

Attachment 2

Draft Scope of Work for Community Partners

A. Overview

The Mayor's Office of Gang Reduction and Youth Development has instituted a Rapid Response Gang Intervention Program that will be administered by Contractor. The Rapid Response Program will include a specialized team of intervention workers whose purpose will be to support the City during high-profile events and to respond to incidents outside the GRYD Zones, particularly those that require collaboration between the City and County. This will enable the GRYD Program to deploy community intervention workers ("CIWs") who may not be employed by a contracted City intervention agency, but can provide immediate response to gang-related violence in communities where contracted agencies do not have a presence. It also facilitates a regional approach to combatting gang-related violence, where incidents arise from conflicts beyond City boundaries.

CIWs will be engaged in Crisis Response and Proactive Peacekeeping services, in accordance with the GRYD Intervention Model of Practice. Through these activities, CIWs will ensure an immediate response to gang-related violence, as well as engage the community in activities that maintain peace before or immediately after violence occurs. Activities may include rumor control, special events, field trips, street mediation, and community outreach.

Contractor will use compensation, as provided in the Budget/Expenditure Plan incorporated herein by reference, to pay for and support the Rapid Response Program. Contractor shall designate a Project Coordinator

B. Project Manager

Contractor shall designate one Project Manager to oversee all program management functions. Contractor shall ensure that its hiring process conforms to all regulations listed in §203(C) of this Agreement throughout the hiring process and performance period.

C. Operating Components

The Rapid Response Program will employ individuals on an ad hoc, temporary basis as needed to respond to high-profile events and flash points of gang-related violence occurring outside contractor-supervised GRYD Zones. The GRYD office will oversee programmatic aspects. The GRYD office will identify a list of personnel who may be called upon to serve in one of the categories listed

below, depending on the needs of the Program. Contractor will serve as fiscal agent for the hiring of these individuals for the City.

1. Community Interventionists: Community Interventionists will serve specific geographical regions around Los Angeles, and will be called upon to help keep peace in the surrounding communities, to address potential conflicts, and to assist in identifying resolutions to conflicts.
2. Safe Passages: Safe Passage Facilitators will be hired to assist youth and their parents with safe access to and from various schools within select areas. The Safe Passage program will be conducted before, during, and after school.
3. Community Peace Ambassadors: Community Peace Ambassadors will assist select communities with the implementation of programs designed to promote peace.

D. Contractor Administration, Operations, and Specified Program Responsibilities

1. Contractor shall perform the following administrative duties:
 - a. Manage day-to-day operations of the Rapid Response Program;
 - b. Oversee and monitor all Rapid Response Program activities; and
 - c. Provide individual accounting of all Rapid Response Program funds, as well as recordkeeping and reporting of finances, including, if applicable, funds issued for payment to employees.
2. Contractor shall attend all required meetings and/or training sessions as identified by the City. Should Contractor desire to be excused from such a meeting, Contractor shall request an excusal in writing. City reserves the right to approve or deny such requests.

E. Hiring Services

All City-funded positions are deemed to be essential to the work performed under this Agreement. City reserves the right to require the certification of employees for certain program functions requiring special expertise through future City directives. Contractor shall ensure that all personnel shall be qualified for their position by education and/or experience.

1. Contractor Hiring Requirements: Employee Background Check
 - a. Contractor shall fingerprint and conduct an employee background check, including a criminal history, for any employee or volunteer staff that involve supervisory or disciplinary authority over any minor in the

Rapid Response Program. This includes any employee that comes into contact with minors. Authority or contact may take place anywhere the employee or volunteer staff conducts ordinary business with the minor, including but not limited to the agency, a recreation or resource center, a park, playground, or school.

- b. Contractor shall conduct background checks of employee applicants and volunteer staff prior to their hiring date. Contractor shall contact City representative to schedule appointment with City's Personnel Department for any potential employee or volunteer requiring a background check. Contractor shall not hire an employee or permit a volunteer to work until that person has undergone a background check and received clearance from the City.
- c. With its signature on this Agreement, Contractor hereby certifies that Contractor shall not hire new employees or volunteers, or continue to employ for the GRYD program, any individual for a position where he or she will come into contact with a minor, if he or she has been convicted of any offense specified below:

Violations or attempted violations of Section 220, 261.5, 262, 273a, 273d, or 273.5 of the California Penal Code (CPC), or any sex offense listed in Section 290 of the CPC except for the offense specified in subdivision (d) of Section 243.4 of the CPC. Specifically, Contractor shall not hire any individual for employment or as a volunteer who has been convicted of the following:

- Assault with intent to commit mayhem, rape, sodomy, or oral copulation (CPC Section 220);
- Rape, abduction, carnal abuse of children, and seduction (CPC Sections 261.5 and 262);
- Production of great bodily harm or death, willful cause of any child to suffer, or infliction thereon of unjustifiable physical pain or mental suffering, or having the care or custody of any child, having caused or permitted the person or health of that child to be injured, or having willfully caused or permitted that child to be placed in a situation where his or her person or health is endangered. (CPC Section 273a) ;
- Willful infliction upon a child any cruel or inhuman corporal punishment or injury resulting in a traumatic condition (CPC Section 273d);
- Willful infliction upon a person who is his or her spouse, former spouse, cohabitant, former cohabitant, or mother or father of his or her child, corporal injury resulting in a traumatic condition (Section 273.5);
- Sexual offenses requiring registration with the chief of police of the city in which he or she resides, or the sheriff of the county if he or

she is residing in an unincorporated area of city that has no police department (CPC Section 290); and

- Sexual battery (CPC Section 243.4).

Contractor shall not hire applicants who have had a felony conviction during the two (2) years prior to the date of hire. City reserves the right to determine if an applicant's felony conviction should receive special consideration for employment.

- d. Contractor shall not hire any employee or volunteer who is listed as an active gang member or associate of a gang, so as to conflict with any existing gang injunction.
- e. Contractor shall notify all of its employees and potential new hires that work for Contractor that gang or criminal activity allegations may result in immediate termination and removal from the Rapid Response Program in accordance with City policy. Should any of its employees be arrested, Contractor shall immediately notify the Mayor's Office.
- f. Contractor shall ensure that any employee who is required to drive GRYD program participants during the normal course of his or her duties has a valid California Driver's License and the requisite automobile insurance.
- g. Contractor shall include in their personnel policy statements that all of its GRYD funded employees that provide services to minors shall be subject to mandatory fingerprinting and background checks. Contractor shall not employ anyone that comes into contact with minors until that individual has received clearance from the Mayor's Office or if the individual's background or fingerprint check reveals a conviction of a prohibited offense as described in this Agreement.
- h. Contractor shall require that all GRYD funded employees sign a form whereby they agree to fingerprinting, background checks, and drug tests on a regular basis (please see §(203(2)) as administered by the Contractor under the conditions specified in this Agreement.
- i. Should Contractor wish to appeal the City's determination to disqualify an applicant or terminate an employee, Contractor shall submit a written request for an appeal to the City. Contractor shall also request the review of an applicant if their probation or parole was completed within less than one (1) year of hire or if they had a felony conviction within two (2) years of hire. The GRYD review board shall hear individual appeals on such matters as criminal record disqualifications (excluding crimes listed in §203(1)(a)) and background disqualifications. Any decision of the GRYD review board shall be final. The GRYD review board will not hear any subsequent appeal of the final decision.

- j. The City reserves the right to exercise discretion during the background check process in collaboration with law enforcement and make exceptions to the offenses listed above to allow or disallow employment, if doing so will benefit the program.

2. Drug Testing

- a. Contractor shall ensure that each of its employees agrees in writing to be subject to random drug testing as administered by Contractor in accordance with the Contractor's drug testing policy. Said agreement must contain the employee's waiver of privacy issues and the employee's permission that the drug testing company may reveal to the Contractor the results of any drug tests conducted pursuant to the Contractor drug testing policy to the extent such waiver and permission do not violate any applicable laws, including privacy laws and HIPAA. Contractor shall submit its drug testing policy to the City for approval no later than 30 days subsequent to the execution of this Agreement and shall also submit copies of all aforementioned drug testing agreements to the City. Contractor must execute the Certificate Regarding Drug Free Workplace Requirements in accordance with §415(l) of this Agreement and attached hereto as Exhibit "F" and made a part hereof. Contractor shall comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, 28 CFR Part 67, and the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357.
- b. Contractor shall be solely responsible for administering its drug testing policy. Contractor shall be solely responsible for the selection of an independent drug testing facility, which will conduct the random drug tests. To select the drug testing facility, Contractor shall obtain three (3) competitive bids from drug testing companies available to conduct the random drug tests in accordance with Contractor's drug testing policy and shall select the lowest-priced bid and negotiate a contract with the selected drug test company. Contractor shall ensure that the independent testing facility conducting the drug tests administers a Five Panel Toxicology Testing which detects the intake of old drugs with the recent past (instant tests up to approximately 24 hours prior and urine tests approximately up to 72 hours prior). The Five Panel Toxicology Test shall require random screening for the following substances: marijuana, cocaine, amphetamines, opiates, and PCP.
- c. Upon receiving the results of any drug test, Contractor shall maintain such results in compliance with all applicable privacy laws and shall promptly take any and all appropriate actions in accordance with its drug and personnel policy.

d. Contractor's drug testing policy must contain the following requirements:

- 1) Drug tests shall be random and such tests shall be administered by an independent testing facility as selected by the Contractor pursuant to the provisions of this Agreement. The testing must be conducted within one business day of notifying a Worker that he/she has been selected to have a drug test, such notification to be the sole responsibility of the Contractor.
- 2) Drug testing shall be conducted under circumstances where there is a reasonable basis to believe that the Worker may be under the influence of drugs or alcohol. Said reasonable basis shall be established either by an admission on the part of the worker or by direct, observations of abnormal behavior, the type of which would lead a reasonable person to believe that the worker in question was under the influence of illegal drugs; provided however that whenever practicable, such observations shall be corroborated by a second observer or by other reliable evidence.

3. Badges

All Contractor workers, including existing employees and those, hired pursuant to this Contract, should wear a badge issued by the City during working hours. The City shall issue a photo ID upon completion of the fingerprint and background check for all workers. The photo ID will be renewed every 12 months. Workers shall carry their photo ID when attending community and/or school events, and in the presence of community residents, LAPD, and LAUSD officials.

F. Employment of Key Personnel

1. For the purpose of this Agreement, the Project Director and Chief Financial Officer needed in support of this Agreement shall be considered Key Personnel. Substitute or replacement personnel hired by Contractor or collaborating subcontractor agencies shall meet the same qualifications as staff identified in the proposal and during budget negotiation. Contractor warrants that it shall replace all personnel with equally or better qualified staff and shall notify City of any such change.
2. The Contractor shall employ only persons who meet the qualifications for their positions as negotiated between Contractor and the City for this Agreement.
3. The Contractor shall not use funds provided under this Agreement to pay employees in excess of the maximum amount designated for each position as

negotiated between the Contractor and the City, which shall be provided to the City during the budget approval process.

4. Contractor must comply with all of the above requirements. If Contractor cannot comply, Contractor must seek City approval before deviating from the above requirements.

G. Internal Monitoring

Contractor shall conduct periodic programmatic and fiscal monitoring reviews of the Project to ensure compliance with applicable federal, state, and City requirements. Monitoring activities will be subject to compliance with a City directive that will determine frequency and topics. At minimum, Contractor shall review Rapid Response Program performance, expenditure data, internal reports pertinent to the funded Project documentation on file relating to outreach efforts, client intake processing, eligibility verification, objective assessment, individual service plans, grievance produces and resolution, expenditures versus cost category amounts, cost allocations, cash management practices, procurement methods and selection of subcontractors, and property management.

H. Subcontractor Monitoring

Contractor shall conduct periodic, objective program and fiscal monitoring reviews of the project activities run by its subcontractors as follows and in accordance with City directives.

1. Contractor shall conduct a Performance Review twice per year on any subcontractors it hires to work on the Rapid Response Program. Contractors requiring technical assistance in this process may request assistance from the City's GRYD office. The Performance Review shall be on-site and include the following
 - a. Examination of case files and records;
 - b. Program documentation files and records; and
 - c. Actual service provision, e.g. visiting program sessions.
2. Contractor shall prepare and provide written monitoring reports to the subcontractor(s) within two weeks of the Performance Review. Such reports shall provide, at minimum, an identification of successes and/or problems and recommendations for quality improvement. If applicable, these reports shall require the subcontractor to establish a corrective action plan to address problematic findings, within a specified timeframe. Contractor shall review the corrective action plan, provide written approval when acceptable corrective actions have been made, and follow up the implementation of corrective action by conducting an independent monitoring effort.
3. If, in the course of its Performance Review, Contractor discovers evidence of disallowed costs, Contractor shall immediately notify the City in writing. If

- fraud or abuse is revealed, Contractor shall notify City immediately and follow up in writing within twenty-four (24) hours.
4. Contractor shall require that each subcontractor develop and implement ongoing methods to self-evaluate key subcontractor personnel and obtain customer feedback for continual improvement of project operations.
 5. Contractor shall coordinate between the City and its subcontractors with respect to dissemination of information, submission of required reports to the City in a timely manner, and for the enforcement of the Terms and Conditions of this Agreement.
 6. Contractor shall immediately notify City whenever there is a change in subcontractor's ability to provide services according to the agreement between Contractor and subcontractor or whenever there is a change of subcontractor staff providing services.
 7. Before Contractor removes a subcontractor for breach of contractual duties or obligations, Contractor shall submit a written request to the City with substantial documentation of the subcontractor's non-performance. Written approval from the City is required for removal of subcontractor.

I. Customer Satisfaction

1. Contractor shall develop, maintain, and have available for reviewed by authorized representatives of the City, a plan for implementing a system to capture and examine customer feedback on services delivered by the Contractor and subcontractors, which, at minimum, incorporates customer advisory groups and/or surveys, and complies with any City directives and informational bulletins relating to customer satisfaction.
2. Contractor shall develop a reasonable complaint resolution procedure in accordance with guidelines prescribed by City in a future city directive. Contractor shall monitor and maintain copies of subcontractors' complaint procedures. Subcontractor complaint procedure must also meet City requirements. Subcontractors that do not have existing complaint procedures may adopt grievance procedures modeled after the City's.
3. Contractor shall compile and maintain a log of all complaints filed against it and/or its subcontractors and timely provide it upon City's request.

J. City Reporting Requirements

1. Contractor shall maintain documentation for the purpose of reporting data and information on performance of the Watts Regional Strategy and related activities in a manner and in such detail that is consistent with this Agreement.

2. Contractor shall report to City statistics, facts, news, details, and information on its City funded project(s) using such forms and formats as the City may prescribe for this purpose. At a minimum, Contractor shall submit a "Client Demographics" report and a "Program Narrative" report for funded activities, dating from the start of project operations.