/>	<input type="checkbox"/>
Diagnosing facility/Provider*	Home layout-Provider	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HARS ID HIV Diagnosis AIDS Diagnosis	Home layout		<input type="checkbox"/>	
Specimen collection date*	Labs tab	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clinical signs/symptoms	Clinical tab		<input type="checkbox"/>	<input type="checkbox"/>
Treatment/Date of treatment	Treatment tab		<input type="checkbox"/>	<input type="checkbox"/>
HIV risk history At minimum: sex of partners trans partners sex for drugs/\$ substance use last neg HIV test PrEP use history STD tested	Risks tab		<input type="checkbox"/>	<input type="checkbox"/>
Contacts	Contacts tab			<input type="checkbox"/>
Outbreak Info	Epilinks tab		<input type="checkbox"/>	
* Included on lab report				

**Program Element #13: Tobacco Prevention Education Program (TPEP)**

**OHA Program Responsible for Program Element:**

Public Health Division/Center for Health Prevention & Health Promotion/ Health Promotion and Chronic Disease Prevention Section

**1. Description.**

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver the Tobacco Prevention Education Program (TPEP). As described in the local program plan, permitted activities are in the following areas:

- a. Facilitation of Community and Statewide Partnerships:** Accomplish movement toward tobacco-free communities through a coalition or other group dedicated to the pursuit of agreed upon local and statewide tobacco control objectives. Community partnerships should include local public health leadership, health system partners, non-governmental entities as well as community leaders.
  - (1) TPEP program should demonstrate ability to mobilize timely community support for local tobacco prevention objectives.
  - (2) TPEP program should be available and ready to respond to statewide policy opportunities and threats.
- b. Creating Tobacco-Free Environments:** Promote the adoption of tobacco-free policies, including policies in schools, workplaces and public places. Demonstrate community progress towards establishing jurisdiction-wide tobacco-free policies (e.g. local ordinances) for workplaces that still allow indoor smoking or expose employees to secondhand smoke. Establish tobacco-free policies for all county and city properties and government campuses.
- c. Countering Pro-Tobacco Influences:** Reduce the promotion of tobacco in retail environments by educating and aligning decision-makers about policy options for addressing the time, place and manner tobacco products are sold. Counter tobacco industry advertising and promotion. Reduce youth access to tobacco products, including advancing tobacco retail licensure and other evidence-based point of sale strategies.
- d. Promoting Quitting Among Adults and Youth:** Promote evidence-based practices for tobacco cessation with health system partners and implementation of Health Evidence Review Commission initiatives, including cross-sector interventions. Integrate the promotion of the Oregon Tobacco Quit Line into other tobacco control activities.
- e. Enforcement:** Assist OHA with the enforcement of statewide tobacco control laws, including the Oregon Indoor Clean Air Act, minors’ access to tobacco and restrictions on smoking through formal agreements with OHA, Public Health Division.
- f. Reducing the Burden of Tobacco-Related Chronic Disease:** Address tobacco use reduction strategies in the broader context of chronic diseases and other risk factors for tobacco-related chronic diseases including cancer, asthma, cardiovascular disease, diabetes, arthritis, and stroke. Ensure Local Public Health Authority (LPHA) decision-making processes are based on data highlighting local, statewide and national tobacco-related disparities. Ensure processes engage a wide variety of perspectives from those most burdened by tobacco including representatives of racial/ethnic minorities, Medicaid users, LGBTQ community members, and people living with disabilities, including mental health and substance use challenges.

The statewide Tobacco Prevention and Education Program (TPEP) is grounded in evidence-based best practices for tobacco control. The coordinated movement involves state and local programs working together to achieve sustainable policy, systems and environmental change in local communities that

mobilize statewide. Tobacco use remains the number one cause of preventable death in Oregon and nationally. It is a major risk factor in developing asthma, arthritis, diabetes, stroke, tuberculosis and ectopic pregnancy, as well as liver, colorectal and other forms of cancer. It also worsens symptoms for people already living with chronic diseases.

Funds provided under this Agreement are to be used to reduce exposure to secondhand smoke, prevent youth from using tobacco, promote evidence-based practices for tobacco cessation, educate decision-makers about the harms of tobacco, and limit the tobacco industry’s influence in the retail environment. Funds allocated to Local Public Health Authorities are to complement the statewide movement towards population-level outcomes including reduced tobacco disparities.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C of the Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

**2. Definitions Specific to Tobacco Prevention Education Program (TPEP).**

**Oregon Indoor Clean Air Act (ICAA)** (also known as the Smokefree Workplace Law) protects workers and the public from secondhand smoke exposure in public, in the workplace, and within 10 feet of all entrances, exits, accessibility ramps that lead to and from an entrance or exit, windows that open and air-intake vents. The ICAA includes the use of "inhalant delivery systems." Inhalant delivery systems are devices that can be used to deliver nicotine, cannabinoids and other substances, in the form of a vapor or aerosol. These include e-cigarettes, vape pens, e-hookah and other devices. Under the law, people may not use e-cigarettes and other inhalant delivery systems in workplaces, restaurants, bars and other indoor public places in Oregon.

**3. Alignment with Modernization Foundational Programs and Foundational Capabilities.**

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

**a. Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program				Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<p>Asterisk (*) = Primary foundational program that aligns with each component</p> <p>X = Other applicable foundational programs</p>					<p>X = Foundational capabilities that align with each component</p>						



Facilitation of Community Partnerships		*		X		X	X	X	X	X	X	
Creating Tobacco-free Environments		*		X		X	X	X	X	X	X	
Countering Pro-Tobacco Influences		*				X	X	X	X	X	X	
Promoting Quitting Among Adults and Youth		X		*		X	X	X	X	X	X	
Enforcement		*	X			X	X	X	X	X	X	
Reducing the Burden of Tobacco-Related Chronic Disease		*		X		X	X	X	X	X	X	

b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:

Not applicable

c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:

Not applicable

4. Procedural and Operational Requirements.

By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a. Engage in activities as described in its local program plan and local program budget, which has been approved by OHA and on file based on a schedule to be determined by OHA. OHA will supply the required format and current service data for use in completing the plans. LPHA must implement its TPEP activities in accordance with its approved local program plan and local program budget. Modifications to the plans may only be made with OHA approval.
- b. Ensure that LPHA leadership is appropriately involved and its local tobacco program is staffed at the appropriate level, depending on its level of funding, as specified in the award of funds for this Program Element.
- c. Use the funds awarded under this Agreement for this Program Element in accordance with its local program budget as approved by OHA and incorporated herein by this reference. Modifications to the local program budget may only be made with OHA approval. Funds awarded for this Program Element may be used for direct, evidence-based or culturally appropriate cessation delivery including the provision of Nicotine Replacement Therapy (NRT), but may not be used for other treatment services, other disease control programs, or other efforts not devoted to tobacco prevention and education.
- d. Attend all TPEP meetings reasonably required by OHA.
- e. Comply with OHA’s TPEP Guidelines and Policies.
- f. Coordinate its TPEP activities and collaborate with other entities receiving TPEP funds or providing TPEP services.

- g. In the event of any omission from, or conflict or inconsistency between, the provisions of the local program plan and local program budget on file at OHA, and the provisions of the Agreement and this Program Element, the provisions of this Agreement and this Program Element shall control.

**5. General Revenue and Expense Reporting.**

LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

<b>Fiscal Quarter</b>	<b>Due Date</b>
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

**6. Reporting Requirements.**

LPHA must submit local program plan reports on a semi-annual schedule to be reviewed by OHA. The reports must include, at a minimum, LPHA’s progress during the reporting period towards completing activities described in its local program plan. Upon request by OHA, LPHA must also submit reports that detail quantifiable outcomes of activities and data accumulated from community-based assessments of tobacco use. LPHA leadership and program staff must participate in reporting interviews on a schedule to be determined by OHA and LPHA.

**7. Performance Measures.**

If LPHA completes fewer than 75% of the planned activities in its local program plan for two consecutive reporting periods in one state fiscal year, LPHA will not be eligible to receive funding under this Program Element during the next state fiscal year.

**Program Element #36: Alcohol and Drug Prevention and Education Program (ADPEP)**

**OHA Program Responsible for Program Element:**

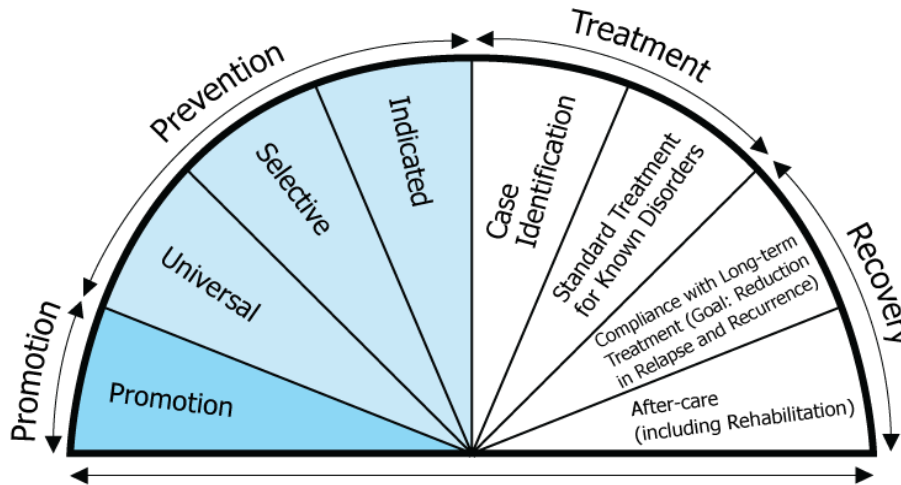
Public Health Division/Center for Health Prevention & Health Promotion/ Health Promotion and Chronic Disease Prevention Section

**1. Description.**

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver the Alcohol and Drug Prevention and Education Program (ADPEP). ADPEP is a comprehensive program that encompasses community and state interventions, surveillance and evaluation, communications, screening interventions, and state administration and management to prevent alcohol, tobacco and other drug use and associated effects, across the lifespan. The program goals are to plan, implement and evaluate strategies that prevent substance use by reducing risk factors and increasing protective factors associated with alcohol, tobacco and other drugs.

The ADPEP program falls within the National Academies of Science Continuum of Care prevention categories, include promotion, universal direct, universal indirect, selective, and indicated prevention.

- Promotion and universal prevention addresses the entire population with messages and programs aimed at prevention or delaying the use of alcohol, tobacco and other drugs.
- Selective prevention targets are subsets of the total population that are deemed to be at risk for substance abuse by virtue of membership in a particular population segment.
- Indicated prevention is designed to prevent the onset of substance abuse in individuals who do not meet criteria for addiction but who are showing elevated levels of risk and early danger signs.



The funds allocated to the Local Public Health Authority (LPHA) supports implementation of the Center for Substance Abuse Prevention’s (CSAP) six strategies:

- Information Dissemination;
- Prevention Education;
- Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives;
- Community Based Processes;
- Environmental/Social Policy; and
- Problem Identification and Referral.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C of the Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

**2. Definitions Specific to Alcohol and Drug Prevention and Education Program (ADPEP)**

Not applicable

**3. Alignment with Modernization Foundational Programs and Foundational Capabilities.**

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

**a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)**

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
<b>Information Dissemination</b>		*		X	X	X	X	X	X	X	X	
<b>Prevention Education</b>		*		X	X	X	X	X	X	X	X	
<b>Alcohol, Tobacco &amp; Other Drug (ATOD) Free Alternatives</b>		*		X		X	X	X	X	X	X	
<b>Community Based Processes</b>		*		X		X	X	X	X	X	X	
<b>Environmental/Social Policy</b>		*	X	X		X	X	X	X	X	X	
<b>Problem Identification and Referral</b>		*		X	X	X	X	X	X	X	X	

**b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Not applicable

**c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Not applicable

**4. Procedural and Operational Requirements.**

By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

LPHA must:

- a.** Submit to OHA for approval on a timeline proposed by OHA and outlined in the biennial program plan guidance, a Biennial Local Alcohol and Other Drug Prevention Program Plan which details strategies to be implemented, as outlined in this Program Element.
- b.** Throughout the biennium, implement the OHA-approved Biennial Local Alcohol and Other Drug Prevention Program Plan, including but not limited to, the following types of activities:
  - (1)** Information Dissemination -- increase knowledge and awareness of the dangers associated with drug use (e.g. local implementation of media campaigns; Public Service Announcements (PSA));
  - (2)** Prevention Education -- build skills to prevent substance use (e.g. assuring school policy supports evidence-based school curricula and parenting education and skill building; peer leadership; and classroom education);
  - (3)** Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives -- organize activities that exclude substances (e.g. youth leadership and community service projects that support policy strategies and goals; and mentoring programs);
  - (4)** Community Based Processes – provide networking and technical assistance to implement evidence-based practices, strategies in schools, law enforcement, communities and agencies (e.g. strategic planning, community engagement and mobilization; and building and effectively managing prevention coalitions);
  - (5)** Environmental/Social Policy -- establish strategies for changing community policies, standards, codes and attitudes toward alcohol and other drug use (e.g. school policies and community or organizational rules and laws regarding alcohol, tobacco and other drugs; and advertising restrictions);
  - (6)** Problem Identification and Referral – identify individuals misusing alcohol and other drugs and assess whether they can be helped by educational services (e.g. sustainable referral systems to evidence-based health care systems, services, and providers).
- c.** Use funds for this Program in accordance with its approved Local Program Budget on a timeline proposed by OHA and outlined in the biennial program plan guidance approved by OHA. (The LPHA shall submit the local budget for approval by OHA within a timeframe designated by OHA.)
  - (1)** Budget adjustments of up to 10% of the cumulative award amount are allowable between or within Budget categories and line items. Modification to the Local Program Budget exceeding 10% of the cumulative award amount between or within the Budget categories and line items may only be made with prior written approval of the OHA Agreement Administrator.
  - (2)** Consistent with the OHA-approved Local Program Budget, OHA may reimburse the LPHA for local mileage, per diem, lodging and transportation to conduct program activities under this Agreement and attend OHA required and requested meetings as OHA deems such expenses to be reasonable and reasonably related to performance under

this Agreement. Travel to attend out of state events or conferences is permitted if content is applicable to the ADPEP Local Program Plan. Federal per diem rates limit the amount of reimbursement for in state and out of state travel – see U.S. General Services Administration Per Diem Rates at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). All travel must be conducted in the most efficient and cost-effective manner resulting in the best value to OHA and the State of Oregon.

- d. Coordinate efforts among diverse stakeholders and related programs (e.g. other alcohol and drug efforts such as prescription drug overdose, tobacco prevention, mental health and suicide prevention) in local communities. Such coordination offers a shared benefit of coordinated mobilization and leveraged resources to achieve local policy and environmental change goals and measurable improvement in health status. LPHA must determine how best to coordinate with local Tobacco Prevention and Education Program (TPEP) to include in the biennial plan detail of coordinated strategies.
- e. Participate in site visits, state trainings, meetings and evaluation activities as requested or required by OHA.

**5. General Revenue and Expense Reporting.**

LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

**6. Reporting Requirements.**

- a. LPHA must report to OHA semi-annually to describe progress made in completing activities and achieving the goals and objectives set forth in the LPHA’s OHA-approved Local Alcohol and Other Drug Program Plan. (**Semi-Annual Progress Reports Due:** on an ongoing basis through the term of this Agreement each six months and as otherwise requested by OHA).
- b. LPHA must submit written annual Progress reports to OHA using forms and procedures provided by OHA to describe results in achieving the goals, objectives through implementing the evidence-based strategies set forth in the LPHA’s OHA-approved Local Program Plan as well as any obstacles encountered, successes and lessons learned. (**Annual Progress Reports Due:** within 30 days following the end of the state fiscal year).

**7. Performance Measures.**

- a. If LPHA completes fewer than 75% of the planned activities in its OHA-approved Biennial Local Alcohol and Other Drug Prevention Program Plan for two consecutive calendar quarters in one state fiscal year LPHA will not be eligible to receive funding under this Program Element during the next state fiscal year.
- b. LPHA must operate the Alcohol and Other Drug Prevention and Education Program (ADPEP) described in its OHA-approved Biennial Local Alcohol and Other Drug Prevention Program Plan.

**Program Element #40: Special Supplemental Nutrition Program for Women, Infants and Children (“WIC”) Services**

**OHA Program Responsible for Program Element:**

Public Health Division/Center for Health Prevention & Health Promotion/Nutrition and Health Screening (WIC)

**Description of Program Element.**

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below to deliver Special Supplemental Nutrition Program for Women, Infants and Children services (“WIC Services”), Farm Direct Nutrition Program services (“FDNP Services”), and Breastfeeding Peer Counseling Program services (“BFPC Services”).

The services described in Sections B. and C. of this Program Element, are ancillary to basic WIC Services described in Section A. of this Agreement. In order to participate in the services described in Sections B. or C., LPHA must be delivering basic WIC Services as described in Section A. The requirements for WIC Services also apply to services described in Sections B and C.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C of the Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

**A. General (“WIC”) Services**

**1. Description of WIC Services.**

WIC Services are nutrition and health screening, Nutrition Education related to individual health risk and Participant category, Breastfeeding promotion and support, health referral, and issuance of food benefits for specifically prescribed Supplemental Foods to Participants during critical times of growth and development in order to prevent the occurrence of health problems and to improve the health status of mothers and their children.

**2. Definitions Specific to WIC Services**

- a. Applicants:** Pregnant Participants, Breastfeeding Participants, Postpartum Participants, infants and children up to 5 years old who are applying to receive WIC Services, and the breastfed infants of an Applicant. Applicants include individuals who are currently receiving WIC Services but are reapplying because their Certification Period is about to expire.
- b. Assigned Caseload:** Assigned Caseload for LPHA, which is set out in the Exhibit C of this Agreement, is determined by OHA using the WIC funding formula which was approved by the CHLO MCH and CHLO Executive Committee in February of 2003. This Assigned Caseload is used as a standard to measure LPHA’s Caseload management performance and is used in determining NSA funding for LPHA.
- c. Breastfeeding:** The practice of a Participant feeding their breast milk to their infant(s) on the average of at least once a day.
- d. Breastfeeding Participants:** Participants up to one year postpartum who breastfeed their infants.
- e. Caseload:** For any month, the sum of the actual number of pregnant Participants, Breastfeeding Participants, Postpartum Participants, infants and children who have received Supplemental Foods or food benefits during the reporting period and the actual number of infants breastfed by Breastfeeding Participants (and receiving no Supplemental Foods or food benefits) during the reporting period.

- f. **Certification:** The implementation of criteria and procedures to assess and document each Applicant’s eligibility for WIC Services.
- g. **Certification Period:** The time period during which a Participant is eligible for WIC Services based on his/her application for those WIC Services.
- h. **Documentation:** The presentation of written or electronic documents or documents in other media that substantiate statements made by an Applicant or Participant or a person applying for WIC Services on behalf of an Applicant or Participant.
- i. **Electronic Benefits Transfer (EBT):** An electronic system of payment for purchase of WIC-allowed foods through a third-party processor using a magnetically encoded payment card. In Oregon, the WIC EBT system is known as “eWIC”.
- j. **Health Services:** Ongoing, routine pediatric, women’s health and obstetric care (such as infant and childcare and prenatal and postpartum examinations) or referral for treatment.
- k. **Nutrition Education:** The provision of information and educational materials designed to improve health status, achieve positive change in dietary habits, and emphasize the relationship between nutrition, physical activity, and health, all in keeping with the individual’s personal and cultural preferences and socio-economic condition and related medical conditions, including, but not limited to, homelessness and migrancy.
- l. **Nutrition Education Contact:** Individual or group education session for the provision of Nutrition Education.
- m. **Nutrition Services Plan:** An annual plan developed by LPHA and submitted to and approved by OHA that identifies areas of Nutrition Education and Breastfeeding promotion and support that are to be addressed by LPHA during the period of time covered by the plan.
- m. **Nutrition Services and Administration (NSA) Funds:** Funding disbursed under or through this Agreement to LPHA to provide direct and indirect costs necessary to support the delivery of WIC Services by LPHA.
- n. **Nutrition Risk:** Detrimental or abnormal nutritional condition(s) detectable by biochemical or anthropometric measurements; other documented nutritionally related medical conditions; dietary deficiencies that impair or endanger health; or conditions that predispose persons to inadequate nutritional patterns or nutritionally related medical conditions.
- o. **Participants:** Pregnant, Breastfeeding, or Postpartum Participants, infants and children who are receiving Supplemental Foods benefits under the program, and the breastfed infants of Breastfeeding Participants.
- p. **Postpartum Participants:** Participants up to six months after termination of a pregnancy.
- q. **Supplemental Foods:** Those foods containing nutrients determined to be beneficial for pregnant, Breastfeeding and Postpartum Participants, infants and children, as determined by the United States Department of Agriculture, Food and Nutrition Services for use in conjunction with the WIC Services. These foods are defined in the WIC Manual.
- r. **TWIST:** The WIC Information System Tracker which is OHA’s statewide automated management information system used by state and local agencies for:
  - (1) Provision of direct client services including Nutrition Education, risk assessments, appointment scheduling, class registration, and food benefit issuance;



- (2) Redemption and reconciliation of food benefits including electronic communication with the banking contractor;
- (3) Compilation and analysis of WIC Services data including Participant and vendor information; and
- (4) Oversight and assurance of WIC Services integrity.
- s. **TWIST User Training Manual:** The TWIST User Training Manual, and other relevant manuals, now or later adopted, all as amended from time to time by updates and sent to the LPHA.
- t. **WIC:** The Special Supplemental Nutrition Program for Women, Infants and Children authorized by section 17 of the Child Nutrition Act of 1966, 42 U.S.C. 1786, as amended through PL105-394, and the regulations promulgated pursuant thereto, 7 CFR Ch. II, Part 246.
- u. **WIC Manual:** The Oregon WIC Program Policies and Procedures Manual, and other relevant manuals, now or later adopted, all as amended from time to time by updates sent by OHA to the LPHA and located at:  
<http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/WIC/Pages/wicpolicy.aspx>.

**3. Alignment with Modernization Foundational Programs and Foundational Capabilities.**

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), [http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

- a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program				Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>						
<i>X = Other applicable foundational programs</i>											
<b>WIC Services: Nutrition Education</b>		*		X X	X	X	X	X		X	

Program Components	Foundational Program				Foundational Capabilities							
WIC Services: Breastfeeding Education and Support		*		X	X	X	X	X	X		X	
WIC Services: Referrals and Access to Care	X	X		X	*		X	X				
WIC Services: Provision of Supplemental Foods		X		X	*		X					
FDNP Services		X		X	*		X					
BFPC Services		*		X	X		X				X	

b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:

Not applicable

c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:

Not applicable

**4. Procedural and Operational Requirements.**

All WIC Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements and in accordance with the WIC Manual. WIC services need to be provided in such a manner as to allow timely access to program services by WIC Participants By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

**a. Staffing Requirements and Staff Qualifications—Competent Professional Authority.**

LPHA must utilize a competent professional authority (CPA) at each of its WIC Services sites for Certifications, in accordance with 7 CFR 246.6(b)(2), and the agreement that was approved by the CLHO Maternal and Child Health (MCH) Committee on January 2001, and the CLHO Executive Committee on February 2001; and was reapproved as written by the CLHO Maternal and Child Health (MCH) Committee on March 2006, and the CLHO Executive Committee on April 2006 (CLHO MCH Agreement).

A CPA is an individual on the staff of LPHA who demonstrates proficiency in certifier competencies, as defined by the Policy 660 in the WIC Manual located here: <https://www.oregon.gov/OHA/PH/HEALTHYPEOPLEFAMILIES/WIC/Pages/wicpolicy.aspx> and is authorized to determine Nutrition Risk and WIC Services eligibility, provide nutritional counseling and Nutrition and Breastfeeding Education and prescribe appropriate Supplemental Foods.

**b. Staffing Requirements and Staff Qualifications— Nutritionist.**

LPHA must provide access to the services of a qualified nutritionist for Participants and LPHA staff to ensure the quality of the Nutrition Education component of the WIC Services, in accordance with 7 CFR 246.6(b)(2); the 1997 State Technical Assistance Review (STAR) by the U.S. Department of Agriculture, Food and Consumer Services, Western Region (which is available from OHA upon request); as defined by Policy #661; and the CLHO MCH Agreement. A qualified nutritionist is an individual who has a

master’s degree in nutrition or its equivalent and/or is a Registered Dietitian Nutritionist (RDN) with the Commission on Dietetic Registration.

**c. General WIC Services Requirements.**

- (1) LPHA must provide WIC Services only to Applicants certified by LPHA as eligible to receive WIC Services. All WIC Services must be provided by LPHA in accordance with, and LPHA must comply with, all the applicable requirements detailed in the Child Nutrition Act of 1966, as amended through Pub.L.105-394, November 13, 1998, and the regulations promulgated pursuant thereto, 7 CFR Part 246, 3106, 3017, 3018, Executive Order 12549, the WIC Manual, OAR 333-054-0000 through 0070, such U.S. Department of Agriculture directives as may be issued from time to time during the term of this Agreement, the TWIST User Training Manual (copies available from OHA upon request), and the CLHO MCH Agreement.
- (2) LPHA must make available to each Participant and Applicant referral to appropriate Health Services and shall inform them of the Health Services available. In the alternative, LPHA must have a plan for continued efforts to make Health Services available to Participants at the WIC clinic through written agreements with other health care providers when Health Services are provided through referral, in accordance with 7 CFR Part 246, Subpart B, §246.6(b)(3) and (5); and the CLHO MCH Agreement.
- (3) Each WIC LPHA must make available to each Participant a minimum of four Nutrition Education contacts appropriate to the Participant’s Nutrition Risks and needs during the Participant’s Certification Period, in accordance with 7 CFR Subpart D, §246.11 and the CLHO MCH Agreement.
- (4) LPHA must document Participant and Applicant information in TWIST for review, audit and evaluation, including all criteria used for Certification, income information and specific criteria to determine eligibility, Nutrition Risk(s), and food package assignment for each Participant, in accordance with 7 CFR Part 246, Subpart C, §246.7 and the CLHO MCH Agreement and the TWIST User Training Manual.
- (5) LPHA must maintain complete, accurate, documented and current accounting records of all WIC Services funds received and expended by LPHA in accordance with 7 CFR Part 246 Subpart B, §246.6(b)(8) and the CLHO MCH Agreement. This includes the annual submission of a budget projection for the next state fiscal year that is due to the state along with the Nutrition Services Plan. (FY2011 USDA Management Evaluation finding and resolution.)
- (6) LPHA, in collaboration with OHA, must manage its Caseload in order to meet the performance measures for its Assigned Caseload, as specified below, in accordance with 7 CFR Part 246, Subpart B, §246.6(b)(1) and the CLHO MCH Agreement.
- (7) As a condition to receiving funds under this Agreement, LPHA must have on file with OHA, a current Nutrition Services Plan that meets all requirements related to plan, evaluation, and assessment. Each Nutrition Services Plan must be marked as to the year it covers and must be updated prior to its expiration. OHA reserves the right to approve or require modification to the Nutrition Services Plan prior to any disbursement of funds under this Agreement. The Nutrition Services Plan, as updated from time to time, is an attachment to Program Element, in accordance with 7 CFR Part 246, Subpart D, §246.11(d)(2); and CLHO MCH Agreement.

- (8) LPHA must utilize at least twenty percent (20%) of its NSA Funds for Nutrition Education activities, and the amount specified in its financial assistance award for Breastfeeding education and support, in accordance with 7 CFR Part 246, Subpart E, §246.14(c)(1) and CLHO MCH Agreement.
- (9) Monitoring: OHA will conduct on-site monitoring of the LPHA biennially for compliance with all applicable OHA and federal requirements as described in the WIC Manual. Monitoring will be conducted in accordance with 7 CFR Part 246, Subpart F, §246.19(b)(1)-(6); and the CLHO MCH Agreement. The scope of this review is described in Policy 215 in the WIC Manual.

**5. General Revenue and Expense Reporting.**

LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. A copy of the general ledger of WIC-related expenditures for the quarter must be submitted with each quarterly expenditure and revenue report. In addition, LPHA must provide additional documentation, if requested, for expenditure testing to verify allowable expenditures per WIC federal guidelines. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

**6. Reporting Requirements.**

In addition to the reporting obligations set forth in Exhibit E, Section 6 of this Agreement, LPHA shall submit the following written reports to OHA:

- a. Quarterly reports on: (a) the percentage of its NSA Funds used for Nutrition Education activities; and (b) the percentage used for Breastfeeding education and support.
- b. Quarterly time studies conducted in the months of October, January, April and July by all LPHA WIC staff.
- c. Annual WIC budget projection for the following state fiscal year.
- d. Nutrition Services Plan.

**7. Performance Measures.**

- a. LPHA must serve an average of greater than or equal to 97% and less than or equal to 103% of its Assigned Caseload over any 12-month period.
- b. OHA reserves the right to adjust its award of NSA Funds, based on LPHA performance in meeting or exceeding Assigned Caseload.

**B. Farm Direct Nutrition Program (FDNP) Services.**

**1. General Description of FDNP Services.**

FDNP Services provide resources in the form of fresh, nutritious, unprepared foods (fruits and vegetables) from local farmers to Participants who are nutritionally at risk. FDNP Services are also intended to expand the awareness, use of, and sales at local Farmers Markets and Farm Stands. FDNP Participants receive vouchers that can be redeemed at local Farmers Markets and Farm Stands for Eligible Foods.

2. **Definitions Specific to FDNP Services.**

In addition to the definitions in Section A.2. of this Program Element, the following terms used in this Section B.2. shall have the meanings assigned below, unless the context requires otherwise:

- a. **Eligible Foods:** Fresh, nutritious, unprepared, Locally Grown Produce, fruits, vegetables and cut culinary herbs for human consumption. Foods that have been processed or prepared beyond their natural state, except for usual harvesting and cleaning processes, are not Eligible Foods. Honey, maple syrup, cider, nuts, seeds, eggs, meat, cheese and seafood are examples of foods that are not Eligible Foods.
- b. **Farmers Market:** Group of producers, including local farmers who grow fruits, vegetable, or culinary herbs, who assemble at a defined location for the purpose of selling their produce directly to consumers.
- c. **FDNP Season:** June 1 – November 30.
- d. **Farm Stand:** A location at which a single, individual farmer sells his/her produce directly to consumers or a farmer who owns/operates such a Farm Stand. This is in contrast to a group or association of farmers selling their produce at a Farmers Market.
- e. **FDNP:** The WIC Farm Direct Nutrition Program (known federally as the Farmers Market Nutrition Program) authorized by Section 17(m) of the Child Nutrition Act of 1966, 42 U.S.C. 1786(m), as amended by the WIC Farmers July 2, 1992.
- f. **Locally Grown Produce:** Produce grown within Oregon's borders but may also include produce grown in areas in neighboring states adjacent to Oregon's borders.
- g. **Recipients:** Participants who: (a) are one of the following on the date of Farm Direct Nutrition Program issuance: pregnant Participants, Breastfeeding Participants, non-Breastfeeding Postpartum Participants, infants older than 4 months of age and children through the end of the month they turn five years of age; and (b) have been chosen by the LPHA to receive FDNP Services.

3. **Procedural and Operational Requirements for FDNP Services.**

All FDNP Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

- a. **Staffing Requirements and Staff Qualifications.** LPHA shall have sufficient staff to ensure the effective delivery of required FDNP Services.
- b. **General FDNP Services Requirements.** All FDNP Services must comply with all requirements as specified in OHA’s Farm Direct Nutrition Program Policy and Procedures in the WIC Manual, including but not limited to the following requirements:
  - (1) **Voucher Distribution:** OHA will deliver FDNP vouchers to LPHA who will be responsible for distribution of these vouchers to Recipients. Each Recipient must be issued one packet of vouchers after confirmation of eligibility status. The number of voucher packets allowed per family will be announced before each Season begins.
  - (2) **Recipient Education:** Vouchers must be issued in a face-to-face contact after the Recipients/caregiver has received a FDNP orientation that includes Nutrition Education and information on how to shop with vouchers. Documentation of this education must be put in TWIST or a master file if TWIST is not available.

Details of the education component can be found in the Policy 1100 3.0 ‘Participant Orientation’ in the WIC Manual.

- (3) **Security:** Vouchers must be kept locked up at all times except when in use and at those times an LPHA staff person must attend the unlocked vouchers.
- (4) **Voucher Issuance and LPHA Responsibilities:** LPHA must document the required Certification information and activities on a Participant’s record in the TWIST system in accordance with the requirements set out in Policy 640 of the WIC Manual. LPHA must follow the procedures set out in Policy 1100 of the WIC Manual to ensure compliance with the FDNP Services requirements.
- (5) **Complaints/Abuse:** LPHA must address all Civil Rights complaints according to Policy 452, Civil Rights, in the WIC Manual. Other types of complaints must be handled by LPHA’s WIC Coordinator in consultation with the OHA FDNP coordinator if necessary. LPHA must handle an Oregon FDNP complaint according to policy 588, Program Integrity: Complaints, of the WIC Manual
- (6) **Monitoring:** OHA will monitor the FDNP practices of LPHA. OHA will review the FDNP practices of LPHA at least once every two years. The general scope of this review is found in Policy 1100 in the WIC Manual. OHA monitoring will be conducted in accordance with 7 C.F.R. Ch. II, Part 246 and the CLHO MCH Agreement.

**4. Reporting Requirements.**

The reporting obligations of LPHA are set forth in the Exhibit E, Section 6 of this Agreement.

**C. Breastfeeding Peer Counseling (BFPC) Services**

**1. General Description of BFPC Services.**

The purpose of BFPC Services is to increase Breastfeeding duration and exclusivity rates by providing basic Breastfeeding information, encouragement, and appropriate referrals at specific intervals, primarily through an LPHA Peer Counselor, to pregnant and Breastfeeding Participants who are participating in the BFPC Program.

**2. Definitions Specific to BFPC Services.**

In addition to the definitions in Section A.2. of this Program Element, the following terms used in this Section C. shall have the meanings assigned below, unless the context requires otherwise:

- a. **Assigned Peer Counseling Caseload:** Assigned Peer Counseling Caseload for LPHA, which is set out in the OHA, Public Health Division financial assistance award document, and is determined by OHA using the WIC Peer Counseling funding formula (approved by CLHO MCH and CLHO Executive Committee December 2004 and re-approved as written August 2007). This Assigned Peer Counseling Caseload is used as a standard to measure LPHA’s peer counseling Caseload management performance and is used in determining peer counseling funding for LPHA.
- b. **BFPC Participant:** A WIC Participant enrolled in the BFPC Program.
- c. **BFPC Coordinator:** An LPHA staff person who supervises (or if the governing collective bargaining agreement or local organizational structure prohibits this person from supervising staff, mentors and coaches and directs the work of BFPC Peer Counselors and manages the delivery of the BFPC Services at the local level according to the WIC Manual. The BFPC Coordinator must be a Board Certified Lactation Consultant (IBCLC).

- d. **Peer Counseling Caseload:** For any month, the sum of the actual number of Participants assigned to a Peer Counselor.
- e. **Peer Counselor:** A peer support person with LPHA who meets the qualifications as stated in the WIC Manual and provides basic Breastfeeding information and encouragement to pregnant Participants and Breastfeeding Participants who are participating in the BFPC program.
- f. **State BFPC Project Coordinator:** An OHA staff person who coordinates and implements the BFPC Services for Oregon.

**3. Procedural and Operational Requirements of the BFPC Services.**

All BFPC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

**a. Staffing Requirements and Staff Qualifications.**

- (1) LPHA must provide a BFPC Coordinator who meets the qualifications set forth in the WIC Manual and who will spend an adequate number of hours per week managing the delivery of BFPC Services and supervising/mentoring/coaching the Peer Counselor(s). The average number of hours spent managing the delivery of BFPC Services will depend upon the LPHA’s Assigned Peer Counseling Caseload and must be sufficient to maintain Caseload requirements specified in the WIC Manual.
- (2) LPHA shall recruit and select Participants from its community who meet the selection criteria in the WIC Manual to serve as Peer Counselors.

**b. General BFPC Service Requirements**

- (1) **WIC Manual Compliance:** All BFPC Services funded under this Agreement must comply with all state and federal requirements specified in the WIC Manual and the All States Memorandum (ASM) 04-2 Breastfeeding Peer Counseling Grants/Training.
- (2) **Confidentiality:** Each Peer Counselor must abide by federal, state and local statutes and regulations related to confidentiality of BFPC Participant information.
- (3) **Job Parameters and Scope of Practice:** The LPHA position description, selection requirements, and scope of practice for Peer Counselor(s) must be in accordance with the WIC Manual.
- (4) **Required Documentation:** LPHA must document BFPC Participant assignment to a Peer Counselor in TWIST. LPHA must assure that all Peer Counselors document all contact with BFPC Participants according to the WIC Manual.
- (5) **Referring:** LPHA must develop and maintain a referral protocol for the Peer Counselor(s) and a list of lactation referral resources, specific to their agency and community.
- (6) **Provided Training:** LPHA must assure that Peer Counselors receive new employee orientation and training in their scope of practice, including elements described in the WIC Manual.
- (7) **Conference Calls:** LPHA must assure that the BFPC Coordinator(s) participates in periodic conference calls sponsored by OHA.

- (8) **Frequency of Contact with Participant:** LPHA must follow the minimum requirements as stated in the WIC Manual specifying the type, the number and the timing of BFPC Participant notifications, and the number and type of interventions included in a Peer Counselor’s Assigned Caseload.
- (9) **Plan Development:** LPHA must develop a plan as described in the WIC Manual to assure that the delivery of BFPC Services to BFPC Participants is not disrupted in the event of Peer Counselor attrition or long-term absence.
- (10) **Calculation of BFPC Services Time:** LPHA staff time dedicated to providing BFPC Services must not be included in the regular WIC quarterly time studies described in Section A.6.b. above.
- (11) **Counting of BFPC Services Expenditures:** LPHA must not count expenditures from the BFPC Services funds towards meeting either its LPHA Breastfeeding promotion and support targets or its one-sixth Nutrition Education requirement.
- (12) **Monitoring.** OHA will do a review of BFPC Services as part of its regular WIC Services review of LPHA once every two years. OHA will conduct quarterly reviews of Peer Counseling Caseload. LPHA must cooperate with such OHA monitoring.

**4. Performance Measures:**

- a. LPHA must serve at least 97% of its Assigned BFPC Peer Counseling Caseload over any twelve-month period.
- b. OHA reserves the right to adjust its award of BFPC Funds, based on LPHA performance in meeting Assigned Peer Counseling Caseload.

**5. Reporting Obligations and Periodic Reporting Requirements.**

In addition to the reporting obligations set forth in Exhibit E, Section 6 of this Agreement, LPHA must submit the following reports:

- a. A quarterly expenditure report detailing BFPC Services expenditures approved for personal services, services and support, and capital outlay in accordance with the WIC Manual.
- b. A quarterly activity report summarizing the BFPC Services provided by LPHA, as required by the WIC Manual



**Program Element #42: Maternal, Child and Adolescent Health (MCAH) Services**

**OHA Program Responsible for Program Element:**

Public Health Division/Center for Health Prevention & Health Promotion/Maternal and Child Health Section

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Maternal, Child and Adolescent Health (MCAH) Services.

**General Description.** Funding provided under this Agreement for this Program Element shall only be used in accordance with and subject to the restrictions and limitations set forth below and the Federal Title V Maternal and Child Health Block Grant Services (Title V) to provide the following services:

- a. Title V MCH Block Grant Services;
- b. Perinatal, Child and Adolescent Health General Fund Preventive Health Services;
- c. Oregon Mothers Care (OMC) Services; and
- d. MCH Public Health Nurse Home Visiting Services (Babies First!, Nurse Family Partnership).

If funds awarded for MCAH Services, in the Financial Assistance Award located in Exhibit C to this Agreement, are restricted to a particular MCAH Service, those funds shall only be used by LPHA to support delivery of that specific service. All performance by LPHA under this Program Element, including but not limited to reporting obligations, shall be to the satisfaction of OHA.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in the Issue Date section of Exhibit C, Financial Assistance Award unless otherwise noted in the Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to Maternal, Child and Adolescent Health (MCAH) Services.**

- a. **Title V MCH Block Grant Services:** The purpose of Title V MCH Block grant is to provide a foundation for ensuring the health of the Nation’s mothers, women, children, and youth. Services delivered using Federal Title V MCH funding will comply with Federal Title V MCH statute and Oregon’s Title V MCH implementation guidance, and address Oregon’s Title V priorities.
- b. **Perinatal, Child and Adolescent Health General Fund Preventive Health Services:** Activities, functions, or services that support the optimal health outcomes for people during the perinatal time period, infants, children and adolescents.
- c. **OMC Services:** Referral services to prenatal care and related services provided to pregnant people as early as possible in their pregnancies, with the goal of improving access to early prenatal care services in Oregon. OMC Services shall include an ongoing outreach campaign, utilization of the statewide toll-free 211 Info telephone hotline system, and local access sites to assist women to obtain prenatal care services.
- d. **MCH Public Health Nurse Home Visiting Services (Babies First!, Nurse Family Partnership):** The primary goal of MCH Public Health Nurse Home Visiting Services are to strengthen families and improve the health status of perinatal people, caregivers, and children. Services are delivered or directed by public health nurses (PHNs) and are provided during home visits.

3. **Alignment with Modernization Foundational Programs and Foundational.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

a. **Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)**

Program Components	Foundational Program				Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i> <i>X = Other applicable foundational programs</i>					<i>X = Foundational capabilities that align with each component</i>						
<b>(Component 1) Title V MCH Block Grant Services</b>		*		X X	X	X	X	X	X	X	X
<b>(Component 2) Perinatal, Child and Adolescent Health General Fund Preventive Health Services</b>		*		X X		X	X	X		X	
<b>(Component 3) Oregon Mothers Care Services</b>		*		X X		X	X	X		X	
<b>(Component 4) MCH PHN Home Visiting Services</b>		*		X X		X	X	X		X	

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Not Applicable

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Not Applicable

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. **General Requirements**

- (1) **Data Collection.** LPHA must provide MCAH client data, in accordance with Title V Section 506 [42 USC 706], further defined by Federal Guidance, to OHA with respect to each individual receiving any MCAH Service supported in whole or in part with MCAH Service funds provided under this Agreement.
- (2) MCAH Services must be implemented with a commitment to racial equity as demonstrated by the use of policies, procedures and tools for racial equity and cultural responsiveness.
- (3) **Funding Limitations.** Funds awarded under this Agreement for this Program Element and listed in the Exhibit C, Financial Assistance Award must be used for services or activities described in this Program Element according to the following limitations:

(a) **MCAH Title V (PE42-11):**

- i. Funds are designated for services for women, infants, children, and adolescents less than 21 years of age (Title V, Section 505 [42 USC 705(a)(3)(A)]).
- ii. Title V funds shall not be used as match for any federal funding source.
- iii. Title V funds must be used for services that support federal or state-identified Title V MCAH priorities as outlined in section.
- iv. LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Program Element, indirect costs are defined as “costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs.” These costs include, but are not limited to, “costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc.” in accordance with Title V, Section 504 [42 USC 704(d)].

(b) **MCAH General Funds and Title XIX Child Adolescent Health (CAH) General Funds (PE42-03):** Funds must be used for public health services for people during the perinatal period (one year prior to conception through two years postpartum), infants, children or adolescents.

(c) **MCAH Babies First! General Funds (PE42-04):** Funds are limited to expenditures for MCH PHN Home Visiting Services (Babies First!, Nurse Family Partnership).

(d) **MCAH Oregon Mother’s Care Title V (PE42-12):** Funds must be used for implementing OMC.

- i. Funds are designated for services for women, infants, children, and adolescents less than 21 years of age (Title V, Section 505 [42 USC 705(a)(3)(A)]).
- ii. Title V funds shall not be used as match for any federal funding source.
- iii. Title V funds must be used for services that support federal or state-identified Title V MCAH priorities as outlined in section.

iv. LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Program Element, indirect costs are defined as “costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs.” These costs include, but are not limited to, “costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc.” in accordance with Title V, Section 504 [42 USC 704(d)].

b. **Title V MCH Block Grant Services.** All Title V MCH Block Grant Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

(1) **Medicaid Application.** Title V of the Social Security Act mandates that all maternal and child health-related programs identify and provide application assistance for pregnant women and children potentially eligible for Medicaid services. LPHA must collaborate with OHA to assure Medicaid application assistance to pregnant women and children who receive MCAH Services supported in whole or in part with funds provided under this Agreement for this Program Element and who are potentially eligible for Medicaid services, according to Title V Section 505 [42 USC 705].

(2) LPHA must submit an annual plan for use of Title V funds, demonstrating how Title V funds support activities directly related to Oregon’s Title V Priorities as operationalized by the Title V online reporting form. The Title V Plan shall include:

- (a) Rationale for priorities selected reflecting the health needs of the MCAH population;
- (b) Strategies, measures and timelines that coordinate with and support Oregon’s Title V priorities, strategies and Action Plan;
- (c) Plan to measure progress and outcomes of the Title V funded activities;
- (d) Prior year use of Title V funds; and
- (e) Projected use of Title V funds and other funds supporting the Title V annual plan.

(3) LPHA must provide Title V MCH Block Grant Services administered or approved by OHA that support optimal health outcomes for women, infants, children, adolescents, and families. Title V MCH Block Grant Services include strategies and activities aligned with:

Oregon’s current Title V MCH Block Grant Application including:

- (a) Oregon’s Title V MCH national and state-specific priorities and performance measures based on findings of Oregon’s 5 year Title V MCH Block Grant Needs Assessment as defined across six population domains: Maternal/Women’s health, Perinatal/Infant Health, Child Health, Children and Youth with Special Healthcare Needs, Adolescent Health, Cross- Cutting or Systems.
- (b) Oregon’s evidence-based/informed Title V strategies and measures
- (c) Other MCAH Services identified through the annual plan and approved by OHA (up to 20% of Title V funding).

c. Perinatal, Child and Adolescent Health General Fund Preventive Health Services.

- (1) State MCAH Perinatal, Child and Adolescent Health General Fund work may be used to address the following:
  - (a) Title V MCH Block Grant Services as described above.
  - (b) Preconception health services such as screening, counseling and referral for safe relationships, domestic violence, alcohol, substance and tobacco use and cessation, and maternal depression and mental health.
  - (c) Perinatal health services such as MCH Public Health Nurse Home Visiting Services, Oregon Mothers Care (OMC) Services, Oral Health; or other preventive health services that improve pregnancy outcomes and health.
  - (d) Infant and child health services such as MCH Public Health Nurse Home Visiting Services, child care health consultation, Sudden Infant Death Syndrome/Sudden Unexplained Infant Death follow-up, Child Fatality Review/Child Abuse Multi- Disciplinary Intervention, Early Hearing Detection and Intervention follow-up, oral health including dental sealant services; or other health services that improve health outcomes for infants and young children; and
  - (e) Adolescent health services such as School-Based Health Centers; teen pregnancy prevention; or other adolescent preventive health services that improve health outcomes for adolescents.

d. **OMC Services.** All OMC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

- (1) LPHA must designate a staff member as its OMC Coordinator to work with OHA on developing a local delivery system for OMC Services. LPHA’s OMC Coordinator must work closely with OHA to promote consistency around the state in the delivery of OMC Services.
- (2) LPHA must follow the OMC Protocols, as described in OHA’s Oregon Mothers Care Manual provided to LPHA and its locations at which OMC Services are available, when providing OMC Services such as outreach and public education about the need for and availability of first trimester prenatal care, home visiting, prenatal care, including dental care, and other services as needed by pregnant people.
- (3) As part of its OMC Services, LPHA must develop and maintain an outreach and referral system and partnerships for local prenatal care and related services.
- (4) LPHA must assist all people seeking OMC Services in accessing prenatal services as follows:
  - (a) Provide follow up services to clients and people who walk in or are referred to the OMC Site by the 211 Info and other referral sources; inform these individuals of the link to the local prenatal care provider system; and provide advocacy and support to individuals in accessing prenatal and related services.
  - (b) Provide facilitated and coordinated intake services and referral to the following services: Clinical Prenatal Care (CPC) Services (such as pregnancy testing, counseling, Oregon Health Plan (OHP) application assistance, first prenatal care

appointment); MCH Home Visiting Services); WIC Services; screening for health risks such as Intimate Partner Violence, Smoking, Alcohol and other Drug use; other pregnancy support programs; and other prenatal services as needed.

- (5) LPHA must make available OMC Services to all pregnant people within the county. Special outreach shall be directed to low-income people and people who are members of racial and ethnic minorities or who receive assistance in finding and initiating CPC. Outreach includes activities such as talks at meetings of local minority groups, exhibits at community functions to inform the target populations, and public health education with a focus on the target minorities. Low-income is defined as having an annual household income which is 190% or less of the federal poverty level (“FPL”) for an individual or family.
- (6) LPHA must make available to all low-income pregnant people and all pregnant people within the county who are members of racial and ethnic minorities assistance in applying for OHP coverage and referrals to additional perinatal health services.
- (7) LPHA must designate a representative who shall attend OMC site meetings conducted by OHA.

**e. MCH PHN Home Visiting Services (Babies First!, and Nurse Family Partnership) Services.** All Babies First!/Nurse Family Partnership Services supported in whole or in part with funds provided under this Agreement for this Program Element must be delivered in accordance with the following procedural and operational requirements.

- (1) Staffing Requirements and Staff Qualifications
  - (a) Babies First!
    - i. LPHA must designate a staff member as its Babies First! Supervisor or Babies First! Lead to fulfill the duties described in the Babies First! Program Guidance provided by the Maternal and Child Health Section.
    - ii. Babies First! Services must be delivered by or under the direction of a RN/PHN. Minimum required staffing is .5 FTE RN/PHN with a required minimum caseload of 20. RN/PHN BSN staff are preferred but not required.
    - iii. If a local program is unable to meet the minimum staffing or caseload requirement, a variance request completed in consultation with an MCH Nurse Consultant and approved by an MCH Section manager must be in place.
    - iv. If a local program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the staffing and supervision agreements.
  - (b) Nurse Family Partnership: LPHA must designate a staff member as its Nurse Family Partnership Supervisor. If the Nurse Family Partnership program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the supervision agreements.

- (2) Activities and Services
  - (a) Babies First!: services may be provided to eligible perinatal people, infants and children through four years of age who have one or more risk factors for poor health or growth and development outcomes. Services may also be provided to a parent or primary caregiver of an eligible child. Services must be delivered in accordance with Babies First! Program Guidance provided by the Maternal and Child Health Section.
  - (b) Nurse Family Partnership: Services must be delivered in accordance with Nurse Family Partnership model elements and LPHA contract with the Nurse Family Partnership National Service Office.
- (3) Nursing Practice. All PHNs working in the Babies First! or Nurse Family Partnership programs must adhere to nursing practice standards as defined by the Oregon State Board of Nursing.
- (4) Targeted Case Management. If the LPHA, as a provider of Medicaid services, chooses to bill for Targeted Case Management-eligible services, the LPHA must comply with the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410-138-0390.
- (5) Early Hearing Detection and Intervention (EHDI) Notifications: Babies First!/Family Connects Oregon/Nurse Family Partnership Services must receive notifications made by OHA for Early Hearing Detection and Intervention as described in ORS 433.321 and 433.323 and report back to OHA on planned follow-up.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. **Reporting Requirements.**

a. **Reporting Obligations and Periodic Reporting Requirements for MCAH Services.**

Title V Block Grant Services

A report on the prior year’s annual plan must be submitted by September 30 of every year.

If LHA provides MCH PHN Home Visiting Services using these funds, see reporting obligations for MCH PHN Home Visiting services.

b. **Reporting Obligations and Periodic Reporting Requirements for State Perinatal Child and Adolescent Health General Funds**

If LHA provides MCH PHN Home Visiting services using these funds, see reporting obligations for MCH PHN Home Visiting Services.

- c. **Reporting Obligations and Periodic Reporting Requirements for OMC Services.** LPHA must collect and submit client encounter data quarterly using the Web-based Interface Tracking System (WTI) on individuals who receive OMC Services supported in whole or in part with funds provided under this Agreement. LPHA must ensure that their quarterly data is entered into WTI, cleaned and available for analysis to OHA on a quarterly basis. Sites may use the OMC client tracking forms approved by OHA prior to entering their data into WTI.
- d. **Reporting Obligations and Periodic Reporting Requirements for MCH PHN Home Visiting Services (Babies First! and Nurse Family Partnership Services).**
  - (1) For all individuals who receive MCH PHN Home Visiting Services, LPHA must ensure that Supervisors and Home Visitors collect required data on client visits and enter it into the state- designated data system in a timely manner that is aligned with expectations defined by each program and within no more than thirty (30) business days of visiting the client and 45 days of case closure.
  - (2) LPHA must take all appropriate steps to maintain client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations.

**7. Performance Measures.**

LPHA must operate the Title V funded work under this Program Element in a manner designed to make progress toward achieving Title V state and national performance measures as specified in Oregon’s MCH Title V Block Grant annual application/report to the DHHS Maternal and Child Health Bureau.



**Program Element #43: Public Health Practice (PHP) Immunization Services**

**OHA Program Responsible for Program Element:**

Public Health Division/Center for Public Health Practice, Immunization Section

**1. Description.**

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Immunization Services.

Routine immunization services are provided in the community to prevent and mitigate vaccine-preventable diseases for all people by reaching and maintaining high lifetime immunization rates. Immunization services funded under this Agreement include population-based services including public education, enforcement of school immunization requirements, and technical assistance for healthcare providers that provide vaccines to their client populations; as well as vaccine administration to underserved populations that lack access to vaccination with an emphasis on ensuring equity in service delivery.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date of Exhibit C Financial Assistance Award unless otherwise noted in Exhibit C of the Financial Assistance Award.

**2. Definitions Specific to Immunization Services.**

- a. **ALERT IIS:** OHA’s statewide immunization information system.
- b. **Billable Doses:** Vaccine doses given to individuals who opt to pay out of pocket or are insured for vaccines.
- c. **Case Management:** An individualized plan for securing, coordinating, and monitoring disease-appropriate treatment interventions.
- d. **Centers for Disease Control and Prevention or CDC:** Federal Centers for Disease Control and Prevention.
- e. **Electronic Health Record (EHR) or Electronic Medical Record (EMR):** a digital version of a patient’s paper medical chart.
- f. **Exclusion Orders:** Legal notification to a parent or guardian of their child’s noncompliance with the School/Facility Immunization Law.
- g. **Forecasting:** Determining vaccines due for an individual, based on immunization history and age.
- h. **HBsAg Screening:** Testing to determine presence of Hepatitis B surface antigen, indicating the individual carries the disease.
- i. **IQIP, Immunization Quality Improvement for Providers:** A continuous quality improvement process developed by CDC to improve clinic immunization rates and practices.
- j. **IRIS System:** An electronic system developed and maintained by OHA used by LPHAs to issue exclusion orders and report school- and child care site-specific data.
- k. **Oregon Vaccine Stewardship Statute:** State law requiring all state supplied vaccine providers to:
  - (1) Submit all vaccine administration data, including dose level eligibility codes, to ALERT IIS;
  - (2) Use ALERT IIS ordering and inventory modules; and

(3) Verify that at least two employees have current training and certification in vaccine storage, handling, and administration, unless exempt under statute.

- l. **Orpheus:** An electronic communicable disease database and surveillance system intended for local and state public health epidemiologists and disease investigators to manage communicable disease reporting.
- m. **Public Provider Agreement and Profile:** Signed agreement a between OHA and LPHA that receives State-Supplied Vaccine/IG. Agreement includes clinic demographic details, program requirements and the number of patients vaccinated.
- n. **Section 317:** Funding that provides no cost vaccine to individuals who meet eligibility requirements based on insurance status, age, risk factors, and disease exposure.
- o. **Service Area:** Geographic areas in Oregon served by immunization providers.
- p. **Vaccine Access Program (VAP):** Vaccine or Immune Globulin provided by the OHA procured with federal and state funds.
- q. **Surveillance:** The routine collection, analysis and dissemination of data that describe the occurrence and distribution of disease, events or conditions.
- r. **Vaccine Adverse Events Reporting System or VAERS:** Federal system for reporting adverse events following vaccine administration.
- s. **Vaccine Eligibility:** An individual’s eligibility for vaccine/IG based on insurance coverage for immunization.
- t. **Vaccines for Children (VFC) Program:** A Federal entitlement program providing no-cost vaccines to children 0 through 18 years who are:
  - (1) American Indian/Alaskan Native; or,
  - (2) Uninsured; or,
  - (3) Medicaid-enrolled; or,
  - (4) Underinsured and are served in Federally Qualified Health Centers (FQHC) or Rural Health Centers (RHC); or,
  - (5) Underinsured and served by LPHAs.
- u. **Vaccine Site Visit:** An on-site visit conducted at least every two years to ensure compliance with state and federal immunization requirements.
- v. **Vaccine Information Statement or VIS:** Federally-required patient handouts produced by CDC with information about the risks and benefits of each vaccine.

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.**

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

**a. Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i> <i>X = Other applicable foundational programs</i>					<i>X = Foundational capabilities that align with each component</i>							
<b>Vaccines for Children Program Enrollment</b>					*		X					X
<b>Oregon Vaccine Stewardship Statute</b>					*	X						
<b>Vaccine Management</b>					*							X
<b>Billable Vaccine/IG</b>					*		X					
<b>Vaccine Administration</b>					*							X
<b>Immunization Rates, Outreach and Education</b>				*			X					
<b>Tracking and Recall</b>				*					X			
<b>Surveillance of Vaccine-Preventable Diseases</b>	*								X			
<b>Adverse Events Following Immunizations</b>					*							
<b>Perinatal Hepatitis B Prevention, Screening and Documentation</b>	*								X			
<b>School/Facility Immunization Law</b>				*					X			

**b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

- Two-year-old vaccination rates
- Adult influenza vaccination rates for ages 65+

**c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

- Demonstrated use of data to identify population(s) of focus.
- Demonstrated actions to improve access to influenza vaccination for residents of long-term care facilities (LTCFs).
- Demonstrated actions with health care providers or pharmacists to improve access to vaccination.
- Increase in the percent of health care providers participating in the Immunization Quality Improvement Program (IQIP).
- Demonstrated outreach and educational activities conducted with community partners.

**4. Procedural and Operational Requirements.**

By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

**a. Vaccine Access Program OR Vaccines for Children Program Enrollment.** LPHA must maintain enrollment as an active VAP provider or VFC Provider to assure access to clinical immunization services in the jurisdiction.

If LPHA contracts out for clinical services, LPHA must ensure that Subcontractor maintains enrollment as an active VFC Provider or Vaccine Access Provider. All subcontracts must include assurance of vaccine access to persons who are unable to receive needed vaccines in a timely manner.

**b. Oregon Vaccine Stewardship Statute.** LPHA must comply with all sections of the Oregon Vaccine Stewardship Statute.

**c. Vaccine Management.**

- (1) LPHA must conduct a monthly, physical inventory of all vaccine storage units and must reconcile their inventory in ALERT IIS. Inventory files must be kept for a minimum of three years.
- (2) LPHA must submit vaccine orders according to the tier assigned by the OHA’s Immunization Program.

**d. Billable Vaccine/IG.**

- (1) OHA will bill LPHA quarterly for Billable Doses of vaccine.
- (2) OHA will bill the published price in effect at the time the vaccine dose is administered.
- (3) LPHA may not charge or bill a patient more for the vaccine than the published price.
- (4) Payment is due 30 days after the invoice date.

**e. Vaccine Administration.**

- (1) Section 317 vaccines may only be administered to recipients determined to be eligible according to the most current vaccine eligibility chart, available at <https://www.oregon.gov/oha/PH/PREVENTIONWELLNESS/VACCINESIMMUNIZATION/IMMUNIZATIONPROVIDERRESOURCES/Documents/317chart.pdf>.
- (2) In connection with the administration of a vaccine, LPHA must:
  - (a) Confirm that a recipient, parent, or legal representative has read, or has had read to them, the VIS and has had their questions answered prior to the administration of the vaccine.
  - (b) Make the VIS available in other languages or formats when needed (e.g., when English is not a patient's primary language or for those needing the VIS in braille.)
  - (c) Provide to the recipient, parent or legal representative, documentation of vaccines received at visit. LPHA may provide a new immunization record or update the recipient's existing handheld record.
  - (d) Screen for contraindications and precautions prior to administering vaccine and document that screening has occurred.
  - (e) Document administration of an immunization using a vaccine administration record or electronic equivalent, including all federally-required charting elements. (Note- ALERT IIS does not record all federally-required elements and cannot be used as a replacement for this requirement.)
  - (f) If LPHA documents vaccine administration electronically, LPHA must demonstrate the ability to override a VIS date in their EHR system to record the actual publication date.
  - (g) Comply with state and federal statutory and regulatory retention schedules, available for review at <https://sos.oregon.gov/archives/Documents/recordsmgmt/sched/schedule-health-public.pdf>, or OHA's office located at 800 NE Oregon St, Suite 370, Portland, OR 97232.
  - (h) Comply with Vaccine Billing Standards. See Attachment 1 to this Program Element, incorporated herein by this reference.

**f. Immunization Rates, Outreach and Education.**

- (1) OHA will provide annually to LPHA their IQIP rates and other population-based county rates.
- (2) Using a template provided by OHA and agreed upon by CLHO, LPHA will complete an annual outreach workplan by selecting from OHA-suggested activities or creating their own.
- (3) LPHA must, during the state fiscal year, design and implement two educational or outreach activities in their Service Area (either singly or in collaboration with other community and service provider organizations) designed to increase access to clinical immunization services.
- (4) Activities should be designed to serve communities with limited access to immunization services or groups placed at increased risk of severe disease outcomes.

**g. Tracking and Recall.**

- (1) LPHA must Forecast immunizations due for clients requiring Immunization Services using the ALERT IIS electronic Forecasting system or equivalent system compliant with the Clinical Decision Support for Immunization standards published by the CDC.
- (2) LPHA must cooperate with OHA to recall a client if a dose administered by LPHA to such client is found by LPHA or OHA to have been mishandled and/or administered incorrectly, thus rendering such dose invalid.

**h. Surveillance of Vaccine-Preventable Diseases.** LPHA must conduct Surveillance within its Service Area in accordance with the Communicable Disease Administrative Rules, the Investigation Guidelines for Notifiable Diseases, the Public Health Laboratory User’s Manual, and the Model Standing Orders for Vaccine, available for review at:

<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease>  
<http://public.health.oregon.gov/LaboratoryServices><http://public.health.oregon.gov/PreventionWellness/VaccinesImmunization/ImmunizationProviderResources/Pages/provresources.aspx>

**i. Adverse Events Following Immunizations.**

LPHA must complete and electronically file a VAERS form if:

- (1) An adverse event following immunization administration occurs, as listed in "Reportable Events Following Immunization", available for review at <http://vaers.hhs.gov/professionals/index#Guidance1>
- (2) An event occurs that the package insert lists as a contraindication to additional vaccine doses.
- (3) OHA requests a follow-up report to an earlier reported adverse event; or
- (4) Any other event LPHA believes to be related directly or indirectly to the receipt of any vaccine administered by LPHA or others occurs within 30 days of vaccine administration and results in either the death of the person or the need for the person to visit a licensed health care provider or hospital.

**j. Perinatal Hepatitis B Prevention, Screening and Documentation**

- (1) LPHA must provide Case Management services to all confirmed or suspect HBsAg-positive mother-infant pairs identified by LPHA or OHA in LPHA’s Service Area.
- (2) Case Management will be performed in accordance with the Perinatal Hepatitis B Prevention Program Guidelines posted on the OHA website at <https://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Documents/hepbperi.pdf> and must include, at a minimum:
  - (a) Screen for HBsAg status or refer to a health care provider for screening of HBsAg status, all pregnant women receiving prenatal care from public prenatal programs.
  - (b) Work with birthing hospitals within LPHA’s Service Area when maternal screening and documentation of hepatitis B serostatus in the Electronic Birth Registration System drops below 95%.
  - (c) Work with birthing hospitals within LPHA’s Service Area when administration of the birth dose of hepatitis B vaccine drops below 80% as reported in the Electronic Birth Registration System.
  - (d) Ensure that laboratories and health care providers promptly report HBsAg-positive pregnant women to LPHA.

- (e) Provide Case Management services to HBsAg-positive mother-infant pairs to track administration of hepatitis B immune globulin, hepatitis B vaccine doses and post-vaccination serology.
- (f) Provide HBsAg-positive mothers with initial education and referral of all susceptible contacts for hepatitis B vaccination.

**k. School/Facility Immunization Law**

- (1) LPHA must comply with the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284, available for review at [https://www.oregonlegislature.gov/bills\\_laws/ors/ors433.html](https://www.oregonlegislature.gov/bills_laws/ors/ors433.html) and Oregon Administrative Rules 333-050-0140, available for review at [https://secure.sos.state.or.us/oard/displayDivisionRules.action%3bJSESSIONID\\_OARD=2rAGjMwAFKyKGiwIdp\\_03oUv7xaI6kjlhXdVWS78XLgPdYNa0jj7%21479495115?selecteDivision=1265](https://secure.sos.state.or.us/oard/displayDivisionRules.action%3bJSESSIONID_OARD=2rAGjMwAFKyKGiwIdp_03oUv7xaI6kjlhXdVWS78XLgPdYNa0jj7%21479495115?selecteDivision=1265)
- (2) LPHA must take orders for and deliver Certificate of Immunization Status (CIS) forms to schools and children’s facilities located in their jurisdiction. Bulk orders of CIS forms will be provided to the LPHA by the state.
- (3) LPHA must cover the cost of mailing/shipping all Exclusion Orders to parents and to schools, school-facility packets which are materials for completing the annual school/facility exclusion process as required by the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284 and the administrative rules promulgated pursuant thereto, which can be found at [https://secure.sos.state.or.us/oard/displayDivisionRules.action%3bJSESSIONID\\_OARD=2rAGjMwAFKyKGiwIdp\\_03oUv7xaI6kjlhXdVWS78XLgPdYNa0jj7%21479495115?selecteDivision=1265](https://secure.sos.state.or.us/oard/displayDivisionRules.action%3bJSESSIONID_OARD=2rAGjMwAFKyKGiwIdp_03oUv7xaI6kjlhXdVWS78XLgPdYNa0jj7%21479495115?selecteDivision=1265).
- (4) LPHA may use electronic mail as an alternative or an addition to mailing/shipping if the LPHA has complete electronic contact information for all schools and children’s facilities and can confirm receipt of materials.
- (5) LPHA must complete an annual Immunization Status Report that contains the immunization levels for attendees of: certified childcare facilities; preschools; Head Start facilities; and all schools within LPHA’s Service Area. LPHA must submit this report to OHA no later than 23 days after the third Wednesday of February of each year in which LPHA receives funding for Immunization Services under this Agreement. Completion of Primary and Follow Up Tab data entry for all sites in the LPHA Service Area fulfills this requirement.

**l. Affordable Care Act Grants/Prevention and Public Health Project Grants**

- (1) If one-time only funding becomes available, LPHA may opt in by submitting an application outlining activities and timelines. The application is subject to approval by the OHA Immunization Program.

**5. General Revenue and Expense Reporting.**

LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

<b>Fiscal Quarter</b>	<b>Due Date</b>
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

**6. Reporting Requirements.**

- a. LPHA will submit an annual outreach workplan using a template provided by OHA and approved by CLHO.
- b. LPHA must submit vaccine orders according to the ordering tier assigned by OHA.
- c. If LPHA is submitting vaccine administration data electronically to ALERT IIS, LPHA must electronically flag clients who are deceased or have moved out of the Service Area or the LPHA jurisdiction.
- d. LPHA must complete and submit an Immunization Status Report as required in Section 4.1.(4) of this Program Element.
- e. LPHA must submit a written corrective action plan to address any compliance issues identified at the triennial review site visit.

**7. Performance Measures.**

- a. If LPHA provides Case Management to 5 births or more to HBsAg-positive mothers annually LPHA must ensure that 90% of babies receive post-vaccination serology by 15 months of age. If LPHA’s post-vaccination serology rate is lower than 90% LPHA must increase the percentage of babies receiving post-vaccination serology by at least one percentage point.
- b. LPHA must achieve VFC vaccine accounting excellence in all LPHA-operated clinics in the most recent quarter. Clinics achieve vaccine accounting excellence by:
  - (1) Accounting for 95% of all vaccine inventory in ALERT IIS.
  - (2) Reporting fewer than 5% of accounted for doses as expired, spoiled or wasted during the quarter.
  - (3) Recording the receipt of vaccine inventory in ALERT IIS.
- c. LPHA must complete data entry into the IRIS system of 95% of Primary Review Summary follow-up reports (Sections E-H) from schools and children’s facilities within 21 days of the annual exclusion day and of exclusion orders 14 days prior to the exclusion day (excluding exclusion orders generated through a system other than IRIS). LPHA must follow the noncompliance steps outlined in OAR 333-050-0095 with any school or facility that does not submit a Primary Review Summary report.



Attachment 1

OREGON’S IMMUNIZATION BILLING STANDARDS

Standards for providing and billing for immunization services in Oregon’s Local Public Health Authorities (LPHAs)

Purpose: To standardize and assist in improving immunization billing practice

Guiding Principles

A modern LPHA understands their actual costs of doing business and dedicates resources to assuring continued financially viable operations. As such:

1. LPHAs should continually assess immunization coverage in their respective communities, assure that vaccine is accessible to all across the lifespan, and bill appropriately for services provided by the LPHA.
2. LPHAs who serve insured individuals should work to develop and continuously improve immunization billing capacity that covers the cost of providing services to those clients (e.g., develop agreements or contracts with health plans, set up procedures to screen clients appropriately, and bill vaccine administration fees that reflect the actual cost of services).
3. Public and private health plans should reimburse LPHAs for the covered services of their members, with vaccine serum and administration fees reimbursed at 100% of actual costs.
4. Each LPHA is uniquely positioned to assess the appropriate implementation of these standards. For example, Federally Qualified Health Centers (FQHCs) and Rural Health Clinics (RHCs) are obligated to follow a certain set of rules that may differ from these standards.
5. LPHAs that contract out some or all clinical immunization services should consider including these standards in their contracts as expectations of the contracted service provider.

Standards require that an LPHA that provides immunization services:

- Identify staff responsible for billing and contracting activities, dedicating at least a portion of one or more full-time equivalent (FTEs) positions to meet agency billing needs
- Determine vaccine administration fees based on the actual cost of service and document how fees were determined. For a fee calculator, see <https://www.oregon.gov/oha/PH/PREVENTIONWELLNESS/VACCINESIMMUNIZATION/IMMUNIZATIONPROVIDERRESOURCES/VFC/Documents/BillVacAdminCostFull.xlsm>.
- Charge the actual costs for vaccine administration fees for all clients and discount the fee(s) as needed by contract, rule, or internal policy approved by OIP
- Develop immunization billing policies and procedures that address:
  - Strategies to manage clients who require vaccines by state law, are not eligible for VFC or 317 and are unable to meet the cost of immunizations provided (out of network or unaffordable cost sharing)
  - The purchasing of privately owned vaccine and how fees are set for vaccine charges to the client
  - The appropriate charge for vaccine purchased from OIP, by including a statement that says, “We will not charge more than the OIP-published price for billable vaccine.”
  - Billing processes based on payor type (Medicaid/CCOs, private insurance, etc.), patient age, and vaccine eligibility
- With certain limited exceptions as published in vaccine eligibility charts, use no federally funded vaccine on insured clients, including adult Medicaid and all Medicare clients
- Identify and develop contracts or other appropriate agreements with relevant payors – including Coordinated Care Organizations (CCOs) to assure access to immunization services for insured members of the community
- Bill private and public health plans directly for immunization services, when feasible, rather than collecting fees from the client and having them submit for reimbursement
- Conduct regular quality assurance measures to ensure costs related to LPHA’s immunization services are being covered
- Work to assure access to immunizations for Medicare-eligible members of the community and, if access is poor, provide Medicare Part B and/or Part D vaccines, as needed, and bill appropriately to cover the cost

**Program Element #44: School-Based Health Centers (SBHC)**

**OHA Program Responsible for Program Element:**

Public Health Division/Center for Prevention & Health Promotion/ Adolescent Health, ScreenWise & Reproductive Health

**1. Description.**

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver School-Based Health Centers (SBHC) Services. SBHC Services must only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA’s SBHC funding formula.

Many school-aged youth do not routinely access preventive health care services due to barriers such as insurance, cost, transportation and concerns around confidentiality. According to the 2020 Oregon Student Health Survey, approximately 41% of 11<sup>th</sup> graders and 44% of 8<sup>th</sup> graders reported having not seen a doctor or nurse for a check-up in the last 12 months. SBHCs provide physical, mental and preventive health services to all students regardless of their ability to pay at an easily accessible location for students and families.

This Program Element and all changes to this Program Element are effective the first day of the month noted in Issue Date of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of the Exhibit C of the Financial Assistance Award.

**2. Definitions Specific to School-Based Health Centers.**

- a. **Biennium:** June 1 to June 30 of the specified years as set forth on the first page of this Agreement.
- b. **Culturally and Linguistically Responsive Services:** means the provision of effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy and other communication needs.
- c. **School-Based Health Center (“SBHC”):** has the meaning given the term in ORS 413.225
- d. **SBHC Standards for Certification:** In order to be certified as a SBHC, a SBHC must meet all requirements for certification in the SBHC Standards for Certification. SBHC Standards for Certification are found at:  
<http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Documents/SBHC%20Certification/SBHCstandardsforcertificationV4.pdf>

**3. Alignment with Modernization Foundational Programs and Foundational Capabilities.**

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at: [https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

**a. Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health Direct services	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i> <i>X = Other applicable foundational programs</i>					<i>X = Foundational capabilities that align with each component</i>							
<b>SBHC Standards for Certification Compliance</b>	X	X		X	*	X	X	X	X	X		
<b>Mental Health Expansion Grants</b>		X		X	*	X	X	X	X	X		
<b>School-Linked Telehealth Grant</b>		X		X	*	X	X	X	X	X		

**b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric, Health Outcome Measure:**

Not applicable

**c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric, Local Public Health Process Measure:**

Not applicable

**4. Procedural and Operational Requirements.**

By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a. Use funds provided under this Agreement for SBHC Services only to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA’s SBHC funding formula.
- b. Deliver all SBHC Services in accordance with OAR Chapter 333, Division 28, a copy of which is accessible on the Internet at <https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1243>
- c. The SBHC Standards for Certification including administrative, operations and reporting guidance, and minimum standards and requirements in the areas of: Certification Process, Sponsoring Agency, Facility, Operations/Staffing, Comprehensive Pediatric Care, Data Collection/Reporting, and Billing.

- d.** Provide oversight and technical assistance so that each SBHC in the LPHA's jurisdiction meets SBHC Certification Requirements as set forth in OAR 333-028-0220.
- e.** Assure to OHA that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the OHA's certification review cycle as set forth in OAR 333-028-0230.
- f.** This Section 4.f. is only applicable to LPHA if LPHA is selected to receive a Mental Health Expansion Grant from OHA. LPHA agrees to conduct Mental Health Expansion Grant activities in accordance with the following requirements:
- (1)** Use funds provided under this Agreement to support mental health staff capacity (FTE) within the school-based health center system. Funding can be used to support multiple positions within each SBHC. Funding must be used to provide Culturally and Linguistically Responsive Health Services that are inclusive and welcoming for youth from diverse backgrounds.
  - (2)** Use funds in compliance with the full list of SBHC Mental Health Expansion Grant award requirements that are posted on the OHA website:  
<https://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Pages/mh-expansion-grant.aspx>
- g.** This Section 4.g. is only applicable to LPHA if LPHA is selected to receive a School-Linked Telehealth Grant from OHA. LPHA agrees to conduct School-Linked Telehealth Grant activities in accordance with the following requirements:
- (1)** SBHC must be the distant site (i.e., where the provider is located) that provides telehealth in originating sites (i.e., where the patient is receiving the telehealth service) that are schools without SBHCs as outlined in HB 2591 (Chapter 619, Or Laws, 2021).
  - (2)** Funds provided under this Agreement must be used to support a School-Linked Telehealth Pilot Project by:
    - (a)** Supporting staffing, the purchase of technical equipment, costs associated with conducting a needs assessment, and/or supporting technical assistance related to School-Linked Telehealth Pilot planning and operations; and
    - (b)** Supporting increased school nurse capacity and offsetting costs incurred by the school district/educational service district's participation in the pilot project.
  - (3)** LPHA must participate in monthly technical assistance or learning collaborative calls with other School-Linked Telehealth Grantees and engage in evaluation planning and data collection with the OHA SBHC State Program Office (SPO).
- h.** This Section 4.h. is only applicable to LPHA if LPHA is selected to receive one-time funding from OHA. OHA occasionally provides one-time grant funding to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHCs. LPHA will be notified when these one-time grant funding opportunities become available.
- (1)** If one-time only funding becomes available, OHA will issue one-time funding guidance and LPHA may submit an application outlining activities, timeline and budget. The application is subject to approval by the OHA School-Based Health Center program.
  - (2)** If LPHA is awarded one-time grant funds, it will fulfill all activities and use funds in accordance with funding guidance and OHA-approved application and submit reports as prescribed by OHA.

**5. General Revenue and Expense Reporting.**

LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement each quarter of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

<b>Fiscal Quarter</b>	<b>Due Date</b>
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

**6. Reporting Requirements.**

- a. LPHA must submit client encounter data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification two times a year, no later than January 31 for the previous calendar year (July 1 – Dec 31) and no later than July 15 for the preceding service year (July 1 – June 30).
- b. LPHA must submit annual SBHC financial data via the SPO’s online Operational Profile in the form acceptable to OHA no later than October 1 for the preceding service year (July 1-June 30).
- c. LPHA must submit annual hours of operation and staffing via the SPO’s online Operational Profile in the form acceptable to OHA no later than October 1 for the current service year.
- d. LPHA must submit completed annual patient satisfaction survey data no later than June 30.
- e. LPHA must complete the triennial School-Based Health Alliance SBHC Census Survey. Current SBHC Census Survey timeline and details can be found at <http://www.sbh4all.org/>
- f. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must track data related to mental health encounters as outlined in the SBHC Standards for Certification.
- g. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must participate in check-in meetings (via phone or email) with the SPO and submit 3 mid-project reports and a final project report. OHA will work with the LPHA to schedule calls and supply the due date and required format for the reports.
- h. If LPHA received a School-Linked Telehealth Grant, LPHA must submit a mid-project report and a final project report. OHA will work with the LPHA to supply the due date and required format for the reports.

**7. Performance Measures.**

LPHA must submit annual SBHC KPM data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification no later than October 1 for the preceding service year (July 1 –June 30). The current list of KPMs can be found at:

<http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Pages/data-requirements.aspx>

**Program Element #50: Safe Drinking Water Program**

**OHA Program Responsible for Program Element:**

Public Health Division/Center for Health Protection/Drinking Water Services Section

**1. Description.**

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to ensure safe drinking water.

The purpose of the Safe Drinking Water Program is to provide services to public water systems that result in reduced health risk and increased compliance with drinking water monitoring and Maximum Contaminant Level (MCL) requirements. The Safe Drinking Water Program reduces the incidence and risk of waterborne disease and exposure of the public to hazardous substances potentially present in drinking water supplies. Services provided through the Safe Drinking Water Program include investigation of occurrences of waterborne illness, drinking water contamination events, response to emergencies, Water Quality Alerts, technical and regulatory assistance, inspection of water system facilities, and follow up of identified deficiencies. Safe Drinking Water Program requirements also include reporting of data to OHA, Public Health Division, Drinking Water Services (DWS) necessary for program management and to meet federal Environmental Protection Agency (EPA) Safe Drinking Water Act program requirements.

a. Funds provided under this Program Element are intended to enable LPHAs and the Department of Agriculture (hereafter referred to as “Partners”) to assume primary responsibility for the regulatory oversight of designated public water systems located within the Partners’ jurisdiction.

b. The work described herein is designed to meet the following EPA National Drinking Water Objective as follows:  
“91% of the population served by Community Water Systems will receive water that meets all applicable health-based drinking water standards during the year; and 90% of the Community Water Systems will provide water that meets all applicable health-based drinking water standards during the year.”

c. Public drinking water systems addressed in this Program Element include Community Water Systems, Non-Transient Non-Community Water System (NTNC), and Transient Non-Community Water Systems Water Systems (TNC), serving 3,300 or fewer people and using Groundwater sources only, or purchased surface water, and those activities specifically listed for OVS Systems using Groundwater sources only.

d. Partners are responsible for public water systems that purchase their water from other public water suppliers when the purchasing systems serve 3,300 or fewer people.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

**2. Definitions Specific to Safe Drinking Water Program**

a. **COMMUNITY WATER SYSTEM:** A public water system that has 15 or more service connections used by year-round residents, or that regularly serves 25 or more year-round residents.

b. **CONTACT REPORT:** A form provided by DWS to Partners to document contact with water systems.

c. **COLIFORM INVESTIGATION:** An evaluation to identify the possible presence of sanitary defects, defects in distribution system coliform monitoring practices, and the likely reason that the Coliform Investigation was triggered at the public water system.

- d. **DRINKING WATER SERVICES (DWS):** DWS is a program within OHA that administers and enforces state and federal safe drinking water quality standards for 3,600 public water systems in the state of Oregon. DWS prevents contamination of public drinking water systems by protecting drinking water sources; assuring that public water systems meet standards for design, construction, and operation; inspecting public water systems and assuring that identified deficiencies are corrected; providing technical assistance to public water suppliers; providing financial assistance to construct safe drinking water infrastructure; and certifying and training water system operators.
- e. **GROUNDWATER:** Any water, except capillary moisture, beneath the land surface or beneath the bed of any stream, lake, reservoir or other body of surface water within the boundaries of this state, whatever may be the geologic formation or structure in which such water stands, flows, percolates, or otherwise moves.
- f. **LEVEL 1 COLIFORM INVESTIGATION:** An investigation conducted by the water system or a representative thereof. Minimum elements of the investigation include review and identification of atypical events that could affect distributed water quality or indicate that distributed water quality was impaired; changes in distribution system maintenance and operation that could affect distributed water quality (including water storage); source and treatment considerations that bear on distributed water quality, where appropriate (for example, whether a Groundwater system is disinfected); existing water quality monitoring data; and inadequacies in sample sites, sampling protocol, and sample processing. Partners review sanitary defects identified and approves corrective action schedules.
- g. **LEVEL 2 COLIFORM INVESTIGATION:** An investigation conducted by Partners and is a more detailed and comprehensive examination of a water system (including the system's monitoring and operational practices) than a Level 1 Coliform Investigation. Minimum elements include those that are part of a Level 1 investigation and additional review of available information, internal and external resources, and other relevant practices. Sanitary defects are identified and a schedule for correction is established.
- h. **MAXIMUM CONTAMINANT LEVEL (MCL) VIOLATION:** MCL violations occur when a public water system's water quality test results demonstrate a level of a contaminant that is greater than the established Maximum Contaminant Level.
- i. **MONITORING OR REPORTING (M/R) VIOLATION:** Monitoring or Reporting violations occur when a public water system fails to take any routine samples for a particular contaminant or report any treatment performance data during a compliance period, or fails to take any repeat samples following a coliform positive routine or where the public water system has failed to report the results of analyses to DWS for a compliance period.
- j. **NON-TRANSIENT NON-COMMUNITY WATER SYSTEM (NTNC):** A public water system that is not a Community Water System and that regularly serves at least 25 of the same persons over 6 months per year.
- k. **OHA:** Oregon Health Authority
- l. **OREGON VERY SMALL (OVS): SYSTEM** A public water system serving 4-14 connections or 10-24 people during at least 60 days per year.
- m. **PARTNERS:** A Local Public Health Authority (LPHA) and the Oregon Department of Agriculture who are under contract to provide regulatory oversight of designated water systems on behalf of Oregon Health Authority Drinking Water Services.



- n. **PRIORITY DEFICIENCIES:** Deficiencies identified during Water System Survey that have a direct threat pathway to contamination or inability to verify adequate treatment include the following:
- Well: Sanitary seal or casing not watertight
  - Well: No screen on existing well vent
  - Spring: No screen on overflow
  - Spring: Spring box not impervious durable material
  - Spring: Access hatch / entry not watertight
  - Storage: No screened vent
  - Storage: Roof and access hatch not watertight
  - Storage: No flap valve, screen, or equivalent on overflow
  - Treatment (UV): No intensity sensor with alarm or shut-off
- o. **PRIORITY NON-COMPLIER (PNC):** Water systems with System Scores of 11 points or more.
- p. **PROFESSIONAL ENGINEER (PE):** A person currently registered as a Professional Engineer by the Oregon State Board of Examiners for Engineering and Land Surveying.
- q. **REGISTERED ENVIRONMENTAL HEALTH SPECIALIST (REHS):** A person currently registered as an Environmental Health Specialist by the Oregon Environmental Health Registration Board.
- r. **REGULATED CONTAMINANTS:** Drinking water contaminants for which Maximum Contaminant Levels, Action Levels, or Water Treatment Performance standards have been established under Oregon Administrative Rule (OAR) Chapter 333, Division 061.
- s. **SAFE DRINKING WATER INFORMATION SYSTEM (SDWIS):** USEPA's computerized safe drinking water information system database used by DWS.
- t. **SYSTEM SCORE:** A point-based value developed by USEPA, based on unaddressed violations for monitoring periods ending within the last five years, for assessing a water system's level of compliance.
- u. **TRANSIENT NON-COMMUNITY WATER SYSTEMS (TNC):** A public water system that serves a transient population of 25 or more persons.
- v. **USEPA or EPA:** United States Environmental Protection Agency.
- w. **WATER QUALITY ALERT:** A report generated by the SDWIS data system containing one or more water quality sample results from a public water system that exceed the MCL for inorganic, disinfection byproducts, or radiological contaminants, detection of any volatile or synthetic organic chemicals, exceeds one-half of the MCL for nitrate, any excursion minimum water quality parameters for corrosion control treatment, any positive detection of a microbiological contaminant, or any exceedance of lead or copper action levels.
- x. **WATER SYSTEM SURVEY:** An on-site review of the water source(s), facilities, equipment, operation, maintenance and monitoring compliance of a public water system to evaluate the adequacy of the water system, its sources and operations in the distribution of safe drinking water. Significant deficiencies are identified and a schedule for correction is established.

3. **Alignment with Modernization Foundational Programs and Foundational.**

The activities and services that the Partners have agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
<b>Emergency Response</b>	<b>X</b>		*					<b>X</b>			<b>X</b>	<b>X</b>
<b>Investigation of Water Quality Alerts</b>	<b>X</b>		*						<b>X</b>			
<b>Independent Enforcement Actions</b>	<b>X</b>		*			<b>X</b>						
<b>Technical Regulatory Assistance</b>	<b>X</b>		*				<b>X</b>					<b>X</b>
<b>Water System Surveys</b>	<b>X</b>		*			<b>X</b>						
<b>Resolution of Priority Non-compliers (PNC)</b>	<b>X</b>		*			<b>X</b>						
<b>Water System Survey Significant Deficiency Follow-ups</b>	<b>X</b>		*			<b>X</b>						
<b>Enforcement Action Tracking and Follow-up</b>	<b>X</b>		*			<b>X</b>						
<b>Resolution of Monitoring and Reporting Violations</b>	<b>X</b>		*			<b>X</b>						

Program Components	Foundational Program				Foundational Capabilities						
Inventory and Documentation of New Water Systems	X		*		X						

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Not applicable

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measures:**

Not applicable

**4. Procedural and Operational Requirements.**

By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, Partner agrees to conduct activities in accordance with the following requirements:

a. **General Requirements.** Partners must prioritize all work according to the relative health risk involved and according to system classification with Community Water Systems receiving the highest priority. All services supported in whole or in part with funds provided to Partners under this Program Element must be delivered in accordance with the following procedural and operational requirements:

b. **Required Services:**

- (1) Emergency Response: Partners must develop, maintain, and carry out a response plan for public water system emergencies, including disease outbreaks, spills, operational failures, and water system contamination. Partners must notify DWS in a timely manner of emergencies that may affect drinking water supplies.
- (2) Independent Enforcement Actions: Partners must take independent enforcement actions against licensed facilities that are also public water systems as covered under the following OAR Chapters and Divisions: 333-029, 333-030, 333-031, 333-039, 333-060, 333-062, 333-150, 333-162, and 333-170. Partners must report independent enforcement actions taken and water system status to DWS using the documentation and reporting requirements specified in this Program Element Description.
- (3) Computerized Drinking Water System Data Base: Partners must maintain access via computer to DWS’s Data On-line website. Access via computer to DWS’s Data On-line is considered essential to carry out the program effectively. Partners must make timely changes to DWS’s SDWIS computer database inventory records of public water systems to keep DWS’s records current.
- (4) Technical and Regulatory Assistance: Partners must provide technical and regulatory assistance in response to requests from water system operators for information on and interpretation of regulatory requirements. Partners must respond to water system complaints received as appropriate or as requested by DWS.
- (5) Investigation of Water Quality Alerts: Partners must investigate all Water Auality Alerts for detections of Regulated Contaminants at community, NTNC, TNC, and OVS Systems.
  - (a) Immediately following acute MCL alerts (E.coli, Nitrate, and Arsenic), Partners must consult with and provide advice to the water system operator on appropriate actions to ensure that follow-up sampling is completed, applicable public notices

are distributed, and that appropriate corrective actions are initiated. Partners must submit a Contact Report to DWS within 2 business day of the alert date.

- (b) For all other alerts, Partners must promptly consult with and provide advice to the subject water system operator on appropriate actions to ensure that follow-up sampling is completed, applicable public notices are distributed, and that appropriate corrective actions are initiated. Partners must submit a Contact Report to DWS within 6 business days of the alert date.

**5. Conduct Level 2 Coliform Investigations:**

After a Level 2 investigation is triggered by DWS, Partners must conduct a water system site visit (or equivalent), complete the Level 2 Coliform Investigation form and must submit to DWS within 30 days of triggered investigation date.

**6. Water System Surveys:**

Partners must conduct a survey of each CWS within Partners' jurisdiction every three years, or as otherwise scheduled by DWS; and each NTNC and TNC water system within Partners' jurisdiction every five years or as otherwise scheduled by DWS. Surveys must be completed on forms provided by DWS using the guidance in the Water System Survey Reference Manual and using the cover letter template provided by DWS. Cover letter and survey forms must be submitted to DWS and water systems within 45 days from site visit completion.

**7. Resolution of Priority Non-compliers (PNC):**

Partners must review PNC status of all water systems at least monthly and must contact and provide assistance to community, NTNC, and TNC water systems that are Priority Non-compliers (PNCs) as follows:

- a. Partners must review all PNCs at three months after being designated as a PNC to determine if the water system can be returned to compliance within three more months.
- b. If the water system can be returned to compliance within three more months, Partners must send a notice letter to the owner/operator (copy to DWS) with a compliance schedule listing corrective actions required and a deadline for each action. Partners must follow up to ensure corrective actions are implemented.
- c. If it is determined the water system cannot be returned to compliance within six months or has failed to complete corrective actions in (b) above, Partners must prepare and submit to DWS a written request for a formal enforcement action, including Partners' evaluation of the reasons for noncompliance by the water supplier. The request must include the current owner's name and address, a compliance schedule listing corrective actions required, and a deadline for each action. Partners must distribute a copy of the enforcement request to the person(s) responsible for the subject water system's operation.

**8. Level 1 Coliform Investigation Review:**

After a Level 1 Coliform Investigation is triggered by DWS, Partners must contact the water system and inform them of the requirements to conduct the investigation. Upon completion of the investigation by the water system, Partners must review it for completeness, concur with proposed schedule, and submit the completed form to DWS within 30 days of triggered investigation date.

**9. Water System Survey Significant Deficiency Follow-ups:**

Partners must follow-up on significant deficiencies and rule violations in surveys on community, NTNC, and TNC water systems. Deficiencies include those currently defined in the DWS-Drinking Water Program publication titled Water System Survey Reference Manual (March 2016).

- a. After deficiencies are corrected, Partners must prepare a list of the deficiencies and the dates of correction and submit to DWS within 30 days of correction.
- b. If any deficiencies are not corrected by the specified timeline, Partners must follow up with a failure to take corrective action letter.
- c. For Priority Deficiencies, Partners must ensure that the deficiencies are corrected by the specified timeline or are on approved corrective action plan. Partners must submit the approved corrective action plan to DWS within 30 days of approval. After the deficiencies are corrected Partners must prepare a list of the deficiencies and the dates of correction and submit to DWS within 30 days of correction. If Priority Deficiencies are not corrected by specified timeline, Partners must ensure the water system carries out public notice, and refer to DWS for formal enforcement.

**10. Enforcement Action Tracking and Follow-up:**

For both EPA and OVS Systems, after DWS issues an enforcement action, Partners must monitor the corrective action schedule, and verify completion of each corrective action by the water supplier. Partners must document all contacts and verifications and submit documentation to the DWS. Partners must document any failure by the water supplier to meet any correction date and notify the DWS within 30 days. Partners must notify DWS when all corrections are complete and submit the notice within 30 days.

**11. Resolution of Monitoring and Reporting Violations:**

- a. Partners must contact and provide assistance at community, NTNC, and TNC water systems to resolve (return to compliance) non auto-RTC violations for bacteriological, chemical, and radiological monitoring. Violation responses must be prioritized according to water system’s classification, System Score, and violation severity.
- b. Contact the water supplier, determine the reasons for the noncompliance, consult with and provide advice to the subject water system operator on appropriate actions to ensure that violations are corrected in a timely manner.
- c. Submit Contact Reports to DWS regarding follow-up actions to assist system in resolving (returning to compliance) the violations.

**12. Inventory and Documentation of New Water Systems:**

Partners must inventory existing water systems that are not in the DWS inventory as they are discovered, including OVS Systems, using the forms designated by DWS. Partners must provide the documentation to DWS within 60 days of identification of a new or un-inventoried water system. Alternatively, Partners may perform a Water System Survey to collect the required inventory information, rather than submitting the forms designated by DWS.

**13. Summary of Required Services Based on Water System Type**

	CWS	NTNC	TNC	OVS
Independent Enforcement Actions	X	X	X	
Computerized Drinking Water System Data Base	X	X	X	X
Technical and Regulatory Assistance	X	X	X	X
Investigation of Water Quality Alerts	X	X	X	X
Conduct Level 2 Coliform Investigations	X	X	X	
Water System Surveys	X	X	X	

Resolution of Priority Non-compliers (PNC)	X	X	X	
Level 1 Coliform Investigation Review	X	X	X	
Water System Survey Significant Deficiency Follow-ups	X	X	X	
Enforcement Action Tracking and Follow-up	X	X	X	X
Resolution of Monitoring and Reporting Violations	X	X	X	X
Inventory and Documentation of New Water Systems	X	X	X	X

**14. Staffing Requirements and Qualifications.**

- a. Partners must develop and maintain staff expertise necessary to carry out the services described herein.
- b. Partners’ staff must maintain and assimilate program and technical information provided by DWS, attend drinking water training events provided by DWS, and maintain access to information sources as necessary to maintain and improve staff expertise.
- c. Partners must hire or contract with personnel registered as Environmental Health Specialists or Professional Engineers with experience in environmental health to carry out the services described herein.

**15. General Revenue and Expense Reporting.**

Partners must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

**16. Reporting Requirements.**

- a. **Documentation of Field Activities and Water System Contacts.** Partners must prepare and maintain adequate documentation written to meet a professional standard of field activities and water system contacts as required to:
  - (1) Maintain accurate and current public water system inventory information.
  - (2) Support formal enforcement actions.
  - (3) Describe current regulatory status of water systems.
  - (4) Guide and plan program activities.
- b. **Minimum Standard for Documentation.** Partners must, at a minimum, prepare and maintain the following required documentation on forms supplied by DWS:
  - (1) Water System Surveys, cover letters, and significant deficiencies: must be submitted on DWS forms to DWS and water system within 45 days of site visit completion.
  - (2) Level 1 and Level 2 Coliform Investigation forms: must submit on DWS forms to DWS within 30 days of investigation trigger.

- (3) Water system Inventory, entry structure diagram, and source information updates: must submit on DWS forms to DWS within 6 business days of completion.
- (4) Field and office contacts in response to complaints, PNCs, violations, enforcement actions, regulatory assistance, requests for regulatory information: must submit Contact Reports to DWS within 2 business days of alert generation for MCL alerts, and 6 business days for all other alerts and contact made with water systems.
- (5) Field and office contacts in response to water quality alerts: 1) for acute MCL alerts (E.coli, Nitrate, and Arsenic), must submit Contact Reports to DWS within 2 business days of alert; and 2) for all other alerts, must submit to DWS within 6 business days of alert.
- (6) Waterborne illness reports and investigations: must submit Contact Report to DWS within 2 business day of conclusion of investigation.
- (7) All correspondence with public water systems under Partners’ jurisdiction and DWS: submit Contact Reports within 6 business days of correspondence to DWS.
- (8) Documentation regarding reports and investigations of spills and other emergencies affecting or potentially affecting water systems: must submit Contact Reports to DWS within 2 business days.
- (9) Copies of public notices received from water systems: must submit to DWS within 6 business days of receipt.

**17. DWS Audits.**

Partners must give DWS free access to all Partner records and documentation pertinent to this Agreement for the purpose of DWS audits.

**18. Performance Measures.**

Partners must operate the Safe Drinking Water Program in a manner designed to make progress toward achieving the following measure: Percent of Community Water Systems that meet health-based standards. DWS will use three performance measures to evaluate Partners’ performance as follows:

- a. **Water System Surveys completed.** Calculation: number of surveys completed divided by the number of surveys required per year.
- b. **Water Quality Alert responses.** Calculation: number of alerts responded to divided by the number of alerts generated.
- c. **Resolution of PNCs.** Calculation: number of PNCs resolved divided by the total number of PNCs.

**19. Responsibilities of DWS.**

The intent of this Program Element description and associated funding award is to enable Partners to independently conduct an effective local drinking water program. DWS recognizes its role to provide assistance and program support to Partners to foster uniformity of statewide services. DWS agrees to provide the following services to Partners. In support of local program services, DWS will:

- a. Distribute drinking water program and technical information on a monthly basis to Partners.
- b. Sponsor at least one annual 8-hour workshop for Partners’ drinking water program staff at a central location and date to be determined by DWS. DWS will provide workshop registration, on-site lodging, meals, and arrange for continuing education unit (CEU) credits. Partners are responsible for travel expenses for Partner staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.

- c. Sponsor at least one regional 4-hour workshop to supplement the annual workshop. DWS will provide training materials and meeting rooms. Partners are responsible for travel expenses for its staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.
- d. Provide Partners with the following information by the listed method:
  - (1) Immediate Email Notification: Water Quality Alert data, plan review correspondence
  - (2) Monthly Email Notification: Violations, System Scores, PNCs Continuously: Via Data On-line listings of PNCs, individual water system inventory and water quality data, compliance schedules, and individual responses for request of technical assistance from Partners.
  - (3) Immediate Phone Communication: In circumstances when the DWS technical contact assigned to a Partner cannot be reached, DWS will provide immediate technical assistance via the Portland phone duty line at 971-673-0405.
- e. Support electronic communications and data transfer between DWS and Partners to reduce time delays, mailing costs, and generation of hard copy reports.
- f. Maintain sufficient technical staff capacity to assist Partners' staff with unusual drinking water problems that require either more staff than is available to Partners for a short time period, such as a major emergency, or problems whose technical nature or complexity exceed the capability of Partners' staff.
- g. Refer to Partners all routine inquiries or requests for assistance received from public water system operators for which Partners are responsible.
- h. Prepare formal enforcement actions against public water systems in the subject County, except for licensed facilities, according to the priorities contained in the current State/EPA agreement.
- i. Prepare other actions against water systems as requested by Partners in accordance with the Oregon Administrative Rules Oregon Health Authority, Public Health Division Chapter 333, Division 61.



**Program Element #51: Public Health Modernization**

**OHA Program Responsible for Program Element:**

Public Health Division/Office of the State Public Health Director/Policy and Partnerships Unit

**1. Description.**

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Public Health Modernization.

**Section 1: LPHA Leadership, Governance and Implementation**

- a. **Establish leadership and governance to plan for full implementation of public health modernization.** Demonstrate strategies to build and sustain infrastructure for public health Foundational Capabilities with a focus on health equity and cultural responsiveness throughout and within each Foundational Capability. This may include developing business models for the effective and efficient delivery of public health services, developing and/or enhancing community partnerships to build a sustainable public health system, and implementing workforce diversity and leadership development initiatives.
- b. **Implement strategies to improve local infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness.** In partnership with communities, implement local strategies to prevent and control communicable disease, strengthen emergency preparedness and response planning, protect communities from environmental health threats, and reduce health inequities.

**Section 2: Regional Public Health Service Delivery**

- a. **Demonstrate regional approaches for providing public health services.** This may include establishing and maintaining a Regional Partnership of local public health authorities (LPHAs) and other stakeholders, utilizing regional staffing models, or implementing regional projects.
- b. **Implement regional strategies to improve Regional Infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness.** Implement regional strategies to prevent and control communicable disease, strengthen emergency preparedness and response planning, protect communities from environmental health threats, and reduce health inequities.

**Section 3: COVID-19 Public Health Workforce**

**Establish, expand, train and sustain the public health workforce gained during the COVID-19 pandemic.** Demonstrate strategies to ensure long-term improvements for health equity and cultural responsiveness, public health and community prevention, preparedness, response and recovery, including workforce diversity recruitment, retention and workforce development.

**Section 4: Public Health Infrastructure: Workforce**

- a. **Recruit and hire new public health staff,** with a focus on seeking applicants from communities and populations served to provide additional capacity and expertise in the Foundational Capabilities and Foundational Programs identified by the LPHA as critical workforce needs.
- b. **Support, sustain and retain public health staff** through systems changes and supports, as well as workforce development and training.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to Public Health Modernization**

- a. **Case:** An individual who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA’s Investigative Guidelines.
- b. **Foundational Capabilities:** The knowledge, skills and abilities needed to successfully implement Foundational Programs.
- c. **Foundational Programs:** The public health system’s core work for communicable disease control, prevention and health promotion, environmental health, and assuring access to clinical preventive services.
- d. **Public Health Accountability Outcome Metrics:** A set of data used to monitor statewide progress toward population health goals.
- e. **Public Health Accountability Process Measures:** A set of data used to monitor local progress toward implementing public health strategies that are necessary for meeting Public Health Accountability Outcome Metrics.
- f. **Public Health Modernization Manual (PHMM):** A document that provides detailed definitions for each Foundational Capability and Foundational Program for governmental public health, as identified in ORS 431.131-431.145. The Public Health Modernization Manual is available at:  
[http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf).
- g. **Regional Partnership:** A group of two or more LPHAs and at least one other organization that is not an LPHA that is convened for the purpose of implementing strategies for communicable disease control and reducing health disparities.
- h. **Regional Infrastructure:** The formal relationships established between LPHAs and other organizations to implement strategies under this Program Element funding.

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.**

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the Public Health Accountability Metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

**a. Foundational Programs and Capabilities** (As specified in the Public Health Modernization Manual)

Program Components	Foundational Programs					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health Direct services	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary Foundational Program that aligns with each component X = Other applicable Foundational Programs					X = Foundational Capabilities that align with each component							
Use Leadership and Governance to plan for full implementation of public health modernization (Section 1)	X		X			X	X	X	X	X	X	X
Implement strategies for local communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness (Section 1)	X		X				X	X	X		X	X
Demonstrate regional approaches for providing public health services (Section 2)	X		X			X	X	X	X	X	X	X
Implement regional communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness (Section 2)	X		X				X	X	X		X	X
Establish, expand, train and sustain the public health workforce gained during the COVID-19 pandemic. (Section 3)	X					X	X	X	X			X

**b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metrics:**

- Rate of congenital syphilis
- Rate of any stage syphilis among people who can become pregnant
- Rate of primary and secondary syphilis
- Two-year old vaccination rates
- Adult influenza vaccination rates for ages 65+
- Emergency department and urgent care visits due to heat
- Hospitalizations due to heat
- Heat deaths
- Respiratory (non-infectious) emergency department and urgent care visits

LPHA must use funding through this Program Element in a way that advances progress toward achieving metrics selected by the LPHA. Additionally, LPHA is not precluded from using funds to address other high priority communicable disease and environmental health risks based on local epidemiology, priorities and need.

**c. Public Health Accountability Process Measures:**

Public Health Accountability Process Measures adopted by the Public Health Advisory Board for communicable disease control and environmental health are listed below. Each LPHA must demonstrate work toward at least two of the five process measures in each of the three priority areas.

- Priority area: Reduce the spread of syphilis and prevent congenital syphilis
  - Percent of congenital syphilis Cases averted
  - Percent of Cases interviewed
  - Percent completion of CDC core variables
  - Percent of Cases treated with appropriate regimen within 14 days
- Priority area: Protect people from preventable diseases by increasing vaccination rates
  - Demonstrated use of data to identify population(s) of focus (required process measure)
  - Demonstrated actions to improve access to influenza vaccination for residents of long-term care facilities (LTCFs)
  - Demonstrated actions with health care providers or pharmacists to improve access to vaccination
  - Increase in the percent of health care providers participating in the Immunization Quality Improvement Program (IQIP)
  - Demonstrated outreach and educational activities conducted with community partners
- Priority area: Build community resilience for climate impacts on health: extreme heat and wildfire smoke
  - Demonstrated use of data to identify population of interest (required process measure)

- Demonstrated actions in communications to improve priority area of focus
- Demonstrated actions in policy to improve area of focus
- Demonstrated actions in community partnerships to improve priority area of focus

**4. Procedural and Operational Requirements.**

By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

**Requirements that apply to Section 1 and Section 2 funding:**

- a. Implement activities in accordance with this Program Element.
- b. Engage in activities as described in its Section 1 and/or Section 2 work plan, once approved by OHA and incorporated herein with this reference. See Attachment 1 for work plan requirements for Section 1.
- c. Use funds for this Program Element in accordance with its Section 1 and/or Section 2 Program Budget, once approved by OHA and incorporated herein with this reference. Modification to the Section 1 and/or Section 2 Program Budget of 25% or more within any individual budget category may only be made with OHA approval.
- d. Implement and use a performance management system to monitor achievement of Section 1 and/or Section 2 work plan objectives, strategies, activities, deliverables and outcomes.
- e. Participate in learning collaboratives and capacity building for achieving each local public health authority's and the public health system's goals for achieving health equity.
- f. Ensure LPHA administrator, LPHA staff, and/or other partner participation in shared learning opportunities or communities of practice focused on governance and public health system-wide planning and change initiatives, in the manner prescribed by OHA. This includes sharing work products and deliverables with OHA and other LPHAs and may include public posting.
- g. Participate in evaluation of public health modernization implementation in the manner prescribed by OHA.

**Requirements that apply to Section 1: LPHA Leadership, Governance and Implementation:**

- a. Implement strategies for Leadership and Organizational Competencies, Health Equity and Cultural Responsiveness, Assessment and Epidemiology, Community Partnership Development, Communications, Communicable Disease Control, Emergency Preparedness and Environmental Health as described in Attachment 1 of this Program Element.
- b. Collaborate and partner with OHA-funded community-based organizations working in the areas of communicable disease, emergency preparedness and/or environmental public health through meetings and alignment of planned activities.
- c. In addition to the required prevention initiatives specified in Attachment 1 of this Program Element, LPHA may implement prevention initiatives that are responsive to the needs of the community, as pertains to Foundational Capabilities and Foundational Programs.

**Requirements that apply to Section 2: Regional Public Health Service Delivery:**

- a. Implement strategies for public health service delivery using regional approaches, which may be through Regional Partnerships, utilizing regional staffing models, or implementing regional projects.
- b. Use regional strategies to improve Regional Infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness.

**Requirements that apply to Section 3: COVID-19 Public Health Workforce:**

- a. Implement activities in accordance with this Program Element.
- b. Use funds for this Program Element in accordance with its Section 3 Program Budget, once approved by OHA and incorporated herein with this reference. Modification to Budget of 25% or more within any individual budget category may only be made with OHA approval.
- c. Use funds to establish, expand, train and sustain the public health workforce gained during the COVID-19 pandemic. This includes workforce that directly supports COVID-19 response activities and those supporting strategies and interventions for public health and community priorities beyond COVID-19.
- d. Demonstrate strategies to ensure long-term improvements for public health and community prevention, preparedness, response and recovery.
- e. Demonstrate strategies for eliminating health inequities, which may include workforce diversity recruitment, retention and development of innovative community partnerships.

**Requirements that apply to Section 4: Public Health Infrastructure: Workforce**

- a. Implement at least one of the following activities:
  - (1) Implement strategies and activities to recruit, hire and retain a public health workforce with a focus on increasing staff from the communities and populations served by the LPHA.
  - (2) Recruit and hire and/or retain new public health staff to increase workforce capacity in Foundational Capabilities and programs, including but not limited to epidemiology, communicable disease, community partnership and development, policy and planning, communications, and basic public health infrastructure (fiscal, human resources, contracts, etc.). LPHA will determine its specific staffing needs.
  - (3) Support and retain public health staff through systems development and improvements.
  - (4) Support and retain public health staff through workforce training and development.
  - (5) Transition COVID-19 staffing positions to broader public health infrastructure positions.
  - (6) Recruit and hire new public health staff, with a focus on seeking applicants from communities and populations served to provide additional capacity and expertise in the Foundational Capabilities and Foundational Programs identified by the LPHA as critical workforce needs.
  - (7) Perform other related activities as approved by OHA in section b., below.
- b. LPHA must request in writing prior approval for other related activities. No such activities may be implemented without written approval of OHA.

**5. General Budget and Expense Reporting.**

LPHAs funded under Section 1, Section 2, Section 3 and/or Section 4 must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

<b>Fiscal Quarter</b>	<b>Due Date</b>
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

**6. Reporting Requirements.**

- c. Have on file with OHA an approved Section 1 and/or Section 2 Work Plan and Budget using the format prescribed by OHA no later than 60 days after OHA notifies LPHA of anticipated funding allocation for the biennium.
- d. Have on file with OHA an approved Section 3 Budget using the format prescribed by OHA no later than 60 days after OHA notifies LPHA of anticipated funding allocation for the biennium.
- e. Submit Section 1 and Section 2 Work Plan progress reports using the timeline and format prescribed by OHA.
- f. Submit updated Section 1, 2 and 3 Budgets upon request using the format prescribed by OHA.
- g. Submit to OHA approved Section 1 and 2 work plan deliverables in the timeframe specified.
- h. Submit Section 4 data or information to OHA for evaluation purposes or as required by the Centers for Disease Control and Prevention. OHA will notify LPHA of the requirements. OHA will not require additional reporting beyond what is required by the Centers for Disease Control and Prevention.

**7. Performance Measures.**

If LPHA, including LPHAs funded as Fiscal Agents for Regional Public Health Service Delivery, complete and submit to OHA fewer than 75% of the planned deliverables in its approved Section 1 and/or Section 2 work plan for the funding period, LPHA or Fiscal Agent shall not be eligible to receive funding under this Program Element during the next funding period. The deliverables will be mutually agreed upon as part of the work plan approval process.

### Attachment 1

The table below lists the goals and requirements that LPHAs will work toward with 2023-25 funding. Efforts toward the following goals and requirements will be demonstrated in the LPHA and/or regional work plan.

Programmatic goals and work plan requirements
<p>Goal 1: Protect communities from acute and communicable diseases through prevention initiatives that address health inequities.</p> <ul style="list-style-type: none"> <li>• LPHA will demonstrate strategies toward local or regional improvements of communicable disease prevention and response infrastructure.</li> <li>• LPHA will demonstrate strategies toward local or regional reductions in health inequities across populations.</li> </ul>
<p>Goal 2: Strengthen and expand communicable disease and environmental health emergency preparedness, and the public health system and communities’ ability to respond.</p> <ul style="list-style-type: none"> <li>• By June 30, 2025, LPHA will complete a local or regional all-hazards preparedness plan with community partners. (deliverable)</li> <li>• An LPHA with a completed plan will demonstrate strategies to maintain and execute a local or regional all-hazards plan with community partners.</li> </ul>
<p>Goal 3: Protect communities from environmental health threats from climate change through public health interventions that support equitable climate adaptation.</p> <ul style="list-style-type: none"> <li>• By June 30, 2025, LPHA will complete a local or regional climate adaptation plan, which may be a separate plan or a plan that is incorporated into a community health assessment and plan. (deliverable)</li> <li>• An LPHA with a completed plan will demonstrate strategies toward implementation of a local or regional climate adaptation plan.</li> </ul>
<p>Goal 4: Plan for full implementation of public health modernization and submission of local modernization plans by 2025.</p> <ul style="list-style-type: none"> <li>• LPHA will demonstrate strategies to build and sustain infrastructure for public health Foundational Capabilities.</li> <li>• LPHA will demonstrate progress toward developing a local public health modernization plan (due to OHA by December 31, 2025) to implement Foundational Capabilities (ORS 431.131) and Foundational Programs (ORS 431.141).</li> </ul>



## LPHA Requirements for increasing Capacity for Foundational Capabilities

### Leadership and Organizational Competencies

- LPHA will demonstrate workforce or leadership initiatives necessary for local and/or regional public health infrastructure.
- LPHA will participate in the development of a statewide public health workforce plan.

### Health Equity and Cultural Responsiveness

- By June 30, 2025, LPHA will complete a local or regional health equity plan. (deliverable)
- An LPHA with a completed plan will demonstrate strategies toward implementation of local or regional health equity plan.
- LPHA will participate in the development of a statewide health equity plan.

### Assessment and Epidemiology

- LPHA will demonstrate strategies for public health data collection, analysis, reporting and dissemination that are necessary for 2023-25 goals and deliverables. This will include strategies to collect and report data that reveals health inequities in the distribution of disease, disease risks and social conditions that influence health.

### Community Partnership Development

- LPHA will demonstrate strategies for sustaining or expanding partnerships with community organizations to ensure connections with BIPOC communities or other groups experiencing health inequities.
- LPHA will demonstrate co-creation of culturally and linguistically responsive public health interventions with community partners.
- LPHA will demonstrate involvement of community-based organizations in public health emergency planning or other priorities identified by communities.
- LPHA will demonstrate sustained partnerships for infection prevention and control in congregate settings which may include LTCFs, prisons, shelters or childcare facilities.

### Communications

- LPHA will demonstrate the ability to provide routine public health education through a variety of communication platforms, with consideration of linguistic and culturally responsive and functional needs of the community.
- LPHA will demonstrate the ability to provide timely and accurate risk communication for areas of public health significance.

**Program Element # 63 Maternal and Child Health LPHA Family Connects Oregon**

**OHA Program Responsible for Program Element:**

Public Health Division/Center for Prevention and Health Promotion, Maternal and Child Health/Family Connects Oregon

- 1. **Description.** Funds provided under this Agreement may only be used in accordance with, and subject to, the requirements and limitations set forth below to plan, implement and sustain the following activities central to the Family Connects model that was selected for universally offered newborn nurse home visiting:
  - a. Community Lead Activities
  - b. Newborn Nurse Home Visiting Provider Activities
  - c. Reimbursement Gap Funding to assist sites with visits non-reimbursable by insurance resources.
  - d. Focused Funding on priorities such as Nursing Workforce or Health Equity

Funds provided through this Program Element support LPHA’s efforts toward ensuring community-wide participation in the delivery of, and assurance of access to, culturally responsive, high-quality, and evidence-based voluntary newborn nurse home visiting services.

All changes to this Program Element are effective the first day of the month noted in Issue Date of Exhibit C Financial Assistance Award unless otherwise noted in Exhibit C of the Financial Assistance Award.

**2. Definitions Specific to MCH LPHA**

- a. **Community Lead:** An LPHA that is designated by the Oregon Health Authority to serve as the coordinating entity for the newborn nurse home visiting program in a specified community.
- b. **Newborn Nurse Home Visiting Provider (NNHVP) or “Certified Provider”:** A person or LPHA certified by the Oregon Health Authority to provide newborn nurse home visits in accordance with OAR 333-006-0070 and OAR 333-006-0120.

- 3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), [http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

**a. Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health Direct services	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i> <i>X = Other applicable foundational programs</i>					<i>X = Foundational capabilities that align with each component</i>							
<b>Develop strategic partnerships with shared accountability driving collective impact to support public health goals related to all families with newborns</b>		*		*		X	X	X		X	X	
<b>Identify barriers to access and gaps in services to all families with newborns</b>		X		*			X	X	X	X	X	
<b>Develop and implement strategic plans to address these gaps and barriers to access to all families with newborns</b>		X		*			X	X	X	X	X	
<b>Ensure community access to home visiting services for all families with newborns</b>		X		*		X	X	X		X	X	

**b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric, Health Outcome Measure:**

Not applicable.

**c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric, Local Public Health Process Measure:**

Not applicable

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. **General Requirements**

- (1) For each month that this Agreement is effective, LPHA agrees to attend a monthly planning and coordination meeting with OHA’s Maternal and Child Health staff.
- (2) Funding Limitations: Funds awarded under this Agreement for this Program Element and listed in the Exhibit C, Financial Assistance Award must be used for services or activities described in this Program Element according to the following limitations:
  - (a) Funding is limited to expenditures for Family Connects Oregon Community Lead activities and Oregon Newborn Nurse Home Visiting Provider services.
  - (b) LPHA must submit local program budget(s) for OHA approval on a format and schedule to be determined by OHA for each:
    - i. Community Lead Activities,
    - ii. Newborn Nurse Home Visiting Provider Services, and
    - iii. Focused Funding.
  - (c) Expenditures must be in accordance with the approved local program budget(s), modifications to the budget(s) may only be made with OHA written approval.

b. **Family Connects Oregon Services**

(1) **If designated as a Community Lead, or authorized by OHA to perform Community Alignment Activities,**

LPHA must:

- (a) Maintain staffing required by the program which includes the Family Connects Oregon Community Alignment Specialist and Program Administrator.
- (b) Ensure a subcontract and/or Memorandum of Understanding is in place if Family Connects Program is implemented through a cross county collaboration with shared staff across jurisdictions, defining the staffing and supervision agreements.
- (c) Deliver services in accordance with OARs 333-006-0000 through 333-006-0190 and Family Connects Oregon Program Guidance provided by the Maternal and Child Health Section.
- (d) Take all appropriate steps to maintain client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations.

(2) **If designated as a Newborn Nurse Home Visiting Provider,**

LPHA must:

- (a) Maintain staffing required by the program which includes but is not limited to Family Connects Oregon Nursing Supervisor or Family Connects Nursing Lead (NNHVP).
- (b) Ensure a subcontract and/or Memorandum of Understanding (MOU) is in place if Family Connects Program is implemented through a cross county collaboration with shared staff across jurisdictions, defining the staffing and supervision agreements.

- (c) Deliver services in accordance with OARs 333-006-0000 through 333-006-0190 and Family Connects Oregon Program Guidance provided by the Maternal and Child Health Section.
- (d) If the LPHA, as a provider of Medicaid services, bills for Newborn Nurse Home Visiting Medical and Targeted Case Management Services, the LPHA must comply with the billing policy and codes in OAR 410-130-0605.
- (e) Take all appropriate steps to maintain client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations.
- (f) All Public Health Nurses working in the Family Connects Oregon program must adhere to nursing practice standards as defined by the Oregon State Board of Nursing.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. **Reporting Requirements**

LPHA must provide progress reports to OHA in a format designated by OHA that include the following:

- a. If the LPHA is the Community Lead, they must submit quarterly reports with updates on population reach, staffing and community alignment activities.
- b. For the purposes of program sustainability, if the LPHA is the Community Lead or the NNHVP, they must submit a quarterly summary of funding, revenues, and expenditures for whichever role(s) they play (Community Lead and/or NNHVP).
- c. An end of fourth quarter summary of focused funding activities. For all individuals who receive Family Connects Oregon Home Visiting Services, LPHA must ensure that Supervisors and Home Visitors collect required data on client visits and enter it into the state-designated data system in a timely manner that is aligned with expectations defined by each program and within no more than thirty (30) business days of visiting the client and 45 days of case closure (information shall be obtained from Community Leads and NNHVP).

7. **Performance Measures.**

Not applicable

**Program Element #73: HIV Early Intervention Services and Outreach**

**OHA Program Responsible for Program Element:**

Public Health Division/Center for Public Health Practice/HIV, STD and TB (HST) Section

**1. Description.**

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver HIV Early Intervention and Outreach Services as defined and described below. The continuum of HIV Early Intervention Services and Outreach will be referred to as (EISO) or (EISO Services).

**Background.**

EISO is funded by Health Resources and Services Administration (HRSA)’s Ryan White Part B, AIDS Drug Assistance Program (ADAP), 340B Drug Pricing Program. Due to the primary purpose and variability of funds generated by this source, these resources cannot be guaranteed beyond the current allocation. Beginning January 2023, funds have been allocated to support EISO activities for four and a half years.

HRSA specifically requires that EISO activities are to supplement – not supplant – HIV services funded through other mechanisms. These activities must be planned and implemented in coordination with local and state HIV prevention and care programs to avoid duplication of effort and to ensure people receive the benefit of the full continuum of services available in Oregon. As a coordinated system of public health, OHA will share information with LPHA on directly funded contracts with community-based organizations and other entities which receive HIV/STI, harm reduction and sexual health funding from the HST program and other OHA programs.

OHA will provide EISO Standards of Service to help guide program design and implementation. These services are consistent with Oregon’s plan to eliminate new HIV infections, End HIV Oregon, which is developed and approved by the End HIV/STI Statewide Planning Group. End HIV Oregon focuses on eliminating new HIV infections through testing, prevention, treatment, and responding to end inequities. This Program Element directly addresses the four End HIV Oregon priority areas (Testing, Prevention, Treatment, and Responding to End Inequities). (See <https://www.endhivoregon.org>).

This Program Element, and all changes to this Program Element, are effective the first day of the month noted in the Issue Date section of Exhibit C of the Financial Assistance Award, unless otherwise noted in the Comments and Footnotes of Exhibit C of the Financial Assistance Award.

**2. Definitions Specific to HIV Early Intervention Services and Outreach.**

- a. **Early Intervention Services:** Defined by HRSA/Ryan White Program Guidance, must contain the following four elements: (1) HIV testing; (2) referral services; (3) health literacy/education; and (4) access and linkage to care.
- b. **HRSA:** The United States Health Services & Resources Administration, which funds the Ryan White CARE Act and Ryan White HIV/AIDS Programs.
- c. **MSM:** Men who have sex with men.
- d. **Not-in-Care:** Describes a person living with HIV who has never been linked to HIV medical care or was previously in HIV medical care but has not attended an HIV medical care appointment in a specified period of time (out of care).
- e. **Outreach Services:** Defined by HRSA/Ryan White Program Guidance; Outreach Services “are aimed at identifying persons with HIV who may know or be unaware of their status and are not in care.” Outreach Services cannot be delivered anonymously.
- f. **PLWH:** People living with the human immunodeficiency virus or HIV.

- g. Pre-Exposure Prophylaxis or PrEP:** Medications taken prior to HIV exposure to reduce or prevent infection. PrEP can stop HIV from taking hold and spreading throughout the body. It is highly effective for preventing HIV if used as prescribed, but it is much less effective when not taken consistently. (Source: <https://www.cdc.gov/hiv/basics/prep.html>)
- h. Priority Populations:** Designated in the End HIV/STI Oregon Strategy, 2022-2026 and the focus of status neutral interventions to end HIV/STIs. These will be updated on an at-least annual basis. All EISO Programs must focus on people with STI’s as one Priority Population. LPHAs should add additional populations based on local epidemiology.
- i. PWID:** Persons who inject drugs.
- j. STI:** Sexually Transmitted Infections, such as Syphilis and Gonorrhea. This term may be used synonymously with Sexually Transmitted Diseases (STDs).
- k. U=U:** Undetectable = Untransmittable is an important prevention and anti-stigma message that means if a person living with HIV has an undetectable HIV viral load, they cannot transmit HIV to others through sexual contact. U=U also refers to the concept of Treatment as Prevention.

**3. Alignment with Modernization Foundational Programs and Foundational Capabilities.**

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Oregon’s Public Health Modernization Manual, [http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

- a. Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and Health Promotion	Environmental Health	Population Health	Direct Services	Leadership and Organizational Competencies	Health Equity and Cultural Responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy and Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i> <i>X = Other applicable foundational programs</i>						<i>X = Foundational capabilities that align with each component</i>						
<b>Assessment and Referral</b>	X	X		X	*X		X	X				

Program Components	Foundational Program					Foundational Capabilities						
Health Literacy and Education	*	X		*			X	X				
Linkage to HIV Care	X	X		X	*X		X	X	X			
HIV/STI Partner Services	X	X		X	*X		X	X	X			
Follow-up of PLWH Not-in-Care	X	X			*X		X	X	X			
Recruitment to Services	*							X				
HIV/STI Prevention Education, including PrEP	X	X		X	X		X	X	X			

b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:

Not applicable.

c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:

EISO supports the workplan reflected in PE51 for Communicable Disease work.

4. Procedural and Operational Requirements.

By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a. Engage in activities as described in its local program plan, which has been approved by and is on file with OHA.
- b. Engage in activities as described and located in the EISO Standards, developed by OHA.
- c. Use funds for this Program Element in accordance with its local program budget and as allowable by HRSA’s Ryan White Part B. Modification to the local program budget may only be made with OHA approval. Approved local program budget is on file with OHA.
- d. **Outreach.** Outreach, as defined by HRSA/Ryan White Program Guidance, are services “aimed at identifying persons with HIV who may know or be unaware of their status and are not in care.” A primary goal for End HIV Oregon is to identify people who do not know their HIV status, as this group is at highest risk of transmitting HIV and most in need of rapid access to medical care, treatment and supportive services. Identifying persons with HIV who are unaware of their status requires a combination of education, outreach, and service navigation strategies broadly focused on Priority Populations who are at increased vulnerability to HIV (e.g. people with STI, MSM, PWID). The purpose of Outreach Services is to identify individuals who:
  - Do not know their HIV status: these individuals should be referred into testing to help them learn their status and engage in appropriate adjunct services.
  - Know their HIV-positive status and are not in care: these individuals should be connected to HIV medical care and supportive services.

Outreach participants must be part of a Priority Population known through local epidemiology to be at increased vulnerability for HIV. Priority Populations for Oregon are designated in the End



HIV/STI Oregon Strategy, 2022-2026; Programs may focus activities more narrowly based on local epidemiology.

<https://www.oregon.gov/oha/ph/diseasesconditions/hivstdviralhepatitis/ipg/pages/index.aspx>

Outreach activities are client engagement strategies delivered in a clinic (e.g., integrated HIV/STI testing and partner services delivered at a set location) or in community-based settings outside of local public health clinic environments (e.g., educational setting, field testing in conjunction with social or educational activities). Outreach may also include targeted awareness activities (e.g., social media directed to a Priority Population). No broad scope awareness activities (e.g., media to general public) are allowed. Specific activities are to be defined by the County, as described in an EISO workplan.

Outreach activities may include, or leverage the services already in place:

- (1) **Integrated HIV/STI testing:** Ensures HIV and/or STI testing will be integrated for all people newly diagnosed with early syphilis and/or rectal gonorrhea, and pregnant people diagnosed with any stage of syphilis by leveraging or referring to existing HIV/STI testing.
- (2) **HIV/STI partner services:** Partner services ensures that all people with a new diagnosis of HIV, early syphilis, rectal gonorrhea, and pregnant people with syphilis at any stage will receive treatment, be interviewed for names of contacts or partners, and their contacts or partners are found, tested and treated for HIV/STIs. Highest Priority Populations for EISO-funded partner services are:
  - (a) People newly diagnosed with HIV.
  - (b) Pregnant people with syphilis of any stage.
  - (c) People with early syphilis.
  - (d) People with rectal gonorrhea.
  - (e) People with known HIV infection with a new early syphilis, rectal gonorrhea diagnosis, or are pregnant with syphilis of any stage.
- (3) **Follow-up of PLWH Not-in-Care:** Connects previously diagnosed people with HIV who are out of care into medical care and treatment thereby improving individual health outcomes and reducing transmissibility of HIV. LPHA may work with local case management systems to reconnect PLWH to medical services who have never been in care or who have fallen out of care.
- (4) **Recruitment to services:** Services shall be focused on Priority Populations, specifically individuals identified at increased vulnerability for HIV, and delivered in accordance with local outreach and education plans. Education and recruitment may be provided in-person at outreach events or in conjunction with other local services, such as syringe exchange, and/or virtually, using social media and/or geospatial dating/networking apps. Services shall reach and be made available to individuals in the LPHA service area, unless otherwise specified (e.g. if Priority Populations can be best reached in a particular geographic region or through specific, limited methods). LPHAs will delineate one or more specific Priority Population to focus Outreach Services.
- (5) **HIV/STI prevention education, including PrEP:** Provides comprehensive HIV education, including information about harm reduction, HIV Treatment as Prevention, and U=U. Provide PrEP education and refer HIV-negative individuals to PrEP services, as needed.
- (6) **Outreach testing:** Ensures testing of Priority Populations engaged through Outreach Services by leveraging or referring to existing HIV/STI testing.

- (7) **Linkage to HIV case management and medical care:** For individuals engaging in Outreach Services who test HIV positive or disclose HIV positive status and are not in medical care, provide active referrals/warm hand-offs to Ryan White HIV/AIDS Programs, such as to HIV case management services or the local EISO Program, during their appointment. Referrals/warm hand-offs should be expedited for clients who are newly diagnosed with HIV, experiencing homelessness or otherwise in behavioral health crisis. Referral pathways and timelines should be delineated in a referral map or flow chart.

- e. **Early Intervention Services.** LPHA's HIV EISO Programs must include the following minimum components:

HIV Early Intervention Services (EIS) identify people living with HIV, refer them to services, link them to care and provide health education to assist with navigating HIV care and support services. EIS is designed to ensure that all people newly diagnosed with HIV in Oregon are linked to HIV medical care within 30 days, with a goal of being linked to care and starting antiretroviral therapy within seven days, preferably immediately. EIS is particularly important for newly diagnosed people who need extra help getting linked to, and retained in, HIV medical care, case management, and other services provided by the Ryan White HIV/AIDS Program. A combination of locally-defined methods (e.g., referral networks, community partnerships), systems (e.g., priority appointments for newly diagnosed), and staffing arrangements (e.g., peer navigators, community health workers) should be developed or leveraged to ensure the ability to prioritize service to a person with HIV when newly diagnosed.

HIV Early Intervention Services are for individuals with a documented HIV-positive status and Oregon residency. EIS activities include:

- (1) **HIV Testing:** Ensures HIV testing to individuals whose status is HIV-negative or unknown but at increased vulnerability to HIV (e.g. Priority Populations) by leveraging or referring to existing HIV testing.
- (2) **Initial contact & enrollment:** Initiate contact with all HIV+ individuals referred by OHA Surveillance within 72 hours of referral. Enroll clients in EIS or document reasons for non-enrollment.
- (3) **Assessment and referral:** Assesses client needs related to sexual health, STI testing, HIV prevention, medical and behavioral health care, and basic needs which may interfere with participation in services (e.g., housing, food, alcohol & drug use). Referrals and linkages are made to HIV case management, CAREAssist, medical care, food assistance programs, housing support, behavioral health services, syringe exchange, transportation, STI testing, etc.
- (4) **Health literacy/education:** Provides comprehensive HIV education, including information about harm reduction, HIV service navigation, HIV Treatment as Prevention, and U=U.
- (5) **Linkage to care:** Ensures linkage to and engagement with HIV medical care, with a goal of linking HIV+ individuals to care within 30 days of initial referral, and ideally within 0-7 days. Depending on client needs and local systems, programs may refer HIV+ individuals into existing case management services via active referral OR may play a more active role in ensuring linkage to HIV medical care.

- f. End HIV/STI Oregon Promotion & Support.** Support and promote the Oregon Health Authority End HIV/STI Oregon initiative. Required activities include:

  - (1) Display the End HIV Oregon logo and website link on LPHA website (on pages related to EISO Services).
  - (2) Provide LPHA logo for inclusion on End HIV Oregon website.
  - (3) Ensure that any promotional materials developed, related to EISO services and funded by this agreement, includes information about the End HIV Oregon initiative, including the logo and website address.
  - (4) Actively use the End HIV Oregon Ambassador Kit to promote End HIV Oregon messaging.
  
- g. Continuing Education, Training and Partner/Systems Coordination.** Participate in community learning and ongoing training opportunities facilitated by OHA and its training contractor, Oregon AIDS Education and Training Center. Required activities include:

  - (1) Staff with FTE funded through this Program Element shall complete OHA’s HIV Prevention Essentials training prior to providing EISO Services. Training is available at: <https://www.oregon.gov/oha/PH/DISEASESCONDITIONS/HIVSTDVIRALHEPATITIS/HIVPREVENTION/Pages/Trainings.aspx>
  - (2) Staff with FTE funded through this Program Element for Disease Intervention Services shall complete HIV/STI Partner Services training or its equivalent prior to providing EISO Services. Training is available at: <https://www.oregon.gov/oha/PH/DISEASESCONDITIONS/HIVSTDVIRALHEPATITIS/SEXUALLYTRANSMITTEDDISEASE/Pages/trainings.aspx>
  - (3) Participate in quarterly EISO meetings convened by OHA.
  - (4) Participate in monthly EISO check-in calls or meetings with the OHA-designated contact.
  - (5) Attendance by one or more EISO program staff at the End HIV/STI Oregon Statewide Planning Group meetings, convened virtually three to five times/year.
  - (6) Participate in other training opportunities as requested by OHA.
  - (7) Participate in quarterly EISO case reviews convened virtually. Presentation of non-identifiable EISO Services cases are shared and discussed.
  - (8) Attendance at one additional conference by at least two staff. Suggested conferences include Oregon’s Meaningful Care Conference, the HIV Continuum of Care Conference, and Oregon Epidemiologists’ Meeting.
  
- h. HRSA funding has minimum activity and reporting requirements. In addition to the activities and requirements listed above, all providers of HIV EISO Services are required to submit the following by March 30 of each year:**

  - (1) A staffing plan and organizational chart submitted with yearly budgets.
  - (2) Mid-Year Progress Report and Annual Progress Report.
  - (3) An Outreach Services Work Plan, to include the following required elements:
    - (a) Priority Populations for Outreach Services
    - (b) Specific methods for reaching Priority Population(s) and recruiting into services (e.g., use of social media, events, plans to engage community and public health partners)

- (c) Policies and standard operating procedures (e.g., for HIV testing, referrals, PrEP navigation, and retention/follow-up with HIV-negative clients, linkage to Ryan White HIV/AIDS Program Services for HIV-positive clients)
  - (d) A process map/flow chart detailing service and referral pathways, including expected times for getting HIV positive and HIV negative clients into services.
  - (e) A strategy map delineating key activities and how they connect to EISO Program goals
  - (f) Service goals/metrics for each Priority Population
- i. In addition to the requirements in this Program Element, all EISO Services supported in whole or in part with funds provided under this Agreement must comply with the following confidentiality and reporting requirements:
- (1) Centers for Disease Control and Prevention. Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs: Standards to Facilitate Sharing and Use of Surveillance Data for Public Health Action. Atlanta (GA): U.S. Department of Health and Human Services, Centers for Disease Control and Prevention; 2011.  
<https://www.cdc.gov/nchhstp/programintegration/docs/pcsidatasecurityguidelines.pdf>
  - (2) All HIV testing data is entered directly by providers into Evaluation Web, the CDC's database system for HIV testing, or through a pre-approved data export process. Evaluation Web is accessed using two-factor authentication through the CDC Secure Access Management System (SAMS). LPHA staff needing access to SAMS for data entry into Evaluation Web must first request access through OHA.
  - (3) All EISO data shall be entered into Orpheus, Oregon's integrated electronic disease surveillance system, on an ongoing basis in the EISO interface. An EISO Orpheus Data Entry Guide to assist in correct and consistent reporting will be provided by OHA. All LPHA staff that provide EISO Services will participate in twice yearly EISO data cleaning and participate in annual evaluation of data. OHA will provide data elements at end of second quarter and end of fourth quarter.
  - (4) Establish and comply with a written policy and procedure regarding a breach of the confidentiality requirements of this Program Element. Such policy must describe the consequences to any employee, volunteer or subcontractor for a verified breach of the confidentiality requirements as outlined in this Program Element.
  - (5) Report to the OHA the nature of confirmed breaches by LPHA staff, including volunteers and subcontractors, of the confidentiality requirements of this Program Element within 14 days from the date the breach was confirmed.
- j. Acceptable use of financial awards for HIV EISO activities include:
- (1) Staffing and structure for programs addressing goals, objectives, strategies and activities described above.
  - (2) Collaborative work with other agencies furthering HIV EISO work.
  - (3) Advertising and promotion of activities for Priority Populations.
  - (4) Travel costs.
  - (5) Purchase and/or production of program materials.
  - (6) Necessary office equipment and/or supplies to conduct EISO activities, excluding furniture unless approved by OHA.

- (7) Training and/or conferences for staff and/or supervisors that is relevant to the intervention and/or working with Priority Populations. This includes monitoring and evaluation trainings.
- (8) Documentation, meetings, and preparation related to conducting programs.
- (9) Supervision, data collection and review and quality assurance activities.
- (10) Participation in planning, task force and other workgroups.

**k. EISO funds shall not be used to pay for:**

Actual HIV tests or test kits; PE7 funding allows for HIV tests and test kits and should be used for this purpose. EISO funds are intended as a resource of last resort; if an LPHA can justify why PE7 funds are unable to be used, or other resources leveraged, for HIV tests, LPHAs can submit a request to use EISO funds for this purpose. This will require OHA approval.

EISO funds shall not be used for STI tests or STI test kits or to pay cash to service clients, pay for PrEP or STI medications. EISO funds may not be used to pay for harm reduction supplies or services, such as Syringe Service Programs, syringes, cookers, cotton, or other drug paraphrenia. FTE must primarily be allocated to EISO primary/core activities but may be delivered in support of other prevention activities.

Due to the variability of these funds, LPHAs are encouraged to leverage Ryan White Part A and B monies, as well as insurance and other reimbursement to pay for and support sustainable EISO Services.

**l. Subcontracted Services.** LPHAs may use all or some of HIV EISO funds to subcontract with other LPHAs or community-based organizations for delivery of EISO Services. LPHA must ensure each subcontractor adheres to the standards, minimum requirements and reporting responsibilities outlined in this Program Element. LPHA must ensure each subcontractor:

- (e) Completes an OHA approved planning/reporting document.
- (f) Submits fiscal and monitoring data in a timely manner.
- (g) Meets the standards outlined in this Program Element.
- (h) Submits a strategy map delineating key activities and how they connect to EISO Program goals.

**5. General Requirements Applicable to Ryan White HIV/AIDS Program Services Funding.**

**a. Payor of Last Resort.**

Funds shall not be used to cover the costs for any item or service covered by other state, federal or private benefits or service programs and shall be used as dollars of last resort.

**b. Allowable Services.** Ryan White Part B Services funds must be allowable per [HRSA’s Ryan White Part B and per the Ryan White HIV/AIDS Program Services: Eligible Individuals and Allowable Uses of Funds Policy Clarification Notice \(PCN\) #16-02 \(Revised 10/22/2018\).](#)

**c. Direct Cash Reimbursements to Clients are Prohibited.**

Funds shall not be used to provide direct cash reimbursement to a person receiving services under this Program Element.

**d. Specified Services Funding Only.**

Funds may only be used for those serviced detailed in the approved budget unless otherwise approved by OHA.

**e. Vehicle Purchase.**

Vehicle purchases by LPHA using funding provided under this Program Element are subject to 45 CFR 75.320. Equipment must be used for EISO services as long as needed. When no longer needed for EISO services, OHA shall be notified. The vehicle may be used for other activities in the following order of priority:

- (1) Allowable Ryan White Program activities.
- (2) Activities allowable under Federal awards from other U.S. Department of Health & Human Services (HHS) awarding programs.
- (3) Costs associated with use of the vehicle for non-EISO related activities shall not be charged under this Program Element.
- (4) The LPHA is considered the owner and is responsible for management requirements. At the end of this the funding period, LPHA shall retain ownership to use, sell, and dispose of the vehicle per federal rule.

**f. AIDS Drug Assistance Program Funding Priority.**

The OHA is required to ensure AIDS Drug Assistance Program (ADAP) services are available to eligible Oregonians. Funding availability for EISO is not guaranteed. OHA reserves the right to terminate funding under this Program Element with 90 days advance written notice to LPHA, if OHA deems it necessary to ensure the stability of ADAP services.

**g. Aggregate Administrative Costs NTE 10%.** LPHA may use up to 10% of the direct costs listed in the budget to cover costs of administrative services.

**6. General Revenue and Expense Reporting.**

LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

- a.** Each quarter, OHA will review LPHA expenditures to ensure allocated funds are maximized and used appropriately.
  - (1) If 50 percent of funds are not spent annually by December 31, OHA and LPHA will meet to discuss barriers as well as ideas and plans for spending and use of these monies.
  - (2) If 75 percent of funds are not spent annually by April 30, LPHA will propose a formal action plan to OHA for use of unspent monies no later than May 15. This action plan may include a proposal to use unspent funds for a time-limited special project.
- b.** OHA must approve LPHA proposals on use of unspent funds when funds are underspent pursuant to Section a, above.
- c.** If agreement on an action plan is not achieved between LPHA and OHA, an approved action plan implementation does not result in timely use of underspent funds, or LPHA continues to underspend funds, OHA may reallocate any unspent EISO monies on allowable statewide special projects throughout the funding cycle.

**7. Reporting Requirements.**

- a. The following HRSA-required data elements must be collected for all clients receiving services: client first name, client last name, complete date of birth, gender, complete zip code, HIV status, and residency. For purposes of this requirement, client self-reported residency documentation is permissible.
- b. LPHA and subcontractors must enter data into the Orpheus and Evaluation Web as referenced in Sections 4.i.(2) and (3) with all demographic, service and clinical data fields entered within 30 days of the date of service. All annual HRSA required data must be entered into Orpheus and Evaluation Web by February 1 for the prior calendar year. If these reporting timelines are not met, OHA will work with the LPHA or subcontractor to establish and implement a corrective action plan.
- c. In addition to the General Revenue and Expense reporting requirements in Section 6 of this Program Element, LPHA must submit Mid-Year Progress Report (due January 31) and Annual Progress Report (due July 31) each year starting 2023.

**8. Performance Measures.**

LPHA must operate its program in a manner designed to achieve the following performance goals:

- a. All people newly diagnosed with HIV linked to HIV medical care within 30 days, with a goal of being linked to care and starting antiretroviral therapy within seven days.
- b. Initiate contact with all HIV+ individuals referred by OHA Surveillance within 72 hours of referral. Enroll HIV+ individuals in EIS Services or document reasons for non-enrollment.
- c. By March 30, of every year, complete activities referenced in Section 4.h.

**9. Early Intervention Services and Outreach/Orpheus-Based Outcome Measures.**

- a. HIV status and residency are HRSA-required data elements that must be collected for all clients receiving services, for purposes of this requirement, client self-reported residency documentation is permissible.
- b. LPHA shall enter the following data elements into Orpheus on an ongoing basis in the EISO interface. An EISO Orpheus Data Entry Guide to assist in correct and consistent reporting will be provided by OHA.

(1) For Persons with HIV/People with an HIV Positive Status:

- (a) HIV case interviewed
- (b) EISO enrolled
- (c) Contacts/partners named and tested for HIV
- (d) EISO services provided:
  - HIV Care
  - Other STI Testing
  - Health Education
  - Case Management
  - CAREAssist
  - Insurance

- (2) For persons with syphilis, rectal gonorrhea, or who are pregnant with syphilis at any state, and/or with an unknown HIV status:
  - (a) STI case interviewed
  - (b) Enrolled in EISO
  - (c) Contacts/partners named and tested for HIV
- (3) For persons receiving EISO services:
  - (a) HIV Testing
  - (b) PrEP Referral
  - (c) Other STI Testing
  - (d) Health Education

**10. Early Intervention Services and Outreach Close-Out Measures**

LPHA must use the following criteria to close out a person from EISO services:

- a. HIV positive clients – Newly Diagnosed or Out of Care: Documentation of EISO services offered and provided.
- b. Persons with HIV with a new Syphilis or rectal gonorrhea Diagnosis, or Pregnant person with syphilis of any stage: Documentation of EISO services offered and provided and documentation of a visit for HIV medical care (defined as evidence of at least one HIV viral load laboratory test within a year of the new STD diagnosis).
- c. Persons with unknown HIV status, a person with syphilis or rectal gonorrhea, or, Pregnant person with syphilis of any stage: Documentation of EISO services offered and provided and documentation of an HIV negative test within 30-days (plus or minus) of the syphilis or rectal gonorrhea report date.
- d. Contacts/partners to clients listed in Section 9 above: Documentation of EISO services offered and provided and documentation of HIV status of contact. HIV status is defined as either documentation of an HIV negative test within 30 days (plus or minus) of the initiation of the contact investigation or documentation of a visit for HIV medical care defined as evidence of at least one HIV viral load laboratory test within a year of the contact investigation.

- 11. A client may be enrolled again in EISO if they present with a subsequent STI diagnosis, are a contact to a new EISO case, or have been determined to be out of HIV care by OHA HIV Surveillance.



**Program Element # 079 Medical Reserve Corps (MRC)- State, Territory and Tribal Nations, Representative Organizations for Next Generation (STTRONG)**

**OHA Program Responsible for Program Element:**

Public Health Division/Center for Public Health Practice, Health Security, Preparedness & Response Program

**1. Description.**

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below to deliver the MRC-STTRONG award.

The MRC-STTRONG award will provide funds to MRC units to strengthen future public health emergency responses. Funds will support MRC leadership, volunteers, and the communities they serve through workforce development, volunteer engagement, community engagement and partnerships, training, the purchase of medical supplies, professional development, training and education, volunteer safety and liability, and costs associated with the establishment of new units. The associated projects aim to improve the local readiness and capacity of Oregon’s MRC units, which are frequently tasked by local governments and community organizations with providing medical assistance during public health emergencies and disasters. LPHAs activities will be based on promoting the Center for Disease Control and Prevention (CDC) Public Health Emergency Preparedness and Response Capabilities.<sup>1</sup>

**Cite Public Health Modernization Manual**

Emergency Preparedness and Response is one of the seven foundational capabilities described in the Oregon Public Health Modernization Manual. The foundational capabilities are needed for governmental public health to meet its charge to improve the health of everyone in Oregon. The vision for this foundational capability as stated in the Public Health Modernization Manual is as follows: “A healthy community is a resilient community that is prepared and able to respond to and recover from public health threats and emergencies.”<sup>2</sup>

This Program Element and all changes to this Program Element are effective the first day of the month noted in Issue Date of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of the Exhibit C of the Financial Assistance Award.

**2. Definitions Specific to this Program Element Description**

- a. **ASPR:** The U.S. Department of Health and Human Services, Administration for Strategic Preparedness & Response.
- b. **CDC Public Health Preparedness Capabilities:** The 15 capabilities developed by the CDC to serve as national public health preparedness standards for state and local planning. The CDC Public Health Preparedness Capabilities can be found on the CDC’s website here: <https://www.cdc.gov/readiness/php/capabilities/>
- c. **Medical Reserve Corps (MRC):** The Medical Reserve Corps is a national network of more than 300,000 volunteers, organized locally to improve the health and safety of their communities. LPHAs and jurisdictions with MRCs have developed these volunteer organizations to help meet the public health needs of their communities.
- d. **MRC-STTRONG:** Grant applicable only to LPHAs who have been awarded as a sub-recipient of OHA’s MRC-STTRONG application. MRC-STTRONG is an ASPR Cooperative Agreement to strengthen the MRC network – focusing on emergency preparedness, response, and health equity needs. Funded projects will bolster community response capabilities, building on the invaluable role that the MRC played during the fight against COVID-19. Procurement and allocation of MRC-STTRONG funds in Oregon is managed by the State Program Office.

- e. **State Program Office:** Refers to OHA’s statewide volunteer management program, housed under Health Security, Preparedness & Response. Individual MRCs are not led by the State Program Office but do receive guidance and assistance.

**3. Alignment with Modernization Foundational Programs and Foundational Capabilities.**

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual [https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

- a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
<b>Workforce Development</b>		*		*		X	X	X		X	X	X
<b>Volunteer Management</b>						X	X	X		X	X	X
<b>Community Engagement</b>	*	*	*	X		X	X	X		X	X	X
<b>Training &amp; Education</b>	X	X	X	*	X	X	X	X	X	X	X	X
<b>Medical Supplies</b>	*			*								X
<b>Start-Up Costs</b>												X

- b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric, Health Outcome Measure:**

Not applicable

- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric, Local Public Health Process Measure:**

Not applicable

**4. Procedural and Operational Requirements.**

By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

LPHA must:

- a. Submit local program plan and local program budget to OHA for approval.
- b. Engage in activities as described in its local program plan, which has been approved by OHA.
- c. Use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. Modification to the local program budget may only be made with OHA approval.
- d. Report on activities during required reporting schedules, both quarterly and annually.
- e. Attend two check-in meetings with State Program Office and other LPHAs receiving MRC-STTRONG funding to provide progress reports and engage collaboratively with other units for resource sharing.
- f. Maintain a standardized local program plan: LPHA must populate and maintain a local program plan on a template provided by the State Program Office. This workplan will be referenced during annual State Program Office check-ins to discuss and monitor progress.
- g. Request approval from OHA for budget changes in any dollar amount, OHA will request ASPR approval and relay the outcome to LPHA.
- h. Attend two annual State Program Office check-ins.
- i. Present workplan to Oregon MRC Network: Present to monthly MRC Unit Coordinator network at least once in the 2024/25 funding period of the project regarding progress or outcomes of their projects.

**5. General Revenue and Expense Reporting.**

LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

<b>Fiscal Quarter</b>	<b>Due Date</b>
First: June 1 – August 30	September 30
Second: September 1 – November 30	December 31
Third: December 1 – February 28	March 31
Fourth: March 31 – May 31	July 20

**6. Reporting Requirements.**

LPHA shall submit the following reports:

- a. ASPR reports: Quarterly and annual reports are required by ASPR. These reports aim to capture impact of MRC-STTRONG funded activities as they relate to [ASPR Strategic Focus Areas](#), [MRC-STTRONG goals](#), and [expanded CDC Emergency Preparedness Capabilities](#).
  - (1) Quarterly Reports are due each quarter of the funding period. The Quarterly Report template is provided by ASPR. LPHA shall submit the Quarterly Reports to the State Program Office prior to the Quarterly Report Due Date for each Project Quarter, as indicated in the table below.

Project Quarter	Quarter Period	Quarterly Report Due Date
<b>2024 - 2025 Funding Period</b>		
1	June – August, 2024	September 13, 2024
2	September – November, 2024	December 13, 2024
3	December, 2024 – February, 2025	March 14, 2025
4	March – May, 2025	June 13, 2025

(2) LPHA shall submit an Annual Report on a template provided by ASPR by August 2025.

b. Other reports: The following other reports may apply to LPHA’s local program plan and local program budget. The State Program Office will contact LPHA if it requires information LPHA must report to ASPR.

(1) LPHA Status Report: LPHA shall report the status of allocated funds (spent/unspent/encumbered) 3-months prior to the end of the funding period (March 2, 2025). A template for reporting will be provided by the State Program.

(2) Any additional reporting requirements as identified by ASPR or the State Program Office throughout the funding period.

**7. Performance Measures.**

a. LPHA will progress local emergency preparedness planning efforts in a manner designed to achieve the 15 CDC National Standards for State and Local Planning for Public Health Emergency Preparedness and is evaluated by mid-year, end of year and triennial reviews.

b. LPHAs must attend two check-in meetings with State Program Office and other LPHAs receiving MRC-STTRONG funding to provide progress reports and engage collaboratively with other units for resource sharing.

**References**

- Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>
- Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from [https://www.oregon.gov/oha/ph/About/TaskForce/Documents/public\\_health\\_modernization\\_manual.pdf](https://www.oregon.gov/oha/ph/About/TaskForce/Documents/public_health_modernization_manual.pdf) 58-62

**EXHIBIT C  
FINANCIAL ASSISTANCE AWARD AND  
REVENUE AND EXPENDITURE REPORTING FORMS**

This Exhibit C of this Agreement consists of and contains the following Exhibit sections:

- 1. Financial Assistance Award.**
- 2. Oregon Health Authority Public Health Division Expenditure and Revenue Report (for all Programs).**
- 3. Explanation of the Financial Assistance Award.**

**FINANCIAL ASSISTANCE AWARD (FY25)**

State of Oregon Oregon Health Authority Public Health Division		
<b>1) Grantee</b> Name: Deschutes County  Street: 2577 NE Courtney Dr. City: Bend State: OR Zip: 97701-7638	<b>2) Issue Date</b> Monday, July 1, 2024	<b>This Action</b> Award
	<b>3) Award Period</b> From July 1, 2024 through June 30, 2025	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$0.00	\$255,927.00	\$255,927.00
PE07	HIV Prevention Services	\$0.00	\$3,023.19	\$3,023.19
PE13	Tobacco Prevention and Education Program (TPEP)	\$0.00	\$476,491.43	\$476,491.43
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$0.00	\$36,014.00	\$36,014.00
PE40-01	WIC NSA: July - September	\$0.00	\$203,854.00	\$203,854.00
PE40-02	WIC NSA: October - June	\$0.00	\$611,561.00	\$611,561.00
PE40-05	Farmer's Market	\$0.00	\$7,634.00	\$7,634.00
PE42-04	MCAH Babies First! General Funds	\$0.00	\$21,120.00	\$21,120.00
PE42-11	MCAH Title V	\$0.00	\$70,252.00	\$70,252.00
PE42-12	MCAH Oregon Mothers Care Title V	\$0.00	\$62,511.00	\$62,511.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$0.00	\$222,328.00	\$222,328.00
PE44-02	SBHC - Mental Health Expansion	\$0.00	\$412,154.00	\$412,154.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$0.00	\$122,311.00	\$122,311.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$0.00	\$451,995.00	\$451,995.00

<b>4) OHA Public Health Funds Approved</b>				
<b>Number</b>	<b>Program</b>	<b>Previous Award Balance</b>	<b>Increase / Decrease</b>	<b>Current Award Balance</b>
PE51-02	Regional Partnership Implementation	\$0.00	\$878,978.00	\$878,978.00
PE63	MCAH LPHA Community Lead Organizations	\$0.00	\$50,000.00	\$50,000.00
PE73	HIV Early Intervention and Outreach Services	\$0.00	\$462,782.00	\$462,782.00
PE79	MRC-STTRONG (changing from PE12-04 in SFY25)	\$0.00	\$159,245.00	\$159,245.00
		\$0.00	\$4,508,180.62	\$4,508,180.62

<b>5) Foot Notes:</b>	
PE07	07/2024: SFY25 1-month funding allocation for July 2024; funds to be spent by 07/31/2024.
PE36	7/2024: Funding available 7/1/24-9/30/24
PE40-01	07/2024: SFY2025 Q1 unspent funds cannot be carried forward to the following Q2.
PE40-05	7/2024: SFY25 Q1 WIC Farm Direct mini grant award available 7/1/24-9/30/24. Unspent SFY25 Q1 funds may be carried over to Q2-4 period with request from grantee and an amendment to extend the SOW dates, for this grant only.

<b>6) Comments:</b>	
PE40-01	7/2024: Funds available 7/1/24-9/30/24. Must spend \$40,771 on Nutrition Ed, \$7,259 on BF Promotion
PE40-02	7/2024: Funds available 10/1/24-6/30/25. Must spend \$122,312 on Nutrition Ed, \$21,776 on BF Promotion
PE63	07/2024: SFY25 \$50,000 Newborn Nurse Home visiting
PE79	07/2024: SFY25 Fund must be spent by 05/31/2025

<b>7) Capital outlay Requested in this action:</b>				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
<b>Program</b>	<b>Item Description</b>	<b>Cost</b>	<b>PROG APPROV</b>	

# Oregon Health Authority Public Health Division Expenditure and Revenue Report (for all Programs)

OREGON HEALTH AUTHORITY PUBLIC HEALTH DIVISION EXPENDITURE AND REVENUE REPORT											
EMAIL TO: OHA-PHD.ExpendRevReport@dhsosha.state.or.us											
Agency: [Enter your agency name]											
Program: [Enter the Program Element Number / Sub Element and Title]											
Fiscal Year: July 1, [start year] to June 30, [end year]											
BREAKDOWN BY FISCAL YEAR QUARTER											
REVENUE	Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date		
A. PROGRAM INCOME/REVENUE	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	
1. Revenue from Fees										\$ -	
2. Donations										\$ -	
3. 3rd Party Insurance										\$ -	
4. Other Program Revenue										\$ -	
<b>TOTAL PROGRAM INCOME</b>		\$ -		\$ -		\$ -		\$ -		\$ -	
5. Other Local Funds (Identify)										\$ -	
5a.										\$ -	
5b.										\$ -	
6. Medicaid/OHP										\$ -	
7. Volunteer and In-Kind (estimate value)										\$ -	
8. Other (Specify)										\$ -	
9. Other (Specify)										\$ -	
10. Other (Specify)										\$ -	
<b>TOTAL REVENUE</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
EXPENDITURES	Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date		
B. EXPENDITURES	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	
1. Personal Services (Salaries and Benefits)									\$ -	\$ -	
2. Services and Supplies (Total)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2a. Professional Services/Contracts									\$ -	\$ -	
2b. Travel & Training									\$ -	\$ -	
2c. General Supplies									\$ -	\$ -	
2d. Medical Supplies									\$ -	\$ -	
2e. Other (enter total from the "Other Services & Supplies Expenditures" Form)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3. Capital Outlay									\$ -	\$ -	
4. Indirect Cost (\$)									\$ -	\$ -	
4a. Indirect Rate (____%)											
<b>TOTAL EXPENDITURES</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Less Total Program Income		\$ -		\$ -		\$ -		\$ -		\$ -	
<b>TOTAL REIMBURSABLE EXPENDITURES</b>		\$ -		\$ -		\$ -		\$ -		\$ -	
Check Box if amounts have been revised since report previously submitted											
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
WIC PROGRAM ONLY: Enter the Public Health Division Expenditures breakdown in the following categories for each quarter.											
** General Ledger report is required effective 1/1/19 and first report will be due with FY19 Quarter 3 Expenditure reports**											
C. CATEGORY	Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date		
1. Client Services									\$ -	\$ -	
2. Nutrition Services									\$ -	\$ -	
3. Breastfeeding Promotion									\$ -	\$ -	
4. General Administration									\$ -	\$ -	
<b>TOTAL WIC PROGRAM</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
D. CERTIFICATE	I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (2 CFR 200.415)										
PREPARED BY	PHONE	AUTHORIZED AGENT SIGNATURE					DATE				

Form Number 23-152

Revised July 2021



**TITLE OF FORM: OHA Public Health Division Expenditure and Revenue Report**  
**FORM NUMBER: 23-152 (Instructions)**

<b>WHO MUST COMPLETE THE FORM 23-152:</b>	All agencies receiving funds awarded through Oregon Health Authority Intergovernmental Agreement for Financing Public Health Services must complete this report for each grant-funded program. Agencies are responsible for assuring that each report is completed accurately, signed and submitted in a timely manner.
<b>WHERE TO SUBMIT REPORT:</b>	<a href="mailto:OHA-PHD.ExpendRevReport@dhsosha.state.or.us">OHA-PHD.ExpendRevReport@dhsosha.state.or.us</a>
<b>WHEN TO SUBMIT:</b>	Reports for grants are due <b>30 days</b> following the end of the 3-, 6-, and 9-month periods (10/30, 1/30, 4/30) and 51 days after the 12-month period (8/20) in each fiscal year. <b>Any</b> expenditure reports due and not received by the specified deadline could delay payments until reports have been received from the payee for the reporting period.
<b>REPORT REVISIONS:</b>	OHA will accept <i>revised</i> revenue and expenditure reports up to 30 calendar days after the due date for the first, second and third quarter expenditure reports. OHA will accept <i>revised</i> reports up to 14 days after the fourth quarter expenditure report due date.
<b>WHAT TO SUBMIT:</b>	Submit both the main Expenditure and Revenue Report and the Other Services & Supplies Expenditures (Other S&S) Form. WIC programs must submit a general ledger report quarterly.

**INSTRUCTIONS FOR COMPLETING THE FORM**

Report expenditures for both Non-OHA/PHD and OHA/PHD funds for which reimbursement is being claimed. This reporting feature is necessary for programs due to the requirement of matching federal dollars with state and/or local dollars.

- YEAR TO DATE expenditures are reported when payment is made, or a legal obligation is incurred.
- YEAR TO DATE revenue is reported when recognized.

**OHA/PHD:** Oregon Health Authority/Public Health Division

Enter your **Agency name, Program Element Number and Title, and Fiscal Year** start and end dates.

Gray shaded areas do not need to be filled out.

<b>A. REVENUE</b>	<b>Revenues that support program are to be entered for each quarter of the state fiscal year as either Program Revenue or Non-OHA/PHD Revenue.</b>
<b>Program Revenue</b>	Report this income in Section A. PROGRAM INCOME/REVENUE, Program Revenue column, Lines 1 through 4, for each quarter. Program income will be deducted from total OHA/PHD expenditures.
<b>TOTAL PROGRAM INCOME</b>	The total Program Revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
<b>Non-OHA/PHD Revenue</b>	Report this revenue in Section A. PROGRAM INCOME/REVENUE, Non-OHA/PHD Revenue column Lines 5 to 10, for each quarter. If applicable, identify sources of Line 5. Other Local Funds and specify type of Other for Lines 8 - 10. Non-OHA revenue is not subtracted from OHA/PHD expenditures.
<b>TOTAL REVENUE</b>	The total of Program and Non-OHA/PHD revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
<b>Fiscal Year To Date</b>	The YTD total Program or Non-OHA/PHD revenue for each line for the fiscal year. On the Excel report template, this is an auto sum field.
<b>B. EXPENDITURES</b>	<b>Expenditures are to be entered for each quarter of the state fiscal year as either Non-OHA/PHD Expenditures or OHA/PHD Expenditures.</b>
<b>Non-OHA/PHD Expenditures</b>	Program expenditures not reimbursed by the OHA Public Health Division.
<b>OHA/PHD Expenditures</b>	Reimbursable expenditures less program income.
<b>Line 1. Personal Services</b>	Report total salaries and benefits that apply to the program for each quarter. Payroll expenses may vary from month to month. Federal guidelines, 2 CFR 225 Appendix B.8. (OMB Circular A-87), require the maintenance of adequate time activity reports for individuals paid from grant funds.
<b>Line 2. Services and Supplies (Total)</b>	The total from the four subcategories (Lines 2a. through 2e.) below this category. On the Excel report template, this is an auto sum field.
<b>Line 2a. Professional Services/Contracts</b>	Report contract and other professional services expenditures for each quarter.
<b>Line 2b. Travel &amp; Training</b>	Report travel and training expenditures for each quarter.
<b>Line 2c. General Supplies</b>	Report expenditures for materials & supplies costing less than \$5,000 per unit for each quarter.

<b>Line 2d. Medical Supplies</b>	Report expenditures for medical supplies for each quarter.
<b>Line 2e. Other</b>	Report the Total Other S&S Expenditures from the Other S&S Expenditures Form. Data entry is done in the 'Other S&S Expenditures' Form by entering the type and amount of other services and supplies expenses.
<b>Line 3. Capital Outlay</b>	Report capital outlay expenditures for each quarter. Capital Outlay is defined as expenditure of a single item costing more than \$5,000 with a life expectancy of more than one year. Itemize all capital outlay expenditures by cost and description. Federal regulations require that capital equipment (desk, chairs, laboratory equipment, etc.) continue to be used within the program area. Property records for non-expendable personal property shall be maintained accurately per Subtitle A-Department of Health and Human Services, 45 Code of Federal Regulation (CFR) Part 75. <i>Prior approval must be obtained for any purchase of a single item or special purpose equipment having an acquisition cost of \$5,000 or more (PHS Grants Policy Statement; WIC, see Federal Regulations Section 246.14).</i>
<b>Line 4. Indirect Cost (\$)</b>	Report indirect costs for each quarter.
<b>Line 4a. Indirect Rate (%)</b>	Report the approved indirect rate percent within the (____%) area, in front of the % symbol. If no indirect rate or if you have a cost allocation plan, enter "N/A".
<b>TOTAL EXPENDITURES</b>	The total of OHA/PHD and Non-OHA/PHD expenditures for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
<b>Less Total Program Income</b>	Take from the Program Revenue, TOTAL PROGRAM INCOME line in the Revenue section for each quarter and fiscal year to date. This is the OHA/PHD income that gets deducted from OHA/PHD total expenditures. On the Excel report template, this is an auto fill field.
<b>TOTAL REIMBURSABLE EXPENDITURES</b>	The total OHA/PHD expenditures less total program income for each quarter and fiscal YTD. The amount reimbursed by OHA-PHD. On the Excel report template, this is an auto calculate field.
<b>Fiscal Year To Date</b>	The YTD total of each expenditure category/subcategory of both OHA/PHD and Non-OHA/PHD for the fiscal year. On the Excel report template, this is an auto sum field.
<b>C. WIC PROGRAM ONLY</b>	Report the Public Health Division expenditures for the 4 categories listed in the WIC Program section for each quarter. Refer to Policy 315: Fiscal Requirements of the Oregon WIC Program Policy and Procedure Manual for definitions of the categories.
<b>WIC GENERAL LEDGER REPORTING</b>	Effective 1/1/19 General Ledger reports must be submitted with quarterly Expenditure and Revenue Report. First report due is for FY19 Quarter 3. Reports should be cumulative for FY.
<b>TOTAL WIC PROGRAM</b>	The total of the four WIC expenditure categories for each quarter and fiscal year. On the Excel report template, this is an auto sum field.
<b>Fiscal Year to Date</b>	The YTD total of each WIC category for the fiscal year. On the Excel report template, this is an auto sum field.
<b>D. CERTIFICATE</b>	Certify the report.
<b>Prepared By</b>	Enter the name and phone number of the person preparing the report.
<b>Authorized Agent Signature</b>	Obtain the signature, name and date of the authorized agent.
<b>Where to Submit Report</b>	Email the report to the Email To: address indicated on the form.
<b>REIMBURSEMENT FROM THE STATE</b>	Transfer document will be forwarded to the county treasurer (where appropriate) with a copy to the local agency when OHA Public Health Division makes reimbursement
<b>WHEN A BUDGET REVISION IS REQUIRED</b>	It is understood that the pattern of expenses will follow the estimates set forth in the approved budget application. To facilitate program development, however, transfers between expense categories may be made by the local agency except in the following instances, when a budget revision will be required: <ul style="list-style-type: none"> <li>● If a transfer would result in or reflect a significant change in the character or scope of the program.</li> <li>● If there is a significant expenditure in a budget category for which funds were not initially budgeted in approved application.</li> </ul>

**EXPLANATION OF FINANCIAL ASSISTANCE AWARD**

The Financial Assistance Award set forth above and any Financial Assistance Award amendment must be read in conjunction with this explanation for purposes of understanding the rights and obligations of OHA and LPHA reflected in the Financial Assistance Award.

**1. Format and Abbreviations in Financial Assistance Award**

The Financial Assistance Award consists of the following Items and Columns:

- a. **Item 1 “Grantee”** is the name and address of the LPHA;
- b. **Item 2 “Issue Date” and “This Action”** is the date upon which the Financial Assistance Award is issued, and, if the Financial Assistance Award is a revision of a previously issued Financial Assistance Award; and
- c. **Item 3 “Award Period”** is the period of time for which the financial assistance is awarded and during which it must be expended by LPHA, subject to any restrictions set forth in the Footnotes section (see “Footnotes” below) of the Financial Assistance Award. Subject to the restrictions and limitations of this Agreement and except as otherwise specified in the Footnotes, the financial assistance may be expended at any time during the period for which it is awarded regardless of the date of this Agreement or the date the Financial Assistance Award is issued.
- d. **Item 4 “OHA Public Health Funds Approved”** is the section that contains information regarding the Program Elements for which OHA is providing financial assistance to LPHA under this Agreement and other information provided for the purpose of facilitating LPHA administration of the fiscal and accounting elements of this Agreement. Each Program Element for which financial assistance is awarded to LPHA under this Agreement is listed by its Program Element number and its Program Element name (full or abbreviated). In certain cases, funds may be awarded solely for a sub-element of a Program Element. In such cases, the sub-element for which financial assistance is awarded is listed by its Program Element number, its Program Element name (full or abbreviated) and its sub-element name (full or abbreviated) as specified in the Program Element. The awarded funds, administrative information and restrictions on a particular line are displayed in a columnar format as follows:

- (1) **Column 1 “Program”** will contain the Program Element name and number for each Program Element (and sub-element name, if applicable) for which OHA has awarded financial assistance to LPHA under this Agreement. Each Program Element name and number set forth in this section of the Financial Assistance Award corresponds to a specific Program Element Description set forth in Exhibit B. Each sub-element name (if specified) corresponds to a specific sub-element of the specified Program Element.
- (2) **Column 2 “Award Balance”** in instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount of financial assistance that was awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, prior to the issuance of an amendment to this Agreement. The information contained in this column is for information only, for purpose of facilitating LPHA’s administration of the fiscal and accounting elements of this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.
- (3) **Column 3 “Increase/(Decrease)”** in instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount by which the financial assistance awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, is increased or decreased by an amendment to this Agreement. The information contained in this column is for information only, for purpose of facilitating LPHA’s administration of the fiscal and accounting elements of this Agreement,

does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.

(4) **Column 4 “New Award Balance”** the amount set forth in this column is the amount of financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) identified on that line and is OHA’s maximum financial obligation under this Agreement in support of services comprising that Program Element (or sub-element). In instances in which OHA desires to limit or condition the expenditure of the financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) in a manner other than that set forth in the Program Element Description or elsewhere in this Agreement, these limitations or conditions shall be indicated by a letter reference(s) to the “Footnotes” section, in which an explanation of the limitation or condition will be set forth.

e. **Item 5 “Footnotes”** this section sets forth any special limitations or conditions, if any, applicable to the financial assistance awarded by OHA to LPHA for a particular Program Element (or sub-element). The limitations or conditions applicable to a particular award are indicated by corresponding Program Element (PE) number references appearing in the “Footnotes” section and on the appropriate line of the “New Award Balance” column of the “OHA Public Health Funds Approved” section. LPHA must comply with the limitations or conditions set forth in the “Footnotes” section when expending or utilizing financial assistance subject thereto.

f. **Item 6 “Comments”** this section sets forth additional footnotes, if any, applicable to the financial assistance awarded to OHA to LPHA for a particular Program Element. The limitations or conditions applicable to a particular award are indicated by corresponding Program Element (PE) number references appearing in the “Comments” section and on the appropriate line of the “New Award Balance” column of the “OHA Public Health Funds Approved” section. LPHA must comply with the limitations or conditions set forth in the “Comments” section when expending or utilizing financial assistance subject thereto.

g. **Item 7 “Capital Outlay Requested in This Action”** in instances in which LPHA requests, and OHA approves an LPHA request for, expenditure of the financial assistance provided hereunder for a capital outlay, OHA’s approval of LPHA’s capital outlay request will be set forth in this section of the Financial Assistance Award. This section contains a section heading that explains the OHA requirement for obtaining OHA approval for an LPHA capital outlay prior to LPHA’s expenditure of financial assistance provided hereunder for that purpose and provides a brief OHA definition of a capital outlay. The information associated with OHA’s approval of LPHA’s capital outlay request are displayed in a columnar format as follows:

- (1) **Column 1 “Program”** the information presented in this column indicates the Program Element (or sub-element), the financial assistance for which LPHA may expend on the approved capital acquisition.
- (2) **Column 2 “Item Description”** the information presented in this column indicates the specific item that LPHA is authorized to acquire.
- (3) **Column 3 “Cost”** the information presented in this column indicates the amount of financial assistance LPHA may expend to acquire the authorized item.
- (4) **Column 4 “Prog Approv”** the presence of the initials of an OHA official approves the LPHA request for capital outlay.

2. **Financial Assistance Award Amendments.** Amendments to the Financial Assistance Award are implemented as a full restatement of the Financial Assistance Award modified to reflect the amendment for each fiscal year. Therefore, if an amendment to this Agreement contains a new Financial Assistance Award, the Financial Assistance Award in the amendment supersedes and replaces, in its entirety, any prior Financial Assistance Award for that fiscal year.

**EXHIBIT D  
SPECIAL TERMS AND CONDITIONS**

**1. Enforcement of the Oregon Indoor Clean Air Act.** This section is for the purpose of providing for the enforcement of laws by LPHA relating to smoking and enforcement of the Oregon Indoor Clean Air Act (for the purposes of this section, the term “LPHA” will also refer to local government entities e.g., certain Oregon counties that agree to engage in this activity.)

**a. Authority.** Pursuant to ORS 190.110, LPHA may agree to perform certain duties and responsibilities related to enforcement of the Oregon Indoor Clean Air Act, 433.835 through 433.875 and 433.990(D) (hereafter “Act”) as set forth below.

**b. LPHA Enforcement Functions.** LPHA shall assume the following enforcement functions:

- (1) Maintain records of all complaints received using the complaint tracking system provided by OHA’s Tobacco Prevention and Education Program (TPEP).
- (2) Comply with the requirements set forth in OAR 333-015-0070 to 333-015-0085 using OHA enforcement procedures.
- (3) Respond to and investigate all complaints received concerning noncompliance with the Act or rules adopted under the Act.
- (4) Work with noncompliant sites to participate in the development of a remediation plan for each site found to be out of compliance after an inspection by the LPHA.
- (5) Conduct a second inspection of all previously inspected sites to determine if remediation has been completed within the deadline specified in the remediation plan.
- (6) Notify TPEP within five business days of a site’s failure to complete remediation, or a site’s refusal to allow an inspection or refusal to participate in development of a remediation plan. See Section c. (3) “OHA Responsibilities.”
- (7) For each non-compliant site, within five business days of the second inspection, send the following to TPEP: intake form, copy of initial response letter, remediation form, and all other documentation pertaining to the case.
- (8) LPHA shall assume the costs of the enforcement activities described in this section. In accordance with an approved Community-based work plan as prescribed in OAR 333-010-0330(3)(b), LPHAs may use Ballot Measure 44 funds for these enforcement activities.
- (9) If a local government has local laws or ordinances that prohibit smoking in any areas listed in ORS 433.845, the local government is responsible to enforce those laws or ordinances using local enforcement procedures. In this event, all costs of enforcement will be the responsibility of the local government. Ballot Measure 44 funds may apply; see Subsection (8) above.

**c. LPHA Training.** LPHA is responsible for ensuring that all staff engaging in LPHA enforcement functions under this Agreement have appropriate training to conduct inspections safely and effectively including, but not limited to, de-escalation training.

**d. OHA Responsibilities.** OHA shall:

- (1) Provide an electronic records maintenance system to be used in enforcement, including forms used for intake tracking, complaints, and site visit/remediation plan, and templates to be used for letters to workplaces and/or public places.
- (2) Provide technical assistance to LPHAs.

- (3) Upon notification of a failed remediation plan, a site’s refusal to allow a site visit, or a site’s refusal to develop a remediation plan, review the documentation submitted by the LPHA and issue citations to non-compliant sites as appropriate.
- (4) If requested by a site, conduct contested case hearings in accordance with the Administrative Procedures Act, ORS 183.411 to 183.470.
- (5) Issue final orders for all such case hearings.
- (6) Pursue, within the guidelines provided in the Act and OAR 333-015-0070 through OAR 333-015-0085, cases of repeat offenders to assure compliance with the Act.

**2. HIPAA/HITECH COMPLIANCE.**

a. The health care component of OHA is a Covered Entity and must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). When explicitly stated in the Program Element definition table located in Exhibit A, LPHA is a Business Associate of the health care component of OHA and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504. LPHA’s failure to comply with these requirements shall constitute a default under this Agreement.

- (1) **Consultation and Testing.** If LPHA reasonably believes that the LPHA’s or OHA’s data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, LPHA shall promptly consult the OHA Information Security Office. LPHA or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
- (2) **Data Transactions Systems.** If LPHA intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations, or other electronic transaction, LPHA shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement with OHA and shall comply with OHA EDI Rules set forth in OAR 943-120-0100 through 943-120-0200.

b. LPHA agrees that use and disclosure of Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) in the performance of its obligations shall be governed by the Agreement. When acting as a Business Associate of the health care component of OHA as described in Paragraph a. of this section, LPHA further agrees that it shall be committed to compliance with the standards set forth in the Privacy Rule and Security Rule as amended by the HITECH Act, and as they may be amended further from time to time, in the performance of its obligations related to the Agreement, and that it shall make all subcontractors and Providers comply with the same requirements.

3. If OHA intends to request reimbursement from FEMA for all allowable costs, Recipient shall provide to OHA timely reports that provide enough detail to OHA’s reasonable satisfaction, in order to obtain FEMA’s reimbursement.

**EXHIBIT E  
GENERAL TERMS AND CONDITIONS**

**1. Disbursement and Recovery of Financial Assistance.**

**a. Disbursement Generally.** Subject to the conditions precedent set forth below and except as otherwise specified in an applicable footnote in the Financial Assistance Award, OHA shall disburse financial assistance awarded for a particular Program Element, as described in the Financial Assistance Award, to LPHA in substantially equal monthly allotments during the period specified in the Financial Assistance Award for that Program Element, subject to the following:

- (1) Upon written request of LPHA to the OHA Contract Administrator and subsequent OHA approval, OHA may adjust monthly disbursements of financial assistance to meet LPHA program needs.
- (2) OHA may reduce monthly disbursements of financial assistance as a result of, and consistent with, LPHA’s Underexpenditure or Overexpenditure of prior disbursements.
- (3) After providing LPHA 30 calendar days advance notice, OHA may withhold monthly disbursements of financial assistance if any of LPHA’s reports required to be submitted to OHA under this Exhibit E, Section 6 “Reporting Requirements” or that otherwise are not submitted in a timely manner or are incomplete or inaccurate. OHA may withhold the disbursements under this subsection until the reports have been submitted or corrected to OHA’s satisfaction.

OHA may disburse to LPHA financial assistance for a Program Element in advance of LPHA’s expenditure of funds on delivery of the services within that Program Element, subject to OHA recovery at Agreement Settlement of any excess disbursement. The mere disbursement of financial assistance to LPHA in accordance with the disbursement procedures described above does not vest in LPHA any right to retain those funds. Disbursements are considered an advance of funds to LPHA which LPHA may retain only to the extent the funds are expended in accordance with the terms and conditions of this Agreement.

Agreement Settlement will be used to reconcile any discrepancies in the final Expenditure Report and actual OHA disbursements of funds awarded under a particular line of Exhibit C, “Financial Assistance Award.” For purposes of this section, amounts due to LPHA are determined by the actual amount of reported on the final Expenditure Report under that line of the Financial Assistance Award, as properly reported in accordance with the “Reporting Requirements” sections of the Agreement or as required in an applicable Program Element, and subject to the terms and limitations in this Agreement.

After OHA reconciles the final Expenditure Report, OHA will send an Agreement Settlement Letter to the LPHA to adjust funds when applicable

**b. Conditions Precedent to Disbursement.** OHA’s obligation to disburse financial assistance to LPHA under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (1) No LPHA default as described in Exhibit F, Section 6 “LPHA Default” has occurred.
- (2) LPHA’s representations and warranties set forth in Exhibit F, Section 4 “Representations and Warranties” of this Exhibit are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

c. **Recovery of Financial Assistance.**

(1) **Notice of Underexpenditure, Overexpenditure or Misexpenditure.** If OHA believes there has been an Underexpenditure or Overexpenditure (as defined in Exhibit A) of moneys disbursed under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in “Recover of Underexpenditure or Overexpenditure” below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A) of moneys disbursed to LPHA under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in “Recover of Misexpenditure” below.

(2) **Recovery of Underexpenditure or Overexpenditure.**

(a) **LPHA’s Response.** LPHA shall have 90 calendar days from the effective date of the notice of Underexpenditure or Overexpenditure to pay OHA in full or notify the OHA that it wishes to engage in the appeals process set forth in Section 1.c.(2)(b) below. If LPHA fails to respond within that 90-day time period, LPHA shall promptly pay the noticed Underexpenditure or Overexpenditure amount.

(b) **Appeals Process.** If LPHA notifies OHA that it wishes to engage in an appeal process, LPHA and OHA shall engage in non-binding discussions to give the LPHA an opportunity to present reasons why it believes that there is no Underexpenditure or Overexpenditure, or that the amount of the Underexpenditure or Overexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Overexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure or Overexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to “Recover from Future Payments” below. If OHA and LPHA continue to disagree about whether there has been an Underexpenditure or Overexpenditure or the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.

(c) **Recovery From Future Payments.** To the extent that OHA is entitled to recover an Underexpenditure or Overexpenditure pursuant to “Appeal Process” above, OHA may recover the Underexpenditure or Overexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including, but not limited to, any amount owed to LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amounts of the Underexpenditure or Overexpenditure from amounts owed LPHA by OHA as set forth in this subsection), and shall identify the amounts owed by OHA which OHA intends to offset, (including contracts or agreements, if any, under which the amounts owed arose) LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA’s request for



alternate offset, unless the LPHA's proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority, or would result in a delay in recovery that exceeds three months. In the event that OHA and LPHA are unable to agree on which specific amounts, owed to LPHA by OHA, the OHA may offset in order to recover the amount of the Underexpenditure or Overexpenditure, then OHA may select the particular contracts or agreements between OHA and LPHA and amounts from which it will recover the amount of the Underexpenditure or Overexpenditure, within the following limitations: OHA shall first look to amounts owed to LPHA (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to LPHA by OHA. In no case, without the prior consent of LPHA, shall OHA deduct from any one payment due LPHA under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Overexpenditure.

**(3) Recovery of Misexpenditure.**

- (a) LPHA's Response.** From the effective date of the notice of Misexpenditure, LPHA shall have the lesser of: (i) 60 calendar days; or (ii) if a Misexpenditure relates to a Federal Government request for reimbursement, 30 calendar days fewer than the number of days (if any) OHA must appeal a final written decision from the Federal Government, to either:
- i.** Make a payment to OHA in the full amount of the noticed Misexpenditure identified by OHA;
  - ii.** Notify OHA that LPHA wishes to repay the amount of the noticed Misexpenditure from future payments pursuant to "Recovery from Future Payments" below; or
  - iii.** Notify OHA that it wishes to engage in the applicable appeal process set forth in "Appeal Process for Misexpenditure" below.

If LPHA fails to respond within the time required by "Appeal Process for Misexpenditure" below, OHA may recover the amount of the noticed Misexpenditure from future payments as set forth in "Recovery from Future Payments" below.

- (b) Appeal Process for Misexpenditure.** If LPHA notifies OHA that it wishes to engage in an appeal process with respect to a noticed Misexpenditure, the parties shall comply with the following procedures, as applicable:
- i. Appeal from OHA-Identified Misexpenditure.** If OHA's notice of Misexpenditure is based on a Misexpenditure solely of the type described in Sections 15.b. or c. of Exhibit A, LPHA and OHA shall engage in the process described in this subsection to resolve a dispute regarding the noticed Misexpenditure. First, LPHA and OHA shall engage in non-binding discussions to give LPHA an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of a Misexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of

responsibility for repayment of a Misexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to “Recovery from Future Payments” below. If OHA and LPHA continue to disagree as to whether there has been a Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.

**ii. Appeal from Federal-Identified Misexpenditure.**

**A.** If OHA’s notice of Misexpenditure is based on a Misexpenditure of the type described in Exhibit A, Section 15.a. and the relevant Federal Agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then LPHA may, prior to 30 calendar days prior to the applicable federal appeals deadline, request that OHA appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by the Federal Agency. If LPHA so requests that OHA appeal the determination of improper use of federal funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of LPHA, be retained by the LPHA or returned to OHA pending the final federal decision resulting from the initial appeal. If the LPHA does request, prior to the deadline set forth above, that OHA appeal, OHA shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the U.S. Department of Health and Human Services (HHS) (the “Grant Appeals Board”) pursuant to the process for appeal set forth in 45 CFR. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the Federal Agency. LPHA and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either LPHA, OHA, or both may, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the initial appeal is final, LPHA shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold

future payments pursuant to “Recovery From Future Payments” below. To the extent that LPHA retained any of the amount in controversy while the appeal was pending, the LPHA shall pay to OHA the interest, if any, charged by the Federal Government on such amount.

- B.** If the relevant Federal Agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds or LPHA does not request that OHA pursue an appeal prior to 30 calendar days prior to the applicable federal appeals deadline, and if OHA does not appeal, then within 90 calendar days of the date the federal determination of improper use of federal funds, the federal notice of disallowance or other federal identification of improper use of funds is final LPHA shall repay to OHA the amount of the noticed Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to “Recovery From Future Payments” below.
- C.** If LPHA does not request that OHA pursue an appeal of the determination of improper use of federal funds, the notice of disallowance, or other federal identification of improper use of funds, prior to 30 calendar days prior to the applicable federal appeals deadline but OHA nevertheless appeals, LPHA shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) within 90 calendar days of the date the federal decision resulting from the appeal is final, by issuing payment to OHA or by directing OHA to withhold future payments pursuant to “Recover From Future Payments” below.
- D.** Notwithstanding Subsection a, i. through iii. above, if the Misexpenditure was expressly authorized by an OHA rule or an OHA writing signed by an authorized person that applied when the expenditure was made, but was prohibited by federal statutes or regulations that applied when the expenditure was made, LPHA will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:
  - I.** Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, LPHA and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
  - II.** For purposes of this Subsection D., an OHA writing must interpret this Agreement or an OHA rule and be signed by the Director of the OHA or by one of the following OHA officers concerning services in the category where the officers are listed:

**Public Health Services:**

- Public Health Director
- Public Health Director of Fiscal and Business Operations

OHA shall designate alternate officers in the event the offices designated in the previous sentence are abolished. Upon LPHA request, OHA shall notify LPHA of the names of individual officers with the above titles. OHA shall send OHA writings described in this paragraph to LPHA by mail and email.

- III. The writing must be in response to a request from LPHA for expenditure authorization, or a statement intended to provide official guidance to LPHA or counties generally for making expenditures under this Agreement. The writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the writing.
- IV. If OHA writing is in response to a request from LPHA for expenditure authorization, the request must be in writing and signed by the director of an LPHA department with authority to make such a request or by the LPHA Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.
- V. An OHA writing expires on the date stated in the writing, or if no expiration date is stated, six years from the date of the writing. An expired OHA writing continues to apply to LPHA expenditures that were made in compliance with the writing and during the term of the writing.
- VI. OHA may revoke or revise an OHA writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement or law or any other applicable authority.
- VII. OHA rule does not authorize an expenditure that this Agreement prohibits.

(c) **Recovery From Future Payments.** To the extent that OHA is entitled to recover a Misexpenditure pursuant to “Appeal Process for Misexpenditure” above, OHA may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including but not limited to, any amount owed to LPHA by OHA under this Agreement or any amount owed to LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amount of the Misexpenditure from amounts owed LPHA by OHA as set forth in this Subsection (c) and shall identify the amounts owed by OHA that OHA intends to offset (including the contracts or agreements, if any, under which the amounts owed arose and from those OHA wishes to deduct payments from). LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the

deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA’s request for alternate offset, unless the LPHA’s proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority. In the event that OHA and LPHA are unable to agree on which specific amounts are owed to LPHA by OHA, that OHA may offset in order to recover the amount of the Misexpenditure, then OHA may select the particular contracts or agreements between OHA and County and amounts from which it will recover the amount of the Misexpenditure, after providing notice to LPHA, and within the following limitations: OHA shall first look to amounts owed to LPHA (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to LPHA by OHA. In no case, without the prior consent of LPHA, shall OHA deduct from any one payment due LPHA under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

**d. Additional Provisions With Respect to Underexpenditures, Overexpenditures and Misexpenditures.**

- (1) LPHA shall cooperate with OHA in the Agreement Settlement process.
- (2) OHA's right to recover Underexpenditures, Overexpenditures and Misexpenditures from LPHA under this Agreement is not subject to or conditioned on LPHA’s recovery of any money from any other entity.
- (3) If the exercise of the OHA's right to offset under this provision requires the LPHA to complete a re-budgeting process, nothing in this provision shall be construed to prevent the LPHA from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
  - (a) Nothing in this provision shall be construed as a requirement or agreement by the LPHA or the OHA to negotiate and execute any future contract with the other.
  - (b) Nothing in this Section 1.d. shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

**2. Use of Financial Assistance.** LPHA may use the financial assistance disbursed to LPHA under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to implement Program Elements during the term of this Agreement. LPHA may not expend financial assistance provided to LPHA under this Agreement for a particular Program Element (as reflected in the Financial Assistance Award) on the implementation of any other Program Element.

**3. Subcontracts.** Except when the Program Element Description expressly requires a Program Element Service or a portion thereof to be delivered by LPHA directly, and except for the performance of any function, duty or power of the LPHA related to governance as that is described in OAR 333-014-0580, LPHA may use the financial assistance provided under this Agreement for a particular Program Element service to purchase that service, or portion thereof, from a third person or entity (a “Subcontractor”) through a contract (a “Subcontract”). Subject to “Subcontractor Monitoring” below, LPHA may permit a Subcontractor to purchase the service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Subcontractors for purposes of this Agreement and the subcontracts shall be considered Subcontracts for purposes of this Agreement. LPHA shall not permit any person or entity to be a Subcontractor unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Program Element service. The Subcontract must be in writing and contain each of the provisions set

forth in Exhibit H, in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Subcontract under the terms of this Agreement or that are necessary to implement Program Element service delivery in accordance with the applicable Program Element Descriptions and the other terms and conditions of this Agreement. LPHA shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to OHA upon request. LPHA must comply with OAR 333-014-0570 and 333-014-0580 and ensure that any subcontractor of a Subcontractor comply with OAR 333-014-0570.

**4. Subcontractor Monitoring.** In accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200, LPHA shall monitor each Subcontractor’s delivery of Program Element services and promptly report to OHA when LPHA identifies a major deficiency in a Subcontractor’s delivery of a Program Element service or in a Subcontractor’s compliance with the Subcontract between the Subcontractor and LPHA. LPHA shall promptly take all necessary action to remedy any identified deficiency. LPHA shall also monitor the fiscal performance of each Subcontractor and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a major deficiency in a Subcontractor’s delivery of a Program Element service or in a Subcontractor’s compliance with the Subcontract between the Subcontractor and LPHA, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Subcontractor. LPHA must monitor its Subcontractors itself and may not enter into a contract with another entity for monitoring Subcontracts. LPHAs must have internal controls and policies in place to ensure there are no unresolved conflicts of interest between the subcontractor and the individual monitoring the subcontractor.

**5. Alternative Formats and Translation of Written Materials, Interpreter Services.** In connection with the delivery of Program Element services, LPHA shall:

- a. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client’s or OHA’s request, all written materials in alternate, if appropriate, formats as required by OHA’s administrative rules or by OHA’s written policies made available to LPHA.
- b. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client’s or OHA’s request, all written materials in the prevalent non-English languages in LPHA’s service area.
- c. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client’s or OHA’s request, oral interpretation services in all non-English languages in LPHA’s service area.
- d. Make available to an LPHA Client with hearing impairment, without charge to the LPHA Client, upon the LPHA Client’s or OHA’s request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, “written materials” includes, without limitation, all written materials created by LPHA in connection with the Services and all Subcontracts related to this Agreement. The LPHA may develop its own forms and materials and with such forms and materials the LPHA shall be responsible for making them available to an LPHA Client, without charge to the LPHA Client or OHA, in the prevalent non-English language. OHA shall be responsible for making its forms and materials available, without charge to the LPHA Client or LPHA, in the prevalent non-English language.

**6. Reporting Requirements.** For each calendar quarter or portion thereof, during the term of this Agreement, in which LPHA expends and receives financial assistance awarded to LPHA by OHA under this Agreement, LPHA shall prepare and deliver to OHA the reports outlined below on October 30 (after end of three month period), January 30 (after end of six month period), April 30 (after end of nine month period) and August 20 (after end of 12 month period). The required reports are:

A separate expenditure report for each Program in which LPHA expenditures and receipts of financial assistance occurred during the quarter as funded by indication on the original or formally amended

Financial Assistance Award located in the same titled section of Exhibit C of this Agreement. Each report, must be substantially in the form set forth in Exhibit C titled “Oregon Health Authority, Public Health Division Expenditure and Revenue Report.”

All reports must be completed in accordance with the associated instructions and must provide complete, specific and accurate information on LPHA’s use of the financial assistance disbursed to LPHA hereunder. In addition, LPHA shall comply with all other reporting requirements set forth in this Agreement, including but not limited to, all reporting requirements set forth in applicable Program Element descriptions. OHA may request information and LPHA shall provide if requested by OHA, the amount of LPHA’s, as well as any of LPHA’s Subcontractors’ and sub recipients’, administrative costs as part of either direct or indirect costs, as defined by federal regulations and guidance. OHA will accept *revised* revenue and expenditure reports up to 30 calendar days after the due date for the first, second and third quarter’s expenditure reports. OHA will accept *revised* reports up to 14 days after the fourth quarter expenditure report due date. If LPHA fails to comply with these reporting requirements, OHA may withhold future disbursements of all financial assistance under this Agreement, as further described in Section 1 of this Exhibit E.

- 7. **Operation of Public Health Program.** LPHA shall operate (or contract for the operation of) a public health program during the term of this Agreement. If LPHA uses financial assistance provided under this Agreement for a particular Program Element, LPHA shall include that Program Element in its public health program from the date it begins using the funds provided under this Agreement for that Program Element until the earlier of (a) termination or expiration of this Agreement, (b) termination by OHA of OHA’s obligation to provide financial assistance for that Program Element, in accordance with Exhibit F, Section 8 “Termination” or (c) termination by LPHA, in accordance with Exhibit F, Section 8 “Termination” , of LPHA’s obligation to include that Program Element in its public health program.
- 8. **Technical Assistance.** During the term of this Agreement, OHA shall provide technical assistance to LPHA in the delivery of Program Element services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the LPHA concerns a Subcontractor, OHA may require, as a condition to providing the assistance, that LPHA take all action with respect to the Subcontractor reasonably necessary to facilitate the technical assistance.
- 9. **Payment of Certain Expenses.** If OHA requests that an employee of LPHA, or a Subcontractor or a citizen providing services or residing within LPHA’s service area, attend OHA training or an OHA conference or business meeting and LPHA has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of LPHA but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual <http://www.oregon.gov/DAS/Pages/Programs.aspx> as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.
- 10. **Effect of Amendments Reducing Financial Assistance.** If LPHA and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Program Element, LPHA is not required by this Agreement to utilize other LPHA funds to replace the funds no longer received under this Agreement as a result of the amendment, and LPHA may, from and after the date of the amendment, reduce the quantity of that Program Element service included in its public health program commensurate with the amount of the reduction in financial assistance awarded for that Program Element. Nothing in the preceding sentence shall affect LPHA’s obligations under this Agreement with respect to financial assistance disbursed by OHA under this Agreement or with respect to Program Element services delivered.
- 11. **Resolution of Disputes over Additional Financial Assistance Owed LPHA After Termination or Expiration.** If, after termination or expiration of this Agreement, LPHA believes that OHA disbursements of financial assistance under this Agreement for a particular Program Element are less than the amount of financial assistance that OHA is obligated to provide to LPHA under this Agreement

for that Program Element, as determined in accordance with the applicable financial assistance calculation methodology, LPHA shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of LPHA's notice to pay LPHA in full or notify LPHA that it wishes to engage in a dispute resolution process. If OHA notifies LPHA that it wishes to engage in a dispute resolution process, LPHA and OHA's Public Health Director (or delegate) shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe LPHA any additional financial assistance or that the amount owed is different than the amount identified by LPHA in its notices, and to give LPHA the opportunity to reconsider its notice. If OHA and LPHA reach agreement on the additional amount owed to LPHA, OHA shall promptly pay that amount to LPHA. If OHA and LPHA continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. Nothing in this section shall preclude the LPHA from raising underpayment concerns at any time prior to termination of this Agreement under "Resolution of Disputes, Generally" below.

**12. Resolution of Disputes, Generally.** In addition to other processes to resolve disputes provided in this Exhibit, either party may notify the other party that it wishes to engage in a dispute resolution process. Upon such notification, the parties shall engage in non-binding discussion to resolve the dispute. If the parties do not reach agreement as a result of non-binding discussion, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.

**13.** Nothing in this Agreement shall cause or require LPHA or OHA to act in violation of state or federal constitutions, statutes, regulations or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Section 1 of this Exhibit E.

**14. Purchase and Disposition of Equipment.**

**a.** For purposes of this section, "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than \$5,000 per item. However, for purposes of information technology equipment, the monetary threshold does not apply. Information technology equipment shall be tracked for the mandatory line categories listed below:

- (1) Network
- (2) Personal Computer
- (3) Printer/Plotter
- (4) Server
- (5) Storage devices that will contain Client information.
- (6) Storage devices that will not contain Client information when the acquisition cost is \$100 or more
- (7) Software when the acquisition cost is \$100 or more

**b.** For any Equipment purchased with funds from this Agreement, ownership shall be in the name of the LPHA and LPHA is required to accurately maintain the following Equipment inventory records:

- (1) description of the Equipment;
- (2) serial number;
- (3) source of funding for the Equipment (including the FAIN);



- (4) who holds title;
  - (5) where Equipment was purchased;
  - (6) acquisition cost and date
  - (7) percentage of federal participation in cost;
  - (8) location, use and condition of the Equipment; and
  - (9) any ultimate disposition data including the date of disposal and sale price of the Equipment
- c. LPHA shall provide the Equipment inventory list to OHA upon request. LPHA shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of LPHA or any subcontractors. LPHA shall depreciate all Equipment, with a value of more than \$5,000, using the straight-line method.
- d. Upon termination of this Agreement, or any service thereof, for any reason whatsoever, LPHA shall, upon request by OHA, immediately, or at such later date specified by OHA, tender to OHA all Equipment purchased with funds under this Agreement as OHA may require to be returned to the State. At OHA's direction, LPHA may be required to deliver said Equipment to a subsequent Subcontractor for that Subcontractor's use in the delivery of services formerly provided by LPHA. Upon mutual agreement, in lieu of requiring LPHA to tender the Equipment to OHA or to a subsequent Subcontractor, OHA may require LPHA to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or service termination.
- e. Funds from this Agreement used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated and the OHA's written, or e-mail approval provided authorizing the purchase.
- f. Notwithstanding anything herein to the contrary, LPHA shall comply with CFR Subtitle B with guidance at 2 CFR Part 200 as amended, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.
- g. Equipment provided directly by OHA to the LPHA and/or its Subcontractor(s) to support delivery of specific program services is to be used for those program services. If the LPHA and/or its Subcontractor(s) discontinue providing the program services for which the equipment is to be used, the equipment must be returned to OHA or transferred to a different provider at the request of OHA.

**EXHIBIT F**  
**STANDARD TERMS AND CONDITIONS**

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject, and which are applicable to the Agreement or to the delivery of Program Element services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, rules, regulations and executive orders to the extent they are applicable to the Agreement: (a) OAR 943-005-0000 through 943-005-0007, prohibiting discrimination against individuals with disabilities, as may be revised, and all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of locally administered public health programs, including without limitation, all administrative rules adopted by OHA related to public health programs; (c) all state laws requiring reporting of LPHA Client abuse; (d) ORS 659A.400 to 659A.409, ORS 659A.145; (e) 45 CFR 164 Subpart C; and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Program Element services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including LPHA and OHA, that employ subject workers who provide Program Element services 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.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that LPHA is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
  - a. LPHA represents and warrants as follows:
    - (1) **Organization and Authority.** LPHA is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. LPHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
    - (2) **Due Authorization.** The making and performance by LPHA of this Agreement (a) have been duly authorized by all necessary action by LPHA; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of LPHA's charter or other organizational document; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which LPHA is a party or by which LPHA may be bound or affected. No authorization,

consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by LPHA of this Agreement.

- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by LPHA and constitutes a legal, valid and binding obligation of LPHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) **Program Element Services.** To the extent Program Element services are performed by LPHA, the delivery of each Program Element service will comply with the terms and conditions of this Agreement and meet the standards for such Program Element service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

**b.** OHA represents and warrants as follows:

- (1) **Organization and Authority.** OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) **Due Authorization.** The making and performance by OHA of this Agreement: (a) have been duly authorized by all necessary action by OHA; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.
- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

**c.** Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

## **5. Ownership of Intellectual Property.**

- a.** Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by LPHA or a Subcontractor in connection with the Program Element services with respect to that portion of the intellectual property that LPHA owns, LPHA grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in this Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 5.a.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 5.a.(1).
- b.** If state or federal law requires that OHA or LPHA grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then LPHA shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any

intellectual property created or delivered by LPHA in connection with the Program Element services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in this Agreement that restrict or prohibit dissemination or disclosure of information, to LPHA to use, copy, distribute, display, build upon and improve the intellectual property.

- c. LPHA shall include in its Subcontracts terms and conditions necessary to require that Subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

**6. LPHA Default.** LPHA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. LPHA fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.
- b. Any representation, warranty or statement made by LPHA herein or in any documents or reports made by LPHA in connection herewith that are reasonably relied upon by OHA to measure the delivery of Program Element services, the expenditure of financial assistance or the performance by LPHA is untrue in any material respect when made;
- c. LPHA: (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property; (2) admits in writing its inability, or is generally unable, to pay its debts as they become due; (3) makes a general assignment for the benefit of its creditors; (4) is adjudicated as bankrupt or insolvent; (5) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect); (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of LPHA, in any court of competent jurisdiction, seeking: (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of LPHA; (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of LPHA or of all or any substantial part of its assets; or (3) similar relief in respect to LPHA under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against LPHA is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
- e. The delivery of any Program Element fails to comply satisfactorily to OHA with the terms and conditions of this Agreement or fails to meet the standards for a Program Element as set forth herein, including but not limited to, any terms, condition, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

7. **OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by OHA herein or in any documents or reports made in connection herewith or relied upon by LPHA to measure performance by OHA is untrue in any material respect when made.

8. **Termination.**

a. **LPHA Termination.** LPHA may terminate this Agreement in its entirety or may terminate its obligation to include one or more Program Elements in its public health program:

- (1) For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;
- (2) Upon 45 calendar days advance written notice to OHA, if LPHA does not obtain funding, appropriations and other expenditure authorizations from LPHA’s governing body, federal, state or other sources sufficient to permit LPHA to satisfy its performance obligations under this Agreement, as determined by LPHA in the reasonable exercise of its administrative discretion;
- (3) Upon 30 calendar days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as LPHA may specify in the notice; or
- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that LPHA no longer has the authority to meet its obligations under this Agreement.

b. **OHA Termination.** OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more Program Elements described in the Financial Assistance Award:

- (1) For its convenience, upon at least three calendar months advance written notice to LPHA, with the termination effective as of the first day of the month following the notice period;
- (2) Upon 45 calendar days advance written notice to LPHA, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Program Elements immediately upon written notice to LPHA, or at such other time as it may determine, if action by the federal government to terminate or reduce funding or if action by the Oregon Legislative Assembly or Emergency Board to terminate or reduce OHA’s legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;
- (3) Immediately upon written notice to LPHA if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to

meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;

- (4) Upon 30 calendar days advance written notice to LPHA, if LPHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to LPHA, if any license or certificate required by law or regulation to be held by LPHA or a Subcontractor to deliver a Program Element service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed or changed in such a way that LPHA or a Subcontractor no longer meets requirements to deliver the service. This termination right may only be exercised with respect to the Program Element impacted by the loss of necessary licensure or certification; or
- (6) Immediately upon written notice to LPHA, if OHA determines that LPHA or any of its Subcontractors have endangered or are endangering the health or safety of an LPHA Client or others in performing the Program Element services covered in this Agreement.

**9. Effect of Termination**

- a. Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay or disburse financial assistance to LPHA under this Agreement, whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award except: (1) with respect to funds described in the Financial Assistance Award, to the extent OHA’s disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of the Program Element service or Program Element service capacity of that type performed or made available from the effective date of this Agreement through the termination date; and (2) with respect to funds described in the Financial Assistance Award, to the extent OHA’s disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred with respect to delivery of that Program Element service, from the effective date of this Agreement through the termination date.
- b. Upon termination of LPHA’s obligation to perform under a particular Program Element service, OHA shall have: (1) no further obligation to pay or disburse financial assistance to LPHA under this Agreement for administration of that Program Element service whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award for administration of that Program Element; and (2) no further obligation to pay or disburse any financial assistance to LPHA under this Agreement for such Program Element service whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award for such Program Element service except: (a) with respect to funds described in the Financial Assistance Award, to the extent OHA’s disbursement of financial assistance for the particular Program Element service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of the Program Element service or Program Element service capacity of that type performed or made available during the period from the effective date of this Agreement through the termination date; and (b) with respect to funds described in the Financial Assistance Award, to the extent OHA’s disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by LPHA with respect to delivery of that Program Element service during the period from the effective date of this Agreement through the termination date.

- c. Upon termination of OHA’s obligation to provide financial assistance under this Agreement for a particular Program Element service, LPHA shall have no further obligation under this Agreement to provide that Program Element service.
- d. **Disbursement Limitations.** Notwithstanding Subsections a. and b. above, under no circumstances will OHA be obligated to provide financial assistance to LPHA for a particular Program Element service in excess of the amount awarded under this Agreement for that Program Element service as set forth in the Financial Assistance Award.
- e. **Survival.** Exercise of a termination right set forth in Section 8 “Termination” of this Exhibit F in accordance with its terms, shall not affect LPHA’s right to receive financial assistance to which it is entitled hereunder as described in Subsections a. and b. above or the right of OHA or LPHA to invoke the dispute resolution processes under “Resolution of Disputes over Additional Financial Assistance Owed to LPHA After Termination” or “Resolution of Disputes, Generally” below. Notwithstanding Subsections a. and b. above, exercise of the termination rights in the “Termination” above or termination of this Agreement in accordance with its terms, shall not affect LPHA’s obligations under this Agreement or OHA’s right to enforce this Agreement against LPHA in accordance with its terms, with respect to financial assistance disbursed by OHA under this Agreement, or with respect to Program Element services delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in “Termination” above or termination of this Agreement in accordance with its terms shall not affect LPHA’s representations and warranties; reporting obligations; record-keeping and access obligations; confidentiality obligations; obligation to comply with applicable federal requirements; the restrictions and limitations on LPHA’s expenditure of financial assistance actually disbursed by OHA hereunder, LPHA’s obligation to cooperate with OHA in the Agreement Settlement process; or OHA’s right to recover from LPHA; in accordance with the terms of this Agreement; any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure or Misexpenditure. If a termination right set forth in the “Termination” above is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

10. **Insurance.** LPHA shall require first-tier Subcontractors, which are not units of local government, to maintain insurance as set forth in Exhibit I, “Subcontractor Insurance Requirements”, which is attached hereto.

11. **Records Maintenance, Access, and Confidentiality.**

- a. **Access to Records and Facilities.** OHA, 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 LPHA that are directly related to this Agreement, the financial assistance provided hereunder, or any Program Element service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, upon 24-hour prior notice to LPHA, LPHA shall permit authorized representatives of OHA to perform site reviews of all Program Element services delivered by LPHA.
- b. **Retention of Records.** LPHA shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the financial assistance provided hereunder or any Program Element service, for a minimum of six years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or termination or expiration of this Agreement. If there are unresolved audit or Agreement Settlement questions at the end of the applicable retention period, LPHA shall retain the records until the questions are resolved.

- c. **Expenditure Records.** LPHA shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the financial assistance disbursed to LPHA by OHA under this Agreement. In particular, but without limiting the generality of the foregoing, LPHA shall (i) establish separate accounts for each Program Element for which LPHA receives financial assistance from OHA under this Agreement and (ii) document expenditures of financial assistance provided hereunder for employee compensation in accordance with CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by OHA, utilize time/activity studies in accounting for expenditures of financial assistance provided hereunder for employee compensation. LPHA shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with CFR Subtitle B with guidance at 2 CFR Part 200.
- d. **Safeguarding of LPHA Client Information.** LPHA shall maintain the confidentiality of LPHA Client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, LPHA shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. LPHA shall create and maintain written policies and procedures related to the disclosure of LPHA Client information and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.
12. **Information Privacy/Security/Access.** If the Program Element Services performed under this Agreement requires LPHA or its Subcontractor(s) to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractors(s) or both access to such OHA Information Assets or Network and Information Systems, LPHA shall comply and require its Subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, 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 943-014-0305, as such rule may be revised from time to time.
13. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of the parties. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Either party may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
14. **Assignment of Agreement, Successors in Interest.**
- a. LPHA shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement, and their respective successors and permitted assigns.
15. **No Third-Party Beneficiaries.** OHA and LPHA are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that LPHA’s performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits



enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- 16. **Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
- 17. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the term or provision held to be invalid.
- 18. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five calendar days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when delivered to the addressee.

**OHA:** Office of Contracts & Procurement  
 500 Summer Street NE, E03  
 Salem, Oregon 97301  
 Telephone: 503-945-5818 Facsimile: 503-378-4324

**COUNTY:** Deschutes County,  
 Janice Garceau  
 2577 NE Courtney Drive  
 Bend, Oregon 97701-7368  
 Telephone: (541) 322-7400  
 Email: Janice.Garceau@deschutes.org

- 19. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 20. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any Amendments so executed shall constitute an original.
- 21. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
- 22. **Construction.** This Agreement is the product of extensive negotiations between OHA and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a

reasonable, lawful and effective meaning to this Agreement to the extent possible, consistent with the public interest.

**23. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the LPHA (or would be if joined in the Third Party Claim ), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Agency in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the LPHA on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the LPHA is jointly liable with the State (or would be if joined in the Third Party Claim), the LPHA shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the LPHA on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the LPHA on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The LPHA's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

**24. Indemnification by LPHA Subcontractor.** LPHA shall take all reasonable steps to cause its subcontractor, that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") 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 LPHA's subcontractors or any of the officers, agents, employees or subcontractors of the subcontractor ( "Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the subcontractor from and against all Claims.

## EXHIBIT G

### REQUIRED FEDERAL TERMS AND CONDITIONS

In addition to the requirements of Section 2 of Exhibit F, LPHA shall comply and as indicated, require all Subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to LPHA, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** LPHA shall comply and require all Subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Program Element Services. Without limiting the generality of the foregoing, LPHA 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 this Agreement: (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, as amended, (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, and (j) 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 this Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then LPHA 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 U.S. Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then LPHA 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. 7606), 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 (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 Agency. LPHA 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.** LPHA 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 Agreement, the LPHA certifies, to the best of the LPHA's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of LPHA, 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.

- b. 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 agreement, the LPHA shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The LPHA 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 and Subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the 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.
- e. No part of any federal funds paid to LPHA under this Agreement 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.
- f. No part of any federal funds paid to LPHA under this Agreement 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 States 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 and administrative processes within the executive branch of that government.
- g. 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.
- h. No part of any federal funds paid to LPHA under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I 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.** LPHA 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 U.S.C. 6901 *et seq.*). Section 6002 of that Act (codified at 42 U.S.C. 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 Agency. Current guidelines are set forth in 40 CFR Part 247.

7. **Audits.** Sub-recipients, as defined in 45 CFR 75.2, which includes, but is not limited to LPHA, shall comply, and LPHA shall require all Subcontractors to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of Federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, Subpart F. Copies of all audits must be submitted to OHA upon request as needed. If a sub-recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
8. **Debarment and Suspension.** LPHA shall not permit any person or entity to be a Subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" 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.
9. **Drug-Free Workplace.** LPHA shall comply and require all Subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) LPHA 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 LPHA's workplace or while providing services to OHA clients. LPHA's notice shall specify the actions that will be taken by LPHA against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, LPHA'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; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, 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) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) 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; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither LPHA, or any of LPHA's employees, officers, agents or Subcontractors may provide any service required under this Agreement 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 LPHA or LPHA's employee, officer, agent or Subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the LPHA or LPHA's employee, officer, agent or Subcontractor's performance of essential job function or creates a direct threat to LPHA 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; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. **Pro-Children Act.** LPHA shall comply and require all sub-contractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** To the extent LPHA provides any Service whose costs are paid in whole or in part by Medicaid, LPHA shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
  - a. 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 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. LPHA shall acknowledge LPHA'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.
  - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid agreement) 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, Subcontractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
12. **ADA.** LPHA shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
13. **Agency-Based Voter Registration.** If applicable, LPHA shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
14. **Disclosure.**
  - a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to

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

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. 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.
- c. 45 CFR 75.113 requires applicants and recipients of federal funds to disclose, in a timely manner, in writing to the United States Health and Human Services (HHS) awarding agency or pass-through entity all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the HHS Office of the Inspector General at the following address:

U.S. Department of Health and Human Services  
 Office of the Inspector General  
 Attn: Mandatory Grant Disclosures, Intake Coordinator  
 330 Independence Ave, SW  
 Cohen Building, Room 5527  
 Washington, DR 20201

OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

**15. Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.317 through 200.327, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.

**EXHIBIT H**  
**REQUIRED SUBCONTRACT PROVISIONS**

- 1. Expenditure of Funds.** Subcontractor may expend the funds paid to Subcontractor under this Contract solely on the delivery of \_\_\_\_\_, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
- a.** Subcontractor may not expend on the delivery of \_\_\_\_\_ any funds paid to Subcontractor under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of \_\_\_\_\_.
  - b.** If this Agreement requires Subcontractor to deliver more than one service, Subcontractor may not expend funds paid to Subcontractor under this Contract for a particular service on the delivery of any other service.
  - c.** Subcontractor may expend funds paid to Subcontractor under this Contract only in accordance with federal 2 CFR Subtitle B with guidance at 2 CFR Part 200 as those regulations are applicable to define allowable costs.
- 2. Records Maintenance, Access and Confidentiality.**
- a. Access to Records and Facilities.** LPHA, the Oregon Health Authority, 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 Subcontractor that are directly related to this Contract, the funds paid to Subcontractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Subcontractor shall permit authorized representatives of LPHA and the Oregon Health Authority to perform site reviews of all services delivered by Subcontractor hereunder.
  - b. Retention of Records.** Subcontractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Subcontractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the above period, Subcontractor shall retain the records until the questions are resolved.
  - c. Expenditure Records.** Subcontractor shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Subcontractor under this Contract. In particular, but without limiting the generality of the foregoing, Subcontractor shall (i) establish separate accounts for each type of service for which Subcontractor is paid under this Contract and (ii) document expenditures of funds paid to Subcontractor under this Contract for employee compensation in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by LPHA, utilize time/activity studies in accounting for expenditures of funds paid to Subcontractor under this Contract for employee compensation. Subcontractor shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.
  - d. Safeguarding of Client Information.** Subcontractor shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Subcontractor shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. Subcontractor shall create and maintain written policies and procedures related to the disclosure of client information and shall make such



policies and procedures available to LPHA and the Oregon Health Authority for review and inspection as reasonably requested.

- e. **Information Privacy/Security/Access.** If the services performed under this Agreement requires Subcontractor to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, Subcontractor(s) shall comply and require its staff to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, 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 943-014-0305, as such rule may be revised from time to time.

3. **Alternative Formats of Written Materials.** In connection with the delivery of Program Element services, LPHA shall make available to LPHA Client, without charge, upon the LPHA Client’s reasonable request:

- a. All written materials related to the services provided to the LPHA Client in alternate formats.
- b. All written materials related to the services provided to the LPHA Client in the LPHA Client’s language.
- c. Oral interpretation services related to the services provided to the LPHA Client to the LPHA Client in the LPHA Client’s language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the LPHA Client.

For purposes of the foregoing, “written materials” means materials created by LPHA, in connection with the Service being provided to the requestor. The LPHA may develop its own forms and materials and with such forms and materials the LPHA shall be responsible for making them available to an LPHA Client, without charge to the LPHA Client in the prevalent non-English language(s) within the LPHA service area. OHA shall be responsible for making its forms and materials available, without charge to the LPHA Client or LPHA, in the prevalent non-English language(s) within the LPHA service area.

4. **Compliance with Law.** Subcontractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Subcontractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to public health programs; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. 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. All employers, including Subcontractor, that employ subject workers who provide services 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. In addition, Subcontractor shall comply, as if it were LPHA thereunder, with the federal requirements set forth in Exhibit G to that certain 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority dated as of July 1, 2023, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

5. **Grievance Procedures.** If Subcontractor employs fifteen (15) or more employees to deliver the services under this Contract, Subcontractor shall establish and comply with employee grievance procedures. In accordance with 45 CFR 84.7, the employee grievance procedures must provide for resolution of allegations of discrimination in accordance with applicable state and federal laws. The employee grievance procedures must also include “due process” standards, which, at a minimum, shall include:

- a. An established process and time frame for filing an employee grievance.
- b. An established hearing and appeal process.
- c. A requirement for maintaining adequate records and employee confidentiality.
- d. A description of the options available to employees for resolving disputes.

Subcontractor shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Subcontractor and are aware of the means by which employees may make use of the employee grievance procedures. Subcontractor may satisfy these requirements for ensuring that employees are aware of the means for making use of the employee grievance procedures by including a section in the Subcontractor employee manual that describes the Subcontractor employee grievance procedures, by publishing other materials designed for this purpose, or by presenting information on the employee grievance procedures at periodic intervals in staff and board meetings.

6. **Independent Contractor.** Unless Subcontractor is a State of Oregon governmental agency, Subcontractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or LPHA.

7. **Indemnification.** To the extent permitted by applicable law, Subcontractors that are not units of local government as defined in ORS 190.003, shall defend (in the case of the State of Oregon and the Oregon Health Authority, subject to ORS chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, LPHA, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Subcontractor, including but not limited to the activities of Subcontractor or its officers, employees, Subcontractors or agents under this Contract.

8. **Required Subcontractor Insurance Language.**

- a. First tier Subcontractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Subcontractor’s expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I of the 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority and incorporated herein by this reference.
- b. Subcontractor(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnatee”) 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 Subcontractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Subcontractor from and against all Claims.

9. **Subcontracts.** Subcontractor shall include Sections 1 through 7, in substantially the form set forth above, in all permitted subcontracts under this Agreement.

**EXHIBIT I  
SUBCONTRACTOR INSURANCE REQUIREMENTS**

**General Requirements.** LPHA shall require its first tier Subcontractors(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Subcontractors perform under contracts between LPHA and the Subcontractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. LPHA shall not authorize Subcontractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, LPHA shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. LPHA shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Subcontractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts or pursuing legal action to enforce the insurance requirements. In no event shall LPHA permit a Subcontractor to work under a Subcontract when the LPHA is aware that the Subcontractor is not in compliance with the insurance requirements. As used in this section, a "first tier" Subcontractor is a Subcontractor with whom the LPHA directly enters into a Subcontract. It does not include a subcontractor with whom the Subcontractor enters into a contract.

**TYPES AND AMOUNTS.**

1. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included.

2. **PROFESSIONAL LIABILITY**

**Required by OHA**    **Not required by OHA.**

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

3. **COMMERCIAL GENERAL LIABILITY**

**Required by OHA**    **Not required by OHA.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

**Bodily Injury, Death and Property Damage:**

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.

\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

4. **AUTOMOBILE LIABILITY INSURANCE**

**Required by OHA**    **Not required by OHA.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

**Bodily Injury, Death and Property Damage:**

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

5. **ADDITIONAL INSURED.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the Subcontractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

6. **"TAIL" COVERAGE.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subcontractor 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 the Subcontract, for a minimum of 24 months following the later of : (i) the Subcontractor's completion and LPHA 's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Subcontractor may request, and OHA may grant approval of the maximum "tail "coverage period reasonably available in the marketplace. If OHA approval is granted, the Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

7. **NOTICE OF CANCELLATION OR CHANGE.** The Subcontractor or its insurer must provide 30 calendar days' written notice to LPHA before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

8. **CERTIFICATE(S) OF INSURANCE.** LPHA shall obtain from the Subcontractor a certificate(s) of insurance for all required insurance before the Subcontractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

**EXHIBIT J**  
**Information required by CFR Subtitle B with guidance at 2 CFR Part 200**

**PE07 HIV Prevention Services**

Federal Award Identification Number:	State Funds	NU62PS924543
Federal Award Date:		04/18/23
Budget Performance Period:		01/01/2022 - 07/31/2024
Awarding Agency:		CDC
CFDA Number:		93.940
CFDA Name:		HIV Prevention Activities, Health Department Based
Total Federal Award:		5,726,144
Project Description:		Integrating HIV Surveillance and Prevention work to build structural strategies to reduce HIV infections and support HIV care as well as reduce health related disparities among those at risk for HIV.
Awarding Official:		Ronald Buchanan
Indirect Cost Rate:		17.79%
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	53313	53212
Index:	50403	50403

Agency	UEI	Amount	Amount	Grand Total:
Deschutes	SVJRCF7JN519	\$1,163.46	\$1,859.73	\$3,023.19

**PE36 Alcohol & Drug Prevention Education Program (ADPEP)**

Federal Award Identification Number:	B08TI085829
Federal Award Date:	02/15/23
Budget Performance Period:	10/1/22-9/30/24
Awarding Agency:	SAMHSA
CFDA Number:	93.959
CFDA Name:	Block Grants for Prevention and Treatment of Substance Abuse
Total Federal Award:	\$6,547,845
Project Description:	Substance Abuse Prevention & Treatment Block Grant
Awarding Official:	Jessica Hartman
Indirect Cost Rate:	17.79
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	52530
Index:	50341

Agency	UEI	Amount	Grand Total:
Deschutes	SVJRCF7JN519	\$36,014.00	\$36,014.00

**PE40-01 WIC NSA: July - September**

Federal Award Identification Number:	217OROR7W1003	217OROR7W1003	217OROR7W1003
Federal Award Date:	04/06/23	04/06/24	04/06/24
Budget Performance Period:	10/01/2023-09/30/2024	10/01/2023-09/30/2024	10/01/2023-09/30/2024
Awarding Agency:	FNS USDA	FNS USDA	FNS USDA
CFDA Number:	10.557	10.557	10.557
CFDA Name:	WIC NSA Grant	WIC NSA Grant	WIC NSA Grant
Total Federal Award:	\$28,500,000	\$28,500,000	\$28,500,000
Project Description:	WIC Admin	WIC Nutrition Education	WIC Breastfeeding Promotion
Awarding Official:	USDA Western Region	USDA Western Region	USDA Western Region
Indirect Cost Rate:	17.79%	17.79%	17.79%
Research and Development (T/F):	FALSE	FALSE	FALSE
HIPPA	No	No	No
PCA:	52110	52112	52111
Index:	50331	50331	50331

Agency	UEI	Amount	Amount	Amount	Grand Total:
Deschutes	SVJRCF7JN519	\$155,824.00	\$40,771.00	\$7,259.00	\$203,854.00

**PE40-02 WIC NSA: October - June**

Federal Award Identification Number:	237OROR7W1003	237OROR7W1003	237OROR7W1003
Federal Award Date:			
Budget Performance Period:	10/01/2023-09/30/2024	10/01/2024-09/30/2025	10/01/2024-09/30/2025
Awarding Agency:	FNS USDA	FNS USDA	FNS USDA
CFDA Number:	10.557	10.557	10.557
CFDA Name:	WIC Admin	WIC Admin	WIC Admin
Total Federal Award:	28,500,000	28,500,000	28,500,000
Project Description:	WIC	WIC	WIC
Awarding Official:	Chad Davis-Montgomery	Chad Davis-Montgomery	Chad Davis-Montgomery
Indirect Cost Rate:	17.79%	17.79%	17.79%
Research and Development (T/F):	FALSE	FALSE	FALSE
HIPPA	No	No	No
PCA:	52441	52443	52442
Index:	50331	50331	50331

Agency	UEI	Amount	Amount	Amount	Grand Total:
Deschutes	SVJRCF7JN519	\$467,473.00	\$122,312.00	\$21,776.00	\$611,561.00

**PE42-11 MCAH Title V**

Federal Award Identification Number:	B0452948
Federal Award Date:	02/27/24
Budget Performance Period:	10/01/2023 - 09/30/2025
Awarding Agency:	DHHS/HRSA
CFDA Number:	93.994
CFDA Name:	Maternal and Child Health Services
Total Federal Award:	\$2,764,999
Project Description:	Maternal and Child Health Services Block Grant to the States
Awarding Official:	Lewissa Swanson
Indirect Cost Rate:	10%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	52453
Index:	50336

Agency	UEI	Amount	Grand Total:
Deschutes	SVJRCF7JN519	\$70,252.00	\$70,252.00

**PE42-12 MCAH Oregon Mothers Care Title V**

Federal Award Identification Number:	B0452948
Federal Award Date:	02/27/24
Budget Performance Period:	10/01/2023-09/30/2025
Awarding Agency:	DHHS
CFDA Number:	93.994
CFDA Name:	Maternal and Child Health Services
Total Federal Award:	\$2,764,999
Project Description:	Maternal and Child Health Services Block Grant to the States
Awarding Official:	Lewissa Swanson
Indirect Cost Rate:	10%
Research and Development (T/F):	FALSE
HIPPA	Yes
PCA:	52456
Index:	50336

Agency	UEI	Amount	Grand Total:
Deschutes	SVJRCF7JN519	\$62,511.00	\$62,511.00

**PE43-01 Public Health Practice (PHP) - Immunization Services**

Federal Award Identification Number:	NH23IP922626
Federal Award Date:	08/05/21
Budget Performance Period:	7/1/2024-6/30/2025
Awarding Agency:	CDC
CFDA Number:	93.268
CFDA Name:	Immunization Cooperative Agreements
Total Federal Award:	38,627,576
Project Description:	CDC-RFA-IP19-1901 Immunization and Vaccines for Children
Awarding Official:	Jason Rothbard
Indirect Cost Rate:	17.64
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53856
Index:	50404

Agency	UEI	Amount	Grand Total:
Deschutes	SVJRCF7JN519	\$222,328.00	\$222,328.00

**PE50 Safe Drinking Water (SDW) Program (Vendors)**

Federal Award Identification Number:	State Funds	State Funds	State Funds	02J27501	02J58801	TBD
Federal Award Date:				05/24/23	03/01/24	
Budget Performance Period:			10/1/2024-9/30/2025	7/1/2023-6/30/2026	10/01/2023 - 09/30/2024	10/1/2023-9/30/2026
Awarding Agency:			Environmental Protection Agency (EPA)	Environmental Protection Agency (EPA)	Environmental Protection Agency (EPA)	Environmental Protection Agency (EPA)
CFDA Number:			66.432	66.468	66.432	66.468
CFDA Name:			State Public Water System Supervision	Drinking Water State Revolving Fund	State Public Water System Supervision	Capitalization Grants for Drinking Water State Revolving Funds
Total Federal Award:			TBD	\$26,040,300	\$1,748,669	TBD
Project Description:			OHA State Public Water System Supervision (PWSS) Primacy	Oregon's Drinking Water State Revolving Fund (General Supplemental)	OHA State Public Water System Supervision (PWSS) Primacy	Oregon's Drinking Water State Revolving Fund (base)
Awarding Official:			Tiffany Eastman	Catelyn Jones	Tiffany Eastman	TBD
Indirect Cost Rate:			TBD	18.06%	17.79%	17.79%
Research and Development (T/F):	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE
HIPPA	No	No	No	No	No	No
PCA:	51283	51058	TBD2	51704	51327	TBD1
Index:	50204	50204	50204	50204	50204	50204

Agency	UEI	Amount	Amount	Amount	Amount	Amount	Amount	Grand Total:
Deschutes	SVJRCF7JN519	\$36,693.30	\$12,231.10	\$27,519.97	\$9,173.33	\$9,173.33	\$27,519.97	\$122,311.00



**PE79 MRC-STTRONG (changing from PE12-04 in SFY25)**

Federal Award Identification Number:	U3REP230687
Federal Award Date:	06/01/23
Budget Performance Period:	06/01/2023-05/31/2025
Awarding Agency:	DHHS/ASPR
CFDA Number:	93.008
CFDA Name:	Medical Reserve Corps Small Grant Program
Total Federal Award:	2500000
Project Description:	MRC-STTRONG
Awarding Official:	Claudia Roman-Stolte
Indirect Cost Rate:	18.06
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53515
Index:	50407

Agency	UEI	Amount	Grand Total:
Deschutes	SVJRCF7JN519	\$159,245.00	\$159,245.00



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 10, 2024

**SUBJECT:** Consideration of recommendations from the Solid Waste Advisory Committee regarding the siting, development and mitigation of a new landfill

**RECOMMENDED MOTION:**

The recommendations of the Solid Waste Advisory Committee to the Board of County Commissioners are to:

1. Select the Hooker Creek "Moon Pit" property for siting Deschutes County's future landfill and authorize staff to move forward with negotiating a purchase agreement and securing associated permits;
2. Direct that staff work with stakeholders to develop and implement a robust and comprehensive mitigation strategy that reflects community values to minimize impacts to area wildlife and recreation; and
3. Direct staff to prioritize waste prevention and recovery and move as quickly as possible to implement those strategies to reduce the overall costs and greenhouse gas emissions of the new landfill.

These recommendations are reflected in Order No. 2024-021, submitted for the BOCC's consideration.

**BACKGROUND AND POLICY IMPLICATIONS:**

In 2019, the Board of County Commissioners (BOCC) approved the Deschutes County Solid Waste Management Plan (SWMP) that outlined several key issues related to managing solid waste in the County for the next 20 years and beyond. A primary recommendation of the SWMP was the siting, permitting, and building of a new in-County landfill to replace Knott Landfill when it reaches its capacity.

In April 2022, the BOCC appointed the SWAC that consisted of representatives of each of the four municipal jurisdictions and both franchise haulers, as well as five citizens-at-large and a representative of the environmental community. The role of the SWAC was to review and recommend the criteria and process to be used to evaluate prospective sites and to apply the criteria in the assessment and selection of a finalist location. The SWAC, working with Department of Solid Waste staff and Parametrix (the consulting firm awarded the contract to assist in the site assessment process), developed the Site Selection Criteria (SSC)

to guide the siting of a new solid waste management facility. After holding a work session with staff to discuss and amend the document, the BOCC approved the SSC in June of 2022.

The site selection process reviewed over 200 areas of interest in the County, then reviewed 31 of those through the broad screening evaluation process. This was followed by the focus screening evaluation of 12 potential sites. During this phase, the SSC was amended by the BOCC at SWAC's recommendation to include the Federal Aviation Administration's advisory memorandum which expanded the airport exclusionary zone from 10,000 feet from the Bend and Redmond airports runways to a five-mile exclusionary zone from the airport property boundary to minimize the potential for airplane bird strikes.

The SWAC recommended two sites in the eastern portion of the County for final site evaluation. Following that evaluation, the SWAC came to a unanimous recommendation of the Moon Pit site for BOCC consideration.

A public hearing was held before the BOCC on June 12, 2024, after which the Board allowed the submittal of additional written comments until Wednesday, June 26<sup>th</sup>. All written public comments and other relevant materials pertaining to the public hearing may be viewed at [www.deschutes.org/solidwaste/page/solid-waste-management-facility-location-proposal](http://www.deschutes.org/solidwaste/page/solid-waste-management-facility-location-proposal).

In follow-up to the public hearing and questions that were raised during the Board's discussion, Parametrix has assembled three memoranda to provide additional information and/or clarification regarding water rights, environmental mitigation, and aggregate value as those issues pertain to the Moon Pit site. The full Solid Waste Management Facility Final Site Evaluation Report and Appendices and all relevant SWAC meeting details can be accessed at [deschutes.org/managethefuture](http://deschutes.org/managethefuture).

**BUDGET IMPACTS:**

The Solid Waste Department has included \$2,700,000 in the FY24/25 budget for the next stage of the procurement and permitting process. The overall project development is anticipated to cost between \$50-60 million to procure, permit, develop and commence operation in 2030.

**ATTENDANCE:**

Tim Brownell, Director of Solid Waste  
Dwight Miller, Project Manager, Parametrix

REVIEWED  

---

LEGAL COUNSEL

07/10/2024 Item #10.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Adopting the Recommendations of the \*  
Solid Waste Advisory Committee for the \*  
Development of a New Solid Waste Management \*  
Facility in Deschutes County at the Hooker Creek \*  
“Moon Pit” Site

ORDER NO. 2024-021

WHEREAS, the Deschutes County Solid Waste Management Plan adopted by the Board of County Commissioners (BOCC) in 2019 recommended the development of a new Landfill (Solid Waste Management Facility) in Deschutes County, and

WHEREAS, the County issued a Request for Proposal in 2021 for consultant services to assist in development of site selection and screening process and provide technical assistance in site review, and BOCC approved appointment of Parametrix to provide those services, and

WHEREAS, the BOCC appointed a Solid Waste Advisory Committee (SWAC) of twelve members representing the four local jurisdictions, franchise waste and recyclables collection service providers, a Sunriver community representative, an environmental community representative, and at-large community members to review and recommend a Site Selection Criteria (SSC) Technical Memorandum outlining the process to assess potential locations. The BOCC approved the SSC on June 22, 2022; and

WHEREAS, Parametrix, with assistance and direction of the SWAC, utilized the SSC to review over 200 areas of interest, which was narrowed to 33 sites for broad-site screening, further reduced to 12 sites for focused screening, and ultimately reviewing two sites for significant technical assessment; and

WHEREAS, the process received over 1000 written comments, hundreds of attendees at various meetings, and dozens of public comments at SWAC meetings; and

WHEREAS, after careful review the SWAC was unanimous in their recommendations to the BOCC for their consideration to move forward with the Moon Pit location for the permitting of a new Solid Waste Management Facility in Deschutes County.

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, HEREBY ORDERS as follows:

Section 1. The Solid Waste Department, in coordination with other County Departments, to negotiate the purchase rights to the Hooker Creek Moon Pit Aggregate Mine property for the purposes of securing the necessary environmental permits and land entitlements in pursuit of the development of a new Solid Waste Management Facility (Municipal Solid Waste Landfill) to serve Deschutes County for the foreseeable future.

Section 2. The County shall work with stakeholders to develop and implement a robust and comprehensive mitigation strategy that reflects community values to minimize impacts to area wildlife and recreation.

Section 3. The Solid Waste Department to prioritize waste prevention and recovery and move as quickly as possible to implement those strategies to reduce the overall costs and greenhouse gas emissions of the new landfill.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2024

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

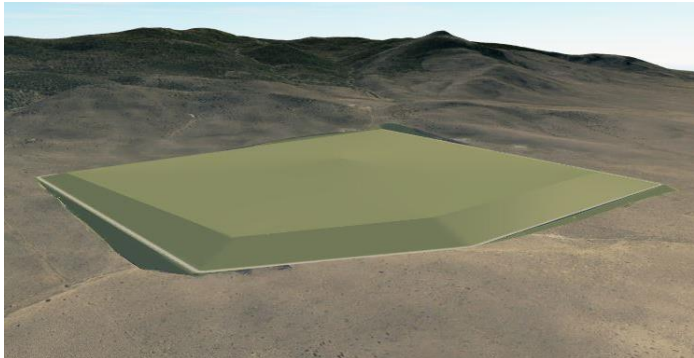
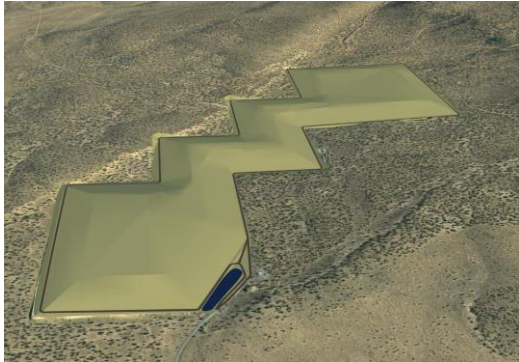
\_\_\_\_\_  
PATTI ADAIR, Chair

\_\_\_\_\_  
ANTHONY DeBONE, Vice Chair

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner



# Deschutes County Solid Waste Management Facility (SWMF) Final Site Evaluation

Prepared for  
Deschutes County Solid Waste Department



May 2024



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for double-sided printing*

# **Deschutes County Solid Waste Management Facility (SWMF) Final Site Evaluation**

*Prepared for*

**Deschutes County Solid Waste Department**  
61050 SE 27th Street  
Bend, OR 97702

*Prepared by*

**Parametrix**  
150 NW Pacific Park Lane, Suite 110  
Bend, OR 97701  
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[www.parametrix.com](http://www.parametrix.com)

May 2024 | 553-2509-011



# Citation

Parametrix. 2024. Deschutes County Solid Waste Management Facility (SWMF) Final Site Evaluation. Prepared for Deschutes County Solid Waste Department by Parametrix, Bend, Oregon. May 2024.

07/10/2024 Item #10.

Deschutes County Solid Waste Management Facility (SWMF)  
 Final Site Evaluation  
 Deschutes County Solid Waste Department

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# Acronyms and Abbreviations

#H:#V	horizontal to vertical
µg/m <sup>3</sup>	micrograms per cubic meter
AAGR	average annual growth rate
AST	aboveground storage tank
ASTM	ASTM International
bgs	below ground surface
BLM	Bureau of Land Management
CEC	Central Electric Cooperative
DCC	Deschutes County Code
DEQ	Oregon Department of Environmental Quality
DOGAMI	Oregon Department of Geology And Mineral Industries
ECSI	Environmental Cleanup Site Information
EFU	Exclusive Farm Use zone
EFUHR	Exclusive Farm Use – Horse Ridge zone
EPA	U.S. Environmental Protection Agency
ESA	environmental site assessment
F	Fahrenheit
FEMA	Federal Emergency Management Agency
GCL	geosynthetic clay liner
gpd	gallons per day
gpm	gallons per minute
HDPE	high-density polyethylene
LCRS	leachate collection and removal system
LF	linear foot
LM	Landscape Management Combining zone
MCL	maximum contaminant levels
MSW	municipal solid waste
NWI	National Wetland Inventory
OAR	Oregon Administrative Rules
ODFW	Oregon Department of Fish And Wildlife
PM	particulate matter
RCRA	Resource Conservation and Recovery Act
REC	recognized environmental condition

# Acronyms and Abbreviations (continued)

SF	square feet
SHPO	State Historic Preservation Office
SM	Surface Mining zone
SMIA	Surface Mining Impact Area zone
SPT	standard penetration tests
SWAC	Solid Waste Advisory Committee
SWMF	solid waste management facility
USFWS	United States Fish and Wildlife Service
WA	Wildlife Area Combining zone
WillametteCRA	Willamette Cultural Resources Associates, Ltd

# 1. Executive Summary

Deschutes County is faced with the imminent challenge of Knott Landfill reaching capacity by 2029, necessitating the selection of a new solid waste management facility (SWMF) that will include a landfill to serve the County for at least 100 years. As recommended in the 2019 Deschutes County Solid Waste Management Plan and directed by the Board of County Commissioners, the Solid Waste Department has been working with the County's Solid Waste Advisory Committee (SWAC) through a public process to identify potential locations for a new SWMF in Deschutes County. Following a rigorous site selection process, the Moon Pit and Roth East sites, both situated east of Bend near US 20, emerged as the final candidate sites. The County and its consultant team, led by Parametrix, commenced an exhaustive multidisciplinary investigation to evaluate the efficacy of each site for development. This report offers a comprehensive analysis of the findings for each site, aiming to guide the County in the selection of a preferred location for the new SWMF.

The Moon Pit site property shape results in a complex layout that is less efficient than that at the Roth East site. Despite a lower capacity-to-acreage ratio, Moon Pit benefits from existing infrastructure including an access road, gate, scales, and well, potentially reducing some upfront development costs. However, its active surface mine status and zoning complexities require careful consideration. The site has an established paved access road with direct access to US 20, but it crosses through Bureau of Land Management lands which could lead to a lengthy federal environmental review process for a change in use. Moon Pit also offers existing water supplies, though securing future water right permits may pose challenges.

Conversely, the Roth East site features a more efficient layout, resulting in a better capacity-to-acreage ratio. As an undeveloped grazing property, it lacks existing infrastructure, demanding upfront capital for access road construction. Zoned as Exclusive Farm Use, Roth East faces a conditional use permit process including a Farm Impact Test which is subject to appeals filed with the land use board of appeals (LUBA). New water infrastructure and water rights permits would be needed at the Roth East site to meet anticipated water demands.

Significant geological differences also exist between the two sites. Moon Pit is in a ridge-bounded valley with shallow bedrock that would require blasting for excavation. As a result, cell development costs are expected to be substantially higher at Moon Pit. However, the potential aggregate resource value, established mining operation, Surface Mine zoning, and Oregon Department of Geology and Mineral Industries permit for the site present the opportunity for aggregate resource extraction to subsidize landfill excavation costs. Roth East, on the other hand, lies in the Millican Valley with unconsolidated alluvial deposits that could be excavated with conventional equipment and used on-site for development and landfill cover needs.

As part of the public process for the siting evaluation, the County received and responded to comments from community members, public agencies, and other interested parties. Many of the public comments about the finalist sites note potential impacts to area wildlife and recreation use that may be caused by landfill development or operations. Comments about the Moon Pit site note the nearby Badlands Wilderness Area, while comments about the Roth East site raise its proximity to Millican Valley residents and the Pine Mountain Observatory.

Moon Pit's development is perceived to have fewer visual and residential impacts, given its remote location and topographic screening by ridges on three sides. It also faces fewer archaeological risks due to its prior disturbance for gravel mining. In terms of wildlife impact, the Moon Pit site poses



potential impacts to a golden eagle nest and essential habitat for mule deer, elk, pronghorn, and sage-grouse. Mitigation costs for these potential wildlife impacts are estimated at \$700,000, with additional operations and maintenance costs of up to \$800,000 for mitigation sites.

Roth East is expected to endure longer permitting, review, and appeal timelines because it is largely undeveloped, may possess archaeological resources, and is challenged by public concerns about potential disturbances to nearby residences and recreational activities. In terms of wildlife impact, Roth East faces greater potential impacts to mule deer, elk, pronghorn, and sage-grouse habitat (sage-grouse has a potential for future listing as an endangered species if population declines continue). The estimated wildlife mitigation costs of \$1.5-8.1 million and additional operations and maintenance costs of up to \$2.5 million for mitigation sites.

The Parametrix team prepared planning level opinions of probable cost (costs) for both sites. These opinions have ranges of -30% to +50%, which is an appropriate level of accuracy for comparison of sites. Moon Pit initial development costs range between \$50 to \$64 million, which includes \$15.4 to \$15.9 million for land acquisition. Roth East development costs are approximately \$36 to \$44 million, with \$5.5 to \$7 million allocated for land acquisition. Moon Pit's landfill cell development costs range from \$705,000 to \$1,075,000 per acre, while Roth East's cell development cost is approximately \$394,000 per acre. Moon pit annual operating costs are \$7.6 million, with Roth East higher at \$8.4 million. Moon Pit's average cost per ton for disposal (capital plus operations) ranges between \$43 to \$48, while Roth East's average cost is just under \$45 per ton. The cost ranges presented here for Moon Pit depend on the extent and cost of cell excavation that could occur as a part of aggregate mining operations on-site. Initial capital costs are significantly higher at Moon Pit, which will necessitate higher tip fees for the first 20 years. However, total cumulative costs are estimated to be similar over the projected lifespans.

The decision between Moon Pit and Roth East hinges on a nuanced evaluation of advantages, challenges, and costs. Moon Pit provides existing infrastructure and potential cost offsets but faces zoning and access road complexities as well as substantially higher upfront development costs. Roth East boasts efficiency and favorable soil conditions, but is challenged by greater infrastructure needs, water availability risks, wildlife impacts, landowner concerns, recreational concerns, and longer haul routes (resulting in higher haul costs and related greenhouse gas emissions). Because the Moon Pit site is already disturbed and will continue to support surface mining (regardless of landfill siting), development of a new landfill at the Roth East would be expected to cause a greater incremental disruption to the surrounding area than at the Moon Pit site. Deschutes County's ultimate selection should prioritize long-term sustainability, environmental protection, and economic viability, ensuring the chosen site best aligns with the County's waste management goals and community values.

See Appendix A for the site comparison summary table.

## 2. Introduction

### 2.1 Background

The 2019 Deschutes County Solid Waste Management Plan (SWMP) outlined a roadmap for managing solid waste in the county over the next 20 years. The plan was developed with the input of various stakeholders, including residents, institutions, businesses, cities, and service providers. The SWMP evaluated alternatives for managing the county's waste, including new technologies and the option to transport waste outside the county to other solid waste management facilities.

The SWMP revealed that 84% of survey respondents supported the position that waste generated in Deschutes County should be disposed of within the county, with 93% supporting the recommendation to site a new landfill in the county. Two primary options were considered:

1. Transport waste to regional landfills located between 135 and 185 miles from Deschutes County near the Columbia Gorge.
2. Site and build a new landfill in Deschutes County.

After evaluating these options, the Solid Waste Advisory Committee (SWAC) reached a consensus that the best approach for providing a long-term and cost-effective waste management system was to site and construct a new in-county landfill. This decision was based on several key factors, including the ability to control decisions for managing the county's waste stream, environmental and other impacts resulting from transporting waste, favorable conditions in Deschutes County for siting a new landfill, and the cost-effectiveness of building and operating an in-county landfill.

The SWMP also acknowledged the challenges of siting a new landfill and the potential for a protracted process to successfully obtain permits. However, it was noted that the geographic and demographic conditions in the county are favorable compared to locations west of the Cascade Mountains where siting has not been successful.

The goal is to have a solid waste management facility sited, developed, and operational prior to the closure of Knott Landfill, the County's current solid waste management facility, which is expected to reach capacity by 2029. The new landfill would meet all regulatory requirements and any new state and local requirements that supersede previous regulations for environmental protection. The new landfill will have the capacity to satisfy the County's waste projections for at least 100 years.

In 2023, the Site Screening Evaluation was completed as part of the process to site a new landfill within Deschutes County, including siting criteria development, site identification, broad site screening, and focused site screening. This site screening study identified and evaluated potential landfill sites based on regulatory requirements, environmental considerations, and engineering considerations. In regular coordination with the SWAC as a part of a public process with opportunities for public comment, this process initially identified over a hundred potential sites and narrowed this list down to two final candidate sites through identification of fatal flaws, broad site screening, and focused site screening. A copy of the site screening report is included in Appendix B.

### 2.2 Purpose of Study

Two finalist sites for the new County solid waste management facility (SWMF), referred to as Moon Pit and Roth East, have progressed to the final evaluation stage. See Figure 1 for a map showing site

locations. The County is now in the last phase of selecting the landfill site. During this final phase, the County will determine which of the two sites is more suitable for developing a sanitary landfill that complies with all relevant local, state, and federal regulations. A key aspect of this selection process is to assess the potential for addressing existing conditions that could hinder development. Other critical factors for evaluation include the projected costs of development and the site-specific risks that could delay development and initial operations beyond 2029, when Knott Landfill is projected to reach capacity.

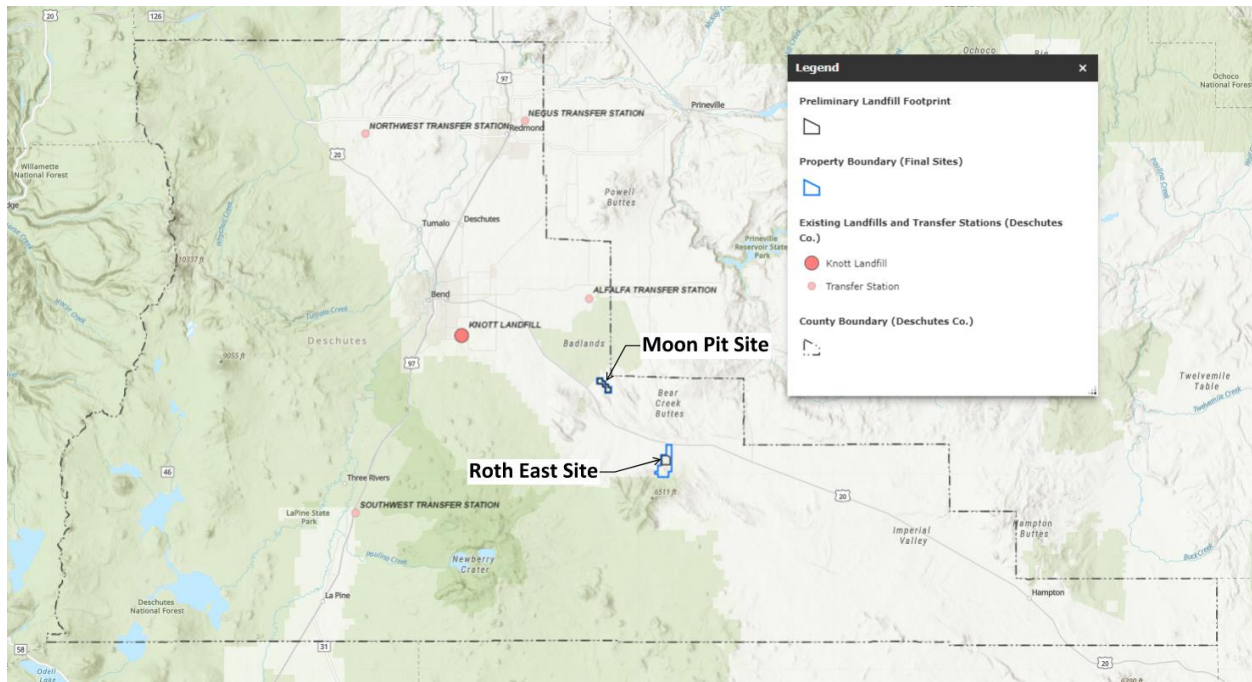


Figure 1. Final SWMF Sites in Deschutes County

## 2.3 County, State, and Federal Landfill Siting Restrictions

In 1989, the Environmental Protection Agency initiated authority under the existing Resource Conservation and Recovery Act (RCRA) to regulate the siting of new municipal solid waste (MSW) landfill units. Subpart B of the RCRA Subtitle D (40 CFR 258.60) regulations restrict the siting of new landfills based on the six federal criteria listed below, followed by state and local criteria also applicable to landfills.

### 2.3.1 Federal

- Airport Safety: Airport safety is not a concern at either of the two sites.
- Floodplains: No floodplains are present on either site.
- Wetlands: No wetlands are present on either site.
- Fault Areas: Previous studies and the current investigations revealed no faults active in the past 10,000 years (Holocene period) at either site.
- Seismic Impact Zones: No seismic impact areas are located on either site.
- Unstable Areas: No unstable areas are located on either site.

**2.3.2 State**

- Floodplains: See federal, above.
- Critical habitat for threatened or endangered species: No sensitive species or habitat are located on either site.
- Sensitive hydrogeological environments: None are located on either site.

**2.3.3 County**

- The proposed site shall not create a fire hazard, litter, insect or rodent nuisance, or air or water pollution in the area: These hazards will be controlled by final site design and operations (not part of this report).
- The proposed site shall be located at least 0.25 miles from any existing dwelling, home, or public road (except the access road): Both sites meet this criterion.
- The proposed site shall be provided with a maintained all-weather access road: The need to construct an all-weather road is assumed for both sites as part of the cost evaluation.
- The Moon Pit site will require a change to the Deschutes County Comprehensive Plan to allow a landfill as a reclamation use in the Surface Mine (SM) zone.

**2.4 Moon Pit Site Information**

Location: Deschutes County, Township 19S, Range 14E, Sections 1-2, 12

Situs Address: 26300 Hwy 20, Bend, OR 97702

Tax Lot Number: 1914000000200

Owner: Moon Pit, LLC (owned by Hooker Creek Companies, LLC)

Area: 440 acres

Existing Use: Aggregate Surface Mine

Terrain: Flat to rolling in the northwest, rising toward the southeast, bounded by ridges

Proximity: Approximately 16 miles southeast of Bend

Nearby Features: Adjacent to the Oregon Badlands Wilderness and its trails, including the Badlands Rock Trailhead (approximately 700 feet from the site boundary)

See Appendix C for Site Owner Solicitation Responses with terms and prices for acquisition.

Deschutes County Solid Waste Management Facility (SWMF)  
Final Site Evaluation  
Deschutes County Solid Waste Department

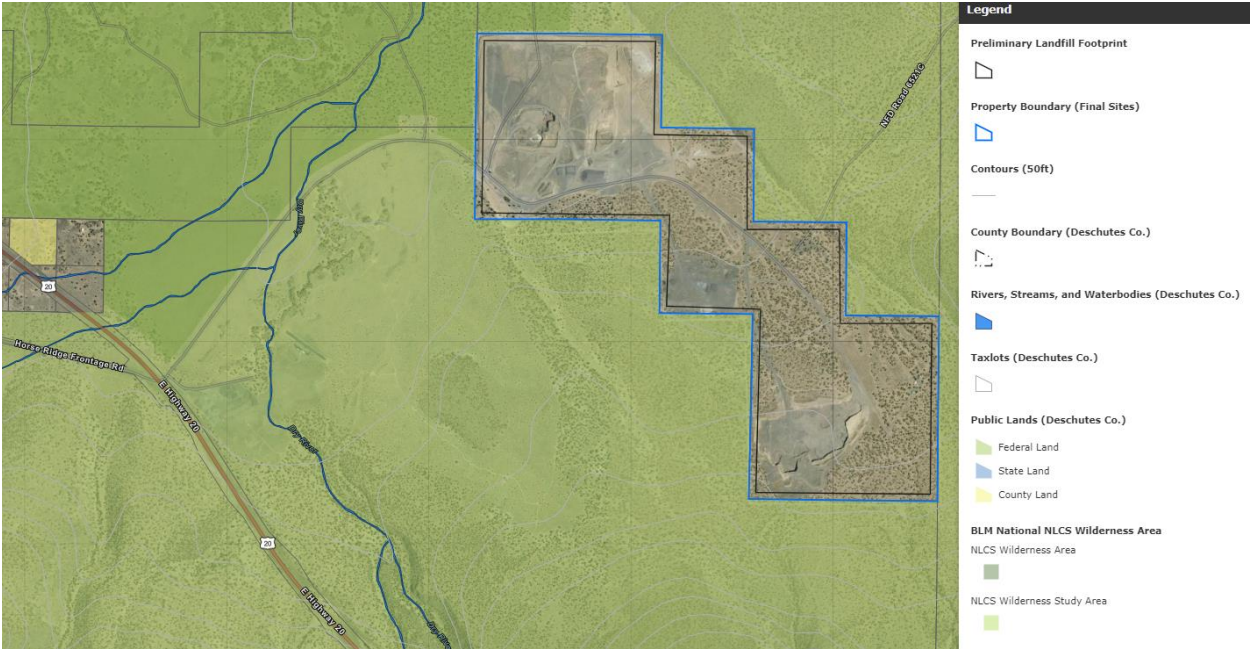


Figure 2. Moon Pit Site Map



Figure 3. Moon Pit Site Photograph

### 2.5 Roth East Site Information

- Location: Deschutes County, Township 20S, Range 15E, Sections 1, 11, 12, 13, 14
- Situs Address: 56200 Pine Mountain Rd, Bend, OR 97701
- Tax Lot Number: 2015000000301
- Owner: Roth, Stephen F & Clancy R
- Area: Approximately 1,706 acres
- Terrain: Flat to rolling, gradually rising toward the southern portions
- Proximity: Approximately 24 miles southeast of Bend
- Nearby Features: Adjacent to a rural residential property in the northeast, OHV trails of the Millican Valley OHV Trail System to the north and west, Bureau of Land Management (BLM)-managed land to the south, and Pine Mountain (a paragliding launch area and observatory site) within the Deschutes National Forest to the south



07/10/2024 Item #10.

Deschutes County Solid Waste Management Facility (SWMF)  
 Final Site Evaluation  
 Deschutes County Solid Waste Department

See Appendix C for Site Owner Solicitation Responses with terms and prices for acquisition.

**Legend**

- Preliminary Landfill Footprint
- Property Boundary (Final Sites)
- Contours (50ft)
- County Boundary (Deschutes Co.)
- Rivers, Streams, and Waterbodies (Deschutes Co.)
- Taxlots (Deschutes Co.)
- Public Lands (Deschutes Co.)
  - Federal Land
  - State Land
  - County Land
- BLM National NLCS Wilderness Area
  - NLCS Wilderness Area
  - NLCS Wilderness Study Area

Figure 4. Roth East Site Map

Figure 5. Roth East Site Photo

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### 3. Conceptual Facility Layouts

This section describes the design criteria used in the development plans for each site and shows how these criteria were used to determine the shape of each landfill in its final configuration.

The layouts for Moon Pit and Roth East that were developed for this evaluation are conceptual. These conceptual layouts represent a level of accuracy that will remain undefined until the actual landfill is designed. These conceptual layouts are based on regulatory agency requirements, state-of-the-art standard landfill design practices, typical operating procedures for a municipal solid waste landfill and site-specific geologic information generated for this evaluation. Conceptual landfill layouts can be more accurately designed as more information becomes known or made available. The information gathered for this study is preliminary and does not represent the level of information necessary to design a landfill beyond a conceptual level.

#### 3.1 Landfill Footprint

Each conceptual landfill footprint was dictated by the following site constraints and design criteria:

- Develop a landfill with at least 100 years of solid waste disposal capacity.
- Provide a 150-foot buffer between the property line and refuse disposal area at Moon Pit.
- Provide a 550-foot buffer between the property line and refuse disposal area at Roth East.
- Provide an area for leachate (liquid resulting from water flowing through solid waste) and surface water management at the downstream side of each landfill.
- Continue to maintain the on-site wells at Moon Pit.

Based on these constraints, the footprint for each of the sites was established as shown on Drawings C1 and D1 (Appendix D).

#### 3.2 Perimeter Access Road and Ditch

Drawings C2 and D2 (Appendix D) show the perimeter access roads that would be constructed as landfilling progresses. This road would provide access for vehicles hauling refuse to the landfill and for future maintenance activities.

Located adjacent to the access road would be a perimeter ditch. On Moon Pit, this ditch would channel surface water flow around the landfill to a discharge point on the west perimeter adjacent to the landfill entrance. On Roth East, the ditch system would channel surface water flow around the landfill to a discharge point on the north perimeter.

Design criteria that have been established for the perimeter road and ditch system are as follows:

- Minimum slope of 1.0% to enable the perimeter road ditch to drain.
- Minimum 50-foot bench width for liner, final cover system anchor trenches, and access road.
- Minimum roadway width of 24 ft.
- Minimum exterior side slope of 2 horizontal to 1 vertical.



- Minimum interior side slope of 3 horizontal to 1 vertical.
- Surface water run-on and run-off control system sized to handle the 24-hour, 25-year design storm.

### 3.3 Excavation Plan

The bottom elevation for the landfill at each site was established by the need to provide proper drainage slopes to the leachate collection system. Drawings C2 and D2 (Appendix D) show the subgrade plan for each of the two sites.

At Moon Pit, leachate drains by gravity to 8 leachate collection sumps located along the west perimeter. At Roth East, leachate drains by gravity to 4 leachate collection sumps located along the north perimeter.

Design criteria used to develop the subgrade plans are as follows:

- Minimum bottom slope toward the leachate transmission line of 4% to promote drainage.
- Minimum leachate transmission line slope of 2%.
- Maximum excavated side slope of 3 horizontal to 1 vertical.
- Ability to access and clean leachate transmission lines.

### 3.4 Liner System

The design for the primary landfill liner system proposed for both sites is shown in Detail 1 of Drawings A6 and B6 (Appendix D). Components from top to bottom for the landfill floor area include:

- A separating geotextile used to prevent clogging of the drainage layer and provide additional protection to the liner system.
- A 12-inch drainage layer used to transmit leachate to the leachate collection system that maintains less than 1 foot (30 cm) of hydraulic head on the liner.
- A geonet composite used to transmit leachate to the leachate collection system and protect the underlying geosynthetics.
- A 60-mil high-density polyethylene (HDPE) geomembrane which is used to contain leachate.
- A geosynthetic clay liner (GCL) used as the lower component within the liner system.
- A cushioning layer (1/4-inch minus material) used to provide a stable foundation for the liner system and protect the overlying GCL from the excavated subgrade.
- A prepared subgrade that is used to provide a uniform surface for liner system construction.

This liner profile meets the requirements for an alternative liner system under RCRA Subtitle D and applicable Oregon rules. The GCL is being used in place of compacted soil due to the lack of availability of fine-grained, cohesive, low-permeability soils at or within the vicinity of either site.

### 3.5 Primary Leachate Collection and Removal System

The leachate collection and removal system (LCRS) includes the drainage layer within the liner system, perforated leachate collection pipes and collection trenches. Each landfill has been

designed with a series of leachate collection trenches, with the collection pipes located within these trenches as shown in Detail 3 of Drawings A6 and B6 (Appendix D). The LCRS has been designed to operate by gravity and maintain less than 1-foot (30 cm) depth of leachate over the liner as required by RCRA Subtitle D. The leachate collection lines extend up both the east and west sidewalls at Moon Pit and the north and south sidewalls at Roth East as solid pipe to allow for clean-out access from both ends.

The entire base of Moon Pit slopes toward the west so that both the drainage layer and the leachate collection lines drain to collection sumps located along the base of the sideslope on the west side of the landfill (Drawing C2). The entire base of Roth East slopes toward the north so that both the drainage layer and the leachate collection lines drain to collection sumps located along the base of the sideslope on the north side of the landfill (Drawing D2). These collection sumps are depressed, lined areas within the landfill where leachate will be temporarily stored. An 18-inch HDPE riser will allow a pump to be used for the removal of leachate from the sump. The sideslope riser would be accessible from the perimeter of the landfill during all phases of the landfill development. Liquid level sensors would be used within the sumps to detect the depth of leachate on the liner system.

The following design criteria were used in the analysis:

- Granular drainage layer in-place hydraulic conductivity greater than or equal to 1 cm/sec.
- Less than 3% of the granular drainage layer fines passing No. 40 sieve.
- Collection pipe slope greater than or equal to 2%.
- Drainage layer slope toward the leachate collection trench greater than or equal to 4%.
- Cleanouts would be provided at both ends of all collection pipes with sweep bends used to allow cleanout equipment access.

Average annual precipitation at both sites is less than 10 inches per year. For the analysis, it is assumed that a 1-acre double composite-lined leachate pond would be required at each of the sites for evaporation and/or containment for leachate recirculation.

### 3.6 Secondary Leachate Collection and Removal System

A secondary LCRS beneath the leachate collection trenches and sumps, as shown in Detail 3 on Drawings A6 and B6 (Appendix D), is provided in the cost analysis for each of the sites.

Components of the secondary leachate collection and removal system from top to bottom include:

- A 16-ounce cushioning geotextile.
- A geonet composite to transmit leachate.
- A 60-mil HDPE geomembrane.
- A GCL as the lower component within the secondary liner system.
- A cushioning layer (1/4-inch minus material) used to provide a stable foundation for the liner system and protect the overlying GCL from the excavated subgrade.
- A prepared subgrade used to provide a uniform surface liner system construction.

### 3.7 Cell Construction and Fill Sequence

The landfill planned for each of the sites would be developed in a series of stages. Each stage, or refuse cell, would be developed as additional refuse disposal capacity is required. The landfill at Moon Pit has been divided into 33 refuse cells, and at Roth East into 37 refuse cells. The order of cell development is shown on Drawings C200 and C200, respectively (Appendix D). Each of these cells, when combined with previous cells, would generally provide 3 years of landfill capacity.

The following criteria served as the basis for layout of the individual cells and construction sequencing:

- To control capital expenditures and minimize leachate production, each cell would provide a minimum of 3 years of disposal capacity.
- Each cell would have a minimum dimension of 300 feet in any direction to allow for truck turnaround.
- To minimize construction cost, excavation for future refuse cells would be performed as part of daily and intermediate cover borrow operations, liner system construction, final cover system construction, or access road construction.
- To conserve space and minimize costs, on-site stockpiling would be kept to a minimum.
- To minimize leachate production, each cell would be filled to final closure elevation and closed with a final cover cap as quickly as possible.

### 3.8 Final Configuration

The final grading plan for each landfill site when fully developed is shown in drawings C4 and D4 (Appendix D). Filling to these elevations would provide a total of 64 million cubic yards of air space (capacity) at Moon Pit and 80 million cubic yards of net air space at Roth East. The grading that is shown is based on the following design criteria:

- Minimum top of landfill slope of 3%.
- Maximum final outer side slope of 4H:1V.
- Match access road grade around the landfill perimeter.

At Moon Pit, the depth of refuse at completion would vary from zero at the landfill perimeter to 240 feet at the landfill center. At Roth East, the depth of refuse at completion would vary from 0 at the landfill perimeter to 180 feet at the landfill center. Drawings C5 and D5 show the MSW fill depths when each landfill is completed.

### 3.9 Closure and End Use

The objective in closing either landfill would be to minimize potential threats to human health and the environment. RCRA Subtitle D requires at least 30 years of post-closure monitoring and maintenance activities. In addition, it specifies that a final cover system be installed that:

- Minimizes infiltration and erosion.
- Minimizes the escape of waste or waste constituents to the groundwater, surface water or the atmosphere.

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Final Site Evaluation  
Deschutes County Solid Waste Department

- Minimizes the maintenance activities that would be required.

The final end use for either site after closure is limited due to (1) potential settlement within the landfilled area; (2) the generation of landfill gas as refuse decomposes; and (3) the presence of landfill gas, leachate and surface water control facilities. Consequently, final land uses are typically passive recreation or open space, including vegetative restoration for wildlife.

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## 4. Existing Conditions, Impacts, and Mitigation

### 4.1 Site Development and Permitting

See Appendix E for full reports and more information on site development and permitting.

#### 4.1.1 Location and Topography

##### 4.1.1.1 Moon Pit Site

The Moon Pit site is a 440-acre property located in Deschutes County at Township 19S, Range 14E, Sections 1-2, 12, with tax lot number 1914000000200. The site is located about 16 miles southeast of Bend. The site consists of flat to rolling terrain in the northern portion of the site and gradually rises to the central and southeastern portions.

The northern portion of the site is adjacent to the Oregon Badlands Wilderness (managed by the BLM) and its hiking and horseback riding trails, including the Badlands Rock Trailhead, which is located approximately 700 feet from the site boundary.

##### 4.1.1.2 Roth East Site

The Roth East site is located in Deschutes County about 24 miles southeast of Bend at Township 20S, Range 15E, Sections 1, 11, 12, 13, 14. The tax lot number is 2015000000301, and the site is approximately 1,700 acres. The site consists of flat to rolling terrain that gradually rises to the south.

The northeastern portion of the site is adjacent to a rural residential property that includes a residence and farm outbuildings. Off-highway vehicle (OHV) trails associated with the Millican Valley OHV Trail System are north and west of the site. BLM-managed land is located adjacent to the southern portion of the property. Pine Mountain, a well-known paragliding launch area and the site of the University of Oregon's Pine Mountain Observatory is located within the Deschutes National Forest to the south of the site.

#### 4.1.2 Zoning and Existing Land Use

##### 4.1.2.1 Moon Pit Site

The Moon Pit site is zoned Surface Mining (SM) with a Wildlife Area Combining Zone (WA) overlay. Adjacent zoning includes Exclusive Farm Use – Horse Ridge (EFUHR), Flood Plain (FP) zone, Surface Mining Impact Area (SMIA) overlay, and Sage Grouse Habitat Area (General and Low-Density). Nearby zoning includes Open Space and Conservation (OS&C), Landscape Management Combining Zone (LM) overlay, and WA overlay. There is an area of floodplain located north and northwest of the site.

The existing use consists of an active surface mine. *Land disposal sites* are listed as a conditional use in the SM zone (Deschutes County Code [DCC] 18.52.050), with the requirement that a “valid DEQ permit on the effective date of Ordinance No. 92-066 for a Land Disposal Site,” exists for the use. This means that only Oregon Department of Environmental Quality (DEQ)-permitted landfills in place prior to the 1992 ordinance are allowed as conditional uses in the SM zone. As there is currently no landfill in operation at the site, land disposal is not a permitted use in the current zone.

Three potential land use approval pathways were identified that could provide the necessary zoning changes that would allow landfill operations on the Moon Pit site. See Appendix E for additional information.

- 3. Requesting a zone map amendment to change the base zoning from SM to Multiple Use Agriculture 10-Acre Minimum (MUA10). This option requires showing the protected mineral resource has been exhausted.
- 4. Proposing a text amendment to the Comprehensive Plan to allow landfill use as an approved reclamation action to use on a site after mining is complete. This option requires coordination with the Oregon Department of Geology And Mineral Industries (DOGAMI) and the Department of Land Conservation and Development. A text amendment would maintain the SM zone and SMIA combining zone, but it would require two separate hearings (hearings officer followed by Board of Commissioners).
- 5. Proposing a new landfill overlay zone for the site that would allow land disposal sites on lands designated with the overlay zone. This option requires a map and text amendment to County code and adoption of the landfill overlay to the site. During discussions with the County Planning Department, the County noted that the overlay should have occurred before the landfill siting process and overlays are used to limit uses or provide more restrictive development standards, not to add allowed uses and less restrictive standards.

**4.1.2.2 Roth East Site**

The Roth East property is zoned EFUHR with the overlays of Forest Use 1 (F1), LM, Sage Grouse Habitat Area – Low Density, SMIA, and WA. The SMIA overlay only covers a small area in the northernmost portion of the lot.

Surrounding zoning includes EFUHR, SM, and F1. The existing use is rural undeveloped land that is used for grazing.

Land disposal sites are listed as a conditional use on non-high value farmland zoned Exclusive Farm Use (EFU; DCC 18.16.031). The site is designated as containing farmland of statewide importance only, which corresponds to soil types identified as non-high value farmland, therefore land disposal is a conditional use on this site.

A conditional use review would be required to approve a landfill operation at this site in compliance with DCC Chapter 18.128 Conditional Use, and specifically with DCC 18.128.015 General Standards, which require the applicant to demonstrate that there is adequate transportation access to the site, the natural and physical features of the site are considered suitable, and demonstrating that the use will be compatible with existing and projected surrounding uses.

The standards for disposal sites as conditional uses found at DCC 18.128.120 Disposal Site would also apply. These standards were used as part of the screening criteria to identify and evaluate potential new landfill sites.

Additionally, because the site is within an EFU zone, DCC 18.16.040 requires that conditional uses must meet the requirements of what is known as a Farm Impacts Test, described in ORS 215.296(1) and included in the DCC at 18.16.040.A. which states that the proposed use will not force a significant change or significantly increase the cost in accepted farm or forest practices on surrounding lands devoted to farm or forest practices, and that the actual site on which the use is to be located is the least suitable for the production of farm crops or livestock. The Farm Impacts Test could lead to the Land Use Board of Appeals. See Appendix E for more information.

### 4.1.3 Potential Permits

#### 4.1.3.1 Moon Pit Site

The following are potential required permits. See Appendix E for more information.

Depending on the zoning strategy chosen for the site, one or more County land use approval permits would be required including a **Conditional Use Permit** and **Site Plan Review**.

The Moon Pit site's existing access road crosses land owned and managed by the BLM and granting the County access rights could constitute a new **right-of-way easement** which would be subject to the National Environmental Policy Act because BLM would be issuing a permit or making a decision. An environmental assessment would be prepared if it is deemed unlikely that a proposed action would have a significant effect on the environment, or an environmental impact statement would be prepared if the proposed action would have a significant effect on the environment.

Oregon Revised Statutes 459 requires that a solid waste facility apply to the DEQ for a **Solid Waste Disposal Permit** prior to starting operation.

A DOGAMI **Transfer of Surface Mining Permit** may be required. However, if this permit process is not applicable to the site, then an **Operating Permit** may be required. Unless the County is mining aggregate for off-site export and use, mining operations related to landfill development and operations are not considered surface mining operations under DOGAMI and are covered under DEQ's permitting process (see ORS 517.750(16)(b)(F)).

Oregon DEQ requires monitoring point sources and diffuse area-wide sources for potential air contaminants. An Oregon **Title V Air Quality Operating Permit** will also be required. Under this permit program, the facility has to report on compliance with conditions of its permit at least every six months.

Natural Resource permits or compliance approvals that would be required include an **Eagle Incidental Take Permit**; Oregon Department of Fish and Wildlife (ODFW) **Wildlife Habitat Mitigation Policy** (OAR 635-415-0000); **Greater Sage-Grouse Area Combining Zone** (DCC 18.89.060); and **Wildlife Area Combining Zone** (DCC 18.88.030).

#### 4.1.3.2 Roth East Site

The following are potential required permits. See Appendix E for more information.

One or more County land use approvals or permits would be required for the EFU zoned site including a **Conditional Use Permit**, **Site Plan Review**, and **Landscape Management Review** (either Visible or Non-Visible).

An Oregon DEQ **Solid Waste Disposal Permit** would be required for this site.

Similar to the Moon Pit site, the Roth East site would be required to monitor point sources and diffuse area-wide sources for potential air contaminants. It would also be required to apply for and follow the regulations under Oregon's **Title V Air Quality Operating Permit**.

Natural Resource permits or compliance approvals that would be required include ODFW's **Wildlife Habitat Mitigation Policy** (OAR 635-415-0000); **Wildlife Area Combining Zone** (DCC 18.88.030); **Greater Sage-Grouse Area Combining Zone** (DCC 18.89.060); **Sage-Grouse** (OAR 635-140-0000).



## 4.2 Transportation System

A brief description of the daily transportation activities anticipated at both sites, as well the location and the associated findings with each is presented below. Appendix E Appendix F provides a summary of the overall transportation-related considerations and findings for both sites.

### 4.2.1 Daily Landfill Activities at Both Sites

The Solid Waste Department anticipates that the daily activities would be comprised of the following:

- The landfill would not be open to public use so all traffic generated by the site would be associated with employees, the transfer of materials via truck, and service providers.
- Seven employees would be on-site per day for operations and maintenance.
- Approximately 35 haul trucks would transfer materials to the site per day, 7 days per week.

Based on these estimates, either site would generate a total of 84 vehicle trips on a typical day (i.e., seven employee trips in and seven trips out and 35 truck trips in and 35 truck trips out). All the existing transfer stations are located to the northwest of both sites being considered so the majority of traffic would use US 20 to travel to/from the northwest of each.

### 4.2.2 Moon Pit Site

The Moon Pit site is located between Bend and Millican and currently functions as an active surface mine. The mine is accessed via an existing roadway that intersects US 20 opposite the Horse Ridge Frontage Road to the south. The use of this existing roadway would minimize the upfront capital expenditures needed if this site were selected.

The existing access road to the mine also provides access to the Badlands Wilderness area and trailhead, which could create a perception about the interaction between large trucks and trail users. Given that large trucks use the road today, it is suggested that if this site is selected, the County add signage along the route to alert landfill drivers to the location of the Badlands Trailhead parking lot.

Field observations revealed that pavement repair and some roadway widening may be needed at various locations along the existing access. Given that the access road abuts BLM lands, any widening of the roadway to accommodate the landfill trucks would be subject to BLM review which could be timely and costly, depending on the extent of repairs/widening needed.

As such, if this site is selected, a detailed engineering evaluation of the structural sufficiency of the existing roadway and the need to re-pave and/or widen in places would need to occur and can inform overall costs of this site. However, this site offers transportation and cost-related benefits that are more optimal than those offered at the Roth East location.

### 4.2.3 Roth East Site

The Roth East site is located southwest of the Newt Morris Road/US 20 intersection. There is an existing dirt road to the property that connects to Pine Mountain Road. As such, access to a landfill at this site would occur via the existing Pine Mountain Road/US 20 intersection or via construction of a new access between Pine Mountain Road and Newt Morris Road that would connect to US 20. If the existing dirt roadway connecting to Pine Mountain Road is used for access, this road would need to be reconstructed to provide for both employee and truck traffic. In addition to anticipated trips

described above for both sites, up to 5 water truck trips may be needed per day to supplement exempt well water supplies at the Roth East site during the summer months.

Given that this site has no existing improved access road to US 20, the primary cost and siting considerations relate to the construction of an access roadway of sufficient width and structural integrity between the site and US 20. The need for a new roadway would require more upfront capital expenditures compared to the Moon Pit site. A detailed engineering study would be needed to assess the potential routes between the site and US 20. A preliminary review of possible alignments identified at least four potential routes but more detailed evaluation is needed. This evaluation will need to consider the length of the route between the site and US 20, how and where the route intersects with US 20 (particularly related to the availability of sight distance along US 20), the potential for impacts to and/or avoiding the adjacent BLM properties, and the availability of right-of-way.

Finally, if the Roth East site were selected and the existing Pine Mountain Road/US 20 intersection were the preferred access to the landfill, it is recommended that the County consider improving the intersection to a traditional intersection design (T intersection) and adding wayfinding signage at both the US 20 intersection and along the site access route.

#### **4.2.4 Overall Conclusions**

From a transportation perspective, it appears that the Moon Pit site might be the optimal site given the presence of the existing access road and its use by large trucks serving the existing surface mine. However, if either site is selected, it is recommended that a detailed engineering study of roadway construction (and/or reconstruction) feasibility be conducted to better understand potential capital expenditures as well as impacts to adjacent BLM lands.

### **4.3 Water Infrastructure Assessment**

Examination of Knott Landfill's 2020 water usage data revealed that average daily water demand drops below 5,000 gallons per day (gpd) in the winter months and peaks around 50,000 gpd in the summer months. The total annual water use for landfill operations in 2020 was approximately 6.8 million gallons. See Appendix G for more information.

Based on these historical water usage patterns, it is recommended that water rights are obtained with an annual duty of 21.5 acre-feet, based on an estimated annual use of 7.0 million gallons per year. Maximum daily demand for future operations is estimated to be 100,000 gallons per day (gpd), assuming a peak month average daily flow of 50,000 gpd multiplied by a peak day factor of 2. A well production rate of 208 gallons per minute (gpm) is recommended to supply this maximum daily demand of 100,000 gpd during an 8-hour time frame. Additionally, a water storage capacity of 200,000 gallons is recommended to sustain maximum day demand and fire suppression water storage needs in the event well or power supply issues.

Both sites are located within the Deschutes Groundwater Study Area, where mitigation is required for new water right permits. In late 2023, the Oregon Water Resources Department declared an indefinite basin-wide pause on processing new water right applications in this area, citing injury to the hydrologic health of the basin. As a result of these two factors, the timeframe for securing and mitigating for new water rights permits may extend beyond 2029 when the new landfill will need to be operational. If Oregon Water Resources Department considers these two sites to be part of the General Zone of Impact, General Zone temporary mitigation rights may be a viable short-term option with an understood cost of around \$3,300 per year. General Zone permanent mitigation credits

could also be a possible long-term option from private water rights brokers at around \$200,000 to \$250,000.

### 4.3.1 Moon Pit

There are two wells on-site at Moon Pit, referred to as Well A and Well B. Well A was installed in 1986 and is currently inactive. Well B has been operational since 1994, is capable of producing 1,000 gpm, and is primarily utilized for on-site dust suppression. Water right permit G-12860 is appurtenant to the Moon Pit site property for industrial use (dust control and gravel washing). The maximum use rate for this permit is 1.09 cubic feet per second, which is equivalent to 490 gpm and significantly greater than the anticipated future landfill operation water requirements. Although transfer the water rights is not offered with the property acquisition, the seller is willing to lease a partial water right to the County for landfill operational needs at a reasonable cost until the County can secure its own water rights.

The Moon Pit site is located inside the Deschutes Groundwater Study area and the General Zone of Impact Area. If a new water right permit is needed, General Zone temporary mitigation rights may be a viable short-term option until permanent mitigation requirements can be satisfied. The estimated costs for water infrastructure upgrades are \$215,000 for water rights, \$100,000 for well improvements, \$400,000 for a water storage tank, and \$50,000 for site water piping, totaling an estimated \$765,000. See Appendix G for more information.

### 4.3.2 Roth East

The Roth East site, located within the Deschutes Groundwater Study area and the General Zone of Impact Area, has one existing well, the Powell Well (DESC 194), which is primarily used by a nearby residence and for stock watering. The occurrence of groundwater at the Roth East proposed facility site area is unknown, and available data suggest depth to first water is around 500 feet. The Powell well can produce 50 gpm with no drawdown, suggesting it can produce water at a higher rate. However, the reported well production occurred in 1990 following well installation, and the current well yield capacity is unknown. The well would need to be upgraded or replaced to function as a supply well for a future solid waste facility.

The existing Powell Well (also referred to as the “Deep Well”) on the Roth East site does not have water rights and is thus limited to the exempt well production rate of 5,000 gallons per day. Until water rights can be secured, it is assumed that water trucks from Knott Landfill would be needed to meet elevated water demands in March-October. It may be possible to purchase and transfer water rights from an existing water rights holder in the vicinity.

There are no identified water rights appurtenant to the Roth property. The closest identified water right to the Roth East site is a water right issued to the Bend Trap Club (water right permit G-16505). If a new water right permit is needed, General Zone temporary mitigation rights may be a viable short-term option until permanent mitigation requirements can be satisfied. The estimated costs for water infrastructure upgrades are \$215,000 for water rights, \$500,000 for well improvements, \$400,000 for a water storage tank, \$50,000 for site water piping, and a new water truck fill station, totaling an estimated \$1,190,000. See Appendix G for more information.

## 4.4 Electrical Power Supply

### 4.4.1 Moon Pit Electrical Infrastructure Needs

The Moon Pit landfill site, served by Central Electric Cooperative (CEC), necessitates significant upgrades to the existing electrical infrastructure to meet both initial and future power demands. The site requires a new electrical service that is adequately sized to power initial landfill loads and future landfill gas power generation.

The specific anticipated landfill electrical loads at Moon Pit include a Scale House/Electric Gate, Office/Admin Building, Maintenance Building, Water Supply Well Pump, eight Leachate Pump Stations, and a Gas Vacuum Blower. The need for 8 Leachate Pump Stations distinguishes Moon Pit from Roth East in terms of power demand.

To accommodate these needs, CEC would need to upgrade and extend about 9.5 miles of existing overhead utility lines from the closest three-phase power connection point to the Moon Pit location. This includes upgrading 2.6 miles of an existing single-phase pole line and extending new three-phase power lines (overhead or underground) for an additional 7 miles along US 20 with potential easements through BLM property. The estimated utility cost for these upgrades is approximately \$2,000,000. See Appendix H for more information.

### 4.4.2 Roth East Electrical Infrastructure Needs

Roth East also falls under the jurisdiction of CEC for its electrical needs. Similar to Moon Pit, Roth East will need a new electrical service tailored to support both the initial landfill operational requirements and future landfill gas power generation.

Anticipated landfill electrical loads for Roth East are similar to those at Moon Pit but with only four Leachate Pump Stations indicating a lower power demand compared to Moon Pit.

The infrastructure upgrade for Roth East involves approximately 2.3 miles of overhead utility line enhancements from the nearest three-phase connection point. This comprises upgrading about 1.2 miles of an existing single-phase pole line and extending new three-phase lines (overhead or underground) an additional 1.1 miles toward the landfill location possibly requiring easements through private property. The estimated utility upgrade cost is \$700,000; this is significantly lower than that of Moon Pit. See Appendix H for more information.

## 4.5 Flood Risks

### 4.5.1 Moon Pit Site

The flood risk assessment for the Moon Pit site reveals that while the site itself is not directly within mapped flood hazard areas, the northern part of the site is near the 100-year floodplain for the Dry River, an ephemeral stream. This proximity increases the risk of flood impacts, especially from intense thunderstorms and periods of rapid snowmelt, which can lead to flash flooding. The site is influenced by a relatively large upstream drainage basin of approximately 3 square miles, which further elevates the risk of flash flooding.

Several existing drainage channels on the site convey runoff from the upstream drainage basin northwest toward Dry River. The assessment emphasizes the potential impacts of climate change, which may increase flood frequencies and extents. To mitigate these risks, the assessment

recommends further study and the implementation of mitigation strategies, such as conservatively sized perimeter ditches, to manage and reduce flood risks effectively. See Appendix I for more information.

## 4.5.2 Roth East Site

The flood risk assessment for the Roth East site indicates that the site is not directly within mapped flood hazard areas. However, there is an upstream drainage basin of approximately 1 square mile that presents a moderate risk of flash flooding. This risk is particularly pronounced during intense thunderstorms and periods of rapid snowmelt, which can result in significant runoff.

Several channels on the site collect runoff from the northeast slope of Pine Mountain and drain north through the site, discharging to Dry River, an ephemeral stream, near US 20. The assessment highlights that the mapped floodplain for Dry River crosses US 20 in several locations, posing a secondary flood risk to site access. To address this risk, coordination with state transportation and hazard mitigation agencies is recommended to identify detours and alternate routes in case of disruptions to US 20 due to flooding. See Appendix I for more information.

## 4.6 Geology/Hydrogeology

### 4.6.1 Geology

The Moon Pit site is located within the High Lava Plains physiographic province with pre-Holocene northwest trending normal faults bounding Moon Pit, expressed by the site's fault bounded basin (Appendix J). This setting provides the opportunity to readily screen the operations from public view. In the southeastern two-thirds of Moon Pit, the surface geology consists of mid-Miocene-aged basalts that erupted from vents within the Brothers Fault Zone and High Lava Plains to create the Bear Creek Buttes. In the northwestern third of the site, the surface geology comprises alluvium that is believed to have been deposited by the Dry River drainage. Gravel-rich alluvium and the underlying basalt bedrock are quarried in this portion of the site. The northwest portion of the Site contains up to 42 feet of layered sand and gravel alluvial sediment overlying approximately 20 to 30 feet of basalt. This unit of basalt is underlain by approximately 6 feet of inter-flow sediment.

Test pits excavated in 1993, boreholes advanced in 1996, and test pits advanced in 2023 (Delve) identified the following general strata in the alluvial (northwest; approximately 135-acre) portion of Moon Pit:

- Sand with silt topsoil – Lightweight pumiceous topsoil, loamier and more organic than underlying sediment, thickness up to about 5 feet.
- Gravel with sand and cobbles – Horizontally bedded, thickness about 8 to 10 feet.
- Sand with fine gravel – The predominant soil type in this portion of the site; thickness up to 42 feet.
- Quaternary basalt – Believed to be a continuation of the Oregon Badlands basalt that has been capped with alluvial sediment deposited within fault-bounded basins at the northwest edge of Bear Creek Buttes.

The Roth East site is also located within the High Lava Plains physiographic province with only pre-Holocene faults present nearby that affected the deposition of volcanic features surrounding Roth East (Appendix J). Unlike Moon Pit, there are no visible expressions of these older faults. Roth East lies southeast of the Millican Valley, a dry high desert perched basin bordered to the south by



the Pine Mountain and to the north by Bear Creek Buttes. The Roth East development area would require more effort to screen operations as compared to Moon Pit as it lies atop alluvial deposits forming the northern flank of Pine Mountain. The deposits include talus, slope wash, fanglomerates and windblown material.

A geophysical study carried out by Siemens and Associates in 2023 estimated at least 300 feet of unconsolidated alluvial deposits overlying bedrock beneath the proposed development area. During the 2023 geotechnical investigation, borings drilled in the upper 150 feet of subsurface strata encountered subrounded basalt and tuff gravel mixed with varying proportions of silt and sand in 6- to 12-inch layers typical of alluvial deposits. Groundwater or saturated strata was not encountered in the borings. Bedrock was also not encountered. Roth East's surface soil includes a notable quantity of pebbles and cobbles, which gradually diminishes in size and quantity downslope toward the lacustrine Millican Valley floor to the northwest. See Appendix J for more information.

## 4.6.2 Hydrogeology

The Moon Pit site is located near the eastern edge of the Upper Deschutes Basin. The regional groundwater flow direction from Moon Pit within the basin is to the north-northwest. Two water wells are located on-site, DESC 5750 (Well A), which was developed in 1986 and is currently not in use, and DESC 9126 (Well B), which was developed in 1994 and is currently used. Well B is located at an elevation of approximately 3,600 feet and reports a depth to water of 852 feet, indicating a groundwater elevation of approximately 2,750 feet. The yield for Well B is estimated at 1,000 gpm based on purging rates from the owner during the well sampling procedure.

Given the depth to groundwater is greater than 800 feet and the geology consists of a heterogeneous and disconnected suite of volcanic units the potential for vertical migration of fluids from Moon Pit to reach groundwater is low.

Water samples collected from Well B and analyzed for the typical suite of landfill parameters indicate very good quality with no constituents reported above the EPA Maximum Contaminant Levels (MCL) and only one parameter (iron) at a concentration above the OAR 340-40 numerical groundwater quality reference levels. Slight exceedances of trace metals can be expected from water supply well grab samples not specifically designed for compliance groundwater monitoring.

Roth East is located along the far east margin of the Upper Deschutes Basin. The regional groundwater flow direction from the Millican Valley is likely to the north-northwest, roughly following topography and the path of Dry River, which once catastrophically drained Lake Millican. There are no wells in close proximity to the proposed development area. However, based on modelling using existing water wells the regional groundwater elevation at the proposed development area is anticipated to be approximately 3,800 feet above mean level.

A well located near the southwestern corner of Roth East (DESC 194; a.k.a., the Powell Well or Deep Well) and situated approximately 1.1 miles from the proposed development area at an elevation of roughly 4,800 feet (600 feet above the Millican Valley floor), reports a depth to water of 970 feet (groundwater elevation of approximately 3830 feet) and a yield of 50 gpm. Given this well was designed for residential uses the yield for a larger diameter well designed for industrial uses would likely provide a higher yield. The geophysical investigation conducted by Siemens and Associates indicates that first bedrock is located at a depth of greater than 300 feet below the surface of the proposed development area, corresponding to an approximate elevation range of 4,150 to 4,300 feet.

Water wells within the presumed footprint of prehistoric Lake Millican (below an elevation of approximately 4,300 feet) have reportedly encountered a saturated zone near the bottom of the

approximately 450-foot-thick sedimentary sequence, with low yields. It is unknown whether this shallower saturated zone is present beneath Roth East’s development area. Assuming there is no saturated zone above the bedrock in the development area, the groundwater would be expected to be at least 500 feet below the development area. The potential for vertical migration of fluids from Roth East through the thick sedimentary sequence and the unknown thickness of volcanic bedrock to groundwater is low.

Groundwater samples were collected from the Powell Well (DESC 194) following purging and the stabilization of the field indicator parameters and analytical results of typical landfill parameters indicate very good water quality with no constituents reported above the EPA MCL or the OAR 340-40 numerical groundwater quality reference levels. See Appendix J for more information.

## 4.7 Preliminary Geotechnical Feasibility

### 4.7.1 Moon Pit

Delve Underground conducted a preliminary geotechnical feasibility assessment related to the siting of a new landfill on a 346-acre portion of the Moon Pit property. A copy of the preliminary geotechnical feasibility report is included in Appendix K.

The preliminary geotechnical feasibility assessment included a combination of a desktop study and limited geotechnical explorations consisting of test pits to provide a preliminary summary of the subsurface conditions. The subsurface exploration program included 12 test pits excavated to depths ranging from 2.6 to 7.0 feet below ground surface (bgs). All but two test pits were terminated as a result of practical refusal of equipment on shallow bedrock. Bedrock observations were limited to exposures created by quarrying activities, which indicated a variability within the underlying rock mass. No laboratory tests have been performed to assess the adequacy of bedrock for future use as a construction aggregate.

The preliminary assessment of the site did not identify geotechnical critical flaws for future development as a municipal solid waste landfill. However, because of the shallow nature of bedrock encountered, earthwork and site excavation will require extensive drilling and blasting methods to excavate future waste cells to their proposed depths. Additional key summaries include:

- Faults that bound the graben (geologic term for earth crust between two faults and on which the Moon Pit quarry is situated) are not included within the U.S. Geological Survey Quaternary Fault and Fold Database. Alluvial units and the Newberry Volcano lava flow do not exhibit offsets along the northwest projections of the faults; therefore, the faults are interpreted to be inactive.
- Shallow bedrock is persistent throughout the site and covered with a thin (less than 10 feet thick) veneer of undifferentiated alluvium and loess. Thicker amounts of alluvium may be present where it has not been mined out in the northwestern portion of the site.
- Practical refusal with conventional equipment occurred during the excavation of all test pits which resulted in termination less than 10 feet bgs. Shallow bedrock conditions will likely require drilling and blasting techniques to excavate the desired depth of the waste cells.
- Bedrock exposed in quarry exposures in the southeastern portion of the site consisted of a complex sequence of basaltic lava flows and cinder-filled interbeds. Both lava flow and interbeds generally varied between 2 and 10 feet thick.
- Review of seismic surveys and cross sections compiled by Siemens & Associates within the David Evans and Associates, Inc. report entitled “Deschutes County Landfill Site Evaluation”

(prepared for Deschutes County Department of Solid Waste, dated August 7, 1996) indicated an irregular bedrock contact with varying depths of sediment accumulation within the northwest portion of the site. Some drill and blast mining (for basalt rock products) was conducted in this area but was discontinued because of poor rock quality.

- Depth to groundwater is anticipated to be well below the bottom of the proposed landfill cells (see Section 4.6.2).
- Based on the shallow bedrock conditions and the waste cells excavated into the underlying bedrock, Delve does not anticipate issues with bearing capacity or settlement associated with future site development.
- On-site materials will require laboratory testing to assess whether materials meet the specification of intended use per Oregon Standard Specifications for Construction.
- Site Class B is preliminarily recommended for future seismic design based on the materials encountered in the subsurface exploration program.
- Review of the site development plans by G. Friesen Associates, Inc., dated September 26, 2023, indicate 3H:1V (horizontal to vertical) slopes along the perimeter of the waste cells. These slopes are suitable at this time based on the current understanding of the subsurface conditions and that waste cells will be excavated into the underlying bedrock.

As noted above, the results of this study are based on a limited subsurface investigation and should be considered preliminary in nature. Additional site characterization will be required to complete the geotechnical characterization of this site if it is selected for final design, as well as to determine the quality of rock for potential on-site use.

The estimated thickness of subsurface materials encountered at the time of exploration and the anticipated use of materials is presented in Table 1. Across the site, the average thickness of overburden materials (alluvium, loess, and colluvium) is estimated to be 5 feet, plus or minus 3 feet. No laboratory tests have been performed to assess the durability of bedrock for future use as a construction aggregate. Note that the current coverage of test pits is inadequate for fully assessing the subsurface conditions for a 346-acre development, and lateral variations of materials likely exist.

**Table 1. Soil Usage Summary for Moon Pit**

Geologic Unit	ASTM Classification	Estimated Thickness (feet)	Anticipated Use <sup>1</sup>
Alluvium/Loess <sup>2</sup>	Silty SAND (SM)	1 to 5.5	Daily cover
	Well-graded GRAVEL with sand and cobbles (GW)		
	Well-graded SAND with silt (SW-SM)		
Colluvium <sup>3</sup>	Well-graded GRAVEL (GW)	>6	Daily cover
Bedrock (extremely weathered) <sup>4</sup>	Well-graded GRAVEL with silt and SAND (GW-GM)	1 to 4	Daily cover for gravel-sized or finer; crush/screen oversize rock clasts for drain rock, structural fill, and road base
	Well-graded GRAVEL with sand (GW)		
	Silty SAND with gravel and cobbles (SW)		
Bedrock <sup>5</sup> (unweathered)	N/A	Unknown	Crush for drain rock, structural fill, and road base

Notes:

1. Anticipated uses are assumed. No laboratory testing has been performed and bedrock quality is currently unknown. Laboratory testing is required for approval of on-site use.



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- 2 Alluvium and loess accumulation throughout the undisturbed areas of the site and overlies bedrock, and old alluvial gravels previously mined in the northwest portion of the site.
- 3 Colluvium limited to areas adjacent to fault scarp and only encountered in TP-3 and TP-4.
- 4 Bedrock encountered within test pits represents the upper weathering profile and contains varying amounts of sand and fines. Bedrock quality is currently unknown and requires evaluation and laboratory testing to determine durability and quality.
- 5 Bedrock quality determination is beyond the scope of this exploration although visual observations of cuts and other exposures suggest high variability ranging from poor to moderate.

## 4.7.2 Roth East

Delve Underground conducted a preliminary geotechnical feasibility assessment related to the siting of a new landfill on a 382-acre portion of the Roth East property. A copy of the preliminary geotechnical feasibility report is included in Appendix K.

The preliminary geotechnical feasibility assessment included a combination of a desktop study and limited geotechnical explorations consisting of four geotechnical borings, and two parallel geophysical surveys utilizing electrical resistivity and seismic resistivity. Borings were advanced to depths ranging from between 46.5 to 150 feet bgs and were terminated in predominantly gravelly alluvial fan deposits. Bedrock was not encountered within the borings and is estimated to be at a depth of approximately 400 feet based on the results of the geophysical surveys.

Disturbed soil samples were collected in conjunction with standard penetration tests (SPT) using a standard split-spoon sampler and a modified California split-barrel sampler. However, because of the relatively small sampler opening sizes (i.e., 1.375 to 2.4 inches), they do not provide an adequate sample size to accurately describe a predominantly gravel soil type.

The preliminary assessment of the site did not identify geotechnical critical flaws for future development as a municipal solid waste landfill. Additional key summaries include the following:

- The unnamed faults near Millican Valley (U.S. Geological Survey fault ID 841) have an age constraint of less than 750 thousand years (ka); considerably older than the 12,000 years Holocene age defined by RCRA Subtitle D.
- The Pine Mountain catchment basin now drains to the northwest of Pine Mountain, and the paleochannel that previously supplied sediment for the alluvial fan beneath the site is now separated from the upslope catchment basin, and thus inactive. The elimination of this sediment supply likely resulted from faulting of the linear ridge with a poor age constraint but is likely older than mid Quaternary (>750,000 years), and considerably older than the Holocene.
- The geomorphic relationship between the alluvial fan and surrounding topography suggests that the fan is mid Quaternary or older in age, and that the upslope sediment supply for the fan was disconnected around the same time, or before the faulting and uplift of the knob by the unnamed faults near Millican Valley.
- Faulting of the knob is likely older than the Holocene (12,000 years) and not a hazard for the future development of the site. However, a lack of Holocene deposition of sediments within the site makes the age constraint relative to preliminary observations elsewhere within Millican Valley.
- Preliminary review of the limited extent of lidar (light detection and ranging) within the western extent of Millican Valley near Horse Ridge does not indicate any offsets of Newberry Volcano lava flows, alluvial fans, or sediments associated with Lake Millican. All units within this area are late Pleistocene in age, thus indicating faulting along the unnamed faults of Millican Valley is older than 12,000 years, and not active by the RCRA Subtitle D definition of Holocene (10,000 years to 12,000 years). However, the lack of deformation and offset within

these units may indicate (1) a lack of deformation within the last 100,000 years, (2) geomorphic overprinting as a result of a prolonged recurrence interval, and (3) discontinuous fault structures across the basin.

- Preliminary geotechnical drilling encountered coarse-grained soils to a maximum depth of 150 feet bgs that largely consist of gravels of varying sizes, consistent with materials generally encountered within an alluvial fan. The materials appear to be predominantly gravels, but SPT samples limit the ability to quantify the amount of gravel because of sampling intervals and the limited size of what can enter the sampling tube.
- Geophysical surveys indicate that up to 400 feet of what are interpreted as coarse-grained soils are within the limits of the survey profiles. The boundary of the site has changed from the time of original planning of the subsurface program, and it has since been moved farther to the southwest; this area currently lacks coverage from the geophysical survey. Shallowing of bedrock should be anticipated toward the south of the site near the linear ridge.
- Based on the materials encountered, conventional earth-moving equipment for mass grading and excavation of soil is anticipated; however, large boulders on the order of 4-foot diameter may be encountered.
- Based on the materials encountered, issues with bearing capacity or settlement associated with future site development are not expected.
- On-site materials are likely suitable for use in site development pending future lab testing to identify the durability of the material.
- Site Class C is recommended for future seismic design based on the materials encountered in the subsurface exploration program.
- Site development plans by G. Friesen Associates, Inc., dated September 26, 2023, indicate 3H:1V (horizontal to vertical) slopes along the perimeter of the waste cells. These slopes are suitable at this time based on the current understanding of the subsurface conditions, but additional input may be required as plans for site development progress.
- Site development plans by G. Friesen Associates, Inc., dated September 26, 2023, indicate excavation extending to close proximity of the linear ridge. This area lacks subsurface information because of the limitation of the exploration program, and shallow bedrock may be encountered. To reduce cost overrun, a comprehensive geotechnical exploration program should be completed as a future phase of work if this site is selected for future development.

As noted above, the results of this study are based on a very limited subsurface investigation and should be considered preliminary in nature. Additional site characterization will be required to complete the geotechnical characterization of this site if it is selected for final design, as well as to determine the quality of gravels within the alluvial fan deposit for potential on-site use.

The estimated thickness of subsurface materials encountered at the time of the explorations and the anticipated use of materials is presented on Table 2. Across the site, the average thickness of overburden materials (alluvial fan deposits) is estimated to be greater than 150 feet. No laboratory tests have been performed to assess the durability of gravels within the overburden materials for future use as a construction aggregate. Note that the current coverage of borings and geophysical surveys is inadequate for fully assessing the subsurface conditions for a 382-acre development, and lateral variations of materials likely exists.

**Table 2. Soil Usage Summary for Roth East**

Geologic Unit	ASTM Classification	Estimated Thickness	Anticipated Use <sup>1</sup>
Alluvial Fan Deposits <sup>2</sup>	Silty SAND (SM)	>150 feet	Daily cover; crush/screen for drain rock, structural fill, and road base
	Well-graded SAND with silt (SW-SM)		
	Silty GRAVEL (GM)		
	Well-graded GRAVEL with silt and sand (GW-GM)		
	Well-graded GRAVEL with sand (GW)		
Bedrock <sup>3</sup>	N/A	Unknown	Unknown

Notes:

- 1 Anticipated uses are assumed. No laboratory testing has been performed to determine the durability of on-site gravel. Durability tests will be required before final approval of on-site use.
- 2 Gravel percentage poorly constrained due to the limited opening diameter within the SPT and ModCal sampling tube.
- 3 Bedrock was not encountered in the geotechnical drilling exploration and estimated at around 400 feet below grade by geophysical exploration.

## 4.8 Environmental Site Assessment Phase I

### 4.8.1 Moon Pit

Parametrix conducted a Phase I Environmental Site Assessment (ESA) of the Moon Pit Alternative including a review of available documentation pertaining to the subject property, a site reconnaissance, and a review of relevant public agency documents. The Phase I ESA was conducted in general accordance with ASTM Standard E1527-21, which defines the generally accepted industry practices and procedures currently applicable at the time and place of this study. The purpose of the Phase I ESA was to identify recognized environmental conditions (RECs) on or near the subject property.

A review of historical aerial photographs, topographic maps, and the Hooker Creek construction materials website indicate that the subject property was undeveloped until the late 1980s/early 1990s, when aggregate mining operations began. A former asphalt plant was reportedly located on the subject property. Historical aerials can be referenced in the Phase I ESA, Appendix L.

As part of the Phase I ESA, regulatory database-listed sites by federal and Oregon agencies were reviewed. Additionally, a compilation of historical uses of the subject property and site vicinity was reviewed to determine whether past operations pose a risk to the subject property. The subject property is listed on the Environmental Cleanup Site Information (ECSI) database. A comment dated April 24, 1997, notes that there is no release reported and that the site was added to the ECSI list for tracking purposes. The listing indicates that historical site use at the subject property is unknown, but it may have been used by the military during World War II (historical document review did not indicate any military usage on the subject property). No contamination at the site has been documented. Listing of the site on the ECSI database for tracking purposes does not represent a REC to the subject property. A full list of the databases reviewed can be found in Appendix L.

Parametrix conducted a site examination on October 5, 2023. The site examination consisted of observing the area, providing observations of the general environmental conditions, and visually assessing the area for evidence of hazardous substances and petroleum products. Two diesel aboveground storage tanks (ASTs) are in use at the property: an approximately 250-gallon AST near the gate and a 10,000- to 20,000-gallon AST that provides fuel to the generator for the groundwater

supply well on-site. Minor staining was noted near the 250-gallon AST. De minimis staining was also noted near the site entrance, in operation areas, at the equipment boneyard, and in the vicinity of the former asphalt plant. None of the staining appeared to be extensive or associated with active releases. A number of labeled and unlabeled drums (some still containing liquids) were also noted throughout the site, primarily in the boneyard and near the generator building. Photographs taken during the site reconnaissance can be found in the Phase I ESA, Appendix L.

#### **4.8.1.1 Recognized Environmental Conditions**

The former presence of the asphalt plant operations, as well as observed petroleum staining in several areas of the property, represents a REC to the subject property.

#### **4.8.1.2 Recommendations**

Based upon the conclusions of this investigation of the subject property, a limited Phase II ESA is recommended on the subject property to delineate shallow soil contamination, if any, and to establish baseline conditions. The Phase II ESA should include surface and shallow depth soil sampling in the former asphalt plant area, as well as other operational areas, near ASTs, and in areas of observed petroleum staining.

#### **4.8.2 Roth East**

Parametrix conducted a Phase I ESA of the Roth East Alternative including a review of available documentation pertaining to the subject property, a site reconnaissance, and a review of relevant public agency documents. The Phase I ESA was conducted in general accordance with ASTM Standard E1527-21, which defines the generally accepted industry practices and procedures currently applicable at the time and place of this study. The purpose of the Phase I ESA was to identify RECs on or near the subject property.

A review of historical aerial photographs and topographic maps indicate that the subject property has been undeveloped, aside from a single residence (constructed after 1994), since at least 1951. Historical aerials can be referenced in the Phase I ESA, Appendix L.

As part of the Phase I ESA, regulatory database-listed sites by federal and Oregon agencies were reviewed. Additionally, a compilation of historical uses of the subject property and site vicinity was reviewed to determine whether past operations pose a risk to the subject property. The subject property and adjacent properties are not listed on any regulatory database that would indicate a past or current release or storage of hazardous materials. A full list of the databases reviewed can be found in Appendix L.

Parametrix conducted a site examination on October 4, 2023. The site examination consisted of observing the area, providing observations of the general environmental conditions, and visually assessing the area for evidence of hazardous substances and petroleum products. There is one residence on the subject property along with a couple of outbuildings and ranch infrastructure (corrals, cattle watering trough, etc.). A domestic water well is located on the subject property, and a large water storage tank was noted on the ridge above the well. Two small (approximately 250-gallon), locked fuel ASTs were noted in the vicinity of the other ranch infrastructure. The ASTs appeared to contain residual fuel. No staining or distressed vegetation was noted in the vicinity. Photographs taken during the site reconnaissance can be found in the Phase I ESA, Appendix L.

#### 4.8.2.1 Recognized Environmental Conditions

No RECs were identified for the Roth East site during Phase I ESA.

#### 4.8.2.2 Recommendations

Based upon the conclusions of this investigation of the subject property, no further environmental investigation is warranted at this time.

### 4.9 Air Quality, Weather, and Greenhouse Gas Emissions

Parametrix prepared a technical memorandum that summarizes local air quality data, weather data, and a greenhouse gas (GHG) analysis for the Moon Pit and Roth East sites. Please see Appendix M. It also discusses facilities in close proximity to the site that may contribute to local air quality issues. The weather data from the past five years were acquired from two weather stations east of Bend, Oregon. The data included minimum and maximum temperatures, daily precipitation, PM2.5 and ozone (air quality) data, and wind speed and direction data.

The wind rose diagram from Redmond Roberts Field indicates dominant wind directions out of the northwest and southeast, with the most frequently occurring wind speeds between 8 and 13 miles per hour (mph). The Moon Pit site is located between two weather stations, and the Roth East site is located farther east of the Horse Ridge station. General sustained wind speeds and gusts at the Horse Ridge station are higher than at the Calgary Loop station indicating that wind conditions at Roth East are likely more intense than at the Moon Pit site, though these station data do not necessarily represent site conditions. During development and operation of the landfill, an on-site weather station will be located at the site to inform the County's adaptation of landfill operations based on current weather conditions.

Local air quality data was reviewed from the past five years, which were downloaded from the Oregon Department of Environmental Quality (DEQ) website. The closest publicly owned air quality monitoring station is located at Prineville Davidson Park. The maximum PM2.5 level measured at this station was recorded on September 12, 2020. The spikes in monitored PM2.5 are likely associated with large wildfires in Oregon, Washington, and California during those time periods. The maximum ozone level was recorded on September 12, 2020. The vicinity of both sites is predominantly vacant, undeveloped land. There are no industrial or power-generating plants within a 3-mile radius of either site that would contribute to areawide air quality conditions.

Mapped wildfire risk data indicate that both the Moon Pit and the Roth East sites have a high burn probability. According to the U.S. Forest Service, burn probability is based on the likelihood of over 250 acres burning at a given location (determined by wildfire simulation modeling). A high probability indicates between 1 in 500 and 1 in 50 chance of a wildfire over 250 acres in a single year. For both sites, fire protection measures would be in-place and the selected site is expected to function as a fire break – relatively devoid of fuel sources - that would interrupt the continuation of wildfires moving towards the site.

GHG emissions were calculated for scenarios involving the haul transportation of municipal solid waste from transfer stations to Moon Pit and Roth East. The baseline fleet transition that was evaluated (diesel to renewable natural gas [RNG] to electric) resulted in a contribution of Moon Pit of ~50,000 MT CO<sub>2</sub>e whereas Roth East would generate ~75,000 MT CO<sub>2</sub>e of GHG emissions over the 2029 to 2129 timeframe. The transition to renewable diesel is already underway, and RNG is also a reasonable, present-day option. These fuel transitions would reduce GHG emissions further but also offer opportunities for cost reduction and revenue streams.

## 4.9.1 Moon Pit

### 4.9.1.1 Temperature

The 5-year record of temperature data collected at the BEND station reported a minimum temperature of -7 degrees Fahrenheit (F) on February 23, 2022, and a maximum temperature of 107 degrees F on June 30, 2021. Temperature data at this station are spotty for the latter part of 2022 and 2023. Additional station data can be referenced in the Air Quality Technical Report, Appendix M.

### 4.9.1.2 Precipitation

The 5-year record of precipitation data collected at the BEND station reported sixteen precipitation events exceeding 0.5 inches in a day, occurring in fall, winter, and spring. Fewer significant precipitation events occurred during summer. Average daily precipitation data collected at the BEND station reported eleven daily averages above 0.2 inches and significantly lower averages during summer months. Additional station data can be referenced in the Air Quality Technical Report, Appendix M.

Lightning susceptibility in the vicinity of the Moon Pit site is relatively low (a risk index score of 20.7 based on FEMA National Risk Index methodology <sup>1</sup>).

### 4.9.1.3 Wind Speed

Dominant wind directions at the Redmond Roberts Field station (22 miles northwest of the site) are out of the southeast. Most often occurring wind speeds are between 8 and 13 miles per hour. The Calgary Loop (EW8160) weather station reports sustained winds up to 18 miles per hour and gusts up to 31 miles per hour. The US 20 Horse Ridge station reports sustained winds up to 26 miles per hour and gusts up to 43 miles per hour. Winds speeds at the Moon Pit site are expected to be between these ranges.

### 4.9.1.4 Air Quality

Available relevant air quality data from the past 5 years were downloaded from the DEQ website.<sup>2</sup> The closest publicly owned air quality monitoring station is located at Prineville Davidson Park, approximately 25.4 miles northeast of the site. Air quality data from this station monitors particulate matter, or PM<sub>2.5</sub>, and ozone. PM<sub>2.5</sub> is atmospheric particulate matter with a diameter less than 2.5 micrometers. Ozone can cause oxidation of electronics and sensitive instruments.

The maximum PM<sub>2.5</sub> level (518.1 micrograms per cubic meter [ $\mu\text{g}/\text{m}^3$ ]) measured at the Prineville Davidson Park station was recorded on September 12, 2020. These data were supplemented with PM<sub>2.5</sub> data from the Bend NE 8th and Emerson station, which is 16 miles northwest of the site. The maximum PM<sub>2.5</sub> level (547.1  $\mu\text{g}/\text{m}^3$ ) measured at the Bend NE 8th and Emerson station was recorded on August 16, 2021. The spikes in monitored PM<sub>2.5</sub> are likely associated with large wildfires in Oregon, Washington, and California during those time periods. Local and regional wildfires are generally the largest contributor to spikes in airborne particulates in eastern Oregon.

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<sup>1</sup> <https://hazards.fema.gov/nri/lightning>

<sup>2</sup> <https://oraqi.deq.state.or.us/Report/stationreport>



The maximum ozone level (39 parts per billion) was recorded on September 12, 2020.

#### **4.9.1.5 Local Air Quality Activities and Impacts**

The vicinity of the site is predominantly vacant, undeveloped land. There are no industrial or power-generating plants within a 3-mile radius that would contribute to areawide air quality conditions.

#### **4.9.1.6 Wildfire Risk**

The Moon Pit site is mapped by the US Forest Service as having a high burn probability. Although the frequency of lightning strikes is higher near Moon Pit, the extent of historical fires suggests that fires near the Moon site are typically smaller and less-likely to propagate. The soils and landforms of the Moon Pit site have low vegetation production potential which limits the accumulation of fuels. Thus, fire events historically have been typically limited to a few trees. Stand replacement, and mixed-severity fire events were infrequent (more than 150 years).

### **4.9.2 Roth East**

#### **4.9.2.1 Temperature**

The 5-year record of temperature data collected at the BEND station reported a minimum temperature of -7 degrees Fahrenheit (F) on February 23, 2022, and a maximum temperature of 107 degrees F on June 30, 2021. Temperature data at this station are spotty for the latter part of 2022 and 2023. Additional station data can be referenced in the Air Quality Technical Report, Appendix M.

#### **4.9.2.2 Precipitation**

The 5-year record of precipitation data collected at the BEND station reported sixteen precipitation events exceeding 0.5 inches in a day, occurring in fall, winter, and spring. Fewer significant precipitation events occurred during summer. Average daily precipitation data collected at the BEND station reported eleven daily averages above 0.2 inches and significantly lower averages during summer months. Additional station data can be referenced in the Air Quality Technical Report, Appendix M.

Lightning susceptibility in the vicinity of the Roth East site is relatively low (a risk index score of 20.7 based on FEMA National Risk Index methodology<sup>3</sup>).

#### **4.9.2.3 Wind Speed**

Dominant wind directions at the Redmond Roberts Field station (22 miles northwest of the site) are out of the southeast. Most often occurring wind speeds are between 8 and 13 miles per hour. The US 20 Horse Ridge station reports sustained winds up to 26 miles per hour and gusts up to 43 miles per hour. Wind speeds at the Roth East site are expected to generally resemble what has been observed at this weather station.

Concerns have been raised by the public regarding high winds, whirlwinds carrying dust and debris, and thermal draft that are utilized by paragliders. These concerns relate to landfill operations, as

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<sup>3</sup> <https://hazards.fema.gov/nri/lightning>

strong winds can exacerbate various environmental and operational challenges. Wind has the potential to spread litter and debris beyond the landfill boundaries. Additionally, airborne particles carrying odors from decomposing waste may be dispersed, causing nuisance to nearby communities.

Operationally, high winds can disrupt daily landfill activities, affecting waste deposition and compaction processes. To mitigate wind-related risks, landfill operators often implement engineering controls such as windbreaks, cover systems, and dust suppression measures. Regular monitoring and contingency plans are crucial to promptly address adverse weather conditions and ensure the effective and environmentally responsible management of landfill sites.

#### 4.9.2.4 Air Quality

Available relevant air quality data from the past 5 years were downloaded from the DEQ website.<sup>4</sup> The closest publicly owned air quality monitoring station is located at Prineville Davidson Park, approximately 31 miles northeast of the site. Air quality data from this station monitors particulate matter, or PM<sub>2.5</sub>, and ozone. PM<sub>2.5</sub> is atmospheric particulate matter with a diameter less than 2.5 micrometers. Ozone can cause oxidation of electronics and sensitive instruments.

The maximum PM<sub>2.5</sub> level (518.1 µg/m<sup>3</sup>) measured at the Prineville Davidson Park station was recorded on September 12, 2020. These data were supplemented with PM<sub>2.5</sub> data from the Bend NE 8th and Emerson station, which is 25 miles northwest of the site. The maximum PM<sub>2.5</sub> level (547.1 µg/m<sup>3</sup>) measured at the Bend NE 8th and Emerson station was recorded on August 16, 2021. The spikes in monitored PM<sub>2.5</sub> are likely associated with large wildfires in Oregon, Washington, and California during those time periods. Local and regional wildfires are generally the largest contributor to spikes in airborne particulates in eastern Oregon.

The maximum ozone level (39 parts per billion) was recorded on September 12, 2020.

#### 4.9.2.5 Local Air Quality Activities and Impacts

The vicinity of the site is predominantly vacant, with a handful of rural residential properties located throughout the area. There are no industrial or power-generating plants within a 3-mile radius that would contribute to areawide air quality conditions.

#### 4.9.2.6 Wildfire Risk

The Roth East site is mapped by the US Forest Service as having a high burn probability. This site has more productive soils supporting sage steppe and more invasive species, especially cheatgrass, that have a higher potential of carrying wildfire. Where there is an abundance of invasive nonnative species such as cheatgrass, areas that used to burn once every 20 to 100 years can now burn every 7.5 to 15 years in sage steppe habitat.

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<sup>4</sup> <https://oraqi.deq.state.or.us/Report/stationreport>



## 4.10 Natural Resources

### 4.10.1 Moon Pit Site Characteristics

#### 4.10.1.1 Landscape Setting and Site Use

The site is located in the Smith Canyon-Dry River (HUC 170703050710) watershed, with general slope to the northwest. The site consists of an active aggregate material mine interspersed with juniper woodland and shrubland. The site is incidentally grazed by cattle entering through gaps in fencing. The site is bordered by BLM land and is nearby to Oregon Badlands Wilderness. The topography of the site is slightly sloped to the northwest with hillsides directly outside the site to its north, east, and south. The site elevation ranges from 3,600 to 3,860 feet.

#### 4.10.1.2 Vegetation

Present within the site is 167.1 acres of juniper woodland and 10.9 acres of shrub steppe. The remainder of the site consist of disturbed mined out areas, roads, and buildings (206.82 acres). The vegetation in the juniper woodland was dominated by western juniper (*Juniperus occidentalis*), big sagebrush (*Artemisia tridentata*), rubber rabbitbrush (*Ericameria nauseosa*), cheatgrass (*Bromus tectorum*), bluebunch wheat grass (*Pseudoroegneria spicata*), and Idaho fescue (*Festuca idahoensis*). Shrub steppe habitat was dominated by big sagebrush, rubber rabbitbrush, cheatgrass, bluebunch wheat grass, and Idaho fescue. Other native species found include antelope bitterbrush (*Purshia tridentata*), cushion wild buckwheat (*Eriogonum ovalifolium*), common yarrow (*Achillea millefolium*), needle and thread (*Hesperostipa comata*), and Sandberg bluegrass (*Poa secunda*). Common weedy species found within disturbed areas include cheatgrass, night-flowering catchfly (*Silene noctiflora*), Russian thistle (*Salsola tragus*), Mexican fireweed (*Bassia scoparia*), and tumble mustard (*Sisymbrium altissimum*). Mexican fireweed is listed as a noxious weed by the Oregon Department of Agriculture.

### 4.10.2 Moon Pit Site Protected Species, Habitat, and Permitting

#### 4.10.2.1 Wetland and Waters

An artificial pond built within uplands adjacent to a mine cell in the site’s northwest was found to have wetland characteristics (Appendix N). The pond was originally used for gravel and sand washing but is now used for dust control and for fire suppression. Three streambeds are mapped as intermittent seasonally flooded riverine features by National Wetland Inventory to occur within the eastern half of the site. These features are located in gullies with upland vegetation. The gullies lacked stream bed and bank features and did not contain hydric soils or hydrophytic vegetation (Appendix N). These gullies are likely ephemeral systems that only have flow during spring melt in high snowpack years. The artificial pond and the ephemeral gullies would not be considered jurisdictional. No other wetland or water features were observed on-site. Site development would not require permitting under Sections 404 and 401 of the Clean Water Act and Oregon’s Removal-Fill Law (OAR 196-795-990).

#### 4.10.2.2 Federal and State Listed Species

Federally listed threatened and endangered species or designated critical habitat are not likely to be present using habitat found within the site (Appendix N); therefore, site development would not initially require permitting under Section 10 or Section 7 of the Endangered Species Act. If greater

sage grouse ([sage-grouse] *Centrocercus urophasianus*) or pygmy rabbit (*Brachylagus idahoensis*) are listed as threatened or endangered during planning and construction of the SWMF or during major operational changes once constructed, the County would need to consult with USFWS for compliance under Section 10 or Section 7 of the ESA (Appendix M).

#### 4.10.2.3 Bald and Gold Eagle Protection Act

The site is within 2 miles of a golden eagle nest and its development will result in a permanent alteration of habitat and an Eagle Incidental Take Permit may be required for project development. The permit would be used for consultation and to determine a take statement and associated required mitigation. Potential mitigation can be conducted via an in-lieu fee which is calculated as take over time. Alternatively, Deschutes County could allocate money to a local utility company to retrofit utility poles to protect raptors and other birds from electrocution through a Memorandum of Agreement. See Appendix N for further information Bald and Gold Eagle Protection Act and requirements for permitting site development.

#### 4.10.2.4 Migratory Bird Treaty Act

Various migratory birds that are protected under the Migratory Bird Treaty Act of 1918 may forage on or nest on the site. To avoid and minimize effects to migratory birds, initial site development (vegetation clearing and grubbing) should be conducted during the non-nesting season. If vegetation disturbance occurs during the nesting season, the site should be surveyed for nesting birds by a qualified biologist. See Appendix N for further information on Migratory Bird Treaty Act species that may be present on-site and for construction best management practice to minimize impacts.

#### 4.10.2.5 Big Game Range

The site is entirely within mule deer (*Odocoileus hemionus*) and elk (*Cervus canadensis*) winter range designated by ODFW and is partially in a Wildlife Area Combining Zone for North Paulina Winter Range designated by Deschutes County. The site is also entirely within essential and limited pronghorn (*Antilocapra americana*) habitat as designated by ODFW. Tracks and scat of mule deer and elk were observed throughout the site. The habitat on-site is of low to moderate quality for these big game species (Appendix N). Site development would result in a permanent loss of 167.1 acres of juniper woodland and 10.9 acres of shrub steppe which would require mitigation (see below in Section 4.10.3)

#### 4.10.2.6 Sage-Grouse

The Site is not sage-grouse habitat (Appendix N). However, site development would result in indirect impacts that would impact low density sage-grouse habitat. Indirect impacts can include sound disturbance and from increased densities of ravens (*Corvus corax*). Landfills can result in elevated densities of ravens due to additional food sources and roosting locations. Ravens predate on sage-grouse and higher abundance of the species within sage-grouse habitat has been linked with lower sage-grouse reproductive success.

In coordination with ODFW, the estimated impact of site development on sage-grouse is a loss of 7.8 functional acres which would require mitigation (see below in Section 4.10.3).

### 4.10.3 Moon Pit Site Development Compensatory Mitigation

#### 4.10.3.1 Big Game Habitat

Mule Deer and elk winter range and essential and limited pronghorn habitat are considered Category 2 habitat by ODFW's Wildlife Habitat Mitigation Policy (OAR 635-415-0000). Category 2 habitat is deemed to be essential for a species, populations, or species assemblage (OAR 635-415-0025). Avoidance of impacts through alternatives to the proposed action are recommended. If impacts are unavoidable, mitigation of impacts would be required through in-kind, in-proximity, habitat mitigation to achieve "no net loss" and a "net benefit" of habitat quantity or quality (OAR 635-415-0025(B)).

A mitigation plan would need to be developed to characterize compensatory mitigation to impacts to 167.1 acres of juniper woodland and 10.9 acres of shrub steppe. Because impacts to mule deer and elk winter range essential and limited pronghorn habitat spatial overlap, mitigation for each can be stacked into one mitigation project. Mitigation may involve making on-site habitat improvements or acquiring a parcel of land with those habitats to prevent its development (avoided loss) or improve its habitat (enhancement). Enhancement can include a combination of actions that may include livestock grazing restrictions, weed treatment, native revegetation/restoration, fire readiness, and fence removal/fence upgrade. Further information on mitigation options for mule deer, elk and pronghorn habitat can be found in Appendix N.

#### 4.10.3.2 Sage-Grouse

Site development would be considered a large-scale development (>40 acres) which would impact significant sage-grouse habitat and thus is considered a conflicting use (OAR 660-023-0115(7)). Conflicting uses require compliance with the mitigation hierarchy and ODFW's Sage-grouse Mitigation Program and Policy. The development of the site must show that the overall public benefits outweigh the damage to the significant sage-grouse habitat (DCC 18.89.110). The development of the SWMF at the site must demonstrate that impacts to sage-grouse habitat are unavoidable and the project was developed to minimize impacts. The extent of direct and indirect impacts on significant sage-grouse habitats must be mitigated for and provide a net conservation benefit to sage-grouse (OAR 635-140-0010(e)).

Site development would result in the loss of 7.8 functional acres of sage-grouse habitat. To achieve a net conservation benefit, ODFW requires compensatory mitigation to restore 115% of impacted functional acres. Thus, a mitigation plan would need to be developed to characterize the restoration of 9 functional acres of sage-grouse habitat. Mitigation actions include acquisition of bank credits, payment in-lieu, and permittee responsible on or off-site mitigation. At present, there is no mitigation bank available with approved credits. ODFW is currently reviewing documents for a mitigation bank that could be a future option for mitigation for site development. The estimated in-lieu fee cost provided by ODFW is \$500,000. The in-lieu fee cost should be considered as the maximum cost for sage-grouse mitigation. Permittee-responsible on-site mitigation is not possible given the extent of the SWMF on the site. Off-site mitigation could involve acquiring a parcel of land and performing mitigation actions or working with private or public landowners on a conservation plan. Common mitigation measures that could result in restoration of sage-grouse habitat include juniper removal, cattle grazing management, reseeding of native forbs and grasses, fence removal, and invasive removal. Further information on mitigation options for sage-grouse habitat can be found in Appendix N.

#### 4.10.4 Moon Pit Site Summary

The development of the SWMF at the site would require minimization and avoidance through site design, employing best management practices during construction and operations to avoid impacts to Migratory Bird Treaty Act-protected species, and to mitigate for impacts to golden eagle habitat, mule deer and elk winter range, essential and limited pronghorn habitat, and significant sage-grouse habitat. The initial cost of mitigation is estimated to be \$700,000 with \$800,000 in operations and maintenance. These values are approximations of costs for site development and should only be used for site selection comparisons for the SWMF. Further development of a mitigation plan and coordination with ODFW, the County, and others would be required to determine the cost of natural resource mitigation for the development of the SWMF at Moon Pit. Further information on cost estimates can be found in Appendix N.

#### 4.10.5 Roth East Site Characteristics

##### 4.10.5.1 Landscape Setting and Site Use

The site is located in the Mahogany Butte-Dry River (HUC 170703050706) watershed, with general slope to the northwest. The site consists of sage brush steppe environment with native and non-native grasses and bunchgrasses and is currently used for grazing. The site is bordered by private lands that are also used for grazing. The topography of the site is slightly sloped to the north. The site elevation ranges from 4,480 to 4,600 feet.

##### 4.10.5.2 Vegetation

The site is entirely composed of shrub steppe habitat. Vegetation within the site is dominated by big sagebrush, rubber rabbitbrush, crested wheat grass (*Agropyron cristatum*), and Idaho fescue. Other native species found include western juniper, bluebunch wheat grass, cushion wild buckwheat, antelope bitterbrush, lupine (*Lupinus species*), and prairie June grass (*Koeleria macrantha*). Invasive and non-native species present in low densities included cheatgrass, spotted knapweed (*Centaurea stoebe*), tumble mustard, medusahead rye (*Taeniatherum canput-medusae*), and clasping pepper weed (*Lepidium perfoliatum*). Medusa rye and spotted knapweed are listed as noxious weeds by the Oregon Department of Agriculture.

#### 4.10.6 Roth East Site Protected Species, Habitat, and Permitting

##### 4.10.6.1 Wetland and Waters

Within the site, nine streambeds are mapped as intermittent seasonally flooded riverine streambeds by National Wetland Inventory. These features are located in gullies with upland vegetation. The gullies lacked stream bed and bank features and did not contain hydric soils or hydrophytic vegetation (Appendix N). These gullies are likely relict topographical features from previous climatic conditions and are currently ephemeral systems that may only have flowing water during spring of high snow pack years. No other wetland or water features were observed on-site. Site development would not require permitting under Sections 404 and 401 of the Clean Water Act and Oregon's Removal-Fill Law (Oregon Administrative Record [OAR] 196.795-990) as features present on-site are not jurisdictional.

#### 4.10.6.2 Federal and State Listed Species

Federally listed threatened and endangered species or designated critical habitat are not likely to be present using habitat found within the site (Appendix N); therefore, Site development would not initially require permitting under Section 10 or Section 7 of the Endangered Species Act. If sage-grouse or pygmy rabbit are listed as threatened or endangered during planning and construction of the SWMF or during major operational changes once constructed, the County would need to consult with USFWS for compliance under Section 10 or Section 7 of the ESA (Appendix M).

#### 4.10.6.3 Bald and Gold Eagle Protection Act

The site is not within 2 miles of a golden eagle or bald eagle nest and thus site development is unlikely to impact these species. Site development would not require permitting under the Bald and Gold Eagle Protection Act.

#### 4.10.6.4 Migratory Bird Treaty Act

Various migratory birds that are protected under the Migratory Bird Treaty Act of 1918 may forage on or nest on the site. To avoid and minimize effects to migratory birds, initial site development (vegetation clearing and grubbing) should be conducted during the non-nesting season. If vegetation disturbance occurs during the nesting season, the site should be surveyed for nesting birds by a qualified biologist. See Appendix N for further information on Migratory Bird Treaty Act species that may be present on-site and for construction best management practice to minimize impacts.

#### 4.10.6.5 Big Game Range

The site is entirely within mule deer (*Odocoileus hemionus*) and elk (*Cervus canadensis*) winter range designated by Oregon Department of Fish and Wildlife (ODFW) and is partially in a Wildlife Area Combining Zone for Deer Winter Range designated by Deschutes County. The site is also entirely within essential and limited pronghorn (*Antilocapra americana*) habitat as designated by ODFW and is within a Wildlife Area Combining Zone for Antelope Range as designated by Deschutes County.

No tracks or scat of these big game species were observed on-site. The habitat on-site is of moderate to high quality for these big game species. Site development would result in a permanent loss of 309.3 acres intact shrub steppe habitat which would require mitigation (see below in Section 4.10.7)

#### 4.10.6.6 Sage-Grouse

The site is entirely within low-density greater sage-grouse habitat and is adjacent to core area sage-grouse habitat as designated by ODFW. The site is used lightly by sage-grouse during the summer and winter and is located within a corridor that connects leks located to the site's east and west (Appendix N).

The habitat on-site is of moderate quality for sage-grouse. Site development would result in direct and indirect impacts to sage-grouse habitat. Direct habitat includes habitat removal whereas indirect impacts can include noise disturbance during construction and operations and predation from increased densities of ravens (*Corvus corax*). Landfills can result in elevated densities of ravens due to additional food sources and roosting locations. Ravens predate on sage-grouse and higher abundance of the species within sage-grouse habitat has been linked with lower sage-grouse reproductive success.



In coordination with ODFW, the estimated impact of site development on sage-grouse is a loss of 173.3 functional acres which would require mitigation (see below in Section 4.10.7).

## **4.10.7 Roth East Site Development Compensatory Mitigation**

### **4.10.7.1 Big Game Habitat**

Mule Deer and elk winter range and essential and limited pronghorn habitat are considered Category 2 habitat by ODFW's Wildlife Habitat Mitigation Policy (OAR 635-415-0000). Category 2 habitat is deemed to be essential for a species, populations, or species assemblage (OAR 635-415-0025). Avoidance of impacts through alternatives to the proposed action are recommended. If impacts are unavoidable, mitigation of impacts would be required through in-kind, in-proximity, habitat mitigation to achieve "no net loss" and a "net benefit" of habitat quantity or quality (OAR 635-415-0025(B)).

A mitigation plan would need to be developed to characterize compensatory mitigation to impacts to 309.3 acres of shrub steppe. Because impacts to mule deer and elk winter range essential and limited pronghorn habitat spatial overlap, mitigation for each can be stacked into one mitigation project. Mitigation may involve making on-site habitat improvements or acquiring a parcel of land with those habitats to prevent its development (avoided loss) or improve its habitat (enhancement). Enhancement can include a combination of actions that may include livestock grazing restrictions, weed treatment, native revegetation/restoration, fire readiness, and fence removal/fence upgrade. Further information on mitigation options for mule deer, elk and pronghorn habitat can be found in Appendix N.

### **4.10.7.2 Sage-Grouse**

Site development would be considered a large-scale development (>40 acres) which would impact significant sage-grouse habitat and thus is considered a conflicting use (OAR 660-023-0115(7)). Conflicting uses require compliance with the mitigation hierarchy and ODFW's Sage-grouse Mitigation Program and Policy. The development of the site must show that the overall public benefits outweigh the damage to the significant sage-grouse habitat (DCC 18.89.110). The development of the SWMF at the site must demonstrate that impacts to sage-grouse habitat are unavoidable and the project was developed to minimize impacts. The extent of direct and indirect impacts on significant sage-grouse habitats must be mitigated for and provide a net conservation benefit to sage-grouse (635-140-0010(e)).

Site development would result in the loss of 173.7 functional acres of sage-grouse habitat. To achieve a net conservation benefit, ODFW requires compensatory mitigation to restore 115% of impacted functional acres. Thus, a mitigation plan would need to be developed to characterize the restoration of 199.3 functional acres of sage-grouse habitat. Mitigation actions include acquisition of bank credits, payment in-lieu, and permittee responsible on or off-site mitigation. At present, there is no mitigation bank available with approved credits. ODFW is currently reviewing documents for a mitigation bank that could be a future option for mitigation for site development. The estimated in-lieu fee cost provided by ODFW is \$7.6 million. The in-lieu fee cost should be considered as the maximum cost for sage-grouse mitigation. On-site mitigation would involve improving habitat conditions within the parcel of land on or adjacent to the impact site, whereas off-site mitigation could involve acquiring a parcel of land and performing mitigation actions or working with private or public landowners on a conservation plan. Common mitigation measures that could result in restoration of sage-grouse habitat include juniper removal, cattle grazing management, reseeding of native forbs and grasses, fence removal, and invasive removal. Further information on mitigation options for sage-grouse habitat can be found in Appendix N.

## 4.10.8 Roth East Site Summary

The development of the SWMF at the site would require minimization and avoidance through site design, employing best management practices during construction and operations to avoid impacts to Migratory Bird Treaty Act–protected species, and to mitigate for impacts to mule deer and elk winter range, essential and limited pronghorn habitat, and significant sage-grouse habitat. The initial cost of mitigation is estimated to be \$1,500,000 with \$2,500,000 in operations and maintenance. The maximum cost of mitigation is estimated to be \$8,800,000 with \$7,600,000 for in-lieu payment to ODFW for sage-grouse habitat impacts. These values are approximations of costs for site development and should only be used for site selection comparisons for the SWMF. Further development of a mitigation plan and coordination with ODFW would be required to determine the cost of natural resource mitigation for the development of the SWMF at Roth East. Further information on cost estimates can be found in Appendix N.

## 4.11 Archaeology and Cultural Heritage

### 4.11.1 Archaeological and Historical Resources

A reconnaissance survey for archaeological and historical resources was completed by Willamette Cultural Resources Associates, Ltd. (WillametteCRA) at the Moon Pit and Roth East locations in September 2023. The intent of the reconnaissance survey was to assess the potential for cultural resources at each location and provide further actions that may be necessary to address cultural resources requirements. The reconnaissance was not a compliance-level survey (by state or federal standards) as the project areas were not surveyed systematically to cover all of the potential impact areas, and identified resources were not formally recorded with the Oregon State Historic Preservation Office (SHPO). The following is a summary of WillametteCRA’s reports, which are included in their entirety in Appendix O.

### 4.11.2 Cultural Resources Literature Search and Records Review

WillametteCRA performed a records and literature review of sites and survey data on file with the Oregon SHPO, General Land Office maps and survey notes, historic topographic maps and aerial photographs, and historical references in the WillametteCRA in-house library.

#### 4.11.2.1 Moon Pit.

Three previous archaeological surveys have occurred within portions of the Moon Pit location. These prior surveys resulted in the identification of two archaeological resources within Moon Pit, and three archaeological resources immediately adjacent to Moon Pit. These resources are primarily single precontact lithic artifacts and small lithic scatters. The exception to this is a large multicomponent site near to Moon Pit. This site (35DS2384) is comprised of multiple precontact rock art panels, several concentrations of lithic debitage, multiple formed tools, and remnant features of a historic period farmstead/ranch bracketing a slot canyon located north of Moon Pit. The site has been recommended as eligible for listing in the National Register of Historic Places (NRHP).

Historic maps and aerial imagery depict no developments within Moon Pit with the exception of informal roads/trails. Historically, no buildings or structures were present.

Moon Pit is located on a parcel that encompasses both a relatively level lowland and gentle slopes leading up to Horse Ridge in the south, as well as a level upland area in the northwest. Relic drainages bisect the property in the southeast and east. Intensive mining and quarrying activity has

modified the topography and hydrology of the project parcel over the last 20 to 30 years. Given the proximity of a large, NRHP-eligible archaeological site (35DS2384), the presence of drainages, and the distribution pattern of previously identified sites in the broader vicinity, portions of the parcel undisturbed by mining activity have a moderate to high probability of containing precontact archaeological resources. Based on previous archaeological investigations, sparse lithic scatters and/or lithic isolates that may represent ephemeral habitation areas related to 35DS2384 are likely present.

Extant buildings and structures within the parcel do not date to the historic period and there are no historic built environment resources within or in the immediate vicinity of Moon Pit. WillametteCRA suspects there is a low probability for historic-period archaeological resources.

#### **4.11.2.2 Roth East.**

There has only been one previous archaeological study within Roth East; however, it did not involve field survey. As a result, the Roth East location has never been surveyed and there are no previously recorded archaeological resources.

A review of historic maps and aerial imagery of Roth East shows historic development limited to informal roads and trails and limited agricultural activity. There is one structure present in the north central portion of Roth East visible as early as the 1960s. Modern aerial imagery suggests the ruins of the structure may still be present.

Roth East is located on a parcel that encompasses both a relatively level lowland, and gentle slopes leading up to Pine Mountain in the south and a level upland area in the northeast part of the project that overlooks the valley. Relic drainages bisect the property. Given the lack of previous survey, presence of drainages, and the distribution pattern of previously identified sites in the broader vicinity, the area has a high probability of containing precontact archaeological resources. Based on previous archaeological investigations, sparse lithic scatters and/or lithic isolates that may represent ephemeral habitation areas are likely present.

There are no historic built environment resources in Roth East. Historic map research shows little to no historic-period development within or near the project area. WillametteCRA suspects there is a low probability of historic-period archaeological resources in Roth East. The exception to this would be the potential ruins of the 1960s structure, which would be recorded as an archaeological resource.

### **4.11.3 Cultural Resources Reconnaissance Survey**

The reconnaissance-level field survey consisted of meandering transects spaced approximately 20 meters apart within each quadrant. Archaeological resources were noted and mapped with a GPS (global positioning system) but were not formally recorded or delineated.

#### **4.11.3.1 Moon Pit.**

WillametteCRA staff conducted a visual inspection of approximately 100 of the 560 total acres. The previously recorded resources were not relocated during the reconnaissance. Five new archaeological resources (three sites and two isolates) were identified. The sites were all small lithic scatters comprised of flakes, flaked tools, and formed tools, including a possible Plateau side-notched point. Obsidian was among the raw materials represented. The isolates were both single historic hole-in-top cans.



#### 4.11.3.2 Roth East.

WillametteCRA staff conducted a visual inspection of approximately 128 of the 645 total acres. Twelve archaeological resources (six sites and six isolates) were identified during the reconnaissance. The majority of resources (n=10) were precontact lithic isolates (one artifact) or sparse lithic scatters. The precontact sites vary in size and content, with the largest and most diverse site consisting of 14 artifacts. This artifact assemblage included a projectile point, flakes, and flaked tools. The projectile point resembled a Plateau side-notched point which dates to ca. 1500 years before present.

In general, the precontact archaeological resources at Roth East consisted of flakes and formed tools made from obsidian and fine-grained volcanic material. The historic resources consisted of a scatter of cans and lumber, and a spoked wheel.

#### 4.11.4 Cultural Resources Impacts

A comparison of the relative density of cultural resources between Moon Pit and Roth East indicates that Roth East has more abundant cultural resources. Both locations are considered to have a moderate to high probability for precontact archaeological resources and a low probability for historic-period archaeological resources. No historic built environment resources are anticipated. Present land use is a relevant factor contributing to the difference in cultural resource densities between Moon Pit and Roth East. At Moon Pit, half of the proposed landfill footprint is disturbed by gravel and rock mining, which greatly reduces the potential for cultural resources, particularly intact archaeological resources. Since Roth East is largely undisturbed, the potential for discovery of intact cultural resources is greater.

#### 4.11.5 Cultural Resources Mitigation

Based on the available data, Roth East carries the greatest degree of schedule and cost risk. A formal survey of both Roth East and Moon Pit would better define the potential schedule and cost implications. Below is the general process for addressing cultural resources which impacts the schedule and cost.

A systematic pedestrian survey of the entire area proposed for development is recommended. If an archaeological site or isolate is identified, and the project has the potential to impact it, then the resource needs to be delineated and formally evaluated under Oregon state law (assuming there is no federal nexus to the project). With some exceptions, evaluating whether an archaeological resource is significant requires an Oregon SHPO archaeological permit. To obtain a SHPO permit, a Secretary of Interior-qualified archaeologist on the Oregon SHPO's approved list must apply. The application requires a research design, which takes time to prepare. Once submitted, the application goes through a 30-day review period (realistically closer to 35 days) with SHPO during which time interested Tribes may comment. SHPO or tribal comments or questions about the application may delay the process. Once the permit is obtained, field investigations may commence. The duration of the field investigations depends on the complexity of the resource. Once field investigations and post-field analysis are completed, the permit holder presents the findings (report and resource forms) to SHPO for concurrence. SHPO has 30 days to review the findings.

If the resource is determined significant, then impacts to the resource will need to be avoided or mitigated (e.g., archaeological data recovery, public interpretation, etc.); mitigation is specific to the individual resource and impact. If the resource is determined not significant, then the resource is not protected by Oregon law and requires no avoidance or mitigation, and the project may proceed as planned. If SHPO disagrees with a finding or requests more information to support a finding, the

SHPO review clock starts over at 30 days. Under state law, Oregon SHPO has the final say as to whether a resource is significant.

## 4.12 Community Assessment

### 4.12.1 Site-Specific Community Assessment Summary

The Deschutes County Department of Solid Waste is working with a SWAC to evaluate siting options for the new solid waste management facility. The SWAC has been meeting regularly since April 2022 to review and discuss information during the multi-step siting evaluation. In June 2023, the SWAC recommended further study of the Moon Pit and Roth East finalist sites.

### 4.12.2 Community Characteristics

The County is looking to enter into negotiations with a willing seller and is engaged in direct outreach with the Moon Pit and Roth East property owners. Both sites are in the same census tract in Deschutes County (41017000100). The census tract population is approximately 1,962 people and is not identified as disadvantaged.

- For the Moon Pit site, there are no known residences within 1 mile of the site and one residence within 2 miles of the site. There are a variety of active recreational uses in the vicinity of the site, including the Badlands Rock Trailhead and parking area and general outdoor use by mountain bikers (outside the Badlands Wildlands Wilderness) and others.
- For the Roth East site, there are two known residences within 1 mile of the site and eight within 2 miles of the site location. There are a variety of active recreational uses in the vicinity of the site, including an off-road vehicle trail system, a Pine Mountain launch area for paragliders and hang gliders, a shooting range, and general outdoor use by mountain bikers, hikers, birdwatchers, and others.

Throughout the siting evaluation, the County has been working to share information with interested parties and the community and collect public input in writing and during public meetings held with the SWAC. As part of ongoing outreach, the County has contacted area residents, public agencies, Tribes, recreation and environmental interests, and others. No response has been received from contacted Tribes (as of May 22, 2024). In addition to individual community members, agencies and organizations that submitted comments included the Bureau of Land Management, US Fish and Wildlife Service, East Cascades Audubon Chapter, Oregon Natural Desert Association, Central Oregon Landwatch, League of Conservation Voters, University of Oregon Department of Physics/Pine Mountain Observatory, and the United States Hang Gliding and Paragliding Association. These written comments from agencies and organizations are included in Appendix R.

Based on the comments received, the Moon Pit and Roth East site locations in a comparatively less developed part of the county have been viewed as a positive by some community members, while others highlight considerations about operational hauling costs and winter roadway conditions.

Site-specific concerns expressed by local community members generally relate to potential environmental issues, health risks or other local impacts. For the Moon Pit site, this includes consideration of the proximity to the Badlands Wilderness, concerns about nearby cultural resources, and potential disruption of area recreation uses. For the Roth East site, this includes consideration of potential local impacts to Millican Valley landowners, light pollution and related impacts to the Pine Mountain Observatory, and potential disruption of area recreation uses such as paragliding.

Specifically, the potential for high winds at Roth East to spread debris and dust and concerns about contamination of local groundwater have been noted.

For both sites, there are concerns about potential impacts to habitat and area wildlife resulting from site development and operation. Of the two sites, development of Roth East is generally viewed as having more potential visual and residential impacts while development of Moon Pit is perceived as having minimal new impacts because of its current use as a gravel mine. Because the Moon Pit site is already disturbed and will continue to support surface mining (regardless of landfill siting), concerns were raised that development of a new landfill at the Roth East site would cause a greater disruption to the surrounding area than at the Moon Pit site.

An abbreviated tabular summary of public comments for the two sites is presented below in Table 3. These comments are part of the public record for the siting evaluation work and have been made available to the project team, SWAC, and Board of County Commissioners.

**Table 3. Public Comments Received by County (December 2022-October 2023)**

	<b>Moon Pit Site</b>	<b>Roth East Site</b>
<b>Total Public Comments</b>	<b>224</b>	<b>300</b>
<b>Top Categories</b> (over 100 mentions)	<p><b>Wildlife</b> 218 sage grouse, 218 eagles and raptors, 216 deer</p> <p><b>Environment</b> 218 noise</p> <p><b>Recreation</b> 206 general</p> <p><b>Zoning</b> 206 wildlife</p>	<p><b>Wildlife</b> 274 sage grouse, 227 general, 245 deer, 208 elk, 205 cougar</p> <p><b>Environment</b> 267 noise</p> <p><b>Zoning</b> 243 wildlife</p> <p><b>Recreation</b> 225 general, 131 paragliding</p>

Notes: Some comments identified in this summary referenced the area near the site (e.g., Badlands Wilderness or Millican Valley) not the specific site. The full record is available through the County’s project webpage at [deschutescounty.gov/managethefuture](https://deschutescounty.gov/managethefuture).

### 4.12.3 Continued Outreach

Once a final site is selected, the site permitting process is expected to include additional outreach and public process such as notifications and opportunities for comment. This consultation with federal, state, and local agencies, along with Tribal governments, can help identify strategies to mitigate potential impacts during site development and operations. Along with informative outreach for the broader community, providing ongoing opportunities for two-way communication with adjacent property owners, local community groups, and interested parties is recommended to invite feedback and help identify concerns and potential solutions. For example, continued briefings and small group discussions with stakeholder organizations and interested parties, backyard and small group engagement with neighbors to discuss property-specific considerations, and periodic meetings with the SWAC are suggested methods of sharing information and inviting input.

### 4.12.4 Siting Evaluation Outreach Summary

The County is committed to a transparent process and is working with a SWAC to evaluate siting options. SWAC members are appointed and represent incorporated cities, franchise haulers, the Environmental Center, and the community at-large. The SWAC has been meeting regularly since April 2022 to review and discuss information during the multi-step siting evaluation. The meetings allow for in-person and online attendance and include public comment periods.

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As part of the siting evaluation process, County staff have received and responded to hundreds of public comments. These comments are part of the public record for the siting evaluation work and have been made available to the project team, SWAC, and Board of County Commissioners.

In addition to the SWAC meetings, the County has been sharing information and inviting community input using a range of outreach tools including updates to the Board of County Commissioners, direct outreach and mailings to property owners and site neighbors, direct outreach to Tribes, briefings to community groups and public agencies, news media interviews and press releases, e-news updates, group mailings to interested parties, and a community open house. The County has also created a project webpage and a StoryMap dedicated to the siting evaluation process with information about the project timeline, maps, frequently asked questions, and various resource links. See Appendix P for more information in the Community Assessment.

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## 5. Cost Analysis

The Parametrix team prepared planning level opinions of probable cost (costs) for both sites. These opinions have ranges of -30% to +50%, which is an appropriate level of accuracy for comparison of sites. See Appendix C for Site Owner Solicitation Responses with terms and prices for acquisition. See Appendix Q for SWMF waste projections and cost estimates for development and operations at each site.

### 5.1 Capacity and Projected Life

Moon Pit has an estimated airspace capacity of 64 million cubic yards over 346 acres. The available airspace on this footprint provides a project lifespan of 100 years.

Roth East has a footprint of 387 acres with an estimated 80 million cubic yards of airspace. The projected life of the landfill is 125 years based on the preliminary design. The MSW disposal area footprint on the site has the possibility of expansion horizontally and vertically and could provide over 250+ years of solid waste disposal capacity for Deschutes County residents if needed.

### 5.2 Population to be Served

As with the existing Knott Landfill, the new Deschutes County landfill would serve the population of Deschutes County. Portland State University Population Research Center issued the Coordinated Population Forecast for Deschutes County (2022–2072) in 2022 with estimates of current and future population. The population estimate for Deschutes County in 2022 is 207,921. The forecast predicts that the population in Deschutes County will continue to grow over the next 50 years, but with a declining average annual growth rate (AAGR) that falls from 2.2% in 2022 down to 1.1% 2047. For the remainder of the forecast period (2047–2072) it is projected that the AAGR will hold steady at 1.1%. For municipal solid waste projections, it was assumed that this terminal 1.1% AAGR would continue into the future for the remainder of the 100-year landfill planning period. See Appendix Q for population projection tables.

### 5.3 Accepted and Prohibited Wastes

The SWMF will accept MSW from Deschutes County transfer stations. The site will continue following the current waste screening and acceptance policies that are currently in place at Knott Landfill. Hazardous waste will not be accepted for disposal at the new landfill site.

### 5.4 Rate of Waste Disposal

It is estimated that the annual total waste generated in Deschutes County in 2020 was 296,500 tons. Of this total, it is estimated that 98,000 tons of material was recycled which computes to a recovery rate of 33%. In 2020, the quantity of waste that was landfilled at Knott Landfill was 198,000 tons. Deschutes County has implemented a recovery rate goal of 45% waste diversion by 2025. For municipal solid waste projections, it was assumed that the recovery rate would increase at a rate of 1% per year, up to 45% in 2038, and then remain at 45%. The annual waste disposed is still estimated to grow even with the increased recovery rate due to population growth in the county.

The current annual per capita waste generation in Deschutes County is approximately 3,050 lbs./capita. It is assumed that this per capita waste generation rate will remain steady through planning period. Waste generation, recovery rates, and waste projections were based on the Deschutes County Solid Waste Management Plan (2019), 2018-2021 Material Recovery and Waste Generation Rates Reports, and 2022 Knott Landfill Tonnage Analysis provided by Deschutes County Solid Waste. See Appendix Q for waste projection tables.

## 5.5 Mineral Resources

Moon Pit has potential for mineral and surface mining operations on site due to the existing surface mine. The mining can continue in areas where the landfill is planning future fill and expansion. This can assist in subsidizing the initial and ongoing operations cost associated with the landfill. Surface mining can be utilized to subsidize landfill operation costs through re-purposing of mined areas. This dual utilization optimizes the economic potential of the land, helping offset the expenses associated with landfill development and operation. By repurposing mined areas for waste disposal, operators can effectively rehabilitate the land for a new purpose, contributing to sustainable land use practices. Balancing economic benefits with environmental stewardship is essential to ensure a sustainable and responsible approach to resource extraction and waste management.

Roth East has enough material on-site for all the current and future landfill needs. This includes drainage, daily cover, and final cap cover.

## 5.6 Initial Development Costs

The Parametrix team prepared planning-level opinions of probable cost (costs) for both sites. These opinions have ranges of -30% to +50%, which is an appropriate level of accuracy for comparison of sites. See Appendix C for Site Owner Solicitation Responses with terms and prices for acquisition. See Appendix Q for SWMF Cost Estimates for development and operations at each site.

### 5.6.1 Moon Pit Site

Initial development costs are estimated at \$50 to \$64 million, which includes \$15.4-15.9 million for land acquisition. Landfill cell development costs are estimated at \$705,000 to \$1,075,000 per acre. Annual operating costs are estimated at \$7.6 million per year, which includes \$2.5 million/year for waste hauling. The estimated average cost per ton is \$43 to \$48 in 2023 dollars, to dispose of 37.6 million tons over a 100-year lifespan. The cost estimate ranges presented here depend on the extent and cost of cell excavation that could occur as a part of on-site aggregate mining operations.

### 5.6.2 Roth East Site

Initial development costs are estimated at \$36 to \$44 million, which includes \$5.5-7.0 million for land acquisition and \$1.5-7.6 million for natural resource mitigation. Landfill cell development costs are estimated at \$393,000 per acre. Annual operating costs are estimated at \$8.4 million/year, which includes \$3.3 million/year for waste hauling. The estimated average cost per ton is \$44 in 2023 dollars, to dispose of 46.3 million tons over a 113-year lifespan. If the disposal capacity is increased beyond 200 years, the cost per ton could be significantly reduced.

## 5.7 Refuse Cell Construction

Moon Pit cell construction costs are estimated at \$1.1 million per acre, primarily due to the presence of rock at the site. Excavation for refuse cells will require rock drilling, blasting and crushing to produce daily, intermediate, and final cover material, as well as materials for cell development and roads. Table 4 shows the estimated cost for the development of future landfill cells. The construction costs that are shown are based on the most recent prices paid by Deschutes County at the Knott Landfill.

If the required Rock Drilling, Blasting, and Crushing (2-inch Minus) can be completed by contractors at a reduced unit cost of \$4 per cubic yard in consideration for the aggregate resource, the estimated cost of cell development reduces to \$705,240 per acre. If this rock removal work is not subsidized by the aggregate resource value and a unit cost of \$12 per cubic yard is assumed, the estimated cost of cell development is \$1,074,600 per acre, as shown below in Table 4. Due to fluctuating aggregate and construction market conditions, the cost of cell development is expected to fall within the range of \$700,000 to \$1.1 Million per acre at Moon Pit. The range of costs presented for Moon Pit in this section and in Appendix Q are predominantly driven by these assumed unit costs for Rock Drilling, Blasting, and Crushing.

**Table 4. Estimate of per acre Cost for Landfill Cell Development at Moon Pit**

Item	Unit	Quantity	Cost	Estimated Cost (2023\$)
Excavation	CY	38,000	\$ 4.00	\$ 152,000
Rock Drilling, Blasting, and Crushing (2-inch Minus)	CY	34,200	\$ 12.00	\$ 410,400
Embankment	CY	6,000	\$ 2.00	\$ 12,000
6-inch Soil Cushion Layer	CY	900	\$ 10.00	\$ 9,000
Geosynthetic Clay Liner	SF	48,000	\$ 1.00	\$ 48,000
Geomembrane	SF	48,000	\$ 0.90	\$ 43,200
Cushioning Geotextile	SF	12,000	\$ 0.85	\$ 10,200
Geonet Composite	SF	48,000	\$ 0.95	\$ 45,600
12-inch Drainage Layer	CY	1,600	\$ 10.00	\$ 16,000
Separating Geotextile	SF	36,000	\$ 0.85	\$ 30,600
8-inch Leachate Collection Pipe	LF	300	\$ 30.00	\$ 9,000
Landfill Gas Collection System	Lump Sum	1	\$ 10,000.00	\$ 10,000
<b>Subtotal</b>				<b>\$ 796,000</b>
Engineering and Administration (15%)				\$ 119,400
Contingencies (20%)				\$ 159,200
<b>Estimated per acre Cell Development Cost</b>				<b>\$ 1,074,600</b>

**Assumptions:**

1. Approximately 90% of the excavation volume will require rock drilling, blasting and crushing.
  2. Rock drilling, blasting, and crushing cost assumes no contractor mining, just processing for County uses.
- CY = cubic yards; SF = square feet



The MSW disposal area at Roth East is located in an area that can be excavated by the County as part of their Daily, Intermediate and Final Cover Borrow operations. Because of this, the estimated cost for the development of future landfill cells at the Roth East site is considerably less than Moon Pit. Table 5 shows the estimated cost for the development of future landfill cells at Roth East. The estimated cell construction cost is \$394,000 per acre which is about one-third of the cost for cell development at Moon Pit.

**Table 5. Estimate of per acre Cost for Landfill Cell Development at Roth East**

Item	Unit	Quantity	Unit Cost	Estimated Cost (2023 \$)
Rough Excavation <sup>1</sup>	CY	-	\$ 4.00	\$ 0
Finish Excavation <sup>2</sup>	CY	15,000	\$ 4.00	\$ 60,000
Embankment	CY	5,000	\$ 2.00	\$ 10,000
6-inch Soil Cushion Layer	CY	900	\$ 10.00	\$ 9,000
Geosynthetic Clay Liner	SF	48,000	\$ 1.00	\$ 48,000
Geomembrane	SF	48,000	\$ 0.90	\$ 43,200
Cushioning Geotextile	SF	12,000	\$ 0.85	\$ 10,200
Geonet Composite	SF	48,000	\$ 0.95	\$ 45,600
12-inch Drainage Layer	CY	1,600	\$ 10.00	\$ 16,000
Separating Geotextile	SF	36,000	\$ 0.85	\$ 30,600
8-inch Leachate Collection Pipe	LF	300	\$ 30.00	\$ 9,000
Landfill Gas Collection System	Lump Sum	1	\$ 10,000.00	\$ 10,000
<b>Subtotal</b>				<b>\$ 291,600</b>
Engineering and Administration (15%)				\$ 43,740
Contingencies (20%)				\$ 58,320
<b>Estimated per acre Cell Development Cost</b>				<b>\$ 393,660</b>

Assumption:

1. Two thirds of cell excavation would occur as a part of daily cover borrow operations by Deschutes County Solid Waste staff.
  2. One-third of total excavation if fine grading to cell subgrade design elevations.
- CY = cubic yards; SF = square feet

### 5.8 Description of Operation

The landfill will not be open to the public and will therefore have minimal landfill staff when compared to a landfill that has a high volume of commercial haulers and the public. The daily operation of the landfill involves a systematic process to manage waste disposal efficiently. Scale house operators will weigh, screen, and direct inbound waste materials to their proper locations. It is anticipated that disposal, waste compaction, daily cover and other fill operations will be similar to what is currently happening at Knott Landfill.

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Table 6 shows the estimated total annual operating costs for hauling waste to Moon Pit and Roth East from the County’s transfer stations and disposing of it in the landfill.

**Table 6. Comparison of Estimated Annual Operating Costs**

	Moon Pit	Roth East
Administrative Labor Subtotal	\$ 1,288,000	\$ 1,288,000
Equipment Owning and Operating Subtotal	\$ 1,614,000	\$ 1,614,000
Environmental Monitoring Subtotal	\$ 868,000	\$ 902,000
Haul Cost Subtotal	\$ 2,536,000	\$ 3,280,000
Miscellaneous Subtotal	\$ 1,269,000	\$ 1,332,000
<b>Total Annual Operating Costs</b>	<b>\$ 7,576,000</b>	<b>\$ 8,417,000</b>

### 5.9 Daily and Intermediate Cover

Daily cover and intermediate cover operations are critical aspects of landfill management. Daily cover involves the application of a protective layer of soil or alternative materials over the exposed waste at the end of each operational day. This cover helps control odors, prevents the attraction of pests, and reduces windblown debris. It also contributes to overall site aesthetics. Intermediate cover, on the other hand, is applied periodically during active landfill operations to control erosion, manage surface water runoff, and create a barrier between waste and the environment. Both daily and intermediate covers play key roles in minimizing environmental impacts and maintaining regulatory compliance within the landfill operation. The cover cost for Moon Pit and Roth East has a negligible difference, both sites will operate under the same cover assumptions with similar cost. The additional costs of obtaining cover materials at Moon Pit are captured in the cell development capital costs noted above.

### 5.10 Landfill Closure

It is anticipated that Moon Pit and Roth East will have similar closure costs. The total estimated cost for each site includes final contouring and grading, landfill gas collection systems, geotextile cushion, geosynthetic clay liner (GCL), geomembrane, geonet composite layer, 24-inch topsoil/soil protective layer, seed, fertilizer and mulch, cover system irrigation, and monitoring and maintenance. The final cost for closure at both site locations is estimated to be \$378,000 per acre. Again, the additional costs of obtaining cover materials at Moon Pit are captured in the cell development capital costs noted above.

### 5.11 DEQ Permitting

Both landfill sites will require a Solid Waste Disposal Site Permit from DEQ. The DEQ permit for landfill operations is to ensure that the landfill operates in compliance with environmental laws and regulations. This permit outlines specific conditions and requirements that the landfill must adhere to, including waste acceptance criteria, operational practices, monitoring procedures, and closure plans. DEQ permits are designed to mitigate potential environmental hazards associated with landfills, such as soil and water contamination, air pollution, and wildlife disruption. The permit process involves a comprehensive review of the landfill's design, construction, and operational plans,

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with a focus on minimizing the impact on surrounding ecosystems and communities. Moon Pit and Roth East both have an estimated initial permitting cost of \$1.5 million.

## 5.12 Summary of Cost Analysis

Each site has a unique set of design challenges that contribute to their overall cost over the life of the landfill. Initial development, land acquisition, operations, and final cover all play a part in the total cost to design, operate, and close a landfill. The SWMF will accept MSW from Deschutes County transfer stations, any increased cost to the public is reflected in the tipping fees in table 6.

For the Moon Pit site, upfront costs are expected to be higher, but annual operational costs are expected to be lower. Initial development costs are estimated at \$50 to \$64 million, which includes \$15.9 million for land acquisition. Landfill cell development costs are estimated at \$705,000 to \$1,075,000 per acre. Annual operating costs are estimated at \$7.6 million per year, which includes \$2.5 million per year for hauling waste. The estimated average cost per ton is \$43 to \$48, to dispose of roughly 38 million tons over a 100-year lifespan.

The cost estimate ranges presented for Moon Pit depend on the extent and cost of cell excavation that could occur as a part of aggregate mining operations on-site. If permitting and aggregate market conditions are favorable, there is greater upside potential for the Moon Pit site with the opportunity for aggregate mining to subsidize landfill excavation costs. Initial capital costs are significantly higher at Moon Pit, which would necessitate higher tip fees for the first 30 years.

For the Roth East site, upfront costs are expected to be lower, but annual operational costs are expected to be higher due to the extended haul distance. Initial development costs are estimated at \$36-44 million, which includes \$5.5-7.0 million for land acquisition. Landfill cell development costs are estimated at \$393,000 per acre. Annual operating costs are estimated at \$8.4 million per year, which includes \$3.3 million per year for waste hauling. The estimated average cost per ton is \$44, to dispose of roughly 46 million tons over a 113-year lifespan. While the Roth East site is offered at a lower acquisition price and will have lower cell excavation costs, the additional operational costs for further waste hauling are projected to drive total cumulative costs beyond that of Moon Pit around year 83 of operations (circa 2112).

For both sites, it is assumed that upfront acquisition and development costs would be financed with a 30-year bond at a 4.75% interest rate. The total cost of debt service, landfill operations, and cell expansion have been analyzed for the first 30-years to estimate the cost per ton and related tipping fees required to cover these costs during this time period (2030-2059). For Moon Pit, the estimated 30-yr cost per ton is \$59-\$68 and the tipping fee is \$106-\$115 per ton. For Roth East, the estimated 30-yr cost per ton is \$53-\$55 and the tipping fee is \$100-102 per ton.

To further understand these costs in terms of impacts to County residents, increases to household garbage collection bills and self-haul disposal costs were estimated. Household garbage collection bills are estimated to increase from the assumed current rate of \$25 per month to around \$29 per month with Moon Pit and \$28 per month with Roth East. Self-haul household waste and construction debris disposal costs are estimated to increase from the current rate of \$14 (for up to 400lb load covered & secured) to \$21-\$23 with Moon Pit and around \$20 with Moon Pit. Table 7 below compares the estimated costs and disposal fees associated with each site.

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**Table 7. Landfill Site Cost Comparison**

Item	Moon Pit	Roth East
Operating Period	2029–2129	2029–2142
Estimated Lifespan (years)	100	113
Land Acquisition Costs	\$15,870,000	\$5,500,000 to \$6,898,000
Initial Development Costs	\$35,266,900 to \$49,036,900	\$30,580,740 to \$37,215,609
Total Initial Costs (Land + Development)	\$51,136,900 to \$64,906,900	\$36,080,740 to \$44,113,609
Landfill Cell Development Costs	\$193,125,000 to \$347,094,000	\$142,905,000
Closure Costs	\$131,404,000	\$146,548,000
Operating Costs	\$1,259,744,358	\$1,720,346,129
Post-Closure Operations Costs	\$9,068,316	\$9,068,316
Total Lifespan Costs	\$1,643,978,574 to \$1,812,217,574	\$2,054,948,185 to \$2,062,981,054
Total Waste Disposal Projection (tons)	37,686,654	46,319,902
Avg. Cost per Ton over Lifespan	\$43 to \$48	\$44
Upfront Capital Costs Financed <sup>1</sup>	\$79,551,043 to \$101,969,346	\$68,419,316 to \$83,651,914
30-yr Operational Costs (2030–2059)	\$96,021,924 to \$123,081,891	\$328,800,270
30-yr Total Costs (2030–2059)	\$344,700,390 to \$386,439,390	\$397,219,586 to \$412,452,184
30-yr Waste Disposal Projection (tons)	7,462,195	7,462,195
30-yr Cost per Ton	\$59 to \$68	\$53 to \$55
30-yr Tipping Fee	\$106 to \$115	\$100 to \$102
Est. Monthly Residential Collection Bill <sup>2</sup>	\$28.05 to \$28.83	\$27.56 to \$27.73
Monthly Res. Collection Bill \$ Increase <sup>2</sup>	\$3.05 to \$3.83	\$2.56 to \$2.73
Monthly Res. Collection Bill % Increase <sup>2</sup>	12% to 15%	10% to 11%
Est. Self-Haul Disposal Cost <sup>3</sup>	\$21.18 to \$23.02	\$20.01 to \$20.42
Self-Haul Disposal Cost \$ Increase <sup>3</sup>	\$7.18 to \$9.02	\$6.01 to \$6.42
Self-Haul Disposal Cost % Increase <sup>3</sup>	51% to 64%	43% to 46%

1. Acquisition and development costs financed with 30-yr bond at a 4.75% annual interest rate.  
 2. Increase of \$0.85 for every \$10 increase above current \$70/ton tipping fee. Residential collection bill assumed at \$25/month.  
 3. Based on current cost of \$14 for up to 0-400 lbs of household/construction waste disposal with load covered & secured.

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## 6. Conclusion

The selection of a new site for the Deschutes County SWMF is a complex decision that requires careful consideration of various factors. The two candidate sites, Moon Pit and Roth East, each present unique advantages and challenges.

Moon Pit offers the advantage of existing infrastructure, including an access road, gate, scales, and well, which could reduce site development costs. The site's current use as a gravel mine provides some "free" airspace and reduces initial excavation needs. However, the site's layout is more complex and less efficient than Roth East, resulting in a lower capacity-to-acreage ratio and the need for more leachate pump stations. The presence of shallow bedrock increases excavation costs, although this could be offset by potential aggregate mining operations. Risks may emerge from the land use approval process and a potentially extended National Environmental Policy Act process for the access road. The Moon Pit site has upside potential and downside risk related to aggregate mining for cell excavation, depending on marketability of on-site rock. Initial capital costs are significantly higher at Moon Pit, which would necessitate higher tip fees for the first 20 years. However, the existing and useful transportation network that provides direct access from US 20 is a significant advantage. The Moon Pit site is generally viewed as having fewer visual and residential impacts, and because the site is currently used as a gravel mine, there is a perception that use as a landfill would pose minimal new impacts.

Roth East, on the other hand, has a more efficient square shape, resulting in a better capacity-to-acreage ratio and fewer leachate sumps/pumps. The mix of sand, gravel, and cobbles within the excavation depth on-site is very favorable for efficient landfill development and operation. However, there is no existing infrastructure on-site and no existing improved access road between the site and US 20 support landfill operations. Potential risks may arise from the Farm Impacts Test which could lead to a Land Use Board of Appeals appeal which can be a lengthy process. While the Roth East site is offered at a lower acquisition price and would have lower cell excavation costs, the additional operational costs for further waste hauling are projected to drive total cumulative costs beyond that of Moon Pit around year 83 of operations (circa 2112). Of the two sites, development of Roth East is generally viewed as having more visual and residential impacts, Appendix P.

Given these considerations, both sites appear to be viable options for the new County SWMF. The Moon Pit site is appealing due to its existing infrastructure, lower haul costs, and lower degree of impacts to residences and wildlife. The Roth East site is appealing with its efficient layout, favorable excavation conditions, and potential for a longer lifespan. This decision is a significant step toward ensuring the long-term sustainability of waste management in Deschutes County. The selection of either site will ultimately depend on the specific priorities and needs of the County.

This process for selection of the preferred SWMF site involved thorough review, discussion, and consideration of study findings, leading to a formal recommendation to the Board of County Commissioners. The process for reviewing information and selecting the preferred Deschutes County SWMF site involves several key milestones in 2024:

- February 20 SWAC Meeting: Review executive summary, site comparison table, and study findings with the SWAC, providing the SWAC opportunity to submit written comments.
- March 8: Distribute draft report for SWAC members, commissioners, and other relevant parties for detailed review and consideration, prior to March SWAC meeting.
- March 19 SWAC Meeting: Review and discuss draft report with the SWAC.

Deschutes County Solid Waste Management Facility (SWMF)  
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- April 5: Submit final report to Deschutes County Solid Waste for distribution to SWAC members, commissioners, and other relevant parties for detailed review and consideration.
- April 16 SWAC Meeting: SWAC members provide a formal recommendation to the Board of County Commissioners regarding their preferred site for the new County SWMF.
- June 12: First Board of County Commissioners Public Hearing.
- July (date TBD): Second Board of County Commissioners Public Hearing and Board selection of preferred County SWMF site.

On April 16, 2024, the Solid Waste Advisory Committee unanimously recommended the Moon Pit site for Board of County Commissioners consideration as the location for the new Solid Waste Management Facility. Key reasons for this recommendation included:

- The site is currently being used as an aggregate surface mine and is already disturbed
- Based on the current use, there is less likelihood of new impacts to area wildlife or recreation
- The site is comparatively closer to existing facilities which will help manage haul costs and greenhouse gas emissions

The Committee also recommended that the Board of County Commissioners:

- Work with stakeholders to develop and implement a robust and comprehensive mitigation strategy that reflects community values to minimize impacts to area wildlife and recreation
- Prioritize waste prevention and recovery and move as quickly as possible to implement those strategies to reduce the overall costs and greenhouse gas emissions of the new landfill

July 3, 2024

Board of County Commissioners  
Deschutes County  
1300 NW Wall Street  
Bend, OR 97703

**Subject: Moon Pit Land Acquisition and Resource Development**  
**Re: On-Site Material Characteristics**

Dear Deschutes County Commissioners:

Delve Underground completed a Preliminary Geotechnical Feasibility Report (Appendix K) as part of the Phase 2 Final Solid Waste Management Facility (SWMF) Site Evaluations and presented the results in a report dated February 2024.<sup>1</sup> This technical letter was developed to provide the Deschutes County Commissioners with additional specifics regarding the subsurface materials at the Moon Pit and their commercial viability. To this end, we discuss the general types of materials (soil and rock) that are present, how they could be used commercially, and as on-site purposes associated with the landfill. Additional specifics are also provided regarding the commercial value as well as potential future use of various products that could be quarried on site.

### Previous Report Summary

The following provides a summary of conditions at the existing site based on our findings and review of reports prepared by Mark V. Herbert & Associates (MHA) dated April 8, 1993, and Siemens and Associates (SA) dated August 6, 1996.<sup>2,3</sup> Both reports are included as Appendix E in our report and were part of a previous phase of evaluating landfill locations in the 1990s.

- The MHA assessment was limited to the excavation of test pits (32 total) but no soil borings, limiting the ability to characterize the underlying bedrock. Based on the results of this investigation, potential marketable products were determined to be topsoil, drain rock, pea gravel, coarse concrete aggregate, concrete sand, asphalt aggregate, and select structural backfill.
- MHA estimated 630,00 CY of topsoil, 725,000 CY of sand and gravel, 807,000 CY of silty gravel with sand, and 240,000 CY crushable rock. Note that the northwest area considered was

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<sup>1</sup> Delve Underground. 2024. Phase 2 Final SWMF Site Evaluation – Moon Pit: Preliminary Geotechnical Feasibility Report. Prepared for Deschutes County, Delve Underground project no. 6491.0, report dated February 2024.

<sup>2</sup> Mark V. Herbert & Associates (MHA). 1993. Moon Ranch Gravel Pit Evaluation, Deschutes County, Oregon. Prepared for Matt Day, report dated April 8, 1993.

<sup>3</sup> Siemens & Associates. 1996. Deschutes County Final Landfill Site Evaluation – Site “L”, Horse Ridge, Oregon – Results of Onsite Soil and Rock Investigation. Prepared for David Evans and Associates Inc., project no. 996021, report dated August 6, 1996.



approximately 281 acres at the time of the 1993 investigation, and the entirety of the property is now being considered, which totals approximately 440 acres.

- The Moon Pit was originally operated as a sand and gravel quarry. As these materials were depleted, operations transitioned to a rock quarry where bedrock is first blasted and then processed by crushing to produce salable materials. Some of the sand and gravel material is still present on site, particularly to the northwest.
- In 1996, SA advanced 22 auger borings to characterize the site as a potential landfill. These borings were not advanced significantly into the bedrock. The results were used to further define the extent of the sands and gravels and evaluate the site's viability as a landfill.
- Review of seismic surveys and cross sections compiled by SA indicated an irregular bedrock contact with varying depths of sediment accumulation within the northwest portion of the site at the time of exploration.
- Presently, shallow bedrock is persistent throughout the site and covered with a thin (less than 10-foot thick) veneer of undifferentiated alluvium and loess (wind deposited silt and fine sand). Thicker amounts of alluvium may be present where it has not been mined out in the northwestern portion of the site.
- Bedrock exposed in the quarry exposures in the site's southern portion consisted of a complex sequence of basaltic lava flows and cinder-filled interbeds. Both lava flow and interbeds generally varied between 2 and 10 feet thick.
- Bedrock exposed in the northwestern portion of the site by mining was highly weathered and not of commercial grade. Following the discovery of low-quality material beneath the sand and gravel, operations shifted to the southern portion of the site. The extent of these materials is unknown. This material is likely still usable for daily cover at the landfill.
- On-site materials will require laboratory testing to assess whether materials meet the specification of intended use per Oregon Standard Specifications for Construction (OSSC).

Table 1 summarizes materials present on site and anticipated uses of these materials included within our 2024 report.

**Table 1. Summary of Onsite Materials and Potential Uses**

Geologic Unit	ASTM Soil Classification	Estimated Thickness (feet)	Anticipated Use <sup>1</sup>
Alluvium/Loess <sup>2</sup>	Silty SAND (SM)	1 – 5.5	Daily cover
	Well-graded GRAVEL with sand and cobbles (GW)		
	Well-graded SAND with silt (SW-SM)		
Colluvium <sup>3</sup>	Well-graded GRAVEL (GW)	>6	Daily cover
Bedrock (extremely weathered) <sup>4</sup>	Well-graded GRAVEL with silt and SAND (GW-GM)	1 – 4	Daily cover for gravel-sized or finer; crush/screen oversize rock clasts for drain rock, structural fill, and road base
	Well-graded GRAVEL with sand (GW)		
	Silty SAND with gravel and cobbles (SW)		
Bedrock <sup>5</sup> (unweathered)	N/A	Unknown	Crush for drain rock, structural fill, and road base

Notes:

<sup>1</sup> Anticipated uses are assumed. No laboratory testing has been performed and bedrock quality is currently unknown. Laboratory testing is required for approval of on-site use.

<sup>2</sup> Alluvium and loess accumulation throughout the undisturbed areas of the site and overlies bedrock, and old alluvial gravels previously mined in the northwest portion of the site. These old alluvial gravels may be locally thicker in this area.

<sup>3</sup> Colluvium limited to areas adjacent to fault scarp and only encountered in TP-3 and TP-4.

<sup>4</sup> Bedrock encountered within test pits represents the upper weathering profile and contains varying amounts of sand and fines. Bedrock quality is currently unknown and requires evaluation and laboratory testing to determine durability and quality.

<sup>5</sup> Bedrock quality determination is beyond the scope of this exploration although visual observations of cuts and other exposures suggest high variability ranging from poor to moderate.

**Discussion**

The following are additional considerations with respect to the viability of existing on-site materials for commercial and on-site use:

- Commercially viable materials have been mined at this site for decades. Current mining operations are in the southeast portion of the property. However, no lab results or quantities have been provided to date to indicate the quality of materials mined. Materials produced are likely used for road base, chip and seal, structural fill, and asphalt concrete aggregate. These materials could also be potentially used for on-site development and operational purposes.
- The area associated with Phase 1 of the landfill development (northwest portion) has the highest uncertainty with respect to material quality and quantity. Bedrock mining was attempted in one location but discontinued due to low-quality rock. Additional site characterization will provide additional clarity on ground conditions. While some material may

not be commercially viable, it is anticipated it could be used for on-site purposes, primarily daily cover.

- An additional consideration for Deschutes County is the operation of this quarry as a “resource” to contractors bidding on County projects. The quarry could be made available to prospective contractors to mine and process crushed rock for these types of projects. This may increase the competition between contractors as those without proximal quarries would be able to process materials themselves versus purchase products from potential competitors. The Oregon Department of Transportation maintains numerous quarries across the state for this purpose.
- The current location of the Moon Pit limits its commercial value due to longer haul costs. Projects where these products will be particularly competitive include roadway work on US 20 between Bend and Burns as well as county and city projects in southeast Bend. Future expansion in the area is anticipated to be focused to the east of Bend, including the SE Area Plan Development and Stevens Tract Property Development. This may increase the marketability of materials produced at Moon Pit. Other potential projects that will need large quantities of import include canal piping projects and the City of Bend Go Bond transportation projects such as the Reed Market railroad overpass fill.
- While specifics regarding the market value of the quarry are limited due to the lack of specifics regarding rock quality, the appraised value will be based on documentation of materials produced and quality control data provided by the seller.

**Additional Site Characterization**

Additional site characterization would be required to understand the subsurface conditions, lateral extent of deposits, and recover materials for laboratory testing. A future exploration program should be performed after negotiations of land acquisition have begun. We recommend exploration of the Phase 1 area be prioritized due to the higher level of uncertainty of material quantities and properties in this location.

Sincerely,



Shaun Cordes, RG, CEG  
Associate Engineering Geologist



James Schick, RG, CEG  
Principal Engineering Geologist

cc: File  
Encl.



DATE: July 3, 2024  
 TO: Deschutes County Board of Commissioners  
 FROM: Deschutes County Solid Waste Department  
 SUBJECT: Parametrix  
 PROJECT NUMBER: Availability of Water at the Moon Pit Site  
 PROJECT NAME: Deschutes County SWMF Final Site Evaluations

This memo provides a focused overview of the water sources and water rights at the Moon Pit site, in response to questions raised at the first public hearing on June 12, 2024. Additional and more detailed information is available in Appendix G – Water Assessment, as part of the Deschutes SWMF Final Site Evaluation Report.

**Existing Water Sources Onsite**

The Moon Pit site has two water supply wells, Well A (DESC 5750) and Well B (DESC 9126). Well A is currently not in use and is designated for domestic use per the well log, which is limited to 5,000 gallons per day. Well B is an industrial well used primarily for onsite dust suppression and capable of producing 1,000 gpm, according to Hooker Creek.

**Hooker Creek Water Rights & County Needs**

There is no water right associated with Well A. As such, its use would be limited to the exempt use maximum of 5,000 gallons per day (gpd).

Water right permit G-12860 associated with Well B has a maximum use rate significantly greater than the anticipated future landfill operation water requirements. It is estimated that the landfill would require water rights authorizing a peak diversion rate of 50 gpm (0.11 cfs) to meet peak water demands in the summer. This is roughly 10% of the total peak diversion rate of 1.09 cfs under Hooker Creek water right G-12860. The maximum use rate of 1.09 cfs under Permit G-12860 is further broken down into 0.27 cfs (174,505 gpd) for dust control and 0.82 cfs (529,978 gpd) for gravel washing.

The dust control usage rate alone (0.27 cfs or 174,240 gpd) exceeds the anticipated needs. However, this water right permit was not offered with the property in the solicitation response letter. Following site selection, further discussion with Hooker Creek is recommended to coordinate transfer of a portion of water right permit G-12860 to the County for the landfill water needs. If a partial water right transfer from Hooker Creek cannot be secured, the County will need to explore other options such as applying for a new groundwater permit and/or acquisition of certificated water rights with the necessary rate and annual duty that can be transferred to the Moon Pit site for landfill operations.

**Interim Water Lease Agreement**

An interim water lease agreement has been discussed with Hooker Creek, in which a water cost of \$10 per 1,000 gallons (1 cent per gallon) was suggested. Hooker Creek stated that water could be sold to the County per this interim water lease agreement until the County is able to secure its own water rights that authorize withdrawal from the onsite wells. The annual operations budget (see



Appendix Q) includes a \$52,000 estimated annual cost for Hooker Creek water charges at this unit cost of \$0.01 per gallon.

### **Onsite Fire Protection Measures**

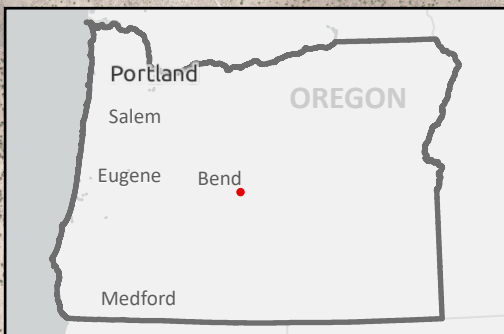
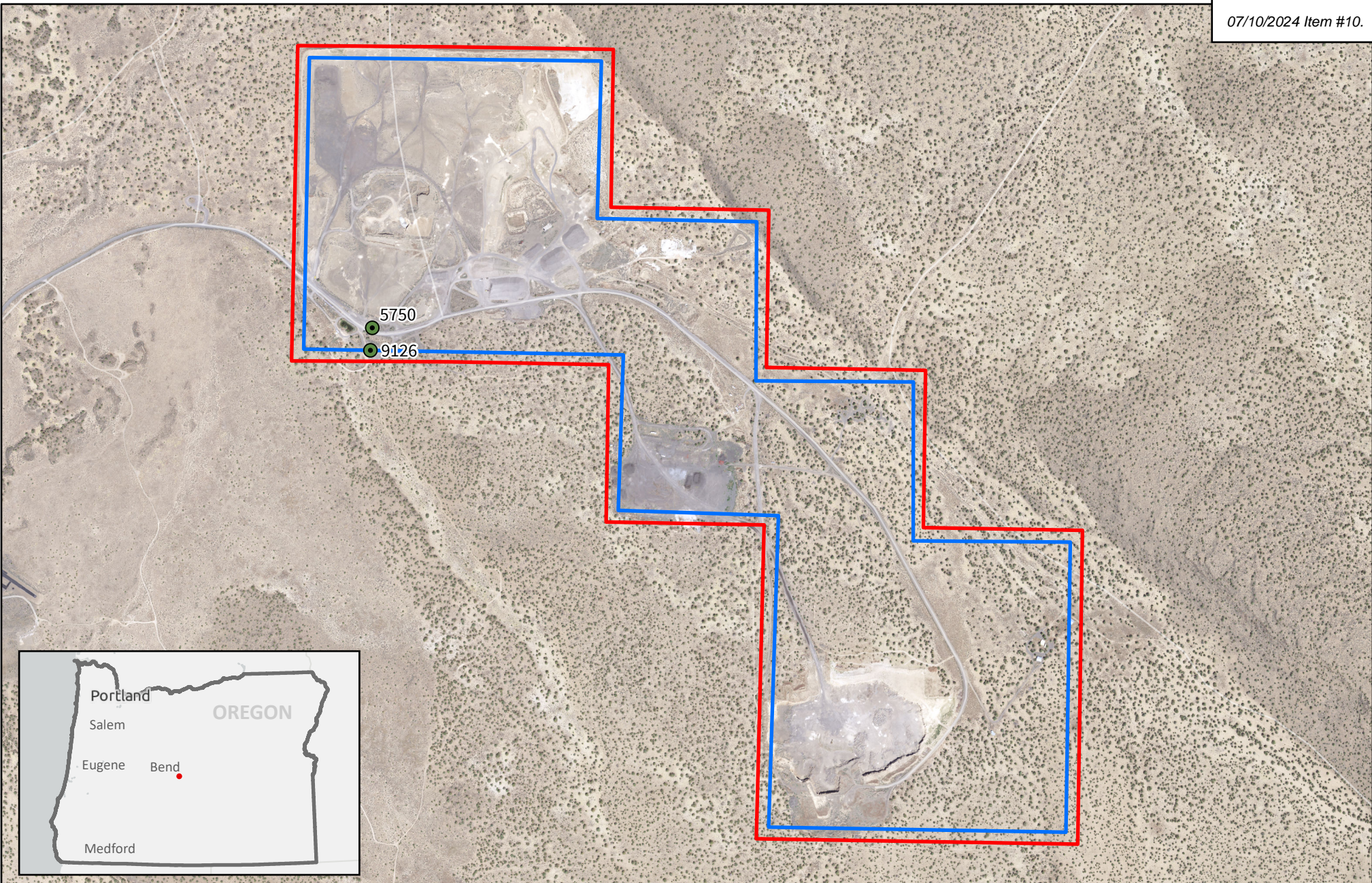
The fire flow need for the proposed structures is understood to be 60,000 (1,000 gpm for a 60-minute duration). A fire hydrant is anticipated near the proposed buildings. A water storage volume of 200,000 gallons has been planned for and accounted for in the cost estimate. Fires that occur within the landfill footprint are typically addressed by operations staff with soil cover and water trucks if necessary, each holding approximately 4,000 gallons with a pump rate of 550 gpm. Fires are typically more intense with yard debris and construction & demolition (C&D) debris operations - neither of which are planned at the Moon Pit site.

**Attachments:**

- Well Map
- Well Photos







Date: 12/11/2023  
 Sources: Parametrix, ESRI  
 PCS: NAD 1983 HARN StatePlane Oregon North FIPS 3601 Feet Intl  
 Disclaimer: This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

- Proposed Development Area
- Site/Taxlot Boundary
- Water Well (Identified by log ID number)

Figure 1 - Moon Pit Site Deschutes SWMF Siting

**Parametrix**

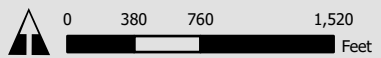






Photo 1. Well A (DESC 5750).



Photo 2. Well A (DESC 5750) and adjacent pump house structure.





Photo 3. Well B (DESC 9126).



Photo 4. Well B (DESC 9126 pump house structure).



DATE: July 03, 2024  
 TO: Deschutes County Commissioners  
 FROM: Deschutes County Solid Waste Department  
 PREPARED BY: Parametrix  
 SUBJECT: Moon Pit Wildlife Mitigation Approach  
 PROJECT NAME: Moon Pit Site Evaluation

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This memorandum provides the approach for mitigation and associated cost for impacts to golden eagle (*Aquila chrysaetos*), mule deer (*Odocoileus hemionus*), elk (*Cervus canadensis*), pronghorn (*Antilocapra americana*), and greater sage-grouse (*Centrocercus urophasianus*, sage-grouse), as a result of the development of the Solid Waste Management Facility (SWMF) at the Moon Pit Site. Mitigation approaches are broken down to what is required for permitting as defined by statute and what is additionally recommended to ensure a robust mitigation approach.

### Statutory Wildlife Mitigation Approach

#### Golden Eagle

Requirements for mitigation for impacts to golden eagle habitat, as protected by the Bald and Golden Eagle Protection Act, were based upon Title 50 Code of Federal Regulations 22.80. The Site is within two miles of a golden eagle nest and its development will result in a permanent alteration of habitat. The USFWS recommended the submission of an Eagle Incidental Take Permit. The permit would be used for consultation and will be used to determine a take statement and associated required mitigation. Further coordination with USFWS would be required to determine the degree of mitigation required and its cost. Thus, costs for mitigation to impacts to golden eagle habitat as a result of the development of the SWMF were not included in cost estimates provided below. The overall cost for this mitigation is anticipated to be minor relative to the mitigation costs for big game and sage-grouse habitat.

#### Big Game

Statutory mitigation requirements for impacts to big game habitat (elk, mule deer, and pronghorn) was based upon Oregon Administrative Record (OAR) 635-415-0025 for impacts to Category 2 Habitat. Moon Pit consists of 167.1 acres of juniper woodland and 10.9 acres of shrub steppe that are winter range habitat for elk and mule deer and is also essential and limited pronghorn habitat. These habitats are considered Category 2 Habitats and impacts to these areas must be either avoided or mitigated for. Mitigation of impacts, if unavoidable, must be in-kind, in-proximity, and result in a net benefit of habitat quantity or quality. Parametrix reviewed properties available that contained acreages of similar suitable Category 2 habitats in excess of what is present at the Site and could be enhanced by practices including livestock grazing restrictions, weed treatment, native revegetation/restoration, fire readiness, and fence removal/fence upgrades. Parametrix used the acquisition cost of these properties and estimated the ongoing maintenance and operations of enhancement practices to be used for cost estimates (see Table 1 below).



## Sage-grouse

Statutory mitigation requirements for impacts to sage-grouse was based upon OAR 635-140-0025 for impacts to sage-grouse habitat. Moon Pit is not within sage-grouse habitat, but the SWMF may have indirect impacts on adjacent low-density sage-grouse habitat. Indirect impacts can include sound disturbance from Site operations and an increased threat of predation from increased densities of ravens (*Corvus corax*). Landfills can result in elevated densities of ravens due primarily to additional food sources and in some cases roosting locations (Peebles and Conover 2017). Ravens predate on sage-grouse and a higher abundance of the species within sage-grouse habitat has been linked with lower sage-grouse reproductive success (Bui et al. 2010, Dinkins et al. 2010, Coates et al. 2020). The degree of raven impact on sage-grouse has been linked with raven density on the landscape (Coates et al. 2020). Although ravens have been recorded to disperse as far on average as 40 kilometers (km) from a landfill (Peebles and Conover 2017), the density of ravens is more constrained. Studies have shown that landfills and development increase raven density within 3 to 15 kms (Boarman et al. 1995, Bui et al. 2010, Coates et al. 2020, and Dinkins et al. 2021).

Parametrix applied the mitigation hierarchy of avoidance, minimization, and compensatory mitigation (OAR 635-140-025) to determine the requirements for permitting the development of the SWMF at Moon Pit and its cost for mitigating impacts to sage-grouse habitat.

The site selection process for the new SWMF initially identified over 100 potential sites of which 31 sites were selected for further study in Broad Site Screening, which included an assessment of avoidance of sage-grouse habitat impacts to the extent practicable in regard to environmental and financial feasibility. Fifteen of the sites that were considered in Broad Site Screening are within sage-grouse habitat (including Roth East) and were not chosen in part to avoid direct impacts to low-density and core sage-grouse habitat. Other sites distant from sage-grouse habitat were not pursued due to factors such as proximity to airports, proximity to groundwater resources, risk of liquefaction, geologic faults, preexisting grazing leases, lack of access to transportation corridors, functional site acreage, willingness of owner to sell property, and site ownership among other factors. During the final selection, Moon Pit was selected over Roth East in large part due to differences in sage grouse habitat. Roth East is entirely within low density habitat, is adjacent to core habitat, and is along a migration corridor for sage-grouse.

The development of the SWMF at Moon Pit will minimize the indirect impact of raven attraction by limiting the availability of roosting structures present within the area, removing unoccupied nests within the site, and by the placement of dirt over landfill materials to deter landfill scavenging by ravens.

Parametrix determined the cost of compensatory mitigation by determining the degree of indirect impact by coordination with Oregon Department of Wildlife (ODFW) which ran a preliminary Habitat Quantification Tool (HQT) on the development of the SWMF at Moon Pit. The HQT is a science-based method for the quantification of impacts to habitat function for sage-grouse as a result of development or mitigation actions. The HQT is based on a well-established academically supported framework and was prepared by the Willamette Partnership and the SageCon Quantification Technical Team (State of Oregon 2019). For indirect impacts, the HQT does consider food and nest subsidies for ravens within landfills and provides a 3.3 km buffer of impact in order to determine functional habitat lost.

The preliminary HQT for Moon Pit determined that 7.8 functional acres of sage-grouse habitat would be lost as a result of SWMF development. ODFW requires mitigation to achieve a net conservation benefit (OAR 635-140-0025[3]) which is quantified as 15% above functional acre impact. In total, the project would result in the required mitigation of 9 functional acres of sage-grouse habitat. Acquisition, maintenance, and operations costs were estimated based upon obtaining 9 functional

acres of uplift. Common mitigation measures that could result in uplift of sage-grouse habitat include juniper removal, cattle grazing management, reseeding of native forbs and grasses, fence removal, and invasive species removal.

**Statutory Mitigation Cost**

The table below provides the estimated cost of acquiring properties, enhancing them, and maintaining them for the duration of the project to support sage-grouse and big game habitat mitigation.

**Table 1.** Estimated Cost for Statutory Wildlife Mitigation for Moon Pit

Initial Cost	Operations and Maintenance
\$700,000	\$800,000

**Robust Mitigation Approach**

Various stakeholder groups have called for robust mitigation measures to go above and beyond minimum requirements set forth by ODFW, in particular toward sage-grouse habitat. The HQT for landfills uses a 3.3 km buffer to account for increased predation by ravens as a result of increased densities of the species around the landfill. Although 3.3 km is within the range reported in scientific literature (3 to 15 kms; Boarman et al. 1995, Bui et al. 2010, Coates et al. 2020, and Dinkins et al. 2021), it is on the lower end of measured distances of effect and thus the HQT may not fully account for the realized impact the SWMF may have on nearby sage-grouse habitat.

With the uncertainty in the exact impact the SWMF may have on sage-grouse habitat through the duration of the project, a long-term adaptive mitigation approach informed and assisted by local stakeholders and experts should be used to ensure robust mitigation. Deschutes County Solid Waste Department (DCSWD) proposes to establish a Host Environmental Community Agreement wherein a portion of fees per ton of waste deposited at the SWMF is directed toward conservation and recreational projects as directed by a committee. Host Community Agreements are common agreements between communities and landfills to account for negative impacts such as noise, odor, and depressed property values as a result of the development of the landfill (Jenkins et al. 2004). This concept can be readily translated to fund conservation and recreational projects at the direction of a committee composed of stakeholders and county officials. Establishment of the committee would be through a facilitative process that brings in stakeholders and county officials who negotiate on the structure of the committee. The aim of the committee would be to use funds generated by the Host Environmental Community Agreement to fund conservation and recreational projects ranging from property acquisition, conservation agreements, land management activities, trail and trailhead maintenance, and other projects.

**Cumulative Mitigation Approach**

The mitigation approach described in this memorandum outlines requirements necessary for permitting the project at the state and federal level according to statute. This approach also goes above and beyond statutory mitigation requirements by providing a funding source to ensure that species, habitats, and recreation that may be impacted by the development of the SWMF are robustly mitigated for. The establishment of the Host Environmental Community Agreement and associated committee will bring together stakeholders and leverages their expertise and knowledge

in order to conduct conservation and recreation activities to ensure long-term robust mitigation for impacts of the SWMF.

## References

Boarman, W.I., Camp, R.J., Hagan, M. and Deal, W., 1995. Raven abundance at anthropogenic resources in the western Mojave Desert, California. *Report to Edwards Air Force Base, California*.

Bui, T.V.D., Marzluff, J.M. and Bedrosian, B., 2010. Common raven activity in relation to land use in western Wyoming: implications for greater sage-grouse reproductive success. *The Condor*, 112(1), pp.65-78.

Coates, P.S., O'Neil, S.T., Brussee, B.E., Ricca, M.A., Jackson, P.J., Dinkins, J.B., Howe, K.B., Moser, A.M., Foster, L.J. and Delehanty, D.J., 2020. Broad-scale impacts of an invasive native predator on a sensitive native prey species within the shifting avian community of the North American Great Basin. *Biological Conservation*, 243, p.108409.

Dinkins, J.B., Perry, L.R., Beck, J.L. and Taylor, J.D., 2021. Increased abundance of the common raven within the ranges of greater and Gunnison sage-grouse: influence of anthropogenic subsidies and fire. *Human-Wildlife Interactions*, 15(3), p.6.

Jenkins, R.R., Maguire, K.B. and Morgan, C.L., 2004. Host community compensation and municipal solid waste landfills. *Land Economics*, 80(4), pp.513-528.

Peebles, L.W. and Conover, M.R., 2017. Winter ecology and spring dispersal of common ravens in Wyoming. *Western North American Naturalist*, 77(3), pp.293-308.

State of Oregon, 2019. Oregon Sage-Grouse Habitat Quantification Tool Scientific Rationale Document. Version 2.2. Portland, OR.