

March 23, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners

Approval of a Local Subrecipient Grant Agreement with Living Islands Non-Profit for education and outreach to the Pacific Islanders community for the Commercial Tobacco Prevention Community Grant. Grant value is \$20,000 for 6 months. Funding is through the Oregon Health Authority. No County General Funds are involved.

Previous Board Action/Review	No previous Board action. Going to Issues on March 21, 2023.		
Performance Clackamas	1. Ensure safe, healthy, and secure communities 2. Health outcome disparities identified in the Community Health Improvement Plan will be reduced.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Philip Mason-Joyner	Contact Phone	503-742-5956

EXECUTIVE SUMMARY: The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of the Non-Federal Subrecipient Grant Agreement with Living Islands Non-Profit for education and outreach for the Commercial Tobacco Prevention Community Grant. Funding through Tobacco Prevention and Education Program (TPEP), Ballot Measure 108, funded by Oregon Health Authority (OHA) via the Local Public Health Authority (LPHA) Agreement #169503. Washington County has contributed \$110,000.00 to CCPHD to participate in the NOFO for this community grant in participating in the evaluation and selection of awardees. Community-based organizations were eligible to apply if they serve Clackamas and/or Washington County(ies), are culturally specific, are a racial justice-focused organization, and/or primarily benefit a community disproportionately impacted by commercial tobacco.

Living Islands Non-Profit is a Clackamas County volunteer-based organization with 10 years of experience. They primarily serve the Pacific Islanders, Native Hawaiian, and Micronesian Communities through cross-cultural education/data collection, awareness, and advocacy. They are a minority-led non-profit organization representative of the communities they serve, making them valuable, and trusted community partners in advancing health equity.

Living Islands Non-Profit seeks to better understand the impacts of commercial tobacco and betel nut use among the Pacific Islanders, Native Hawaiian, and Micronesian communities, with the long-term goals of better representing these communities in health statistics and identifying, designing, and implementing culturally sensitive commercial tobacco and betel nut prevention and cessation programming. Living Islands Non-Profit received Health Equity funds from Oregon Health Authority (OHA) to conduct statewide data collection on the

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Use and attitudes of tobacco and betel nut in the Pacific Islanders, Native Hawaiian, and Micronesian communities. Living Islands Non-Profit will use Tobacco Prevention Community Grant funds to host community events to promote awareness and participation in culturally specific data collection efforts in Washington and Clackamas Counties. Data will be collected via an online survey. Living Islands Nonprofit will partner with various organizations, including church-based and other community groups, to administer surveys and reach as many community members as possible.

Their primary goal is to generate more accurate data so that the underserved Pacific Islanders, Native Hawaiian, and Micronesian populations of Clackamas and Washington Counties can be represented within the institutional health statistics which inform tobacco cessation programs, policy, and funding decisions in the future. If the Board does not approve this contract, there will be less comprehensive data collection regarding tobacco and betel nut use among Pacific Islanders, Native Hawaiian, and Micronesian communities in Clackamas and Washington Counties. This program is new to Washington and Clackamas County. They will seek additional funding through grants to sustain this work in the future.

The grant award period is January 1, 2023, through June 30, 2023. The contract term is upon signature through June 30, 2023. The total contract value is \$20,000.

RECOMMENDATION: Staff recommends that the Board of County Commissioners approve the attached Subrecipient Agreement.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook,

Director, Health, Housing, and Human Services

**CLACKAMAS COUNTY, OREGON
LOCAL SUBRECIPIENT GRANT AGREEMENT PH-23-012**

Program Name: **Commercial Tobacco Prevention and Cessation**

Program/Project Number: #11045

This Agreement is between Clackamas County acting by and through its Health, Housing and Human Services Department, Public Health Division (COUNTY) and **Living Islands Non-Profit** (SUBSUBRECIPIENT), an Oregon Non-profit Organization.

COUNTY Data

Grant Accountant: **Sherry Olson**

Program Manager: **Armando Jimenez**

Clackamas County Public Health Division

Clackamas County Public Health Division

Finance & Business Services Manager

Public Health Program Manager

2051 Kaen Rd.

2051 Kaen Rd.

Suite 367

Suite 367

Oregon City, OR 97045

Oregon City, OR 97045

(971) 804-1012

(971)219-9069

SOlson4@clackamas.us

AJimenez@clackamas.us

SUBRECIPIENT Data

Finance/Fiscal Representative: **Jesper Angelo**

Program Representative: **Jamie Zentner**

Living Islands Non-Profit

2051 Kaen Rd.

P.O. Box 366

Suite 367

Lake Oswego, OR 97034

Oregon City, OR 97045

360-430-7660

503-758-4143

Jesper@Livingislands.org

JZentner@clackamas.us

RECITALS

1. The Commercial Tobacco Prevention Community Grant seeks to better understand the impacts of commercial tobacco and betel nut use among the Pacific Islander community, with the long-term goals of better representing the Pacific Islander community in health statistics and identifying, designing, and implementing culturally sensitive commercial tobacco and betel nut prevention and cessation programming.
2. This Subrecipient will use funds to expand direct community access and awareness to promote participation in culturally specific data collection efforts. Data will be collected via an online survey. Living Islands Nonprofit will partner with a variety of organizations, including church-based groups and other community groups, to administer surveys and reach as many community members as possible.
3. Grants are provided by the Tobacco Prevention and Education Program (TPEP). These grants are to encourage community-based organizations to provide services that align with county initiative. Awardees are selected through a competitive NOFO process.

4. Grants are funded by Oregon Health Authority (OHA) via the Local Public Health Authority (LPHA) Agreement #169503.
5. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBSUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement the COUNTY and SUBSUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective upon signature and will terminate on June 30, 2023. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **January 1, 2023**, and not later than **June 30, 2023**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of Clackamas County Public Health Division Grant Agreement that is the source of the grant funding, in addition to compliance with the statutory requirements stated in the Commercial Tobacco Prevention Community Grant Agreement that is the source of the grant funding.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the Commercial Tobacco Prevention Community Grant, OHA via LPHA Agreement#169503 issued to the COUNTY by Public Health Division. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$20,000.00**.
5. **Disbursements.** 25% (\$5,000) of award funds up front upon contract execution, thereafter disbursements will be made monthly on a cost reimbursement bases in accordance with the requirements contained in Exhibit D: Request for Reimbursement. All unspent funds will be returned to the County by July 31, 2023.
 - 5.1. Remaining balance of funding will be released upon receipt of monthly invoices of true and verifiable expenses.

Failure to comply with the terms of this Agreement may result in withholding of payment.

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.

8. **Funds Available and Authorized.** The COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned”. All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
 - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
 - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with Clackamas County Health, Housing, and Human Services Public Health Department.
 - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
 - f) **Match.** Matching funds are not required for this Agreement.
 - g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
 - h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be submitted on SUBRECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
 - i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.

- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, OHA, the Secretary of the State of Oregon, and their duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2023), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

12. State Procurement Standards

- a) County's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Local Contract Review Board ("LCRB") regulations (Appendix C of Clackamas County Code, located at <http://www.clackamas.us/code/>), which are incorporated by reference herein.

- b) Procurements for goods and services under this award shall use processes as outlined below:

\$0-\$5,000	Direct procurement	One vendor contact
\$5,000-\$50,000	Intermediate procurement	Obtain & document three quotes, award on best value
\$50,000-\$150,000	Intermediate Plus procurement	Issue request for quotes or other appropriate form of solicitation, award on best value
+\$150,000	Formal	Formal solicitation process following written procurement policies

- c) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$5,000 must receive prior written approval from County in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement in excess of \$5,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Intergovernmental agreements are excluded from this provision.
- d) SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. SUBRECIPIENT shall follow chapter 244 of the Oregon Government Ethics Law relating to conflicts of interest. Contractors that develop or draft specifications, requirements, statements of work, and/or solicitations for proposals for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- e) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.

13. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney’s and expert fees) arising from or related to SUBRECIPIENT’s negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT’s control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT’s actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT’s expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an “occurrence” form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- 2) **Abuse and Molestation Liability.** Abuse and Molestation Insurance as part of the Commercial General Liability policy in a form and with coverage that are satisfactory to the County covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.
- 3) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- 4) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 5) **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). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
- 7) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.

- 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
- 11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
- d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

(CLACKAMAS COUNTY)

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON

LIVING ISLANDS NON-PROFIT

By: _____
Tootie Smith, Chair

By: 
Jesper Angelo, Chief Operations Officer

Dated: _____

Dated: 2/28/23

By: _____
Recording Secretary

Dated: _____

Approved to Form

By: Kathleen Rastetter
County Counsel

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Performance Reporting
- Exhibit D: Request for Reimbursement

EXHIBIT A
Scope of Work

Project Description:

As a recipient of the Clackamas and Washington Counties Commercial Tobacco Prevention Grant, Living Islands Non-Profit seeks to better understand the impacts of commercial tobacco and betel nut use among the Pacific Islanders, Native Hawaiian, and Micronesian communities, with the long-term goals of better representing these communities in health statistics and identifying, designing, and implementing culturally sensitive commercial tobacco and betel nut prevention and cessation programming. Living Islands Non-Profit will use Tobacco Prevention Community Grant funds to expand direct community access and awareness to promote participation in culturally specific data collection efforts in Washington and Clackamas Counties.

Data will be collected via an online survey. Living Islands Non-Profit will partner with a variety of organizations, including church-based groups and other community groups, to administer surveys and reach as many community members as possible.

Deliverables: Contractor will deliver to the County the following deliverables:

No.	Description of Deliverables	Due Date or Estimated Duration
1	Data collection at community outreach programs and gathering spaces.	1/1/23 – 6/30/23
2	Will host social events to provide access to the online survey.	1/1/23 – 6/30/23
3	A copy of all related materials for outreach, promotion, and/or education created for the commercial tobacco prevention program during the execution of this Agreement.	Due by 7/14/23

The County will deliver to the Contractor the following deliverables:

No.	Description of Deliverables	Due Date or Estimated Duration
1	Grantee orientation to review invoicing, contracting, and reporting requirements.	1/18/23
2	Technical assistance based on needs.	1/1/23 – 6/30/23
3	1:1 check-ins with Kamryn Brown, Grant Coordinator, and Living Islands Nonprofit based on needs.	1/1/23 – 6/30/23

Milestones:

No.	Tasks/Milestones	Responsible Party	Estimated completion date
1	Final Invoices submitted.	Living Islands Non-Profit	Due by 7/10/23
2	A copy of the culturally appropriate data collection methods used by Living Islands Nonprofit.	Living Islands Non-Profit	Due by 7/14/23
3	An analysis of the data collected, including recommendations for culturally appropriate commercial tobacco and betel nut prevention and cessation programming.	Living Islands Non-Profit	Due by 7/14/23
	A final report summarizing accomplishments, lessons learned, recommendations for future work, and basic demographics of program participants.	Living Islands Non-Profit	Due by 7/14/23

Miscellaneous:

No.	Special Requirements of Contractor or County
1	Subrecipient will return unexpended grant funds to the County by 7/31/23.

Payment Schedule:

Living Islands Non-Profit requests 25% of award funds upon contract execution, with regular monthly invoicing

EXHIBIT C
PERFORMANCE REPORTING

Living Islands Non-Profit will submit a final report by July 14th, 2023

- Summarizing accomplishments
- Lessons learned
- Recommendations for future work
- Basic demographics of program participants.

Email the final report to: TobaccoFreeClackCo@Clackamas.us

EXHIBIT D
REQUEST FOR REIMBURSEMENT

REQUEST FOR REIMBURSEMENT INSTRUCTIONS

<i>General Instructions</i>	Subrecipient may submit multiple requests for cost reimbursement but reimbursement requests must be submitted no less frequently than monthly. Department should complete header and Budget line items and amounts as part of agreement at issuance. Subrecipient should generate an accompanying invoice that itemizes and describes all expenses claimed with particularity, including, in the case of time and activity expenses, by whom it was performed. Invoices must be submitted in addition to and accompanying this completed REQUEST FOR REIMBURSEMENT form.
<i>Submission Dates</i>	All invoices must be submitted by the end of the following month.
<i>Allowability and Documentation</i>	Payments will be based on reimbursement of <u>actual costs</u> authorized by this Agreement. Supporting documentation must be retained by subrecipient for expenses for which reimbursement is claimed and for all match expenses reported. Documentation required includes personal service cost detail, services and supplies cost detail, copies of paid contract and equipment invoices and receipts for lodging, airfare, car rental and conference registration. This documentation should be readily available upon request or for review during a site visit.
<i>Send to</i>	Invoices and this completed form should be sent to <u>Clackamas County Public Health, Attn: Sherry Olson</u> at 2051 Kaen Rd. Suite 367, Oregon City, OR 97045 or by email at <u>PublicHealthFiscalAP@clackamas.us</u> . Invoices and requests for reimbursement are subject to the review and approval of the Program Officer and Grant Accountant. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.

EXHIBIT D: SUBRECIPIENT REQUEST FOR REIMBURSEMENT					
CLACKAMAS COUNTY PUBLIC HEALTH DIVISION					
Organization: <i>Living Islands Non-Profit</i>			CLAIM PERIOD:	Note: This form derives from the approved budget in your grant agreement. All expenditures must have adequate supporting documentation.	
Funded Program Name: <i>Commercial Tobacco Prevent</i>					
Program Contact: <i>Jesper Angelo</i>					
Agreement Term: <i>01/01/23-06/30/23</i>					
Agreement Number: <i>11045</i>					
Category	Approved Grant Amount	Monthly Grant Expenditure	Total Monthly Expenditure	YTD Grant Expenditure	Balance
Personnel (List salary, FTE & Fringe costs for each position)					
Community Health Worker, 0.4 FTE, Salary @ \$10,080	\$ 10,080.00	\$ -	\$ -	\$ -	\$ 10,080.00
Community Health Worker, 0.4 FTE, Fringe/Benefits @ \$806	\$ 806.00	\$ -	\$ -	\$ -	\$ 806.00
Total Personnel Services	\$ 10,886.00	\$ -	\$ -	\$ -	\$ 10,886.00
Other					
Community groups support, food for events, facility rentals for meetings, stipends for event volunteers	\$ 6,114.00	\$ -	\$ -	\$ -	\$ 6,114.00
Administration Costs					
Cost-share of Insurance, Facilities, Accounting, Telecommunications (15% of total award amount)	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00
Total Programmatic Costs	\$ 9,114.00	\$ -	\$ -	\$ -	\$ 9,114.00
Total Grant Costs	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00
Clackamas County and the State of Oregon [IF APPLICABLE] retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of					
CERTIFICATION					
<i>By signing this report, 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 this award.</i>					
Prepared by:					
Authorized SUBRECIPIENT Official:					
Date:					
Department Review.					
Project Officer Name:					
Department:					
Signature:					
Department: forward to Grant Accountant for review and processing				Grant Accountant Initial/Date	