## AGREEMENT

THIS PROFESSIONAL SERVICE AGREEMENT, made and entered into by and between the LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, by and through its OFFICE FOR SAFE AND HEALTHY NEIGHBORHOODS, herein referred to as "METRO GOVERNMENT", and THE UNIVERSITY OF PITTSBURGH, with offices located at 3420 Forbes Avenue, Pittsburgh, Pennsylvania 15260, herein referred to as "CONSULTANT",

# WITNESSETH:

WHEREAS, the Metro Government is in need of certain professional services with respect to a cognitive behavioral therapy program; and

WHEREAS, the Consultant has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

**NOW**, **THEREFORE**, it is agreed by and between the parties hereto as follows:

# I. <u>SCOPE OF PROFESSIONAL SERVICES</u>

**A.** Consultant shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Consultant's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

**B.** Consultant, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Consultant. However, such use must be documented in the monthly invoice submitted for those services rendered.

**C.** If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement,

then Consultant shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understandings of both parties.

- **D.** The services of Consultant shall include but not be limited to the following:
  - 1. Implementation and provision of a cognitive behavioral therapy program entitled Alternatives for Families which is a traumainformed, evidence-based treatment program designed to improve relationships between children and caregivers in families involved in conflicts, physical aggression, child physical abuse and/or child behavioral problems. The program is further described in Attachment A attached hereto and incorporated herein.

### II. FEES AND COMPENSATION

**A.** Consultant shall be reimbursed for professional services rendered according to the terms of this Agreement as described on Attachment A. Total compensation payable to Consultant for services rendered pursuant to this Agreement, including out-of-pocket expenses, shall not exceed **FORTY-TWO THOUSAND EIGHT** 

## HUNDRED NINETY EIGHT DOLLARS (\$42,898.00).

**B.** Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefor shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under the contract, the particular nature of such service

and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other third party charges must be included with the Consultant's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, Consultant's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

**C.** Consultant shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this contract. The Metro Government will not reimburse first class air fare, personal phone calls, short term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

**D.** Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings and out-of-pocket expenses to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings and expenses. In no event will the Metro Government pay bills or expenses which are considered to be double billing (i.e. billing two different parties for the same work or expense).

## III. <u>DURATION</u>

A This is a professional service contract which shall begin September 30,
 2021 and shall continue through and including September 29, 2022.

**B.** This Agreement may be terminated for convenience by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. For termination for cause, for fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform

the duties required under this Agreement, a notice of default will be sent to the defaulting party, allowing a time period of 30 days in which the defaulting party has opportunity to cure the default. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

**C.** In the event of termination by Metro Government, the Consultant will be paid for all expenses on non-cancelable obligations incurred through the effective date of the termination. Payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the- Metro Council obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice of termination due to non-appropriation to Consultant of any such non-appropriation no later than 30 days after the Metro Government has knowledge that the appropriation has not been made, and Consultant will be paid for all expenses or non-cancelable obligations incurred through the effective date of the termination.

## IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Consultant to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

## V. <u>RECORDS-AUDIT</u>

Consultant shall maintain during the course of the work, and retain not less than

five years from the date of final payment on the contract, complete and accurate records of all of Consultant's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time with advance notice during normal business, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Consultant shall include (without limitation): (a) payroll records accounting for total time distribution of Consultant's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Consultant's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

### VI. HOLD HARMLESS CLAUSE

The Consultant shall indemnify, hold harmless, and defend the Louisville and Jefferson County Metro Government from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's negligence or willful misconduct, or breach of contract, provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom and (2) is not caused by the negligent act or omission or willful misconduct of the Louisville and Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

The Louisville and Jefferson County Metro Government agrees to indemnify Consultant, to the extent Metro Government is permitted by Kentucky law for injuries, damages, losses or expenses, including attorneys' fees, arising out of or resulting, directly or indirectly, from Metro Government's negligence or willful misconduct, or breach of contract, provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom and (2) is not caused by the negligent act or omission or willful misconduct of the Consultant. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

## VII. <u>REPORTING OF INCOME</u>

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

## VIII. <u>AUTHORITY</u>

The Consultant, by execution of this Agreement, does hereby represent that he is qualified to do business and has full right, power and authority to enter into this Agreement.

## IX. <u>CONFLICTS OF INTEREST</u>

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement

authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of

employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

### X. <u>ENTIRE AGREEMENT</u>

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

## XI. OCCUPATIONAL HEALTH AND SAFETY

Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. Consultant also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Consultant performs work under this Agreement. Consultant agrees to indemnify,

defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

### XII. <u>SUCCESSORS</u>

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

## XIII. <u>SEVERABILITY</u>

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

## XIV. <u>COUNTERPARTS</u>

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

**XV.** <u>CALCULATION OF TIME</u> Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

**XVI.** <u>CAPTIONS</u> The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

### XVII. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The Consultant shall reveal any final determination of a violation by the Consultant or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor for the duration of the contract.

**XVIII.** <u>**REQUIRED FEDERAL TERMS**</u> As the funding for this Contract is partly federal, Consultant shall comply with the required federal contract terms attached hereto and fully incorporated herein as Attachment B.

## XIX. FORCE MAJEURE

No Party will be liable to the other for any failure or delay in the performance of its obligations to the extent such failure or delay is caused by fire, flood, earthquakes, other elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, disease, epidemics, quarantines, pandemics, acts of government, a declared state of emergency, delays in visas, changes in laws and governmental policies, or other conditions beyond its reasonable control following execution of this Service Agreement. If the performance by either party of any of its obligations under this Service Agreement. (including making a payment) is prevented by any such circumstances, then such party shall communicate the situation to the other as soon as possible, and the parties shall endeavor to limit the impact to the project. The parties agree to mitigate risks to the project and personnel, and to amend project period of performance and milestones if possible. Nothing herein shall limit the rights of either party to terminate this Service Agreement as indicated in Section III. C hereunder.

**WITNESS** the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM AND LEGALITY CONTINGENT UPON METRO COUNCIL APPROVAL OF THE APPROPRIATION FOR THIS AGREEMENT:

# LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

-DocuSigned by: Natalie Richards

MICHAEL D'CONNELL JEFFERSON COUNTY ATTORNEY

Date:\_\_\_\_\_12/27/2021

Amber Burns-Jones

DocuSigned by:

AMBER BURNS-JONES, ASSISTANT DIRECTOR, OFFICE FOR SAFE AND HEALTHY NEIGHBORHOODS

Date:\_\_\_\_\_ 12/27/2021

# UNIVERSITY OF PITTSBURGH

By: Culliste Flaherty-Thomas

Title: \_\_\_\_\_\_Assistant Director for Grants Management AWD000022

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

Taxpayer Identification No. (TIN):\_\_\_\_\_

Louisville/Jefferson County Revenue Commission Account No.:

PSC 2022-xxxx Neighborhoods with University of Pittsburgh 121521.doc- [pr]

# ATTACHMENT A – BUDGET AND WORK PLAN

# EXHIBIT A BUDGET NARRATIVE

## **UNIVERSITY OF PITTSBURG (PITT)**

Name		Service	Rate	Other	Cost
1.	Pitt	AF-CBT Training Materials	(\$45 per session guide + \$15 per set of laminated handouts) x 15 trainees		\$900.00
2.	Pitt	Shipping cost of training materials	Estimated shipping cost	15 Trainees	\$250.00
3.	University Center for Teaching and Learning	Contractor	\$95 per hour x 88hours		\$8,360.00
4.	Pitt	AF-CBT Training & Consulting	\$1,636.12 per month	12-month period	\$19,633.44
5.	Pitt	Project Coordination	\$140.86 per month	12-month period	\$1,690.32
6.	Pitt	Data Management	\$180.38 per month	12-month period	\$2,164.56
7.	Indirect Cost		30% of all expenses negotiated with contractor (\$32,998.32) = \$9,899.50		\$9,899.50
				TOTAL	\$42,897.82

## **JUSTIFICATION:**

- 1. Printing, collation, and delivery of 15 sets of AF-CBT training and treatment materials, including: 15 copies of the "Alternatives for Families: a Cognitive Behavioral Therapy" session guide, printing and collation estimated at \$45.00 per copy 15 sets of 7 double-sided, laminated bilingual treatment handout sheets, printing and collation estimated at \$15.00 per set.
- 2. Packing, shipment, and delivery of 15 sets of AF-CBT training and treatment materials.
- 3. The University of Pittsburgh's Center for Teaching and Learning (UCTL) to conceptualize and produce a series of videos demonstrating the use of AF-CBT skills and methods in a culturally appropriate way to assist trainees with maintenance of fidelity to the AF-CBT model. We estimate that a series of these videos would require the assistance of UCTL producers.
- 4. The AF-CBT Trainer and Consultant oversees and performs train the trainer activities for 3 train the trainer trainees, including tailoring train the trainer materials, reviewing trainee nomination letters, participating in collaborative calls with the train the trainer trainees to cover the in-house training curriculum, participating as co-trainer during the train the trainer trainees' training sessions, reviewing training evaluation data for train the trainer trainees' training sessions, and

## EXHIBIT A BUDGET NARRATIVE

observing train the trainer trainees' training sessions. She will also provide support to 5 AF-CBT trainees seeking certification in the AF-CBT model, reviewing fidelity audio files for adherence to the AF-CBT model and corresponding with certification applicants regarding their certification status and remaining requirements. She will provide support for AF-CBT implementation for previously trained cohorts by providing 24 1-hour consultation calls to trainees previously trained in AF-CBT, and by reviewing case presentation information and 40 trainee-submitted treatment audio files for model fidelity. She will provide support for the Train the Trainer trainees' cohorts of AF-CBT trainees by providing assistance for 24 1-hour consultation calls and reviewing 30 trainee-submitted treatment audio files for model fidelity. She will provide fidelity. She will work with the project coordinator and University Center for Teaching and Learning to conceptualize and produce a series of AF-CBT skill and method demonstration videos to assist trainees in providing AF-CBT treatment model.

- 5. The Project Coordinator assists in development of training contracts, scopes of work, and budgets, interfacing with administrators to ensure continued communication. He will assist Dr. Baumann to tailor and update training materials. He will maintain, procure, and ship for delivery all training materials to be provided to trainees. He will assist with, support, and update the AF-CBT website, and design AF-CBT materials for publication and use. He will interface between the University of Pittsburgh project team and internal and external contacts to ensure proper routing and processing of project-related documentation. He will assist in the production of a series of AF-CBT skill and method demonstration videos to assist trainees in providing AF-CBT treatment in a way that is culturally appropriate and true to the AF-CBT treatment model, interfacing with the University Center for Teaching and Learning and assisting the pre-production and conceptualization processes.
- 6. The Data Manager enters, processes, and summarizes all trainee assessment data (before, during, and after training), training attendance data, consultation attendance data, and treatment fidelity data for review by Dr. Baumann. He will also maintain the AF-CBT website, ensuring the latest AF-CBT treatment, assessment, and other materials are available for trainees. He will process train the trainer and certification applications and maintain datasets and reports of trainee progress in AF-CBT training, train the trainer, and certification processes, ensuring that records are complete and accurate. Finally, he will maintain the AF-CBT audio upload system, assisting trainees as they use the upload website.
- 7. Indirect cost was at 30% of all expenses, which was negotiated with contractor.

### EXHIBIT B TRC PROJECT STRATEGIC PLAN

#### Louisville TRC Project Strategic Plan

Grantee Site:	Creating a Trauma Resilient Community in Louisville, Kentucky	
Grant #:	SM080226	
Project Manager Name:	Robin M. Hawkins	
Project Manager Email:	Robin.Hawkins@louisvilleky.gov	
Data Plan Submitted:	May 31, 2020	
Grant Project Officer:	Melodye Watson	

### Introduction

### **Project Overview**

The Louisville Metro Trauma Resilient Community (TRC) Project, is a city-wide program that promotes resilience and equity for Louisville's youth and families disproportionately affected by trauma, systemic inequities, violence and civil unrest. Louisville, Kentucky is a thriving large city located along the banks of the Ohio River. A merged city and county government (Jefferson County), with an estimated population of 763,623 people according to the US Census.

<sup>1</sup>In 2018, Louisville homicides were down, but still on pace to be among the highest of the past four decades – with the top three years all occurring in 2015, 2016 and 2017. The countywide total reached 110 in 2017, which tied as the second highest number of criminal homicides since 1971, only to be surpassed by the record of 122 in 2016. Simultaneously, the city was battling a drug epidemic. According to the Centers for Disease Control and Prevention, Kentucky is 1 of 5 states with the highest rates of death linked to drug overdose. In 2015 and 2016, Louisville experienced the greatest number of drug-related overdose deaths in the state – with 220 in 2015, and in 2016 the record was surpassed with 325 deaths. The unprecedented rates of homicides and drug-related overdoses resulted in a "public health crisis" outry from community members, city officials, and medical professionals alike. In response, the Mayor's office announced the SAMHSA ReCAST grant to the Louisville community in 2018. As a result, the project team along with elected officials and community partners are using project funds to focus efforts on helping the community heal. The project is managed by the Mayor's Office for Safe and Healthy Neighborhoods. Implementation partners include the Center for Trauma Resilient Communities, Seven Counties Services Incorporated, the Cardinal Success Program, Spalding's Collective Care Center and the University of Louisville's Kent School of Social Work.

The population of focus are youth and their families residing in West and South Louisville. West Louisville is comprised of 9 neighborhoods and South Louisville is comprised of over 20+ neighborhoods.

<sup>2</sup> West Louisville Demographics	<sup>3</sup> South Louisville Demographics
Population: 61,251	Population:
Education: 7% have Bachelor's degree	Education:
38% have "some college"	Median Household Income:
Median Household Income: \$21,733	

Similarly, both neighborhoods are impacted by poverty and low educational attainment, which are some attributing factors of the behavioral health challenges the TRC Project seeks to address.

#### Summary of Community Needs and Resource Assessment

DRAFT 06/10/2020

<sup>&</sup>lt;sup>1</sup> https://louisvillefuture.com/archived-news/louisville-homicides-down-in-2018-still-on-pace-to-be-among-highest-of-past-four-decades/

<sup>&</sup>lt;sup>2</sup> West Louisville Strategies for Success

<sup>&</sup>lt;sup>3</sup> Data analysis pending

### EXHIBIT B TRC PROJECT STRATEGIC PLAN

The Louisville ReCAST evaluation team conducted a community needs assessment, and findings demonstrate the pervasive presence of community violence and trauma, structural challenges and inequality, as well as siloed efforts to address trauma via individual initiatives, systems, and service providers throughout West and South Louisville. Our focus group data illustrate an ongoing narrative of community trauma, as community members report issues of gun violence, theft, homicide, and other criminal activity. These experiences contribute to long-term fear, hypervigilance, and general feelings of unsafety in their communities. Data also show that structural issues (e.g., policing practices, school policies, etc.) contribute to these experiences, particularly among racial/ethnic minority community members. Focus group participants identified myriad instances of race-based trauma resulting from these structural issues, as well as individual encounters with racism, racist slurs, and discriminatory interactions within the larger metro area. Interestingly, all community stakeholder conversations and some existing reports were virtually absent of the needs and resources pertaining to LGBTQI community members and community members indicates high rates of interpersonal violence (e.g., sexual assault, domestic abuse). Research indicates high rates of interpersonal violence in the communities of West/South Louisville, as well as a significant amount of LGBTQI youth in the community, particularly among the homeless population. However, the perceptions and needs of these two important populations do not appear to be adequately addressed in existing data reports and findings.

Despite the disparities uncovered, there are many important community resources that exist and that actively play an integral role in assisting youth and families manage trauma. Focus group data most commonly identified individual neighbors and community members as being the strongest sources of community support. Still, local community centers and neighborhood groups (e.g., neighborhood watch) were also identified as strong community resources. However, various challenges were identified related to system-level resources and supports. While our data show that there are many available local resources (e.g., community agencies, behavioral health services, community initiatives), these resources are often unknown by community members or operate in silos with varying definitions of and responses to individual and community-level trauma. Additionally, community members reported the impact of mental health stigma as well as mistrust of service providers when discussing barriers to utilize these services.

Residents of West and South Louisville are invested in work that engages youth as leaders in the process, focuses on violence reduction in their communities, and creates collective community efforts for sustainable change. Overall, our conclusions demonstrate clear support for our project goals, illustrating the need for a consistent, culturally responsive, coordinated system of trauma-informed care throughout these communities.

#### Summary of Behavioral Health Disparities Impact Statement

Refugee and immigrant youth are represented within Metro Louisville and the surrounding area consisting of some 80 different nationalities (Becky Crump, Resource Development Director, Jefferson County Public Schools, personal communication, January 10, 2016). The population of focus (youth and families residing in West and South Louisville) does not necessarily mirror the population of children and youth of Metro Louisville. Poverty is concentrated in Louisville in the West and South, where between 20% and 60% of families are poor (Jefferson County Kentucky Youth Advocates Kids Count Book, 2015). This project focuses on youth up to the age of 17 and their families who have experienced or been exposed to violence and trauma and are living in West and South Louisville within the meta-context experience of complex trauma including: 1) children/youth victimized due to maltreatment, sexual exploitation and trafficking, and/or witnessing violence in the home and 2) children/youth and

their families victimized by community violence due to shootings, homicides, drug overdoses, and/or gang violence.

#### Process Used to Develop Strategic

The Louisville ReCAST strategic planning process is steeped in the community based participatory approach. During the planning phase of the grant, members from the implementation and evaluation teams conducted a Community Needs & Resource Assessment (CRNA). Utilizing meetings/interviews, focus groups and listening forum sessions with 32 community members and professionals (i.e. youth and adults) from West and South Louisville, the assessment pinpointed three thematic categories: pervasive community violence, structural challenges and inequity; and a myriad of community efforts to address trauma – all of which play an integral role in developing the Louisville Community Strategic Plan. Jointly, the Community Advisory Board (CAB), a group of city-wide community leaders are dedicating their time and expertise to help develop and oversee the strategic plan. In March, the advisory board was convened for a working meeting to share collective ideas around three probing questions related to project goals: 1) What is the need around the goal? 2) Identify resources for this goal? During the meeting, CAB members selected a goal of interest, formed small work groups and began developing the plan's framework. Subsequently, the Office for Safe and Healthy Neighborhoods gathered, reviewed and organized responses for each goal. Grouping recurring themes and highlighting work plan priorities, next steps included: aligning the evaluation plan and the community needs and resource assessment with project objectives, activities, and identifying potential task owners. Moving forward, members from the strategic planning subcommittee are reaching out across the community to begin conversations about leveraging resources, harnessing youth involvement and connecting with sustainability partners.

Mission, Vision, and Project Value Statements

#### **Mission Statement:**

Louisville ReCAST will create a system network of care to promote resiliency, equity and foster community healing to meet the needs of high-risk youth and their families managing the effects of trauma.

Vision Statement:

### EXHIBIT B TRC PROJECT STRATEGIC PLAN

The Louisville ReCAST vision is to work collaboratively across the community to coordinate culturally sensitive behavioral health activities aimed at fostering family and community healing.

### **Project Values:**

Louisville ReCAST is committed to:

• Enhancing system-level, community and interagency engagement;

• Operating in a manner that demonstrates all people have value;

• Increasing capacity building and community knowledge around trauma-informed care through evidence-based training;

• Routinely monitor and evaluate project success and identify risks for mitigation

• Use evidence-based, culturally relevant and developmentally appropriate practices; and

• Operate transparently and be accountable for project outcomes.

Moreover, the grant is undergirded by the theoretical framework of The Sanctuary Model. As each sub team (i.e. (12) Backbone Agencies and the Community Advisory Board) was onboarded, a significant amount of time was dedicated to introducing and familiarizing the teams with The Seven Commitments: Nonviolence, Emotional Intelligence, Social Learning, Democracy, Open Communication, Social Responsibility and Growth and Change. Additionally, these values are part and parcel of every aspect of the TRC Project, from how we structure team meetings to how trainings are conducted. Embodying these principles help us facilitate positive and healthy relationships and create an environment for resilience.

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### EXHIBIT B TRC PROJECT STRATEGIC PLAN

### Goals, Objectives, and Program/Policy Activities and Strategies

Goal 1	What is the need around this goal?	Identify resources needed for this goal	If all things are possible and funding is not a challenge, would you meet this goal?		
Trauma Resilient Community Capacity Building: To increase Louisville Metro's capacity to provide racially, ethnically, and culturally inclusive trauma-focused	Objective: 1 Establish a Community Advisory Board (CAB) that will meet on a regular basis to serve in an advisory capacity to the project.	<ul> <li>Activities:</li> <li>1. Recruit community members, service providers, and youth to serve on the board</li> <li>2. Set meeting schedule based on preferences of CAB members</li> <li>3. Work with CAB annually to develop TRC initiative guidance regarding budget, service delivery, and strategic planning.</li> </ul>	Persons Responsible Office for Safe and Healthy Neighborhoods		
interventions and enhance coordination and alignment of city and community organizations to promote healing and recovery from race-based trauma and community violence and unrest.	Objective: 2 Recruit and train consumers/youth/family members/survivors to be a part of the Community Advisory Board	<ol> <li>Activities:         <ol> <li>Recruit community members, service providers, and youth to serve on the board.</li> <li>Set meeting schedule based on preferences of CAB members.</li> <li>Work with CAB annually to develop TRC initiative guidance regarding budget, service delivery, and strategic planning.</li> </ol> </li> </ol>	Persons Responsible Centerstone (Angela Caine) Office for Safe and Healthy Neighborhoods Collective Care Center		
	Objective: 3 Formalize and standardize trauma in-formed collaboration and coordination among organizations and the community through implementation of the Trauma Resilient Communities (TRC) Model.	Activities         1. Develop and train a community of Backbone Agencies Provide on-going training and consultation on the CTRC Model and trauma-informed organizational practice Implement robust train the trainer program focused on promoting peer led community outreach and education delivery         2. Provide on-going training and consultation on the CTRC Model and trauma-informed organizational practice         3. Implement robust train the trainer program focused on promoting peer led community outreach and education delivery	Persons Responsible Office for Safe and Healthy Neighborhoods		

Goal 2	What is the need around this goal?         Identify resources needed for this goal		If all things are possible and funding is not a challenge, would you meet this goal?
Child and Family	Objective: 1	Activities	Persons Responsible
Centered Trauma- Focused Interventions: To provide racially, ethnically, and culturally	Establish a procedure for identifying and referring children and families for screening and assessment for trauma-focused intervention	<ol> <li>Develop a screening form to identify children who meet criteria for trauma-focused interventions.</li> </ol>	Seven Counties Services UofL's Evaluation Team Office for Safe and Healthy Neighborhoods Collective Care Center

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inclusive, evidence-based trauma-focused interventions to the targeted youth and families	services in each of the identified schools and community-based settings.	<ol> <li>Therapists will use the screening tool during Intake/Evaluation to determine whether a child meets criteria for trauma- focused interventions. 3.</li> <li>Therapists trained in specific evidenced-based, trauma- focused interventions will provide treatment to children/families in South and West Louisville communities.</li> </ol>	
	Objective: 2	Activities Persons Responsible	
	Identify behavioral health professionals from partnering agencies to conduct screenings and assessments.	<ol> <li>Identify school or community spaces where interventions can be provided</li> <li>Promote services and referrals for children and families throughout local school and/or neighborhood 3.</li> <li>Identify localized partners who can support the delivery of services and promote the resources</li> </ol> Seven Counties Services Office for Safe and Healthy Neighborhoods Collective Care Center	
	Objective: 3	Activities Persons Responsible	
	Provide training to increase the capacity for behavioral health personnel to provide racially, ethnically, and culturally inclusive, trauma- informed screening, assessment, and treatment of traumatized children using trauma-focused intervention services (AF-CBT; RBT).	<ol> <li>Identify clinicians who serve children and families in the South and West Louisville communities who are interested in being trained in trauma-focused interventions.</li> <li>Provide training for clinicians to increase the capacity for trauma-focused treatment to be provided to children/families in South and West Louisville communities.</li> <li>Provide AF-CBT and RBT interventions for children and families in West and South Louisville</li> </ol>	

Goal 3	What is the need around this goal?	Identify resources needed for this goal	If all things are possible and funding is not a challenge, would you meet this goal?
Community, First	Objective: 1	Activities	Persons Responsible
Responder, and & Referral Source Education: To provide trauma knowledge, resources, and referral information to first responder personnel and the community at-large	Provide specific education about trauma and trauma focused services (e.g. Youth Mental Health First Aid).	<ol> <li>Provide education and training surrounding trauma and trauma-focused services (to include Youth Mental Health First Aid, AF-CBT, RBT etc.) to South and West Louisville community first responders.</li> <li>Promote/publicize opportunities for training for first responders</li> <li>Provide education on the existence of Race-based trauma and treatment through Spalding University's Collective Care Center.</li> <li>Provide opportunities for "speak out" forums with call to action by individuals for the relative agencies and organizations -ensure representation from these agencies at each event.</li> </ol>	Office for Safe and Healthy Neighborhoods Collective Care Center UoL's Implementation Team
	Objective: 2 Expand access to trauma-informed behavioral health services and enhance service referral	Activities  1. Communicate service options and referral sources to first responders	Persons Responsible Office for Safe and Healthy Neighborhoods UofL's Implementation Team

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pipeline to trauma-informed, evidence-based treatment services.	<ol> <li>Develop a services brochure or work via United Community platform to identify trauma-informed services that first responders can make referrals to</li> <li>Leverage existing community resources (e.g., Survivors' Corner</li> </ol>
	curriculum; COVID-19 Community Support groups) for workshop style support groups.

### Logic Model

Goals (What do we want to accomplish?)	Inputs (what do we have available to invest/contribute?)	Strategies/Activities (What are we going to do?)	Outputs/Process Measures (what happens as a direct result of what we do?)	Outcomes (What do we hope is going to happen ir the long term as a result of what we do?) Indicators (How will we know what happens?)
Goal 1: Trauma Resilient Community Capacity Building	<ul> <li>TRC Project Team</li> <li>Contractors (i.e. evidence-based training, curricula, certified trainers)</li> <li>Backbone Agencies (BBAs)</li> <li>Community Advisory Board CAB)</li> <li>Youth Advisory Board (YAB)</li> <li>Lou. Metro Agencies (i.e. Equity, Resilience &amp; Community Services, Center for Health Equity)</li> <li>Training space, toolkits and materials</li> <li>Needs Assessment</li> <li>Social media platforms (promotional materials)</li> <li>OSHN outreach teams</li> <li>Budget</li> <li>Strategic Plan</li> <li>Metro Council</li> </ul>	<ul> <li>OBJ 1</li> <li>Identify specialty areas and niche services that non-profit organizations represent</li> <li>Document areas of expertise/services from each agency and adopt agreement on referral process based on client/community needs</li> <li>OBJ2</li> <li>Identify opportunities for shared funding from various sources amongst agencies</li> <li>Identify clinicians who serve children and families in the South and West Louisville communities who are interested in being trained in trauma-focused interventions</li> <li>Provide training for clinicians to increase the capacity for trauma-focused treatment to be provide to children/families in South and West Louisville communities</li> <li>Provide training for clinicians in Race Based Trauma OBJ 3</li> <li>Develop and train a community of Backbone Agencies</li> </ul>	<ul> <li>OBJ 1</li> <li>Documentation of specialty areas, expert services, and referral processes</li> <li>Documentation of funding resources for community agencies</li> <li>OBJ2</li> <li># of people in the behavioral health and related workforce trained in specific mental health-related practices</li> <li>OBJ 3</li> <li># of Backbone Agencies (BBAs) trained in TRC Model [CTRC]</li> <li># of BBAs who participate in Collaborative Consultations</li> <li># of train-the-trainers trained in the TRC Model</li> <li># of train-the-trainers who participate in the ongoing boosters and coaching sessions offered by CTRC</li> </ul>	<ul> <li>OBJ 1</li> <li>Increase in capacity collaborations/sharing of resources among community organizations, as evidenced by surveys administered to Community Advisory Board members</li> <li>OBJ2</li> <li>Train 200 service providers</li> <li>Increase service provider knowledge in evidence-based knowledge utilizing pre/post surveys measure</li> <li>OBJ3</li> <li>12 Backbone Agencies will become certified in the CTRC Model</li> <li>At least 50 organizations will be trained in the CTRC Model</li> <li>Increase in organizational readiness as evidenced by Backbone Agency staff surveys</li> <li>At least 40 train-the-trainers will become trained and certified as Champion Trainers of the TRC Model</li> <li>Increase in participant knowledge about trauma-informed care as evidenced by pre/post and organizational surveys</li> <li>Increased use of the Seven Commitments as part of organizational cultural/norms as evidenced by organizational surveys</li> </ul>

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		<ul> <li>Provide on-going - training and consultation on the CTRC Model and trauma-informed organizational practice</li> <li>Implement robust train the trainer program focused on promoting peer led community outreach and education delivery</li> </ul>		
Goal 2: Child and Family Centered Trauma- Focused Interventions	<ul> <li>Trained therapists</li> <li>Social Media</li> <li>Screening tool</li> <li>Service provider referrals</li> <li>Community partners/ schools</li> <li>Youth Advisory Board (YAB)</li> <li>Community Advisory Board (CAB)</li> <li>(12) Backbone Agencies (BBAS)</li> <li>DCBS</li> <li>TRC Project Team</li> <li>OSHN Outreach Team</li> <li>Virtual platform</li> <li>Budget</li> <li>Strategic Plan</li> <li>Metro Council</li> </ul>	<ul> <li>OBJ 1</li> <li>Develop a screening for to ID children who meet criteria</li> <li>Therapist use screening tool during intake/evaluation to determine fit</li> <li>Therapist train in evidence-based intervention treatments to service children/families in West and South Lou.</li> <li>OBJ2</li> <li>Identify school or community spaces where interventions can be provided</li> <li>Promote services and referrals for children and families throughout local school and/or neighborhood</li> <li>Identify localized partners who can support the delivery of services and promote the resource</li> </ul>	<ul> <li>OBJ 1</li> <li>Develop and implement clinical</li> <li># of children/families screened</li> <li># of children/families receiving evidence-based, trauma-focused clinical services</li> <li>OBJ2</li> <li>Identify school and community partners</li> <li># of children/families screened</li> <li># of children/families receiving evidence-based, trauma-focused clinical services</li> </ul>	<ul> <li>OBJ 1</li> <li>At least 400 children/families served (i.e., receiving evidence-based, trauma-focused clinical services)—across Objectives 1 and 2</li> <li>Improvements in child and family symptomatology as evidenced by pre/post/follow-up survey measures OBJ2</li> <li>At least 400 children/families served (i.e., receiving evidence-based, trauma-focused clinical services in school or community-based settings)—across Objectives 1 and 2</li> <li>Improvements in child and family symptomatology as evidenced by pre/post/follow-up survey measures</li> </ul>

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Goal 3: Community, First Responder, and & Referral Source Education	<ul> <li>In-person and virtual training materials</li> <li>Social Media</li> <li>Referrals</li> <li>CAB</li> <li>YAB</li> <li>TRC Project Team</li> <li>OSHN Outreach Team</li> <li>Community Partners</li> <li>(12) Backbone</li> </ul>	<ul> <li>OBJ 1</li> <li>Promote/publicize opportunities for training for first responders</li> <li>Provide education and training on Youth Mental Health First Aid to South and West Louisville community members and first responders</li> <li>OBJ2</li> <li>Communicate service options and referral sources to first responders</li> <li>Develop a services brochure or work via United Community platform to identify trauma- informed services that first responders can make referrals to</li> </ul>	<ul> <li>OBJ 1</li> <li># of trainings provided</li> <li># of community members/first responders trained OBJ 2</li> <li># of referrals of target population to trauma- informed services</li> </ul>	<ul> <li>OBJ1 <ul> <li>At least 200 service community members/first responders trained to increase knowledge about mental health—# trained is shared with Goal 5, Obj 2</li> <li>Increase in community member/first responder knowledge as evidenced by pre/post survey measures</li> <li>OBJ2</li> <li>Increase current knowledge about how to help and refer children &amp; families or those victimized by race-based trauma and community violence/unrest as evidenced by pre/post survey measures</li> </ul></li></ul>
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Plans for Meeting Data Collection, Performance Measurement, and Local Evaluation Requirements, and Persons Responsible

### Below is a detailed description of our plans to collect all required data and carry out all required evaluation methods.

### (1) GPRA DATA

GPRA WD2: The number of individuals trained in behavioral/mental health trauma-informed approaches AF-CBT, CBITS, RBT						Persons Responsible
How will you collect this data?	Number of trained workforce members will be collected by members of the project Implementation and Clinical teams via training registration and sign-in sheets.			ected by ect Clinical t	eams	Implementation Team; Clinical Director
Who will you collect this data from and at what time points?	The Evaluation team will request and compile data from the Implementation and Clinical teams on a guarterly basis.			Co-Directors of Research and Evaluation; Research Manager		
What are your annual targets for this measure?	Y1         Y2         Y3         Y4         Y5           25         25         50         50         50					

GPRA TR1: The number of individuals who have received training in trauma-informed approaches, violence	Persons Responsible
prevention, mental health literacy, and other related trainings YMHFA	

#### EXHIBIT B TRC PROJECT STRATEGIC PLAN

How will you collect this data?	Number of individuals trained will be collected by members of the project Implementation and Clinical teams			s of the	project	Implementation Team; Clinical Director
	via training registration and sign-in sheets.					
Who will you collect this data from and at what time points?	The Evaluation team will request and compile data from the Implementation and Clinical teams on a quarterly basis.			n the		Co-Directors of Research and Evaluation; Research Manager
What are your annual targets for this measure?	Y1         Y2         Y3         Y4         Y5           29         36         75         75         75					

GPRA PC2: The number of community organizations and agencies that are collaborating, coordinating, and/or sharing resources with each other as a result of the grant					Persons Responsible	
How will you collect this data?	collect	Number of collaborations will be collected by members of the project Implementation and Clinical teams.			project	Implementation Team; Clinical Director
Who will you collect this data from and at what time points?	and co Implei					Co-Directors of Research and Evaluation; Research Manager
What are your annual targets for this measure?	<b>Y1</b> 18	Y1 Y2 Y3 Y4 Y5				

GPRA T3: The number of individuals (youth and family members) referred to trauma-informed behavioral health services AF-CBT, CBIT, RBT					Persons Responsible	
How will you collect this data?	Number of referrals will be collected by the project Clinical team.				ollected	Clinical Director
Who will you collect this data from and at what time points?	The Evaluation team will request and compile data from the Clinical team on a quarterly basis.			Co-Directors of Research and Evaluation; Research Manager		
What are your annual targets for this measure?	Y1 Y2 Y3 Y4 Y5			Y4	Y5	
	0	100	100	100	100	

(2) Outcome Performance Measures

Outcome Performance Measure Focused on High-Risk Youth		Persons Responsible
What specific outcome performance measure will you focus on for high-risk	Youth post-traumatic stress symptoms will be utilized as a primary outcome	Co-Directors of Research and Evaluation;
youth	performance measure related to high-risk youth.	Research Manager
What tool will you use to measure/identify a baseline for this outcome (i.e.,	The UCLA-PTSD Reaction Index is one tool for assessing the aforementioned	Co-Directors of Research and Evaluation;
a tool that provides data that shows what the outcome was prior to	outcome performance measure to be utilized. This measure is a self-report	Research Manager
program implementation)?	tool for youth over the age of 6. It directly provides an appropriate gauge of	

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	progressive change for high-risk youth by screening for trauma exposure and PTSD symptomatology in children.	
What tool will you use to measure/identify the impact of the program (i.e.,	The UCLA-PTSD Reaction Index tool will also be used to assess outcomes after	Co-Directors of Research and Evaluation;
a tool that provides data that shows what the outcome will be after	program implementation.	Research Manager
program implementation)?		
Who will you collect the data from and when/at what time points?	Clinicians will collect data from children and their families at the initiation of	Clinical and Evaluation teams
	treatment and at discharge. The evaluation team will also collect the data 6	
	months post discharge via electronic/paper versions of measures.	
How will you establish that/when you have achieved your desired	Children/families will demonstrate reductions in PTSD symptoms, as	
result/outcome	evidenced by statistically significant reductions in UCLA-PTSD Reaction Index	
	scores.	

Outcome Performance Measure Focused on Family Engagement		Persons Responsible
What specific outcome performance measure will you focus on for high-risk youth	Family empowerment will be utilized as a primary outcome performance measure related to family engagement.	Co-Directors of Research and Evaluation; Research Manager
What tool will you use to measure/identify a baseline for this outcome (i.e., a tool that provides data that shows what the outcome was prior to program implementation)?	The Family Empowerment Scale (FES) is one tool for assessing the outcome performance measure above. The FES consists of 34 items rated on a scale of 1 (not true at all) to 5 (very true). It is made up of 3 subscales-family, service system, and community/ political. This scale is an appropriate measure for demonstrating progressive change in family engagement, as it assesses three aspects of empowerment among families with children with behavioral health issues (i.e., within family, within service system, within community).	Co-Directors of Research and Evaluation; Research Manager
What tool will you use to measure/identify the impact of the program (i.e., a tool that provides data that shows what the outcome will be after program implementation)?	The FES tool will also be used to assess outcomes after program implementation.	Co-Directors of Research and Evaluation; Research Manager
Who will you collect the data from and when/at what time points?	Clinicians will collect data from children and their families at the initiation of treatment and at discharge. The evaluation team will also collect the data 6 months post discharge via electronic/paper versions of measures.	Clinical and Evaluation teams
How will you establish that/when you have achieved your desired result/outcome	Families will demonstrate increases in family empowerment and engagement, as evidenced by statistically significant increases in FES scores.	

### (3) Local Evaluation Plan

Below is a table that describes all proposed process and outcome measures that we plan to include in our local evaluation. We have provided a process measure for each of the proposed activities listed previously.

We have also included proposed outcomes and associated indicators to assess achievement of each of the previously listed objectives. Lastly, we have included our assessment of our coalition of stakeholders.

Goal 1: Trauma Resilient Community Capacity Building								
Objective: 1	Activities	Persons Responsible	Process Measures	Outcomes &				
				Indicators				
Form a more cohesive,	- Identify specialty areas and niche services	Office for Safe and Healthy Neighborhoods; CAB	Documentation of	Increase in capacity				
coalition mindset among	that non-profit organizations represent		specialty areas,	collaborations/shari				
community partners			expert services, and	ng of resources				

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	<ul> <li>Document areas of expertise/services from each agency and adopt agreement on referral process based on client/community needs</li> <li>Identify opportunities for shared funding from various sources amongst agencies</li> </ul>		referral processes Documentation of funding resources for community agencies	among community organizations, as evidenced by surveys administered to Community Advisory Board members
Objective: 2	Activities	Persons Responsible	Process Measures	Outcomes & Indicators
Increase the number of clinicians who are trained in evidenced-based, trauma- focused interventions.	<ul> <li>Identify clinicians who serve children and families in the South and West Louisville communities who are interested in being trained in trauma-focused interventions</li> <li>Provide training for clinicians to increase the capacity for trauma-focused treatment to be provided to children/families in South and West Louisville communities</li> <li>Provide training for clinicians in Race Based Trauma</li> </ul>	Clinical Team; Office for Safe and Healthy Neighborhoods	The number of people in the behavioral health and related workforce trained in specific mental health-related practices	At least 200 service providers trained/educated or trauma-focused prevention/ interventions Increase in service provider knowledge as evidenced by pre/post survey measures
Objective: 3	Activities	Persons Responsible	Process Measures	Outcomes & Indicators
Formalize and standardize trauma-informed collaboration and coordination among organizations and the community through implementation of the CTRC Model	<ul> <li>Develop and train a community of Backbone Agencies</li> <li>Provide on-going training and consultation on the CTRC Model and trauma-informed organizational practice</li> <li>Implement robust train the trainer program focused on promoting peer led community outreach and education delivery</li> </ul>	Center for Trauma Resilient Communities Team	The number of Backbone agencies trained in the TRC Model [CTRC]. The number of Backbone Agencies who participate in Collaborative Consultations. The number of train- the-trainers trained in the TRC Model. The number to train- the trainers who participate in ongoing booster and	12 Backbone Agencies will become certified in the CTRC Model. At least 50 organizations will be trained in the CTRC Model. Increase in organizational readiness as evidenced by Backbone Agency staff surveys. At least 40 train-the trainers will become

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		coaching sessions offered by the CTRC.	as Champion Trainers of the CTRC Model. Increase in participant knowledge about trauma-informed care as evidenced by pre/post and organizational
			surveys. Increased use of the Seven Commitments as part of organizational cultural/norms as evidenced by organizational surveys.

		Goal 2: Child and Family Centered Tr	auma-Focused Interventions		
Ob	ojective 1	Activities	Persons Responsible	Process Measures	Outcomes & Indicators
ide	tablish procedures for the entification/referral of ildren and families for	<ul> <li>Develop a screening form to identify children who meet criteria for trauma- focused interventions</li> </ul>	Clinical Team; Office for Safe and Healthy Neighborhoods	Clinical screener developed and implemented	At least 400 children/families served (i.e.,
scr	reening and trauma-focused eatment	<ul> <li>Therapists will use the screening tool during Intake/evaluation to determine whether a child meets criteria for trauma- focused interventions</li> <li>Therapists trained in specific evidence-</li> </ul>		Number of children/families screened	receiving evidence- based, trauma- focused clinical services)—across Objectives 1 and 2
		<ul> <li>Interaptist trained in specific evidence- based, trauma-focused interventions will provide treatment to children/families in South and West Louisville communities.</li> </ul>		Number of children/families receiving evidence- based, trauma- focused clinical services	Improvements in child and family symptomatology as evidenced by pre/post/follow-up
Ob	ojective: 2	Activities	Persons Responsible	Process Measures	survey measures Outcomes & Indicators

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Provide intervention services in schools and/or community- based settings in West and South Louisville.	<ul> <li>Identify school or community spaces where interventions can be provided</li> <li>Promote services and referrals for children and families throughout local school and/or neighborhood</li> <li>Identify localized partners who can support the delivery of services and promote the resource</li> </ul>	Clinical Team; Office for Safe and Healthy Neighborhoods	School or community partner(s) identified Number of children/families screened Number of children/families receiving evidence- based, trauma-	At least 400 children/families served (i.e., receiving evidence- based, trauma- focused clinical services in school or community-based settings)—across Objectives 1 and 2
			-	Objectives 1 and 2 Improvements in child and family
				symptomatology as evidenced by pre/post/follow-up survey measures

	Goal 3: Community, First Responder, a	and & Referral Source Education		
Objective: 1	Activities	Persons Responsible	Process Measures	Outcomes & Indicators
Broaden and increase the knowledge base for first responders in the South and West Louisville communities surrounding youth mental health and how to refer a child/family for treatment	<ul> <li>Promote/publicize opportunities for training for first responders</li> <li>Provide education and training on Youth Mental Health First Aid to South and West Louisville community members and first responders</li> </ul>	Office for Safe and Healthy Neighborhoods; Implementation Team	Number of trainings provided Number of community members/first responders trained	At least 200 service community members/first responders trained to increase knowledge about mental health—# trained is shared with Goal 5, Obj 2. Increase in community member/first responder knowledge as evidenced by pre/post survey measures
Objective: 2	Activities	Persons Responsible	Process Measures	Outcomes & Indicators
Expand access to trauma- informed behavioral health services and development of a	<ul> <li>Communicate service options and referral sources to first responders</li> </ul>	Clinical Team; Office for Safe and Healthy Neighborhoods; Implementation Team	Number of referrals of target population	Increase current knowledge about how to help and

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service referral pipeline to trauma-informed, evidence- based treatment services	- Develop a services brochure or work via United Community platform to identify trauma-informed services that first responders can make referrals to	to trauma- informed services	refer children & families or those victimized by race- based trauma and community violence/unrest as evidenced by pre/post survey measures
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Goal 4: Creating community change through community-based, participatory approaches that promote community and youth engagement, leadership development, and improved governance				
Objective: 1	Activities	Persons Responsible	Process Measures	Outcomes & Indicators
Assess current community needs and resources (CNRA) utilizing participatory research approaches	<ul> <li>Host community forums to discuss current community needs and resources</li> <li>Meet with various community agencies for resource and cultural mapping</li> <li>Present a comprehensive report of findings to community members during TRC Launch and solicit feedback</li> </ul>	Research & Evaluation Team; Implementation Team	Completion of cultural mapping assessment of South and West Louisville Completion of resource mapping of South and West Louisville. Completion of CNRA presentations to community members at TRC Launch	Increase the region's knowledge of existing needs and resources related to race- based trauma and community violence/unrest as evidenced by TRC Launch activities data
Objective: 2	Activities	Persons Responsible	Process Measures	Outcomes & Indicators
Promote the sovereignty of communities through family/consumer/youth empowerment and inclusion of community leaders/professionals via structured and intentional engagement	<ul> <li>Recruit community members, service providers, consumers, and youth to serve on a Community Advisory Board (CAB)</li> <li>Set meeting schedule based on preferences of CAB members</li> <li>Work with CAB annually to develop TRC initiative guidance regarding budget, service delivery, and strategic planning.</li> </ul>	Office for Safe and Healthy Neighborhoods	Establishment of Community Advisory Board Number of CAB meetings held Number and % of CAB members who are consumers/ survivors of trauma/ violence Number and %	Increase in collaborations/ sharing of resources among community organizations

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			of CAB members who are youth	
Objective: 3	Activities	Persons Responsible	Process Measures	Outcomes & Indicators
Promote use of a common platform to capture and catalogue all project efforts	<ul> <li>Utilize community resources (e.g., Metro United Way's "United Community" platform) to showcase efforts</li> <li>Utilize support from Community Advisory Board and Back Bone Agencies to promote and utilize the platform</li> <li>Publicize centralized online platform to youth and families to access resource information</li> </ul>	Office for Safe and Healthy Neighborhoods	Creation of a project database/platform Number of hits (individuals utilizing the platform)	

Objective: 1	Activities	Persons Responsible	Process Measures	Outcomes & Indicators
Promote equitable access to trauma survivors support groups for marginalized populations (e.g., LGBTQ+ population, racial/ethnic minorities)	<ul> <li>Leverage existing community resources (e.g., Survivors' Corner curriculum; COVID-19 Community Support groups) for workshop style support groups.</li> <li>Provide opportunities for "speak out" forums with call to action by individuals for relative agencies and organizations - ensure representation from these agencies at these events.</li> </ul>	Office for Safe and Healthy Neighborhoods; CAB	Number of support groups and speak- outs held Number of community members in attendance	
Objective: 2	Activities	Persons Responsible	Process Measures	Outcomes & Indicators
Increase the knowledge of the existing needs and resources related to race-based trauma and community unrest.	<ul> <li>Conduct a cultural community mapping assessment to identify areas in which children/families are experiencing racial inequity, race-based trauma, and community unrest</li> <li>Provide education on Race-Based Trauma and available treatment resources</li> </ul>	Office for Safe and Healthy Neighborhoods; Implementation Team; Evaluation Team; Clinical Team	Completion of cultural mapping assessment of South and West Louisville. Number of trainings provided Number of community members trained	Increase the region's knowled of existing needs and resources related to race- based trauma an community violence/unrest At least 200 serv community members trained increase knowled

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	about race-based trauma# trained is shared with Goal 3, Obj 1.
	Increase in community member knowledge as evidenced by pre/post survey measures

#### Plans for Disaggregating Data to Focus on Intended Population of Focus and Disparate Subpopulations

Our plans for disaggregating our data so that we can focus on our intended population(s) and subpopulations include the following: Plans for disaggregating our data so that we can focus on our intended population(s) and subpopulations include the following:

Social demographic data is being collected from all community members who take part in grant-related activities and who opt into our evaluation activities. Therefore, data analyses can delineate between those being served by the grant who fall into our intended populations and subpopulations.

### Plans to Assess Changes in Disparities in Access to Care/Use of Care/Outcomes

### Our plans for assessing changes in disparities in access to care, use of care, and related outcomes include the following:

The Evaluation Team will utilize a detailed work plan that will be used to track progress of all objectives, activities, and performance measures on a quarterly basis. In addition, we will use the PDSA cycle quality improvement process to track whether our performance measures and objectives are being met. It involves the following steps--Plan, Do, Study, and Act (PDSA). Of particular note about this approach is that it is data driven and you are continually engaged in improving quality. Each step of the PDSA cycle involves major activities that allow the opportunity to involve staff and clients in the improvement process. During the *Plan* step, one specific area for improvement is identified and a specific strategy for improvement of that area is selected. In the *Do* step, the improvement plan is implemented. In the Study step, the positive and negative aspects of the improvement plan are assessed. Finally, in the *Act* step, the improvement plan is approach in tracking our *success in developing community partnerships with service programs and child-serving service systems.* There will be documentation of the development of these community partnerships through the community/referral source educational initiative, including the number of partners engaged over the five years, as well as their increases in knowledge of trauma issues and referrals for trauma services. *Success in implementing trauma practices in partnering organizations.* The implementation of the evidence-supported trauma practices in the partnering organizations, will be documented through the intervention fidelity assessment process, whereby behaviors tied to each protocol will be monitored and provided as feedback for continuous quality improvement. *Outcome results based on data collected to evaluate implementation and outcomes of these efforts.* These outcomes may include implementation and autores of these efforts. These outcomes may include implementation and autories efforts. These outcomes any include implementation and autor be servi

#### Policies and Procedures for Health Disparities and Persons Responsible

Our plan, which aligns with the enhanced National CLAS Standards, for implementing policies and procedures that address behavioral health disparities for the populations indicated in our disparities impact statement include the following:

### EXHIBIT B TRC PROJECT STRATEGIC PLAN

As it relates to Governance, Leadership, and Workforce, we will work with our partner organizations to identify their education, information, and training needs as related to culturally and linguistically appropriate policies and practices. This is inherent in our capacity building efforts of training of professionals as well as providing services in developing processes for screening, assessment, and treatment. In regards to Communication and Language Assistance, we will offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services, inform all individuals of the availability of language assistance services clearly and in their

preferred language, verbally and in writing, use trained interpreters, and provide easy-to understand print and multimedia materials and signage in the languages commonly used. In regards to Engagement, Continuous Improvement, and Accountability, we will collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery, and conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area. We will be able to accomplish this through our proposed evaluation strategy.

The persons responsible for overseeing and implementing this plan include:

The Mayor's Office for Safe and Healthy Neighborhoods manages the project; and the implementation partners: the Center for Trauma Resilient Communities, Seven Counties Services Incorporated, the Cardinal Success Program, Spalding's Collective Care Center and the University of Louisville's Kent School of Social Work, will carry out their respective roles to complete project activities. As a team, we will work collaboratively to ensure the work is achieved.

#### Sustainability Strategies and Persons Responsible

The sustainability strategies and plans that we have identified in order to sustain the services, supports, and infrastructures developed through ReCAST include the following:			
Sustainability Strategies	Timeframe for implementation	Persons Responsible	
Connect and establish a plan for the following Metro agencies (i.e. Ctr. for	Yr. 2 – Yr.5	OSHN	
Health Equity, Resilience & Community Services and Equity) to participate on			
the grant			
Secure funding from Metro Council to support trauma-informed activities	Yr. 4 -Yr. 5	OSHN Leadership	
that have associated costs			
Utilize (12) Backbone Agencies to help train service providers, community	Yr. 2 - Yr.5	Ctr. for Trauma Resilient Communities	
leaders, etc. in the TRC Model to increase capacity			
Train and provide boosters for the CAB in YMHFA, RBT and the TRC Model to	Yr.2 – Yr.5	Ctr. for Trauma Resilient Communities &	
help support and increase capacity		OSHN	
Partner with JCPS and DCBS	Yr. 4 -Yr. 5	Implementation Team	
Establish and maintain a Lou. TRC Youth Advisory Board (YAB)	Yr. 3 – Yr. 5	OSHN	

# ATTACHMENT B – REQUIRED FEDERAL TERMS

## LOUISVILLE METRO GOVERNMENT REQUIRED FEDERAL CONTRACT TERMS

## 1. If this Contract is worth \$150,000 or more:

## Clean Air Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **Federal Water Pollution Control Act**

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the Metro Government and understands and agrees that the (Metro Government will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 2. The following federal requirements apply to all contracts:

## **Debarment and Suspension**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Louisville Metro Government. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification:

<u>Certification for Contracts, Grants, Loans, and Cooperative Agreements</u> The undersigned certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, the University of Pittsburgh, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Celeste Flaherty-Thomasistant Director for Grants Management

2/14/2022

Date

## Certification Regarding Telecommunications Services, Equipment and Systems.

Contractor certifies and confirms that no Services provided, supplied, installed or utilized under this Contract constitute telecommunications services, equipment or systems prohibited under the Uniform Guidance 2 C.F.R. 200.216. If Contractor later learns that prohibited telecommunications services, equipment or systems have been supplied, installed, or utilized under this Contract, Contractor shall immediately inform Louisville Metro Government in writing. Louisville Metro Government may treat such occurrence as an event of default under this Contract and Louisville Metro Government may require the Contractor to promptly replace such prohibited service, equipment and systems at the Contractor's sole cost or take such other actions.

Signature of Contractor's Authorized Official

Celeste Flahurty-Thomas Celeste #19261297Thomas Assistant Director for Grants Manag

2/14/2022 Date

## **Procurement of Recovered Materials**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurementguideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

### **Domestic preferences for procurements.**

Louisville Metro Government strongly encourages the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) by contractors. (2 CFR § 200.322)

For purposes of this section:

- 1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## Access to Records

Contractor agrees to provide the Purchaser, the United States granting agency, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the United States granting agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. See KRS 45A.351.

- a. TITLE VI The Metro Government and Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et. seq.) and all implementing regulations and executive orders, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and the Kentucky Equal Employment Act 1978 (K.R.S. § 45.550 to 45.640) and the Americans with Disabilities Act (42 U.S.C. § 12101 et. seq.). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this bid or any contracting resulting from it on the basis of race, color, age, religion, sex, disability, or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this bid or resulting contract.
- ALL FEDERAL: Contractor's DUNS Number <u>00-451-4360</u> If you do not have a DUNS number, contact Dun & Bradstreet at (866) 705-5711 or go to <u>http://fedgov.dnb.com/webform/displayHomePage.do</u>.

## 3. If this is a construction contract include:

## **Equal Employment Opportunity**

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has

access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **Davis-Bacon Act**

All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

Additionally, contractors are required to pay wages not less than once a week.

## **Copeland Anti-Kickback Act**

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## 4. If this Contract includes work by mechanics or laborers exceeding \$100,000:

## Contract Work Hours and Safety Standards Act

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

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or

to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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