

SUBRECIPIENT AGREEMENT
BETWEEN
COLUMBUS, GEORGIA CONSOLIDATED GOVERNMENT

AND

**WEST CENTRAL HEALTH DISTRICT - COLUMBUS DEPARTMENT OF PUBLIC HEALTH
TO
PROVIDE FUNDING FOR A COMMUNITY VIOLENCE INTERVENTION PROGRAM
REFERRED TO AS "CURE VIOLENCE COLUMBUS"
PAID FOR BY AMERICAN RESCUE PLAN ACT FISCAL RECOVERY FUNDS**

This Agreement is made and entered into this ____ day of _____, _____, by and between Columbus, Georgia Consolidated Government, a political subdivision of the State of Georgia, its successors and assigns (hereinafter "CCG"),

AND

West Central Health District - Columbus Department of Public Health, a subdivision of the Georgia Department of Public Health, with a principal office address 5601 Veterans Parkway, Columbus, GA 31904, its successors and assigns (hereinafter "Subrecipient"), and together with CCG, "Parties."

ARTICLE I
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective Parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions that follow and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

WHEREAS, on March 11, 2021, The American Rescue Plan Act (Public L. 117-2) was enacted, through which seventy-eight million, four hundred and eight-two thousand, and thirty-eight dollars and 00/100 cents (\$78,482,038.00) in funding (the "Prime Award") was allocated to CCG to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

WHEREAS, CCG wishes to engage the Subrecipient to assist in utilizing such funds to carry out a part of CCG's federal award by committing up to \$500,000 of CCG's federal award, pursuant to this Subrecipient Agreement; and

WHEREAS, the funds made available for use by the Subrecipient under this Agreement constitute a subaward of CCG's federal award to Subrecipient for its performance of the work described below. This agreement is a fixed cost for performance agreement. For the purposes of this agreement, fixed cost for performance means structuring all aspects of the contract around compliance with Article IV, Performance Standards, Reporting Requirements and Payments. This contract includes, as reasonable, advanced payments that may be necessary to provide requisite operational funds that will only be used for actual and allowable costs toward the Subrecipient's project, as more specifically described in this Agreement as **Exhibit A** (Scope of Work) and

Exhibit B (Budget), attached hereto and incorporated herein by reference. Subrecipient must use the funds provided hereunder in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of CCG's federal award; and

WHEREAS, Subrecipient warrants, certifies and represents that it has the legal authority to apply for this subaward of Federal funds, and the institutional, managerial and financial capability (including securing funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described herein; and

WHEREAS, CCG desires to obtain the assurance from the Subrecipient, and Subrecipient so assures the CCG, that the Subrecipient will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the CCG relating to the project, as a condition precedent to the release of such funds to the Subrecipient.

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, representations and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby covenant, promise, agree, represent and warrant as follows:

ARTICLE II **GENERAL AWARD INFORMATION**

Federal Award:

Coronavirus State and Local Fiscal Recovery Funds – American Rescue Plan Act
CFDA #: 21.027

Subrecipient Name:

Columbus Department of Public Health

Subrecipient Unique Entity Identifier (UEI) Number:

[Agency UEI Number]

If not provide at the time of signing of contract, Subrecipient acknowledges that no funds shall be provided by CCG to Subrecipient until such time as Subrecipient provides a UEI number to CCG. Subrecipient acknowledges that failure to timely provide a UEI number as required for federal funding may result in a delay in its receipt of funds pursuant to this Agreement

Federal Award Identification Number (FAIN) Assigned by CCG:

40312-20220

Federal Award Date:

[Award Date]

Subaward period of performance & budget period start and end date:

April 1, 2022 through June 30, 2023

Federal Funds Obligated:

\$500,000.00

Project Description:

Cure Violence Columbus as further described in the Proposal, attached hereto as Exhibit C and incorporated herein by reference.

Federal Awarding Agency/Pass-Through Entity:

Department of the Treasury

Research and Development:

No

Fixed Amount Award:

Yes

ARTICLE III
PROJECT, BUDGET, PAYMENT, AND FINAL ACCOUNTING

3.1 Scope of Project. CCG agrees to pay to the Subrecipient up to FIVE HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$500,000.00) (the “Subaward”) to reimburse allowable costs to implement the following project (s): Cure Violence. The Scope of Project funded under this Subaward is defined by the activities described within the Scope of Work attached as **Exhibit A** and the approved budget attached as **Exhibit B**, which are hereby incorporated by reference, and have a central role in determining allowability of costs to be reimbursed by CCG.

3.2 Proposed Changes to Scope of Project.

3.2.1. Prior Approval Required. In accordance with 2 C.F.R. § 200.308, Subrecipient shall request prior approval from CCG to deviate from the approved Scope of Project. Failure to obtain such prior approval may result in disallowance of costs associated with the deviation, and/or any out of scope activity, in accordance with 2 C.F.R. § 200.339.

3.2.2 CCG Review and Approval. CCG shall consider all requests for changes in the scope of the approved project in good faith. Subrecipient acknowledges that such changes, depending upon the specific facts and circumstances of the request, may require approval of the Federal Awarding Agency, in which case CCG’s review and final action on the request may be delayed.

3.3 Upper Limit. In consideration for performing the activities described in Article III, CCG shall submit advance payments to Subrecipient pursuant to 2 C.F.R. §200.305(b) for allowable costs (as defined at 2 C.F.R. Part 200 (Subpart E) up to a total amount not to exceed the maximum (or “ceiling”) amount listed in **Exhibit B**.

3.4 Budgets.

3.4.1 Budgets. Attached hereto and incorporated by reference herein at **Exhibit B**, is a line-item budget (the “Budget”) for Subrecipient’s Scope of Project. This Budget has a central role in defining Scope of Project and determining allowability of costs paid by CCG under this Agreement.

3.4.2 Expenditure of Grant Funds.

3.4.2.1 Consistency with Budget. Except as expressly provided herein, Subrecipient shall expend the funds awarded hereunder in a manner consistent with the approved Budget.

3.4.2.2 Budget Revisions. Funds may be shifted between line items of a single project with prior approval of the CCG Finance Department. Subrecipient must submit a Budget Revision Form and a written justification to the Finance Project Analyst within the CCG Finance Department. A budget revision must include a revised Program Budget that accurately displays

the necessary budget breakdown to carry out the project and a letter signed by the authorized official. Budget revisions must not significantly affect either the scope or objective of the project. (The “scope” of the project is the nature, location or magnitude of the work described in the Agreement. The “objectives” of the project are measurable performances involved in the Agreement including the impact and degree of benefit to the identified population and environment that the project is proposed to provide.) Budget revisions are considered “approved” upon written receipt of approval from CCG.

3.4.2.3 Period of Availability of Funds. Funds made available under this Agreement may only be used for obligations incurred during the project period for which the funds are awarded.

3.4.2.4 Prior Approvals for Certain Deviations from Budget. Deviations from the approved Budget, as well as transfers between direct and indirect budget categories require CCG prior approval regardless of amount, unless otherwise authorized, consistent with 2 C.F.R. § 200.308 or the terms and conditions of the Prime Award to CCG.

3.4.3 Program Income. Subrecipient shall report to CCG any program income (as defined at 2 C.F.R. §§ 200.1 and 200.307) generated in performance of this Agreement. Program income earned in performance of this Agreement shall be considered added to the total amount of this subaward and its expenditure is subject to all the terms and conditions applicable to the federal funds provided under this subaward Subrecipient agrees that all program income (if any) received will be expended for program expenses prior to use of the subaward funds.

ARTICLE IV

PERFORMANCE STANDARDS, REPORTING REQUIREMENTS, AND PAYMENTS

4.1 Program Description.

4.1.1 Program Description. This subaward agreement is conditional on the Subrecipient meeting the performance standards and tasks as defined in Article IV, Performance Standards, Reporting Requirements, And Payments and Exhibit A - Proposal.

4.1.2 Projected Outcomes. The goal for this program is to reduce acts of violence throughout the City of Columbus with specific focus on low-income communities and communities of color while increasing expressions of pro-social and positive behavioral changes in these same targeted areas.

4.2 Performance Standards.

4.2.1 Deliverable Requirements. Subrecipient must report to CCG according to the reporting timeline provided by Article IV, Performance Report and Payment Request Schedule. Advanced payment requests may be submitted on a Payment Request Form for disbursement at the beginning of each period. However, for each period after the Initial Period, disbursements are conditional on CCG approval of the Subrecipient’s satisfactory achievement as prescribed below for each subsequent period.

4.2.1.1 PERIOD 1: Initial Period: Provide benchmark performance reports for the reporting period to include the following:

- 1) Submission of Timeline/Action Plan Per Final Assessment Report
- 2) Executed Subrecipient grant award agreement
- 3) Job descriptions for all grant funded personnel
- 4) Copies of subcontracted service agreements

4.2.1.2 PERIOD 2: July 1, 2022 to September 30, 2022: Provide benchmark performance reports for the reporting period to include the following:

- 1) Summarize overall community outreach and mobilization efforts during the program period
- 2) Provide the number of violence interruptions and/or detections handled by type
- 3) Provide the number of participants served to include participant demographics
- 4) Summarize progress towards meeting projected outcomes to include identifiable data metrics
- 5) Provide financial reports and backup documentation for utilization of prior and current period funding

4.2.1.3 PERIOD 3: October 1, 2022 to December 31, 2022: Provide benchmark performance reports for the reporting period to include the following:

- 1) Summarize overall community outreach and mobilization efforts during the program period
- 2) Provide the number of violence interruptions and/or detections handled by type
- 3) Provide the number of participants served to include participant demographics
- 4) Summarize progress towards meeting projected outcomes to include identifiable data metrics
- 5) Provide financial reports and backup documentation for utilization of current period funding

4.2.1.4 PERIOD 4: January 1, 2023 to March 31, 2023: Provide benchmark performance reports for the reporting period to include the following:

- 1) Summarize overall community outreach and mobilization efforts during the program period
- 2) Provide the number of violence interruptions and/or detections handled by type
- 3) Provide the number of participants served to include participant demographics
- 4) Summarize progress towards meeting projected outcomes to include identifiable data metrics
- 5) provide financial reports and backup documentation for utilization of current period funding.

4.2.1.5 PERIOD 5: April 1, 2023 to June 30, 2023: Provide benchmark performance reports for the reporting period to include the following:

- 1) Summarize overall community outreach and mobilization efforts during the program period
- 2) Provide the number of violence interruptions and/or detections handled by type
- 3) Provide the number of participants served to include participant demographics
- 4) Summarize progress towards meeting projected outcomes to include identifiable data metrics

- 5) Provide financial reports and backup documentation for utilization of current period funding

DRAFT

Performance Report and Payment Request Schedule

REPORTING PERIOD	PERFORMANCE PAYMENT	PERFORMANCE REPORTING REQUIREMENTS IN ADDITION TO SIGNED "PAYMENT REQUEST FORMS"	DUE ON OR BEFORE THE FOLLOWING DATES
PERIOD 1	\$100,000	<p><u>Performance report as prescribed below and Article IV:</u></p> <ol style="list-style-type: none"> 1) Submission of Timeline/Action Plan Per Final Assessment Report 2) Executed Subrecipient grant award agreement 3) Job descriptions for all grant funded personnel 4) Copies of subcontracted service agreements 	Within two weeks of contract execution
PERIOD 2	\$100,000	<p><u>July 1, 2022 – September 30, 2022 performance report as prescribed below and Article IV:</u></p> <ol style="list-style-type: none"> 1) Summarize overall community outreach and mobilization efforts during the program period 2) Provide the number of violence interruptions and/or detections handled by type 3) Provide the number of participants served to include participant demographics 4) Summarize progress towards meeting projected outcomes to include identifiable data metrics 5) Provide financial reports and backup documentation for utilization of prior and current period funding 	<p>Payment request may be made on the period start date</p> <p>Performance Report due 10/10/2022</p>
PERIOD 3	\$100,000	<p><u>October 1, 2022 – December 31, 2022 performance report as prescribed below and Article IV:</u></p> <ol style="list-style-type: none"> 1) Summarize overall community outreach and mobilization efforts during the program period 2) Provide the number of violence interruptions and/or detections handled by type 3) Provide the number of participants served to include participant demographics 4) Summarize progress towards meeting projected outcomes to include identifiable data metrics 5) Provide financial reports and backup documentation for utilization of current period funding 	<p>Payment request may be made on the period start date</p> <p>Performance Report due 1/10/23</p>
PERIOD 4	\$100,000	<p><u>January 1, 2023 – March 31, 2023 performance report as prescribed below and Article IV:</u></p> <ol style="list-style-type: none"> 1) Summarize overall community outreach and mobilization efforts during the program period 2) Provide the number of violence interruptions and/or detections handled by type 3) Provide the number of participants served to include participant demographics 4) Summarize progress towards meeting projected outcomes to include identifiable data metrics 5) Provide financial reports and backup documentation for utilization of current period funding 	<p>Payment request may be made on the period start date</p> <p>Performance Report due 4/10/23</p>
PERIOD 5	\$100,000	<p><u>April 1, 2023 – June 30, 2023 performance report as prescribed below and Article IV:</u></p> <ol style="list-style-type: none"> 1) Summarize overall community outreach and mobilization efforts during the program period 2) Provide the number of violence interruptions and/or detections handled by type 3) Provide the number of participants served to include participant demographics 4) Summarize progress towards meeting projected outcomes to include identifiable data metrics 5) Provide financial reports and backup documentation for utilization of current period funding 	<p>Payment request may be made on the period start date</p> <p>Performance Report due 7/10/23</p>

4.3 Payment.

4.3.1 Advanced Payment. Pursuant to 2 C.F.R. 200.305(b), CCG may, upon request by the Subrecipient, make advanced installment payments to Subrecipient, to assist with immediate cash requirements of the Subrecipient in carrying out the purpose of the approved program or project. In the event that CCG utilizes the advanced installment payment method to fund the Subrecipient's project, Subrecipient shall provide monthly detailed reports to CCG documenting and certifying actual expenditures of the advanced funds. CCG shall review those reports and confirm whether the expenditures were for allowed or disallowed costs.

4.3.1.1 Reporting Requirements. Subrecipient shall submit to CCG monthly detailed expenditure reports outlining actual operational and administrative expenditure as well as actual initial start-up purchases by the 5th of each month, as outlined in **Exhibit D**, attached hereto and incorporated herein, which shall be in the form, content and frequency as required by CCG. Such detailed reports shall include receipts; purchase orders; time sheets for each employee, agent, officer, director, or other individual doing work on behalf of Subrecipient pursuant to this Agreement; and any other documents reasonably requested by CCG. Said time-sheets shall be approved by a member of the Board of Subrecipient, or by an employee of Subrecipient who is not compensated pursuant to this Agreement. If Subrecipient fails to submit progress reports, CCG may withhold processing advance payments or reimbursement requests until Subrecipient submits such progress reports.

4.3.2 Requests for Payment. If CCG cannot, pursuant to 2 C.F.R. 200.305(b), make advanced payment to the Subrecipient, or at any point chooses not to provide advanced payments, then CCG shall make payments to Subrecipient on a reimbursement basis. In which case, no later than thirty (30) days after the end of each calendar month, Subrecipient shall submit to CCG a request for payment in a form reasonably prescribed by CCG, which details the specific costs Subrecipient incurred in the previous month to perform the work described in Article II, minus any program income available to cover any or all such costs. The payment request shall display an accounting of any program income received and expended during that calendar month.

4.3.3 Payment by CCG. In the event that CCG makes payments to the Subrecipient on a reimbursement basis, CCG will pay Subrecipient for properly documented costs within thirty (30) days of Subrecipient's submission of the request for payment, provided that such costs are allowable and allocable pursuant to 2 C.F.R. Part 200 and consistent with the approved Budget.

4.3.4 Unallowable Costs. Under no circumstances shall CCG be required to pay in advance or to reimburse unallowable costs.

4.3.4.1 Questioning Costs. If CCG questions the allowability of any costs reflected in a request for payment or costs shown on the detailed monthly reports if paid in advanced, CCG shall promptly provide Subrecipient with written notice of those questions and their bases. Payment of questioned costs may be withheld by CCG until the questions are resolved; however, CCG shall promptly issue payment of all otherwise properly documented and otherwise unreimbursed costs not in question.

4.3.4.2 CCG's Disallowance Right. Notwithstanding any other term of this Agreement, all payments made under this Agreement shall be considered provisional. In the event that CCG determines that any cost for which reimbursement is sought, or has been previously paid, is unallowable, (i) CCG shall be entitled to recoup such amount from Subrecipient and (ii) Subrecipient shall promptly pay over such amount to CCG. Additionally, if CCG reasonably believes that Subrecipient is in noncompliance with any applicable rules or regulations, or any provisions of this Agreement, CCG may choose to withhold processing advance payments or reimbursement requests until such time as the Subrecipient is found to be in compliance by CCG, or is otherwise adjudicated to be in compliance.

4.3.4.3 Liability for Unallowable Costs. Subrecipient shall be liable for payment of any costs (including, but not limited to, interest and penalties) incurred by Subrecipient under this Agreement (whether charged to funds made available under this Agreement or program income generated hereunder) which may be disallowed by the Federal Awarding Agency, or other appropriate federal or state officials. CCG agrees that, in the event that the Federal Awarding Agency disallows any cost incurred by Subrecipient under this Agreement, CCG will, at Subrecipient's request, pursue appropriate administrative appeals to the Federal Awarding

Agency (or such other agency), *provided that* Subrecipient agrees to pay all costs associated with any such appeal and that CCG agrees that Subrecipient's claim or defense is not frivolous.

4.3.4.4 Cooperation Regarding Clarifications and Appeals. In the event of a disallowed or questioned cost, Subrecipient may request that CCG (i) seek guidance from the Federal Awarding Agency, or, (ii) if necessary, pursue an appeal of a Federal Awarding Agency's determination that certain costs are unallowable in accordance with Section 3.5.3.3 (Liability for Unallowable Costs). If necessary to avoid interest or penalties, CCG may require Subrecipient to pay over the amount in dispute pending any such clarification or appeal.

4.3.4.5 Survival. CCG's right to question and disallow costs shall survive the termination or expiration of this Agreement.

4.4 Availability of Funds Limitation. The continuation of this Agreement and payments hereunder shall be subject to the availability of federal funds to CCG under the Prime Award. CCG shall promptly notify Subrecipient, in writing, of any modification or cancellation of said Prime Award that might impact this subaward. If CCG determines, in its sole discretion, notwithstanding reductions in grant funding, that funding remains available for some or all of Subrecipient's activities hereunder, the Parties will make reasonable efforts to amend this Agreement so as to reasonably achieve its objectives at a reduced level; *provided that* CCG retains the right to terminate the Agreement in accordance with Article X.

ARTICLE V NOTICES

Subrecipient and CCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to CCG: Columbus, Georgia Consolidated Government
Attention: City Manager
P.O. Box 1340
Columbus, GA 31901

With Copies to: Finance Director
P.O. Box 1340
Columbus, GA 31901

City Attorney
P.O. Box 1340
Columbus, GA 31901

If to Subrecipient: West Central District Health – Columbus Department of Public Health
Attention: Dr. Beverly Townsend
5601 Veterans Parkway
Columbus GA, 31904

ARTICLE VI
RESPONSIBILITIES OF CCG

CCG agrees to:

- Provide funding to Subrecipient in accordance with this Agreement and federal, state, and local laws;
- Monitor Subrecipient to ensure the funds subject to this Agreement are used in accordance with all applicable conditions, requirements, and restrictions;
- Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funds subject to this Agreement;
- Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to this Agreement.

ARTICLE VII
RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient agrees to:

- Ensure the funds subject to this Agreement are used in accordance with conditions, requirements, budget, timetable and restrictions of federal, state, and local laws, as well as the federal terms and conditions of the Prime Award and this Subaward;
- Utilize funds subject to this Agreement to supplement rather than supplant funds otherwise available;
- Comply with all financial reporting requirements of CCG and federal government related to the use of funds subject to this Agreement;
- Promptly reimburse CCG for any funds CCG pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which CCG is responsible regarding American Rescue Plan Act funds;
- Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if CCG, or any state or Federal auditor, agency or other entity authorized by federal, state, or local law determines compliance with conditions, requirements, and restrictions applicable to the federal program from which this subgrant is awarded has not been achieved;
- Make records and personnel available to CCG, or any state or Federal auditor, agency or other entity authorized by federal, state, or local law to perform reviews, audits, or investigations in relation to the funds subject to this Agreement;
- Comply with all terms and conditions contained in this Agreement.

ARTICLE VIII
ACKNOWLEDGEMENT AND ACCEPTANCE OF CCG's UNILATERAL RIGHT TO AMEND THIS AGREEMENT AND OTHER AMENDMENTS

8.1 Subrecipient acknowledges and accepts that this Agreement is entered into subject to both Subrecipient's and CCG's compliance with federal, state, and local law, conditions, requirements, and restrictions, as those may change over time. CCG reserves the right to unilaterally amend this Agreement 1) to include terms and conditions required by Federal, state, or local governmental guidelines or policies to be included in this Agreement or 2) upon the suggestion of counsel to amend this Agreement to conform with best practices for subgrant agreements. Subrecipient further understands that CCG, as Grantee, is responsible to the Department of Treasury for the administration of funds and may consider and act upon reprogramming recommendations as proposed. In the event that the CCG approves any

modification, amendment, or alteration to the funding allocation, the Subrecipient shall be notified and such notification shall constitute an official amendment to this Agreement. Subrecipient acknowledges and accepts that its retention and use of the funding subject to this Agreement is conditioned upon its consent to and compliance with any amendments to this Agreement made by CCG subject to this Article.

8.2 CCG or Subrecipient may amend this Agreement, for reasons other than those stated in subsection A of this Article, at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and are approved by CCG's governing body if such approval is required by law. Such amendments shall not invalidate this Agreement, nor relieve or release CCG or Subrecipient from its respective obligations under this Agreement.

ARTICLE IX

ADMINISTRATIVE AND FINANCIAL MANAGEMENT REQUIREMENTS

9.1 Administration and Financial Management: Subrecipient acknowledges that this Agreement is a subaward of federal grant funds and that Subrecipient shall be responsible for proper use, management, and safeguarding of such funds. Subrecipient acknowledges as a general matter, that payments from Coronavirus State and Local Fiscal Recovery Funds will be subject to the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2CFR part 200, the Uniform Guidance). In particular, Subrecipient hereby represents that it is, and shall remain, in full compliance with the financial management requirements set forth at 2 C.F.R. § 200.302 and internal controls standards set forth at 2 C.F.R. § 200.303.

9.2 Prior Approval for Contracting Out Substantive Work. Subrecipient shall obtain CCG's prior written approval for contracting out any substantive programmatic work related to implementation of this Agreement, consistent with 2 C.F.R. § 200.308. Subrecipient shall follow all federal procurement guidelines as well as its own internal procurement policies for all subcontracting, prior to seeking written approval from CCG.

9.3 Insurance.

9.3.1 Insurance Coverage: Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage to comply with 2 C.F.R. 200.310 (Insurance coverage). Subrecipient shall at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance specified below. Subrecipient will provide CCG, a certificate of insurance evidencing the required kinds and amounts of insurance:

- a) Workers' Compensation – As required by Georgia State workers' compensation statutes, with Statutory Limits, and Employer Liability of at least \$1,000,000 each accident for bodily injury or disease.
- b) General Liability - \$3,000,000 aggregate and \$1,000,000 per occurrence.
- c) Umbrella or Excess Liability - \$1,000,000 on a per occurrence basis or with minimum limits of \$3,000,000.

9.3.2 Additional Insured, Subrogation, and Endorsements: Subrecipient shall list CCG as additional insured for all coverages except Workers Compensation. A waiver of subrogation is to be provided in favor of CCG for all policies including Workers' Compensation. Subrecipient's carrier(s) shall provide an endorsement requiring carrier(s) to provide CCG thirty (30) – day written notice of any cancellation of insurance coverage prior to cancellation.

9.3.3 Bonding Requirements: If applicable, Subrecipient shall comply with the bonding requirements of 2 C.F.R. § 200.326 (Bonding requirements).

9.3.4 Property Coverage. Pursuant to 2 C.F.R. § 200.310, Subrecipient shall, at a minimum, maintain the equivalent insurance coverage for any real property and equipment acquired or improved with funds provided under this Agreement, or program income generated hereunder, as is maintained for other property owned by Subrecipient.

9.3.5 Self-Insurance. The requirement to maintain general liability, workers' compensation, and/or property coverage under this Section 9.3 (Insurance) may at CCG's discretion be satisfied by Subrecipient demonstrating that it maintains an adequate program of self-insurance.

9.3.6 Evidence of Coverage and Notices. Subrecipient shall, upon execution of this Agreement and upon any renewal of any of insurance coverage required by this Agreement, furnish certificates of insurance to CCG. Subrecipient shall give CCG ten (10) days' advance written notice of any material modification, termination, suspension, expiration or relinquishment of such coverage (except when suspension or termination is due to failure to pay a premium, in which case copies of all notices of pending or actual cancellation by the insurer shall be immediately forwarded to CCG).

9.3.7 Survival. The rights and obligations of this Section 9.3 (Insurance & Bonding) shall survive the expiration or termination of this Agreement.

9.4 Documentation, Reports and Recordkeeping

9.4.1 Records to be Maintained: Subrecipient shall maintain and furnish such financial and programmatic information and reports which pertain, directly or indirectly, to the services provided and costs incurred by Subrecipient pursuant to this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Financial records as required by 2 C.F.R. Part 200; and
- d. Other reports and records necessary to document compliance with federal regulations.
- e. Records documenting the number of individuals served;
- f. Financial records as required by 31 CFR Part 35, and 2 CFR Part 200
- g. Other programmatic data as determined by CCG and/or outlined in the Compliance and Reporting Guide issued by the Department of the Treasury.

9.4.2 Retention: Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period ending on July 31, 2031 or for a period of ten (10) years commencing on the date of execution of this Agreement, whichever occurs later. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of said period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of said period, whichever occurs later. Records for real property and equipment acquired with subaward funds shall be retained for three (3) years after final disposition of the property. Subrecipient shall, upon request, transfer identified records to the custody of CCG or the Federal Awarding Agency when CCG or the Federal Awarding Agency determines that such records possess long term retention value.

9.4.3 Data and Reports: Subrecipient shall maintain detailed data, sufficient to demonstrate its successes and failures relative to the goals set forth in this Agreement. Such information shall be made available to CCG or its authorized agents for review upon request. Moreover, Subrecipient shall provide to CCG reports reasonably requested by CCG in furtherance of CCG's reporting obligations under the Prime Award

9.4.4 Disclosure: Subrecipient understands that data collected under this Agreement is of a privileged nature and the use or disclosure of such information, when not directly connected with the administration of CCG's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited. Subrecipient also understands that CCG is subject to the Georgia Open Records Act and must comply with the requirements thereof. Additionally, Subrecipient shall not post information, photos, videos, or any other identifying material about or including program participants publicly, including on social media, without the express written permission of the participant(s).

9.4.5 Closeout:

9.4.5.1 The Parties' obligations under this Agreement shall not end until all closeout requirements are completed. The Parties shall perform the following activities during the closeout period: making final payment, if required, disposing of program assets (including the return of all unused materials, and equipment to CCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over the funds subject to this Agreement.

9.4.5.2 All closeout activities shall be conducted pursuant to 2 C.F.R. § 200.344 (Closeout), including, without limitation, that Subrecipient must submit to CCG, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required hereunder; Subrecipient shall file a Standard Form 429 (Real Property Status Report) upon completion of the activities hereunder and file the appropriate Notice of Federal Interest in the appropriate Land Records, with subsequent, periodic filings as may be required. Moreover, CCG shall have post-closeout authorities and rights as set forth in 2 C.F.R. § 200.345 (Post closeout adjustments and continuing responsibilities).

9.4.5.3 The closeout of this subaward shall not affect Subrecipient's liability to CCG for unallowable costs; audit requirements of 2 C.F.R. Part 200, Subpart F; property management, use, and disposition obligations; or record retention obligations. Additionally, in the event of an inquiry or disallowance by the Federal Awarding Agency affecting CCG after closeout of this subaward, Subrecipient agrees to make available to CCG, at CCG's request, all information, in any form, including, but not limited to, documents or employee personal knowledge, for CCG's use with respect to such inquiry or disallowance.

9.4.5.4 Collection of Amounts Due. With respect to any amounts due from Subrecipient to CCG upon or after closeout, CCG shall have collection rights commensurate with those of the Federal Awarding Agency under 2 C.F.R. § 200.346.

9.4.5.5 Survival. This Section 9.4.5 (Closeout) shall survive the expiration or

termination of this Agreement.

9.4.5.6 Reversion/Transfer of Funds to CCG: Subrecipient shall transfer to CCG any subaward funds remaining at the time of expiration, cancellation or termination of this Agreement, and CCG may in its discretion reprogram the funds to another eligible project.

9.4.6 Audits & Inspections: All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the CCG and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, copy, examine, and make excerpts or transcripts of all relevant data, books, records, reports, documents, and papers as they reasonably deem necessary for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. Subrecipient acknowledges that by virtue of this Agreement, it will be subject to audit, and more specifically, per 2 C.F.R. Part 200, Subpart F, may be subject to a Single Audit performed on non-federal entities expending federal grant funds of more than \$750,000.00 in a year. For audit purposes, Subrecipient shall consider and describe the funds provided pursuant to this Agreement as federal "subaward" funds. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by Subrecipient of a notice of deficiencies. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current CCG policy concerning Subrecipient audits and 2 C.F.R. Part 200, Subpart F, as applicable. The rights and obligations of this Section 9.4 (Documentation, Reports and Recordkeeping) shall survive the termination or expiration of this Agreement.

9.4.7. Open Records and Open Meetings: Subrecipient acknowledges that if it receives 33 1/3% of its total funding from a direct allocation of tax funds from a government entity that it is subject to requirements of the Georgia Open Records Act (O.C.G.A. §§ 50-18-70 - 77) and the Georgia Open Meetings Act (O.C.G.A. §§ 50-14-1 - 6).

9.5 Procurement

9.5.1 Compliance: Subrecipient shall comply with current CCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds subject to this Agreement. Title, possession and use of all program assets (real property, equipment, etc.), with the exception of the real property and improvements thereon that are titled in the name of the Subrecipient and are contemplated by the Parties to this Agreement to remain titled in the name of and in the possession of the Subrecipient, shall revert to the CCG upon termination of the Agreement.

9.5.1.1 All procurement transactions funded with federal funds provided under this subaward or with program income generated hereunder ("covered procurements"), regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the federal procurement standards set forth in 2 C.F.R. §§ 200.317 through 200.327, and §§ 200.215 and 200.216.

9.5.1.2 Subrecipient shall make positive efforts to utilize small business and

minority owned business sources, as well as women-owned businesses, for supplies and services.

9.5.2 Required Contract Provisions: Consistent with the federal procurement standards Subrecipient shall maintain a written procurement policy which it shall apply to covered procurements. Further, for covered procurements, Subrecipient shall comply with the competition requirements and conflict of interest restrictions of the federal procurement standards and shall include, to the extent required by 2 C.F.R. Part 200, Appendix II, certain required contract terms in its contracts.

9.5.3 Security: Subrecipient's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the funds subject to this Agreement, as well as all proceeds, products, rents, royalties, issues and profits thereof.

9.6 Use and Reversion of Assets

9.6.1 Compliance with 2 C.F.R. Part 200: The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 C.F.R. Part 200.

9.6.1.1 Expectations Regarding Acquisition or Improvement of Real Property and Equipment and Prior Approval Requirement. The Parties anticipate that Subrecipient will acquire or improve real property or equipment with funds made available under this subaward. Acquisition or improvement of real property or equipment may be accomplished with funds provided under this Agreement, or program income generated hereunder, only with the express prior approval of CCG. To the extent Subrecipient is authorized by CCG to acquire or improve real property or equipment with such funds, the requirements of this Section 8.6 (Use and Reversion of Assets) shall apply. Subrecipient will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from CCG. Subrecipient will record the Federal interest in the title of real property in accordance with CCG directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

9.6.1.2 Definition of Equipment. For purposes of this Agreement, "equipment" shall have the meaning set forth at 2 C.F.R. § 200.1.

9.6.1.3 Ownership, Use, Sharing and Disposition. The provisions of 2 C.F.R. § 200.310 *et seq.* (Property Standards), as applicable, shall apply to the ownership, use, sharing and disposition of tangible property (if any) acquired with federal funds made available under this Agreement and/or program income generated hereunder. CCG reserves its rights pursuant to 2 C.F.R. § 200.311 and 2 C.F.R. § 200.313 to require transfer of real property or equipment acquired with such funds. Subrecipient shall maintain an adequate, up-to-date inventory of all supplies and equipment throughout the term of this Agreement. Subrecipient agrees to transfer title in any used or unused supplies it may have acquired pursuant to 2 C.F.R. § 200.314 to CCG upon termination or expiration of this Agreement, free of compensation of any kind from CCG.

9.6.1.4 Equipment Records. Pursuant to 2 C.F.R. § 200.313(d)(1), Subrecipient shall maintain detailed property records for equipment (if any) purchased with funds made available under this Agreement and/or program income generated

hereunder.

9.6.2 Equipment and Proceeds: In all cases in which equipment acquired, in whole or in part, with funds subject to this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be, upon CCG's sole discretion: transferred to CCG, or retained after compensating CCG for an amount equal to the current fair market.

9.6.3 Survival. The rights and obligations of this Section 9.6 (Use and Reversion of Assets) shall survive the termination or expiration of this Agreement.

ARTICLE X

SUSPENSION, TERMINATION, BREACH, DEFAULT, AND RECOVERY OF FUNDS

10.1 Suspension or Termination

10.1.1 General Termination: CCG may suspend or terminate this Agreement immediately upon delivery of written notice to the Subrecipient if CCG loses funding or discovers any illegal conduct or allegation of illegal conduct on the part of Subrecipient. In the event of termination of this Agreement prior to the end of the term for any reason, Subrecipient shall immediately return all property, equipment, materials, and/or supplies purchased pursuant to this Agreement and any unexpended portion of the funds received by Subrecipient to CCG.

10.1.2 Termination for Failure to Materially Comply: In accordance with 2 C.F.R. §§ 200.339 and 200.340, CCG may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and federal guidelines, policies or directives as may become applicable at any time;
- b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Ineffective or improper use of funds provided under this Agreement; or
- d. Submission by the Subrecipient to CCG reports that are incorrect or incomplete in any material respect.

10.1.3 Termination for Convenience: In accordance with 2 C.F.R. §200.340, this Agreement may also be terminated for convenience by either CCG or Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If either Party wishes to terminate this Agreement for convenience, it must do so by providing thirty (30) days' Notice to the other Party.

10.2 Other Remedies for Failure to Comply: If Subrecipient materially fails to comply with a term of CCG's federal award, federal, state, or local law, an assurance, this Agreement, or any other applicable rule, CCG may take any or all of the following actions it deems appropriate in the circumstances:

- a. Demand repayment to CCG of all or part of the funds subject to this Agreement;
- b. Withhold further awards for the Program identified in this Agreement;

- c. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Agreement.

10.3 Refund Provision: If, at any point and for any reason, the Department of Treasury rescinds or seeks to recover from CCG American Rescue Plan Act funds, CCG may rescind the funds subject to this Agreement from Subrecipient. In the event or to the extent that Subrecipient has expended those funds pursuant to the terms of this Agreement, Subrecipient, at CCG or the Department of Treasury's discretion, may be required to refund those funds to CCG from another source.

ARTICLE XI

PERSONNEL PROVISIONS

11.1 Independent Contractor: Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. CCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor. Neither of the parties shall be construed to be the agent, partner, co-venturer, employee or representative of the other party.

11.2 Workers' Compensation: Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

11.3 Civil Rights

11.3.1 Compliance

11.3.1.1 The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and related executive orders.

11.3.1.2 Regarding Equal Employment Opportunity, Subrecipient agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that Subrecipient will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

11.3.2 Nondiscrimination: Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders.

11.3.3 Section 504: Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. CCG shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

11.4 Affirmative Action

11.4.1 Approved Plan: Subrecipient agrees that it shall be committed to carry out pursuant to CCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

11.4.2 Women- and Minority-Owned Businesses (W/MBE): Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this agreement. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

11.4.3 Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement: Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient; state that it is an Equal Opportunity or Affirmative Action employer.

11.5 Employee Verification: Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. Compliance with 8 U.S.C. § 1621, the Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement.

11.6 Conflict of Interest: Subrecipient agrees to abide by the provisions of 2 C.F.R. §§ 317 and 318 which include (but are not limited to) the following:

11.6.1 Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

11.6.2 No employee, officer or agent of Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds made available under this Agreement, or program income generated hereunder, if a conflict of interest, real or apparent, would be involved.

ARTICLE XII RESTRICTIONS ON USE OF FUNDS AND CONDUCT

12.1 Restrictions on Use of Funds – Generally: Subrecipient is prohibited from using funds subject to this Agreement or personnel employed in the administration of the Program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

12.1.1 Hatch Act: Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C..

12.1.2 Religious Activity: Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities such as worship, religious instruction,

or proselytization.

12.2 Conduct

12.2.1 Assignability: Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of CCG; provided, however, that claims for money due or to become due to Subrecipient from CCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to CCG.

12.2.1 Indemnity: Subrecipient waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless CCG, its officers and employees, (collectively, "Releasees"), from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, for any loss or damage for bodily injury, property damages and attorneys' fees related thereto, caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Subrecipient, its agents, employees, subcontractors, or others working at the direction or on behalf of Subrecipient. Subrecipient's obligation to indemnify any Releasees shall survive the expiration or termination of this Agreement by either Party for any reason.

12.2.3 Subcontracts:

12.2.3.1 Monitoring: Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

12.2.3.2 Content: Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

12.2.3.3 Selection Process: Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements.

12.2.4 Lobbying: Subrecipient hereby certifies that:

12.2.4.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;

12.2.4.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

12.2.4.3 It will require that the language of paragraph (6) of this certification be

included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.

12.3 Copyright: If this Agreement results in any copyrightable material or inventions, CCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

ARTICLE XIII **OVERSIGHT AUTHORITIES**

13.1 Oversight. CCG shall have authority to perform any and all necessary oversight functions to ensure Subrecipient's proper management and compliance with federal grant management requirements, including but not limited to the requirements of 2 C.F.R. Part 200 and Federal Awarding Agency requirements under the Prime Award.

13.1.1 Evaluation and Inspection. In furtherance of CCG's obligations under 2 C.F.R. §§ 200.329 and 200.332(d), Subrecipient agrees to permit CCG and the Federal Awarding Agency, or any of their duly authorized representatives, to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of work and activities performed under this Agreement, the proper expenditure of federal funds, as well as the proper allocation of funds awarded hereunder to the approved Scope of Project described in Article III. CCG's evaluation and inspection methods include, but are not limited to: (i) scheduled and unscheduled site visits and (ii) reviews and/or audits of records related to the performance of this Agreement. To the extent feasible, and when advance notice would not frustrate the purpose of the inspection, CCG shall provide advance notice to Subrecipient, usually seven (7) calendar days, of site visits or audits.

13.1.2 Outside Audit or Monitoring Firm Support. Subrecipient acknowledges and agrees that CCG may carry out its oversight functions directly or through engagement of an audit or monitoring firm or other appropriate contracted support. In the event a third party is engaged to assist with any audit or monitoring functions, CCG shall require such entity to sign a reasonable nondisclosure agreement preventing disclosure of Subrecipient's proprietary or otherwise sensitive information to the extent such nondisclosure agreement would not frustrate the purpose of the review.

13.2 Remedies for Non-Compliance. If Subrecipient fails to comply with the terms and conditions of this subaward, CCG may impose additional conditions on Subrecipient as described at 2 C.F.R. § 200.208 (Specific conditions). If, in its sole discretion, CCG determines that non-compliance cannot be remedied by imposing special conditions, in accordance with 2 C.F.R. § 200.339 (Remedies for noncompliance), CCG may: (i) temporarily withhold cash payment pending correction of the deficiency; (ii) disallow all or part of the cost of the activity or action not in compliance; (iii) wholly or partly suspend or terminate this subaward of federal funds; (iv) withhold further awards; or (v) take other remedies that may be legally available.

13.3 Significant Developments. Pursuant to 2 C.F.R. § 200.329(d), as soon as any such condition becomes known, Subrecipient shall report to CCG: (i) problems, delays, or adverse

conditions which may materially impair the ability of Subrecipient to meet the objectives of the subaward, and (ii) favorable developments which may enable Subrecipient to meet time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

13.4 Good Faith Compliance Cooperation. The Parties acknowledge that they share the goals of compliance with federal requirements and efficient performance of this Agreement in furtherance of carrying out the overall project under the Prime Award. Subrecipient hereby confirms that it will raise compliance questions in advance where feasible to avoid possible instances of noncompliance. CCG hereby confirms that it shall provide reasonable technical assistance and guidance relating to grant management requirements in response to specific questions posed by Subrecipient.

13.5 Survival. The rights and obligations of this Article XII (Oversight Authorities) shall survive the termination or expiration of this Agreement.

ARTICLE XIV **GENERAL PROVISIONS**

14.1 Severability: If any provision of this Agreement is held as a matter of law to be invalid, unenforceable, or illegal, the remainder of the Agreement shall be enforceable without such provision.

14.2 Waiver: CCG's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the CCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

14.3 Section Headings and Subheadings: The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

14.4 Entire Agreement: This Agreement, including Exhibits hereto, constitutes the entire agreement between CCG and Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CCG and Subrecipient with respect to this Agreement.

14.5 Choice of Law, Venue, Right to Jury Trial: This Agreement shall be governed by the laws of the State of Georgia, and the Parties agree that exclusive venue for any dispute arising from this Agreement shall be in Muscogee County State or Superior Court, or the United States District Court for the Middle District of Georgia. CCG does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by CCG under the Eleventh Amendment of the United States Constitution.

14.6 Counterparts: This Agreement may *not* be executed in separate counterparts.

14.7 Electronic Representations and Records: Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

14.8 Debarment and Suspension. Subrecipient certifies that neither it, nor any of its principal

employees, has been debarred, excluded or suspended from participation in federal programs or in federally-funded contracts, in accordance with Executive Order 12549 and Executive Order 12689, entitled "Debarment and Suspension," and any applicable implementing regulations.

14.9 Clean Air Act and Federal Water Pollution Control Act. Subrecipient agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. § 1857 *et. seq.*) and the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*), as amended.

14.10 On-line Searchable Databases.

14.10.1 OIG Databases. Subrecipient agrees that prior to adding a member to its Board of Directors, employing or contracting with any individual, or contracting with any other entity, Subrecipient will review on-line searchable databases available to determine exclusion, suspension and/or debarment status of such individual/entity, including, but not limited to, the List of Excluded Individuals and Entities ("LEIE") Database and the Exclusions Database operated by the HHS Office of Inspector General ("OIG"). Subrecipient agrees to check the LEIE and OIG databases on a monthly basis and shall notify CCG immediately if an employee or contractor is listed on either LEIE or the OIG database.

14.10.2 System for Award Management. Subrecipient agrees that, to the extent required by 2 C.F.R. Part 180, prior to engaging any contractor for supplies or services with funds furnished under this Agreement, it shall review the System for Award Management ("SAM") Excluded Parties List System ("EPLS") operated by the General Services Administration ("GSA") to determine whether the prospective contractor is suspended, debarred, or otherwise excluded.

14.11 Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.

14.11.1 Rights. This subaward of federal funds and employees working on this Agreement will be subject to the whistleblower rights and remedies established at 41 U.S.C. § 4712.

14.11.2 Inform Employees. Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in 48 C.F.R. § 3.908.

14.11.3 Inclusion in Subcontracts. Subrecipient shall insert the substance of all of this Section K (Whistleblower Rights), including this paragraph, in all contracts over the simplified acquisition threshold as defined in 2 C.F.R. § 200.1 (currently, two hundred and fifty thousand dollars (\$250,000.00)).

14.12 Mandatory Disclosures. In accordance with 2 C.F.R. § 200.113, Subrecipient shall disclose in a timely manner in writing to CCG all violations of federal criminal law involving fraud, bribery, or gratuities potentially affecting the Prime Award.

14.13 FFATA Subaward Reporting System. Subrecipient agrees to comply with the Federal Funding Accountability and Transparency Act ("FFATA") and, if applicable, to provide any information required by CCG thereunder to meet its reporting obligations.

14.14 No Intended Third Party Beneficiaries. There are no intended third party beneficiaries of this Agreement. Neither the beneficiaries of the grant project nor any individuals who may have

a role in implementing the project (including, but not limited to, project directors or principal investigators) shall have, or be construed as having, any rights whatsoever to enforce the terms of this Agreement.

14.15 Assurances for Construction Subawards:

14.15.1 If applicable, Subrecipient will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications;

14.15.2 Subrecipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or CCG;

14.15.3 Subrecipient will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures;

14.15.4 Subrecipient will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases;

14.15.5 Subrecipient will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327333) regarding labor standards for federally-assisted construction subagreements;

14.15.6 Subrecipient will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;

14.15.7 Subrecipient will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) if applicable, assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);

14.15.8 Subrecipient will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system;

14.15.9 Subrecipient will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

ARTICLE XV
TERM

15.1 Term. This Agreement shall take effect upon execution by both Parties and shall remain in effect for a period of 24 months unless sooner terminated pursuant to Article X (SUSPENSION, TERMINATION, BREACH, DEFAULT, AND RECOVERY OF FUNDS).

15.2 Renewal. This Agreement shall not be renewed unless mutually agreed upon by both Parties (30) day's prior to the expiration of this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

WHEREFORE, the Parties, having read and understood the terms of this agreement and having all required authority, do hereby agree to such terms by execution of their signatures below.

On Behalf of the Columbus, Georgia Consolidated Government:

By: _____ Date: _____
Isaiah Hugley, City Manager

Attest: _____ Date: _____
Sandra T. Davis, Clerk of Council

(SEAL)

On Behalf of the West Central Health District - Columbus Department of Public Health

By: _____ Date: _____
Dr. Beverly Townsend, District Health Director

Attest: _____

Date: _____

DRAFT

EXHIBIT A **SCOPE OF WORK**

The Cure Violence Epidemic Control (Health) Model is a data-driven, research-based, and community-centric approach to violence prevention. Violence clusters, spreads, and transmits like a contagious disease which are the characteristics of an epidemic. By partnering with the Columbus Health Dept and taking the health approach we are re-understanding violence to reduce the inequities of marginalized communities and promote understanding of the contributing factors of violence. It has been shown that a person's risk of adopting violent behavior is increased based on their exposure to violence. It is time to view this untreated and misdiagnosed health problem through a new lens.

The Cure Violence program utilizes street and hospital level intervention techniques based on a public health perspective. The program would be implemented and managed under the Columbus Health Dept to provide accountability, develop intervention strategies, guide partnership direction, and manage funding distribution to successfully reduce violence exposure. The model has specificity that includes five total components that are required for it to be a successful Cure Violence program.

Three Core Components

1. Detect and interrupt potentially violent conflicts through trained credible workers
2. Provide ongoing behavior change and support to the high-risk individuals through trained credible workers
3. Change community and group norms that allow, encourage, and exacerbate violence in chronically violent neighborhoods to healthy choices that reject the use of violence

Two Implementing Components

1. Continually analyze data to ensure proper implementation and changes in violent events
2. Provide training and technical assistance to workers, program managers and implementing agency covering the necessary skills to implement the model correctly and successfully

Cure Violence works by interrupting the transmission of retaliatory violence, facilitating behavior change by individuals identified as high-risk for committing violence through connections to resources and ongoing support, and organizing community members to change community norms towards a non-violent culture.

Community workers are the credible messengers/workers known as 'Interrupters'. Along with support from local agencies and law enforcement, will enable the 3-tiered approach of Cure Violence to be effective. Interrupters are people with a credible and respected status in the impacted communities, that are influential with the individuals at highest risk of committing shootings or violent crimes. They can build trusting relationships with the drivers of violence in a community, due to their own past experiences on the street.

**EXHIBIT B
PROGRAM BUDGET**

Cure Violence Columbus Proposed Budget for Year One

UNIT	Unit Cost	# of Units	Annual Total
Field Supervisor (AV2- GH)	\$27,248.00	2	\$54,597.50
Fringe Benefits (61.7%)	\$16,812.48	2	\$33,624.96
Community Advocate/Violence Interrupter(VI) / Outreach Worker	\$22,620.00	10	\$226,200.00
Implementation Technical Assistance, Hiring/Consultants and Program Monitoring	\$11,250	4	\$45,000.00
Community Advocate (VI) and Reduction Training (VIRT)	\$6250.00	4	\$25,000.00
Program Management / Supervision Training	\$6250.00	4	\$25,000.00
CV CommCare Database Training	\$6250.00	4	\$25,000.00
Printed Promotional	\$8800.00	4	\$30,097.54
TV/Digital Media	\$4000.00	4	\$16,000.00
Equipment: Computers/Laptop	\$1000.00	4	\$ 4,000.00
Equipment: Radios/Cellphone/Office Phone	\$1000.00	4	\$ 4,000.00
Equipment: Phone System (VoIP)	\$50.00	12	\$ 600.00
Postage and Shipping	\$165.00	12	\$ 1,980.00
Supplies	\$200.00	12	\$ 3,000.00
Information Technology	\$250.00	12	\$ 3,000.00
Automotive/Travel*	\$250.00	12	\$ 3,000.00
		Total	\$500,000.00

EXHIBIT C
PROPOSAL



CURE VIOLENCE GLOBAL
COLUMBUS, GA ASSESSMENT
JANUARY 18, 2022
FINAL

OBJECTIVE OF ASSESSMENT VISIT

The Cure Violence Global (CVG) Training & Technical Assistance Team conducts assessment visits to determine if local political will and capacity exists to implement the CVG model. The assessment visits are conducted by engaging stakeholders, community organizations, and individuals to familiarize them with the CVG model, to review data to determine potential target areas, develop partnerships, meet with possible workers, and develop potential program structures for future implementation. Specifically, the assessment seeks to determine the following:

- (1) Is there a governmental or non-governmental agency with the capacity and will to implement the CVG model with fidelity?
- (2) Does official and unofficial data exist about violent incidents to focus, monitor, and measure the implementation of the model?
- (3) Does official and unofficial data exist about the nature of violent incidents to determine if the CVG model is appropriate?
- (4) Does official and unofficial data exist to create criteria to identify the highest risk target population for focusing implementation?
- (5) Do community organizations exist who fit the CVG criteria to serve as partners to implement the model?
- (6) Do individuals exist who could fulfill the role of Violence Interrupters and/or Outreach Workers?
- (7) Is there enough information to determine initial program recommendations for program size, budget, recruitment strategies, and ongoing training and technical assistance plan from CVG?

Due to the COVID pandemic, CVG adapted the assessment process to include several virtual meetings to minimize the number of “in person” meetings.

COLUMBUS ASSESSMENT SCHEDULE AND ACTIVITIES

CVG worked closely with Cure Violence Columbus over the course of seven months to complete the assessment through the four distinct phases which included (1) CVG 101 Informational meetings for a broad range of stakeholders including government agencies, hospitals, service providers, and community-based organizations (virtual), (2) Smaller stakeholder meetings with a subset of attendees of the CVG 101 presentations (virtual); (3) In person visit to Columbus which took place in September of 2021, and then the (4) Determination of next steps with the submission of the assessment report. The schedule of the “In person visit” included:

Tuesday September 28th Agenda:

- i. 9:00am - Meet at Marriott Hotel on Front Avenue and head to Benning Park area with Brent and AT to survey the area
- ii. 11:00 – Have AT back at hotel for meeting.
- iii. 12:30 – 1:30 – CV Community Collaboration Zoom call with United Way Team
- iv. 5:30 – Brent and Reggie will attend Council Meeting
- v. 6:00 – 7:30- Cedric and AT will kick-off Community Meeting at Frank Chester Rec Center

Wednesday September 29th Agenda

- i. 9:00-9:45 – Community Foundation Meeting 1340 13th Street to meet with Betsy Covington
- ii. 10:00-12:00 – Oakland Park area visit
- iii. 1:00- 3:00- East Carver Heights area visit
- iv. 6:00 -7:30- Michael Fluellen Rec Center Community Meeting

Thursday September 30th Agenda

- I. 9:00-10:30 - Goodwill of Southern Rivers Partner Meeting
- II. 10:30 –Overflo Barbershop or First Baptist Center on Victory Drive
- III. 12:00 - Debriefing

CURE VIOLENCE GLOBAL BACKGROUND

For more than 20 years, Cure Violence Global has successfully worked to reduce violence in some of the most violent communities in the United States and around the world, advancing a new health paradigm on violence and a scientific approach to preventing it. This approach is grounded in an understanding that violence exhibits hallmarks of an infectious disease. It behaves with a contagious nature; it is acquired and biologically processed, perpetuated through social norms and peer reinforcement, and can be prevented using disease control methodology.

Like an epidemic disease, violence clusters and spreads geographically (Slutkin, 2013; Zeoli, Pizarro, Grady, & Melde, 2012). Many types of violence are transmitted between individuals, including child abuse (Widom, 1999), community violence (Bingenheimer, 2005; Spano, Rivera, & Bolland, 2010), intimate partner violence (Ehrensaft, Cohen, & Brown, 2003), and suicide (Gould & Kramer, 2001; Gould & Lake, 2013). Furthermore, violence can transmute -- exposure to one form of violence increases not only the likelihood of engaging in that type of violence, but others as well. For instance, exposure to

community violence has been shown to increase one's risk of perpetrating domestic violence (Abramsky, et al., 2011) and exposure to war violence one's risk of engaging in community violence (MacManus, et al., 2013). Research further demonstrates a transactional relationship between suicide and other forms of violence, with a history of violence increasing one's risk of suicide and a history of suicidality increasing the propensity for engaging in other types of violence (Van Dulmen et al., 2013).

The Cure Violence Global model is based on the World Health Organization's epidemic control approach for stopping the spread of infectious diseases such as AIDS, cholera, and tuberculosis. The model advances a prevention methodology to identify and detect violent events; interrupt, intervene and reduce risk of their occurrence; and change the behaviors and norms that perpetuate violence. This method begins with epidemiological analysis of the clusters involved and transmission dynamics and uses several new categories of paraprofessional health workers to interrupt transmission to stop the spread and to change norms around the use of violence. Central to this approach is the use of workers viewed as trustworthy and credible by the population being served. This is best accomplished by hiring workers who are from the same community and have had similar life experiences (i.e., community health workers). Workers are trained as disease control workers, like tuberculosis workers, and receive extensive training in methods of mediation, behavior change, and norm change. Cure Violence Global has extensive experience bringing its health-based violence prevention model to scale in Chicago and working with implementation partners to bring the model to scale in other cities.

The model is currently being implemented in more than 50 sites in 25 cities in 10 countries (currently, Mexico, Honduras, El Salvador, Colombia, Argentina, Trinidad and Tobago, South Africa, Canada, Syria, the West Bank, and the United States). While many cities have multiple program sites, the largest scaling of the model to date has occurred in New York, which began as one program site in Brooklyn and has now expanded to more than 30 Cure Violence program sites in nine cities throughout the state. This expansion was made possible in part through the success of the initial seed program, which was found to be highly effective at reducing violence in an independent evaluation. The evaluation's findings provided policymakers with the evidence needed to support the program, which now receives more than \$20 million in annual funding from state and local governments.

For several reasons, model adaptation is eminently scalable. As it has evolved, the Cure Violence approach to model adaptation and diffusion lends itself to replication and scalability. Because Cure Violence has developed an approach rather than a program, per se, and does not typically implement the model directly, it develops extensive training materials and protocols to guide each implementation and adaptation and has a robust training and technical assistance initiative to oversee model implementation nationally. Cure Violence's replication approach calls for the identification of and collaboration with local partner organizations that have the capacity, credibility, and desire to operate a local program, with Cure Violence providing start-up training, ongoing technical assistance, a peer learning network, and process evaluation to ensure fidelity to the approach.

As noted, the Cure Violence Global model is derived from epidemiological disease control methods. Three main strategies are used in reversing infectious epidemic processes: (1) detecting and interrupting ongoing and potentially new infectious events; (2) determining who are most likely to cause further infectious events from the infected population and then reducing their likelihood of developing disease and/or subsequently transmitting; and (3) changing the underlying social and behavioral norms, or environmental conditions, that directly relate to the spread of the infection (Nelson and Williams, 2007; Heymann, 2008).

The Cure Violence Global method begins by examining the clusters involved and transmission dynamics and uses several new types of disease control workers -- including violence interrupters and outreach

behavior change agents -- to interrupt transmission (or the contagion), to stop the spread of the violence disease, and to change underlying norms. Workers are trained similarly to tuberculosis or HIV/AIDS workers to help find cases and ensure that persons are sufficiently rendered noninfectious (albeit in the case of tuberculosis using antimicrobial agents) (Slutkin, et al., 2006). However, tuberculosis outreach workers also require the use of persuasion (e.g., for taking medications) to ensure that effective change is occurring. Cure Violence Global disease control workers are trained in modern methods of persuasion, behavior change, and community norm change — all of which are essential for limiting the spread of outbreaks of violence. The principles underpinning the approach derive from current knowledge of social psychology and brain research, just as the principles for controlling other infectious diseases stem from understanding their underlying mechanisms and patterns of flow.

One of these principles involves employing persons from the same “in-group” as change agents, which reduces defiance and engenders trust, credibility, and access. Several cognitive processes are sensitive to group membership and for assessing “us” or “them” (Mathur, Harada, Lipke, & Chiao, 2010; Bruneau, Dufour, & Saxe, 2012), and determining whether someone is working in your own interest or not. Behavior change is enhanced through the use of credible messengers, as well as ensuring that the new behaviors are acceptable, doable (i.e., potential barriers to engaging in the behaviors are mitigated) and feel right socially. Messages need to be constructed to include new information about the behavior and new skills to be practiced and to trigger positive rather than negative reactions from peers.

Changing norms is done most effectively by bringing some of these practices to scale, and by questioning existing norms and proscribing new norms at population levels. As thoughts, behavioral scripts, and norms are transmissible, new scripts and norms are developed and a new set of behaviors becomes the norm. Interruption is essential; however, brain processes, including preexisting emotional dysregulation as well as continued peer pressures to belong, remain problems if unattended to or untreated.

In community violence implementation sites, trained health workers called violence interrupters and outreach workers (in some adaptation these positions are combined) prevent violence by identifying and mediating potentially lethal conflicts in the community (violence detection and interruption) and following up to ensure that the conflict does not reignite.

Whenever a shooting happens, trained workers immediately mobilize in the community and at the hospital to cool down emotions and prevent retaliations – working with the victims, friends and family of the victim, and anyone else connected with the event. Workers also identify ongoing conflicts by talking to key people in the community about ongoing disputes, recent arrests, recent prison releases, and other situations and use mediation techniques to resolve them peacefully. Workers follow up with conflicts for as long as needed, sometimes for months, to ensure that the conflict does not become violent.

Outreach Workers also work intensively with a caseload (15 - 20) of the highest risk individuals to decrease the use of violence (behavior change of highest risk) by establishing contact, meeting them where they are at, developing trusting relationships, talking to them about the consequences of engaging in violence, teaching alternative responses to violence triggers, and helping them to obtain the social services and community resources they need such as job training, employment, and drug treatment, to shift their violent trajectory.

Finally, workers engage leaders in the community as well as community residents, local business owners, faith leaders, service providers, and at-risk individuals, promulgating the message that violence should not be viewed as normal but as a behavior that can be changed (norm change). Whenever a

shooting occurs, workers organize a public response during which dozens of community members voice their objection to the shooting. Workers also coordinate with existing and establish new block clubs, tenant councils, and neighborhood associations to build social cohesion and promote community safety. And, they distribute materials and host events to convey the message that violence is not acceptable.

The Cure Violence Global model has undergone 11 independent evaluations to date, all of which have reported statistically significant reductions in violence. A John Jay College of Criminal Justice evaluation of two New York City neighborhoods operating Cure Violence programs from 2014 to 2016 found steeper declines in acts of gun violence and increases in the expression of pro-social norms compared with similar neighborhoods not operating Cure Violence programs. The study found reductions across all measures, including a 63% reduction in shootings in one community, a 50% reduction in gunshot wounds in the other, less support for the use of violence, and greater confidence in police. An evaluation in three Philadelphia Police Service Areas found that the Cure Violence program was associated with a 30% reduction in the rate of shootings. A 2014 evaluation of two Chicago Cure Violence program neighborhoods showed a 31% reduction in homicides and a 19% reduction in shootings in targeted districts. A 2009 Northwestern University evaluation found that the model was associated with 16-34% reductions in shootings and 46-100% reductions in retaliatory homicides. A 2012 Johns Hopkins University evaluation found that Safe Streets, Cure Violence's partner in Baltimore, reduced killings up to 56%, and shootings up to 44%. In a study which will be released by Arizona State University in 2018, the adaptation of the Cure Violence model in East Port of Spain, Trinidad found "Based on a series of quasi-experimental designs using three independent data sets maintained and updated by different entities...found that the Cure Violence intervention was associated with significant and substantial reductions in violence."

ASSESSMENT FINDINGS

Cure Violence Global was able to determine that the city of Columbus exceeds the necessary local political will and capacity to implement the model through the leadership of Cure Violence Columbus. Below are brief descriptions of the finding of the assessment for element which is required to implement the CVG model.

(1) Is there a governmental or non-governmental agency with the capacity and will to implement the CVG model with fidelity?

Yes, CVG was able to determine during the assessment process that the City of Columbus has extremely high levels capacity, will, and commitment to implementing the model. The cross-sector group Cure Violence Columbus (CVC) includes citizens representing the health, law enforcement, small business and faith-based sectors, has formed with "[t]he sole purpose of reducing violence and creating healthy equitable Communities." CVC has organized a broad and comprehensive group of stakeholders which includes:

(1) **Community-Based Partners:** Mothers Against Gun Violence, Columbus Got Game, Truth Springs Academy, Columbus Rotary, House of Heroes, Habitat for Humanity, Boys and Girls Club, Goodwill Southern Rivers (The Bridge 15 week program), Neighborworks, Block Huggers, Overflo Ministries, SAVE, Turn Around Columbus, Columbus Chamber, Community Foundation, Columbus Optimist Club, Columbus Parks and Rec, Community Warriors (Mimi Woodson), United Way, Georgia Center for Opportunity, Hope Harbor, The Salvation Army, Safe Kids Columbus, Boyz2Men

(2) **Education Partners:** Troy University, Columbus Tech (re-entry), Hiring Well Doing Good, Muscogee County Schools, Columbus State University;

(3) **Hospitals and Mental Health Services:** Piedmont Columbus Regional Hospital, Pastoral Institute, Mercy Med, Valley Healthcare System, Bradley Center;

(4) **Department of Public Health and Schools of Public Health:** West Central Health District, University of Pittsburgh

(5) **Law Enforcement and Criminal Justice:** Columbus Police Department, Muscogee County Sheriff's Office; Phenix City Police Dept

(6) **Media:** WTVM (James Giles), J Love Media Production, Roy Hammer, WRBL (Michaela Leggett) Joseph Brennan, Urban Aesop Publications, David Hammond, Gregory Blue;

(7) **Faith-Based:** Community Chaplains, Howard Hooper, Dr. Flakes, Block Huggers, Dr. James Lewis, Dr. Sherman, Greater Peace (Pastor Neil), Pastor Adrian Chester, Metropolitan, Wyntonn Hill, Take the City, Young Life Columbus;

(8) **Community Leadership:** Mayor's Commission, City Council, Mayors Office, Greater Columbus Chamber of Commerce, State Representatives: Calvin Smyre, Carolyn Hugley, Ed Harbison, Debbie Buckner, Richard Smith, and Randy Robertson;

(9) **Social Service Providers:** Victim Advocacy, Hope Harbor, Safe Kids, Homeless Resource Network, Children's Tree House (Twin Cedars Youth and Family Services), United Way;

(10) **Local Business:** Daphne's Bridal Boutique, PTAP, Hybrid Fitness, Twisted Skillit, KOSMODIDIT, Media Mule, Morris Signs, Frank's Alley

(11) **Community Members:** Jacobee Love, Linda Robinson (Columbus Against Drugs), Doug McCloud, Sonny Rinker, Corey Black, Tacara Hemmingway (My Black has a Purpose), Dr. Kippins, Willy Phillips, Pauline Johnson, Sunny Rinker, Daisy Lynton (Black Nurses Association), Teddy Reese, Doug McLeod, Jerome Lawson, KD Dunnigan, Coach T Flowers, Norman Quarles, Tarhead, CJ Drinkard, David Daniels .

Through the leadership of CVC, the City Council allocated \$25,000 to conduct an assessment on the feasibility of Cure Violence in Columbus, GA. After the assessment, CVC can request up to \$500,000 to fund the first year of the program.

Health Department Oversight

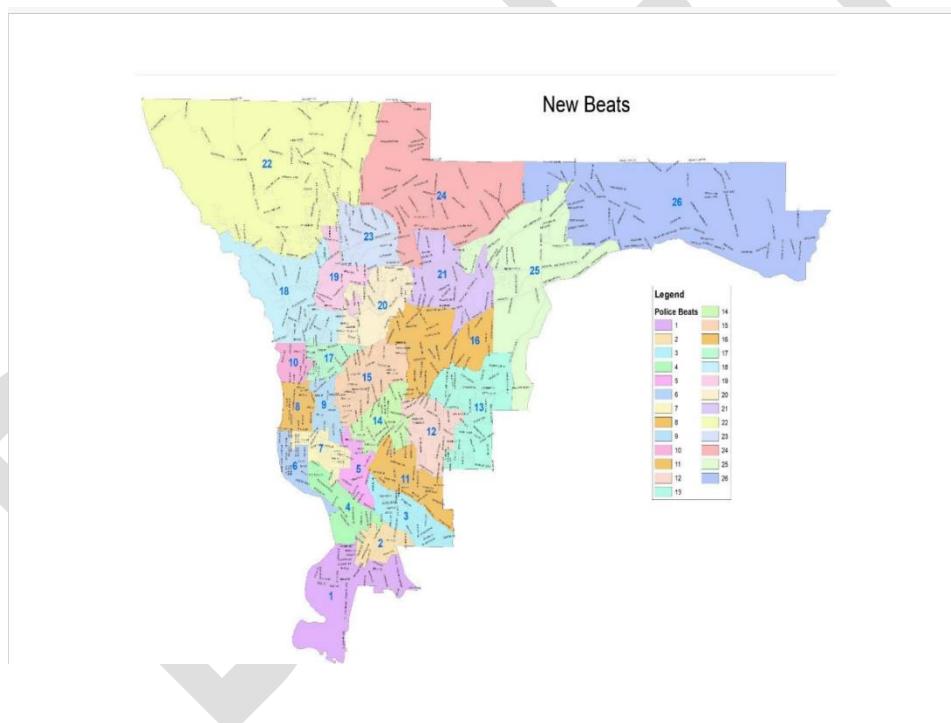
The West Central Health District of the Georgia Department of Public Health will provide primary oversight for implementation in Columbus, GA. The mission of the West Central Health District is to promote wellness and improve health outcomes through affordable services that inform the public, prevent disease and injury, protect life, and provide emergency preparedness with compassion, integrity and accountability. CVG's mission is uniquely aligned with the mission and vision of the West Central Health District, which has both capacity and experience in implementing interventions that are community engaged and transformative. **Dr. Asante Hilts**, program manager and epidemiologist with the West Central Health District, serves as an executive member of the Cure Violence Columbus team and will be the primary site contact with the West Central Health District. Hiring of program staff, staff and team support will operate through the West Central Health District, abiding by their equitable hiring

policies and procedures. Additionally, there are several existing programs that allow for the hiring and retention of employees with previous criminal history. As there is precedent for this through the district, hiring of all staff for Cure Violence Columbus will be conducted through the West Central Health District (<https://westcentralhealthdistrict.com/programs-services/cure-violence/>).

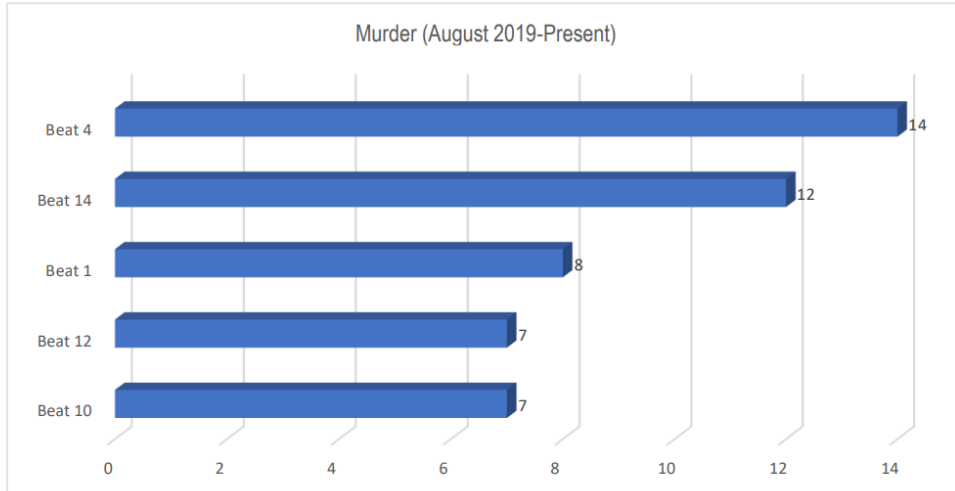
(2) Does official and unofficial data exist about violent incidents to focus, monitor, and measure the implementation of the model?

Yes, CVG was able to determine that The City of Columbus exceeds the data requirement for the CVG model to be successful. CVC has requested, organized, and analyzed data from the Columbus Police Department and the Piedmont Columbus Regional which can capture, focus, monitor measure, and ultimately report on the impact of the CVG model at the community level.

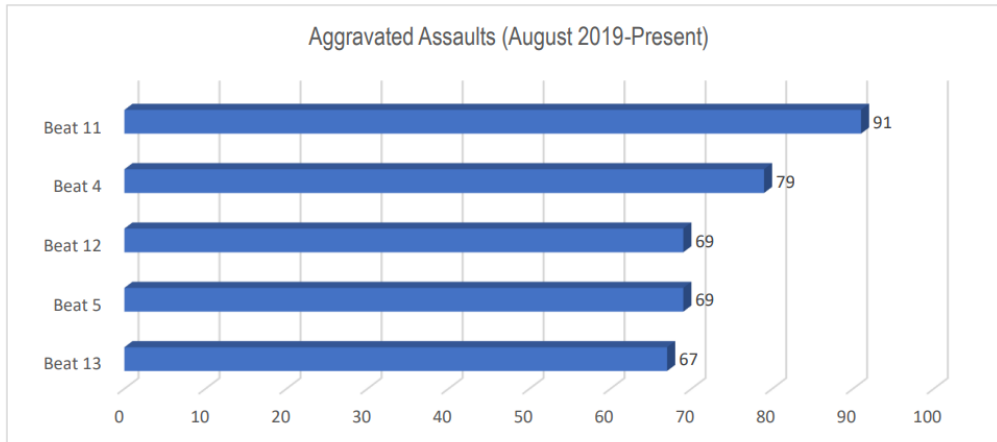
The available data identifies chronic “hot spots” to the level of beat and zip code where shootings and killings have persisted for several years to focus the intervention. Below are examples of the data for beat level, murder density for all of Columbus, and zip code hot spots from 2019 to present provided to CVC by Columbus Police Department. There are clear “hot spots” where the program can be implemented.



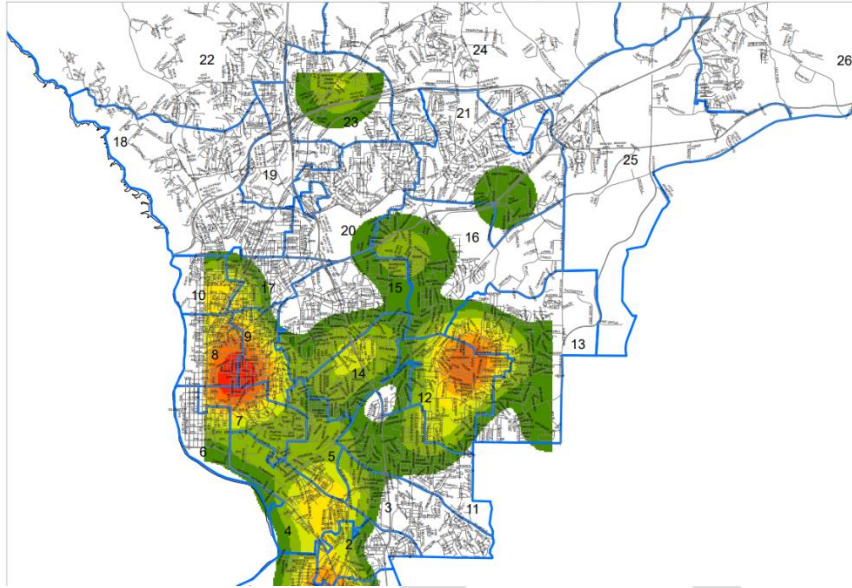
New Beats- 26 Beats





New Beats- 26 Beats



2021 Murders Density Map

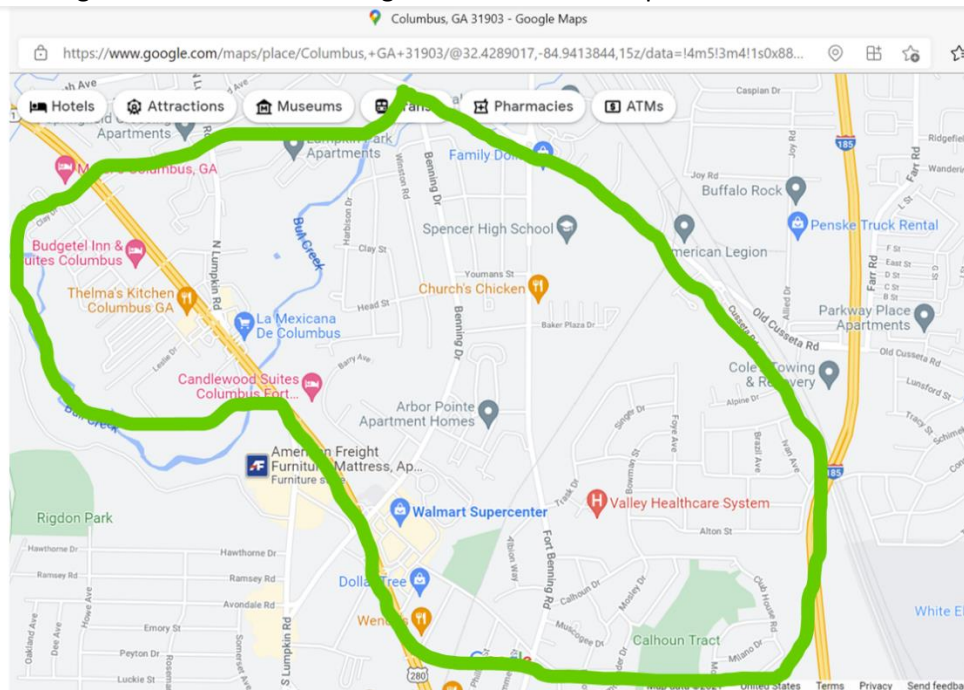


 Most Violent Crime Zones by Zipcode (31903, 31906, 31907) 			
Zone	Beat	Zipcode	Count
18	4	31903	15
25	3	31907	10
23	4	31903	10
56	5	31906	10
58	14	31906	10
14	2	31903	9
6	1	31903	8
40	11	31907	8
45	7	31906	8
17	4	31903	8
75	12	31907	8
48	11	31907	8

Prepared by: D. Copeland, Crime Analyst, Criminal Intelligence Unit
 Date Prepared & Released: Thursday, October 14, 2021
 Reviewed by: W. Norris, Sergeant, Criminal Intelligence Unit
 Authorized by: R. Graham, Deputy Chief, Office of Professional Standards

According to data reviewed, conversations held with stakeholders from the areas, and drive throughs in the target area during the assessment it has been determined that the dynamics of the “hot spots” are appropriate and consistent with other areas where the CVG model has been implemented. These dynamics included the existence of individuals and groups associated with violence (gangs, crews, clicks, etc.), high levels of social and economic inequity, illegal drug activity, high levels of robberies, and other crimes.

The specific target area which are being recommended to implement the CVG model is below:

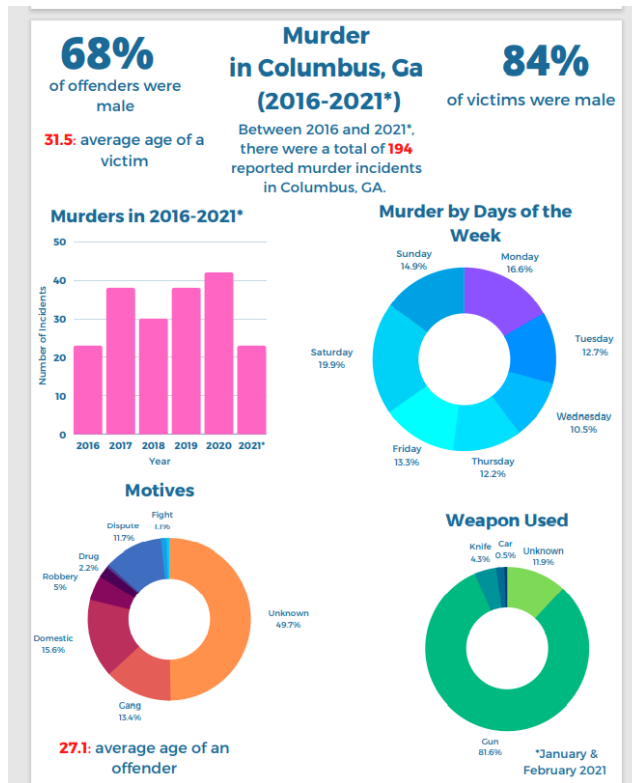


(3-4) Does official and unofficial data exist to determine if the CVG model is appropriate and identify the highest risk target population for focusing implementation?

Yes, the data CVG was able to review the data provided by CVC during the assessment process which demonstrated the nature of the violent incidents is consistent with other areas where the CVG model has been implemented. Meaning, that the shootings and homicides take place in mostly public spaces in the community between individuals and groups who are in conflict for various reasons ranging from sale of narcotics to interpersonal conflicts (often fueled by social media) to other “on the spot” transactional disputes.

As can be noted below there are also clear trends in the available data to identify who is at highest risk in Columbus to focus the implementation of the CVG model. Additionally, in speaking with many community stakeholders, the understanding of who is most likely to be involved in the shootings and homicides is consistent with other cities where the CVG model has been implemented successfully.

In the infographic designed by CVC with data provided by the Columbus Police Department we can see the ages, genders, motives, weapons used, and days of week murders from 2016 to 2021 (Jan-Feb):



In additional analysis done by CVC, we see that in Columbus, “[c]rimes in which black males were victims and offenders comprised of 17.02% of all robbery, rape, and aggravated assault incidents from 2016-2021*. Black victims (male, female, & unknown) comprised of 61.18% of all robbery, rape, and aggravated assault incidents from 2016-2021*. Black offenders (male, female, & unknown) comprised of 56.91% of all robbery, rape, and aggravated assault incidents from 2016-2021.*” For the Black males who are 35.07% of all victims; have the Mean age of 31.2, the median age of 24, and the most common age bracket of 18 to 23. The offenders which are 51.46% black men, with the mean age 25.2,* the median age of 28, and the most common age bracket of 16 to 22.” (CVC Strategic Plan, Dorbu, 2021).

(5) Do community organizations exist who fit the CVG criteria to serve as partners to implement the model?

Yes, CVG was able to determine during the assessment process that community organizations do exist who fit the criteria to implement the model. Implementation at the community level requires a community-based organization capable of providing oversight of the day-to-day program operations. The criteria for community-based implementation partners are as follows:

- Mission in sync with Cure Violence model and health approach
- Strong ties to the target community
- Viewed as credible, trusted, and neutral by target community and highest risk individuals
- Able to participate in recruitment of potential workers for the target area
- Able and willing to hire and work with individuals with criminal histories/come from the groups in conflict in target area
- History of direct violence prevention or related work
- Experience of managing grants and contracts

- Experience producing detailed reports on regular basis
- Organizational capacity to support and supervise staff and to provide fiscal oversight

CVG was able to meet with several individuals and organizations that demonstrated great concern and commitment to the community throughout the course of the assessment process in Columbus. Many of which are partners and stakeholders of CVC. They have areas of work which included legal services, large and small activities for the community, provision of supportive services, mental health services, re-entry work, life skills, sporting activities for youth, mentorship programs, food, and clothing distribution.

It is not uncommon that organizations with the best relationships with the highest risk in the target area do not have the full capacity to provide fiscal oversight. Additional support for administration may be needed to bolster existing candidate organizations. In CVG's experience that can be achieved through a fiscal agent or housing the program in larger organization. Other cities have decided to "house" the program in a health department or similar institution. In this instance, the managers, violence interrupters, and outreach workers are state/county employees and implement the model as such as part of an existing department or division. Hiring practices and other HR considerations must be mapped out clearly to ensure that no barriers are put in place which preclude hiring staff that meet the criteria. It is also important to consider how the health department is viewed by the community and is it accessible during the typical hours of operation of the CVG model (evenings, nights, and weekends).

During the assessment visit, it was determined that the West Central Health District of the Georgia Department of Public Health meets all criteria to implement the program. It appears to have good relationships with the community, as a health department has a mission which is in sync with CVG, is willing to hire and work with individuals with criminal histories/come from the groups in conflict in target area and meets all the fiscal and reporting requirements. The conversations with other community stakeholders confirmed that it could make sense for the health department to potentially serve as the partner for implementation.

(6) Do individuals exist who could fulfill the role of Violence Interrupters and/or Outreach Workers?

Yes, CVG was able to determine during the assessment process that individuals do exist who can fulfill the roles of violence interrupter and outreach worker. The best "change agents" for interrupting violence have in many cases lived the same type of life as those who are being affected by violence and are connected to the community where the initiative is being implemented. Characteristics include:

- Has credibility with the highest risk individuals and groups in the target area
- Has relationships (inroads) with the highest risk individuals and groups in the target area
- Has prior ties to gangs or crew, cliques, drug crews, etc., in the target area
- May have been incarcerated for a violent offense
- Resides in or is from the target area
- No longer active in violence, criminal activity, or substance abuse
- Can work as part of a team

CVG was able to meet with individuals from the "hot spot" communities who clearly fit the profile to fulfill the role of violence interrupters and outreach workers during the in-person site visit in September of 2021. CVG is confident that CVC and the selected Community Based Partner will be able to recruit workers who fit the profile to serve as Violence Interrupters and Outreach Workers.

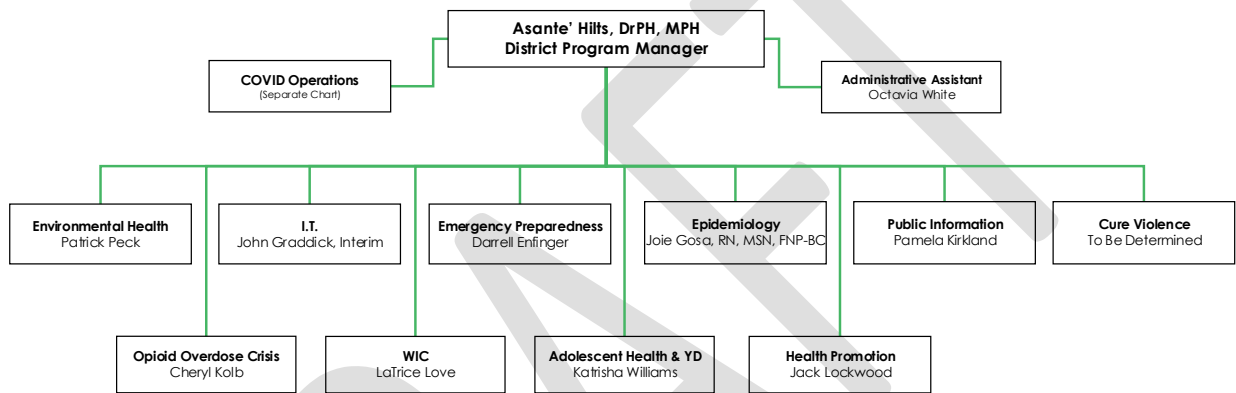
(7) Determine initial program recommendations for program size, budget, recruitment strategies, and ongoing training and technical assistance plan from CVG

Program Size and Organizational Structure

Based on the size and the scope of the violence in potential target area, CVG recommends a program 8-10-line staff to cover the area. This staffing pattern would include one program manager, one supervisor, three to six Community Advocate/Violence Interrupters and two Outreach Workers. The estimated budget for setting up a program of this size and scope is between \$550k - \$650K for one year. Local costs and factors will need be considered to finalize the program budgets.



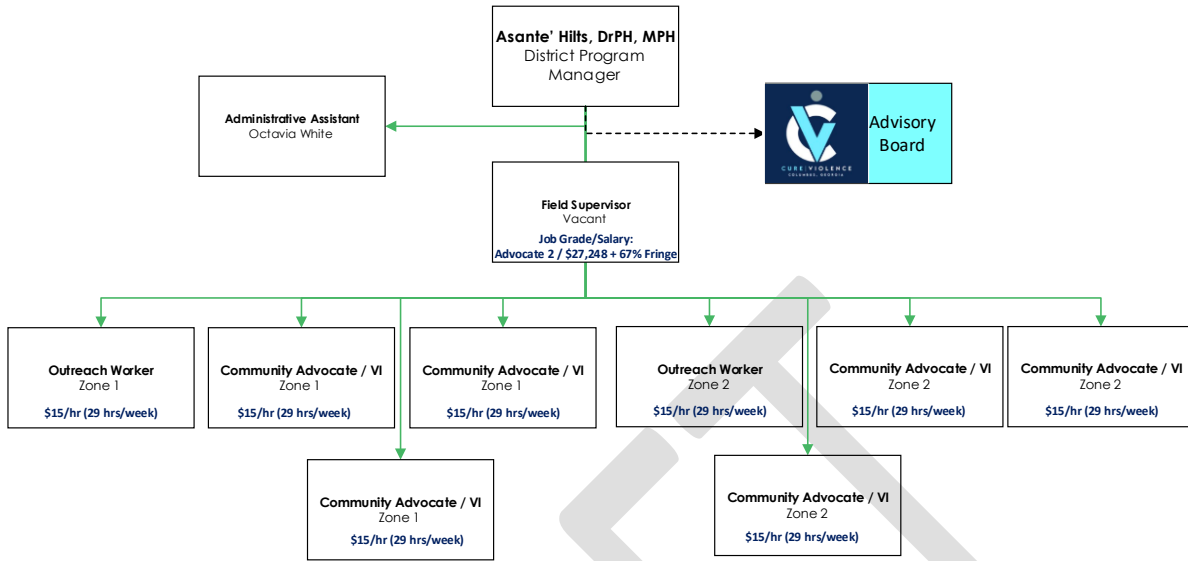
West Central Health District District Programs



FY22 January 2022



West Central Health District Cure Violence Program



FY22 January 2022

Note: The Cure Violence Columbus founding members will play an in-kind advisory board role and not receive any compensation or salary from this program or the West Central Health District.

Cure Violence Technical Assistance

Cure Violence Global preposes the following training and technical assistance (TTA) to ensure the successful implementation of the model in Columbus. The TTA will include:

1. Assistance with Request for Proposal (RFP) Process

- a) CVG will provide examples of RFPs used by other cities to select the Community Based Partner. The sample RFP can be adapted to local procurement laws and processes. The RFP review committee and eventually the hiring panel should include community members and leaders identified during the assessment.

2. On-Board Training

- a) Two-day onboarding training for community-based partner and governmental oversight agency. The two-day Onboarding Training is designed to equip the governmental oversight and community-based partner with the necessary information and skill associated with the successful implementation of the CVG model. All critical implementation issues are addressed, and specific action plans are developed for the first three to six months of programming.

3. Recruitment and Hiring of Staff

- a) To ensure uniform recruitment and hiring practices. The CVG model uses hiring panels to hire all violence interrupters and outreach workers which include representatives from the implementing agency (i.e., CVC and representatives from health department), community-based partner organizations (CBO), local faith leaders, community residents, and law enforcement, to ensure that the best candidates are selected for each target area. These following are tools which are used to ensure the best candidates are recruited and selected:
 - i. The prescreening checklist to ensure that sufficient background work has been done with the potential candidate to determine that they are suitable to serve as a staff member and have a reliable personal support system.
 - ii. The panel briefing form to assist in educating all members of the panel on the goals and objectives of the hiring panel and their participation to ensure that the strongest candidates are selected (with the least likelihood of relapse).
 - iii. The implementation of uniform interview questions and scorecards for each staff position to ensure that the selection of a worker is predicated on their possessing the necessary skillset to implement the model successfully.
 - iv. The use of a panel tracking form designed to ensure the appropriate individuals and institutions are included in the hiring panels.

4. 40-hour Program Management Training

- a) The Management Training is conducted to impart management-level staff with critical knowledge, skills, strategies, and insights specific to managing a health intervention, frontline staff (Violence Interrupters & Outreach workers), strategic recruitment and deployment of staff, building a strong team, creating a positive work environment, enforcing accountability, mobilizing the community and shifting community norms that perpetuate violence. This training is designed to prepare management for providing oversight of the day to day operations, including potential programmatic challenges, strategic planning and the use of data to guide the work and problem solving based

upon nearly 20 years of programmatic experience, current staff and community dynamics.

5. 40-hour Violence Interruption and Risk Reduction Training (VIRT)

- a) The Violence Interruption and Reduction Training (VIRT) has been developed for outreach workers, violence interrupters, and other administrative staff. It includes a mix of presentation of core concepts and skill development through demonstration and practice. The curriculum is focused on four core areas:
 - i. Introduction to interruption and outreach, including roles and responsibilities with an emphasis on boundaries and professional conduct;
 - ii. Identifying, engaging and building relationships with participants and prospective participants, assisting participants to change their thinking and behavior as it relates to reducing risk for injury/re-injury and/or involvement in violence;
 - iii. Preventing the initiation of violence or retaliatory acts when violence occurs through mediation and conflict resolution; and
 - iv. Working with key members of the community, including residents, faith leaders and service providers through public education, responses to violence and community building activities.

6. 16-hour Database Training

- a) The database training is designed to equip the site with the necessary skills to use Cure Violence CommCare Database to document all program activities and guide implementation. As a data-driven model, Cure Violence has developed a comprehensive, web-based program database that is used by all implementation sites to track program implementation and participant data. This database provides a robust reporting system which allows for continuous, real-time monitoring of site progress and implementation fidelity. This data is used to monitor and evaluate program progress toward violence reduction and behavior change outcome targets.

7. Weekly Program Monitoring Meetings (with data reports)

- a) Ongoing support will be provided through monthly conference calls with the site and representatives of the City of Charlotte. These calls will include analysis and review of the weekly data reports. Cure Violence Global TTA staff will also be available to provide immediate crisis response assistance in addition to the scheduled calls, as needed.

8. Quarterly Booster Training/Site Certification visits

- a) Quarterly site visits will be conducted over the course of the contract period in conjunction with the booster trainings. These visits will allow CVG staff to ensure that the lessons from the TTA have been embedded into the local work. Site visits will include observation of daily operations and opportunities to provide onsite feedback as the sites work towards Cure Violence Global certification.

9. 24/7 Emergency Assistance

- a) The cost of the Training and Technical Assistance (TTA) is estimated at \$120,000. A scope of work with associated costs of each item and a draft timeline will be provided to

the CVC. In January of 2022, CVG applied for a grant with the Georgia Power Foundation, through their Social Justice Funding Initiative, to fully support the TTA costs for implementation in Columbus to ensure as much of the allocated resources go to direct implementation locally.

10. Funding Opportunities

- a) There are some important opportunities to expand our Cure Violence program using federal funding that we wanted to bring to your attention. Each of these are opportunities for local program support and/or require MOUs or Letters of Support from local government entities.
 - i. **Congressional Earmarks** – the Congress has brought back earmarks, meaning that each member can make requests for funding for specific projects within their districts, including Cure Violence
 - ii. **Byrne JAG Grants** - are one of the delineated programs from which members can make a request and Cure Violence programs could be funded through this process. If you have a relationship with relevant House representatives, CVG recommends reaching out ASAP to see if you can submit a funding request for community-based violence reduction work (each member will get to make 10 requests for projects, so there will be many competing priorities). CVG can likely help with this if any introductions or connections to members/staff are needed.
 - 1. Members begin submitting earmark requests – March 29
 - 2. Deadline for members to submit – April 15
- b) **CDC Funding** – supporting public health approach to violence prevention. Cities, nonprofits and others can apply to get between \$225k-\$250k/year for 5 years to support their programs. Cure Violence is listed as an example of the kind of program that they want to fund (page 11/12 of the funding opportunity announcement, Table 1). The grants are meant to support local programs and require a letter of support or MOU with the local health department. Cure Violence sites could use these funds to help fund technical assistance and training, program expansion, and evaluation support.
 - 1. There is an info session on April 8
 - 2. Applications are due May 1.

CONCLUSION

Cure Violence Global would like to acknowledge the tremendous support and assistance of Cure Violence Columbus in completing the assessment process. It would not have been possible without the group's tenacity and dedication. CVG strongly believes that there is an opportunity for the model to make a substantial contribution to the City of Columbus overall efforts to reduce violence. If any additional information is required, please inform Cure Violence Global and it will be provided.

Reference Material

- **Cure Violence Global Evidence of Effectiveness Report 2021**
<https://cvg.org/wp-content/uploads/2021/09/Cure-Violence-Evidence-Summary.pdf>
- **St. Louis Cure Violence NBC Nightly News Feature**
<https://www.nbcnews.com/video/cure-violence-hopes-to-interrupt-crime-for-a-safer-st-louis-part-1-126366789861>
- **Annie E. Casey Foundation: Early Lessons Learned Cure Violence Report on Atlanta and Milwaukee 2021**
<https://assets.aecf.org/m/resourcedoc/aecf-improvingcommunitysafety-2021.pdf>
- **Evaluating Cure Violence in Trinidad and Tobago ASU Report 2017**
<https://1vp6u534z5kr2qmr0w11t7ub-wpengine.netdna-ssl.com/wp-content/uploads/2019/09/Evaluating-Cure-Violence-in-Trinidad-and-Tobago-1.pdf>
- **American Public Health Association: Violence is a Public Health Issue 2018**
<https://apha.org/policies-and-advocacy/public-health-policy-statements/policy-database/2019/01/28/violence-is-a-public-health-issue>

Contact Information:

Dr Asante Hilts – asante.hilts@dph.ga.gov

Reggie Lewis – reggie4.lewis@gmail.com

Cedric Hill - hwpcedrichill@gmail.com