

ATTACHMENT A

Scope of Services

Under this Agreement, the Contractor shall provide the following services in their designated APPS Zone as well as any other zone where it is deemed that contractor has clearly established the strongest relationship and provides the best program opportunity for continued benefit to the development of the youth and safety of the that community. This will often require contracted and city interventionist to work cooperatively together in specific zones to achieve desired outcomes. The City is requiring that Contractors employ a targeted resource approach that embeds project personnel and support services in the most stressed communities.

[Zone 1 Linden], [Zone 2 Near East Side], [Zone 3 Hilltop], [Zone 4 South]

*Please note a City Interventionist will be assigned to Zone 1 and 2 bringing the total interventionist in those zones to three.

	Community Centers	Columbus City Schools	Libraries	Pools
Zone 1*	Linden Douglas Adams	Linden Northland Mifflin	Linden Northern Lights Karl Road	Douglas
Zone 2*	Beatty Barnett Far East	East Walnut Ridge Independence Champion	MLK Shepard Livingston	Maryland
Zone 3	Glenwood Westgate *Wedgewood*	Briggs West	Hilltop	Glenwood
Zone 4	Blackburn Barack Driving Park	South Marion Franklin	Driving Park Parsons	Driving Park Barack

Chart -1

Specifically, the Contractor shall:

1. Ensure Community Intervention Workers (CIW's) respond to non-fatal shootings and homicides involving teen/young adults (14-23) within the assigned APPS area using the APPS Neighborhood Violence Intervention process while also utilizing both mediation and conflict resolution. This is to include bedside interventions at local hospitals.
2. Contractor(s) will work collaboratively with Mayor's community safety initiative, Violent Crime Review Group (VCRG), with other contract Community Intervention workers (CIW) and City Interventionist (CI) employing a team and community based approach to meet the requirements of this agreement and the needs of the community.

3. Build collaborative and mutually supportive relationships with the stakeholders in chart -1 that are assigned to your designated zone(s). This is to include specific churches, business and local hospitals identified by the contractor as well.
4. Perform community outreach efforts in collaboration with CARE Coalition to establish trusting relationships for future work and awareness of the services provided by both initiatives to the Columbus community. Community outreach activities will take on three forms: canvassing, open houses, and location based outreach (Mobile Unit).
5. Additionally community intervention workers will assist with the healing process for families and communities that have experienced trauma by mobilizing with the CARE coalition and its partners to address the harmful effects of violence in our city. They will assist with arranging home visits and attend all crisis response efforts both family and community based. This will include door to door outreach.
6. Ensure Community Intervention Workers and Case managers attend and complete training assigned by the APPS office. Community intervention workers will complete at least 40 hours of training during the contract period. Contractors will be responsible for the cost of training and identification of training in collaboration with APPS office. Approval for all training must be obtained from the APPS office.
7. Assist with the identification of individuals most likely to be victims and or perpetrators of violence to participate in the Custom Notification process. This will include utilizing an assessment tool being developed by the APPS office.
8. Respond to the Homicide Notification System (HNS) utilized by the Mayor's community safety initiative Violent Crime Review Group (VCRG) to mobilize your teams to implement the violence intervention process on homicide cases in designated areas. This will include providing timely data collection, including retaliation assessments, mediation reports and service linkage.
9. Attend weekly Case Review meetings in order to develop individual, family and community intervention plans, sharing relevant information including safety concerns prior to home visits and outreach efforts.
10. Provide case management services to teens and young adults between the ages of 14-18 and 18-23 this is to include individuals both in and out of high school, also reviewing, documenting and reporting monthly progress. Caseloads should be reflective of the diversity of the City of Columbus. Contractor will meet minimum performance based standards determined by the APPS office in a quarterly report to demonstrate program and individual client progress.

11. Ensure that Community Intervention Workers and Case Managers are integral parts of community conversations, forums and initiatives that are relevant to teens and young adult's development.
12. Have community intervention workers provide crisis response and violence intervention services for major city events and or points of interest where large numbers of teen and young adults will gather. This is to include but not limited to Cap City Night Festivals, Asian Festival, Red, White and Boom, Com Fest, High School sporting events, Easton as well any others assigned by the APPS Office.

Intervention Programs that are contracted with the City of Columbus as part of the Applications for Purpose, Pride and Success program are contractually mandated to comply with this Scope of Services & Contractor Responsibilities. Budget documents should align with requirements outlined in this document. Failure to comply with these requirements will result in findings of non-compliance and will result in termination of the contractual relationship with the City of Columbus. To the fullest extent possible, Contractor shall coordinate its services, planning and activities with other City Contractors, City Employees and Mayor's community safety initiative Violent Crime Review Group (VCRG) that targets the same geographic service area and population so that funding provided under this Agreement is not used to duplicate services to the same Clients.

Scope of Service

a. Neighborhood Violence Intervention Program (NVI)

- The Contractor will provide crisis response and violence intervention services that include responding to specific gang, teen/young adult, neighborhood and family conflicts, utilizing mediation and conflict resolution to diffuse conflicts and actively promote peace-building and healing. This is to include bedside interventions at local hospitals. The Contractor shall ensure Community Intervention Workers are following the NVI process.
- Additionally the contractor will have CIW's actively participate in both individual and community based trauma care services to promote healing in the City of Columbus.
- The Contractor will ensure that CIW's utilize all platforms of communication including but not limited to cell phones, email, Ever Bridge and desk phones to receive and respond to notifications and in communicating with the APPS Office Staff, city employees and other stakeholders and relevant entities. Any and all communication with law enforcement will be done solely by the APPS office to insure we do not compromise the integrity of the program and CIW's with the community.
- CIW's will serve as responders for teen/young adult, family, neighborhood and gang related incidents within their designated APPS zone that may

impact that zone or surrounding communities. However CIW's can work in any designated area with proper justification and communication with that zone along with approval from the APPS office. Ultimately we want the individual with the strongest relationship and best opportunity for success to work with that individual or family. This may include interventionist from multiple contractors and the city working cooperatively in zones.

- The CIW's will not be expected to perform any law enforcement duties, their primary role as responders is to gather information to assess the severity of the situation to determine the best course of intervention to ensure the violence is interrupted and does not escalate. Additionally they will assist families with identify and connecting to appropriate support services.
- Contractor shall maintain a 24-hour, 7-day a week schedule to respond to calls regarding teen/young adult, family, neighborhood conflicts along with shootings and homicides within 30 minutes after receiving a notification from Columbus Police Department's (CPD), the APPS Office, or the community. All contract interventionist as well as City interventionist will be a part of a rotating schedule that will require interventionist to have one day bi-weekly that they are on call for 24 hours to respond to shootings and homicides as well as any other incidents that are assessed requiring an immediate response.
- The Contractor shall respond to, teen/young adult, family neighborhood and gang violence outside of their designated APPS zone with APPS office approval under three conditions. One being if the incident is believed to adversely impact activities within their APPS zone and secondly if a team member clearly has the strongest rapport and has established the most trusting relationship with the individual(s) or parties involved thus providing the best opportunity to resolve the issue and maintain peace. Thirdly, their knowledge and relationships in that community will positively impact the intervention in that zone.
- The Contractor shall also assist with linking families to support services that ultimately stabilize the family. Support services can be provided to a family at any point in which they want to receive help after the case has been identified as appropriate for APPS. Support services can also include Contractor attending funerals, vigils, peace marches and CARE coalition wellness events.
- Additionally, Community Intervention Workers shall participate in APPS programming and initiatives focusing on reducing violence citywide and improving community collaborations. Contractors are expected to follow

directives set forth by the APPS office in relation to meeting the objectives of the Mayors community safety initiative, Violent Crime Review Group (VCRG).

- Community Intervention Workers are expected to identify and engage with individuals 14-23 that are the most susceptible to being perpetrators or victims of violence in their designated zone(s). An intentional and strategic street outreach effort designed to reach the most vulnerable individuals should be employed. This will include reaching negative peer group members and leaders, the previously and currently incarcerated as well as individuals currently on probation or parole. Currently active gang members and gangs that are currently engaged in an ongoing beef with a rival gang are considered high risk and should be considered priority until a peaceful resolution can be reached.

b. Case Management

1. Contractor shall provide case management services to a minimum of 75 “clients” throughout the contract period per zone. Clients will be identified teen and young adults between the ages of 14 and 23 who are in need of services and development. Enrollment is expected to be fluid, and the 75 clients enrolled at the end of the contract may not be the same as the 75 originally enrolled. Additionally, at least 10% of youth provided with case management services shall be strategic re-entry cases.
2. Case management services are defined as linking the Client to existing services to meet his/her needs within the community providing guidance and mentorship to increase pro-social behaviors. The Contractor shall work closely with the APPS office and a number of referral agencies including CARE Coalition, schools, parents, community-based organizations, faith-based groups, existing City and County health and human services agencies, the Franklin County Department of Probation, the Ohio Department of Corrections and Rehabilitation, and the Columbus Police Department to identify local resources that can be utilized to provide Clients with services. Such services may include (but are not necessarily limited to):
 - Trauma Informed care
 - Education and vocational training (i.e., GED preparation and testing, trade school placement and certification)
 - Job readiness and placement (community and private institution driven)
 - Family Reunification (community driven, i.e., parenting classes and family therapy)
 - Auxiliary services (i.e., relocation and transition services, housing, food, clothing and transportation vouchers, legal workshops/services, and child care – as needed)
 - Behavior Modification (community driven, i.e., Substance Abuse Treatment and Gang Intervention)
 - Social reintegration networks (Peer driven mentoring, motivational workshops, social support groups and local field trips)

- Community Recognition (i.e., verbal social positive recognition, City and County Certificates and at culmination of program a Rites-of-passage celebration)
- Continued Probation or Parole status reports
- Positive Role Modeling (i.e., one-on-one mentoring or group mentoring)
- Assistance with the expunging of records
- Mental health and/or substance abuse counseling
- Community Service (i.e., volunteering time to programs that promote juvenile prevention, intervention or reentry services)
- Participation in extracurricular activities

The Intervention Case Management Process

Phase I: Referral and Assessment

At this stage, the Contractor shall receive referrals for services. These referrals may come from parents, community members, community based organizations, or most often from CIW's within the same agency. The Contractor shall review the referral and determine whether the referral is eligible for services. In this process, the contractor shall collect and document (at a minimum) the following information:

- Capacity and length in which referral source has known the Client
- Demographic information
- Reason for making the referral
- Specific areas of concern
- Specific individual, family and community assets

Once an individual has consented to case management services, the Contractor shall schedule a meeting with client and family (mandatory if youth is younger than 18) to conduct an assessment and build a service plan. If the youth is not eligible, the Contractor shall provide the client with a referral for more appropriate services. At the assessment meeting, the Contractor shall engage the client and his/or her family and collect information related to the client's service needs and basic information that will be used to assess progress over time.

At a minimum, the Contractor shall collect the following information:

- Level of family support
- Client assets
- Employment status
- Educational status
- Whether the client has a driver's license and other basic identification documentation
- The client's level of involvement in crime in the past six months
- Critical barriers
- Their level of "social embedded ness" in a negative peer group

Phase 2: Building Agreements (Month 1 of Services)

Following the Client's assessment, the Intervention Case Management Team shall meet with the Client and his/her family to develop a service plan. The Team shall be comprised of a social worker, case manager and a Community Intervention Worker. Beginning this month and for a total of six consecutive months, the following meetings shall be required on a monthly basis:

- 1 Family meeting to include case manager, intervention worker, client and client's family
- 2 Individual meetings between Client and case manager
- Community Intervention Workers will provide timely and appropriate information to the coordinated network of APPS staff, contractors and partners to plan and insure that clients are mentored and positively engaged a minimum of twice per week. Youth that are currently participating in negative peer group or considered to be high risk for violent and or criminal behavior should be mentored and positively engaged a minimum of 3 times per week.

A description of each of these meetings is provided in Table 1.

**Phases 3 through 6 (i.e., Phase 3 is month 2 of services, Phase 4 is month 3 of services, etc.):
On-Going Case Management and Linkage to Services**

During these phases of services, the Team and case manager shall work with the Client to provide support and to monitor whether Client is following through with service referrals and if so, his/her progress in those services.

Phase 7: Reassessment (Month 6 of Services)

In Phase 7, the Team will reassess the Client. At a minimum, the following information will be collected based on the Client's situation at this stage:

- Support from non-parental adults
- Employment status
- Educational status
- Whether youth has a valid driver's license and other basic identification documentation
- Their level of involvement in criminal activity in the past six months
- Apparent risk factors that should be addressed.
- Their level of "social embeddedness" in negative peer group
- Overall progress in services

Based on an assessment of these outcomes, the Team shall decide whether the Client has made "sufficient progress" and can exit the program. If the Client has made sufficient progress, he/she shall exit the program; however, if the Client has not made sufficient progress, he/she may remain in the program for another six month cycle of case management services.

Clients that have been receiving case management services for a period of a year will require a progress evaluation in order to continue receiving services. (Provider Review Body to Be Developed in Collaboration with APPS Office)

Phase 8 Follow-Up (Month 7 to 1 Year)

The Contractor shall make one collateral contact per month for three months after Client's has stopped receiving service to check on their progress. At one year after the services start date, the Contractor shall contact Client and collect the following information:

- Current involvement in criminal and or violent behavior.
- Employment status
- Educational status
- Whether client has a valid driver's license and other basic identification documentation
- The level of involvement in criminal activity in the past six months
- Their level of "social embeddedness" negative peer group

If the Contractor discovers that the Client is struggling and needs substantial assistance, the Client may return to services for an additional cycle of services

Table 1: Definition of Meetings Required During the Implementation of the Intervention Case Management Process

Type of Meeting	Who is Included in the Meeting	Purpose of the Meeting	Length of the Meeting(s)
Family Meetings (1Time/Month)	Case meetings include the Client's assigned case manager and an assigned Community Intervention Worker. Clients Family	• To review and discuss the Client's service needs • To identify appropriate referrals • To identify strategies to help Client overcome barriers • To monitor Client's progress	Case meetings shall be 45 minutes + 15 minutes for charting and data collection.

Individual Youth Meetings (2 Time/Month)	Case manager and Client	• To review and discuss the Client's follow through with service referrals • To review and discuss achievements and challenges • To review and discuss overall progress in the program	Individual meetings shall be 45 minutes + 15 minutes for charting and data collection.
Youth & Community Intervention Worker Mentorship 2-3 times per week	Youth, Community Intervention Worker	To continue building rapport and a trusting relationship with youth while assessing current needs, staying informed about youth's current community activities, and directing them to positive programming and activities.	Mentorship will last for at least an hour consisting of any of the following but not limited to recreational, therapeutic, and educational and employment related activities.
Case Review Weekly	Care, Coalition, City Social Worker Community Intervention Workers, Case Managers	Develop strategy and interventions for violent incidents in the community and case management clients.	

Staffing Levels and Minimum Qualification Requirements

Case Managers will have a caseload of no more than 37 Clients each. A minimum of 2 full time equivalent Case Managers must be hired under this contract. Case Managers shall be supervised by an MSW, LISW, or someone deemed by the APPS Office to have the requisite skills and years of experience. Case Manager Case files must be reviewed on a weekly basis by the supervisor, a practicing LISW or LISW-S.

The contract requires two Intervention Workers (FTE's) for each zone. So if a contractor is responsible for two zones they will at a minimum employ four CIW workers. Each intervention worker must receive an annual salary as well as health insurance and life insurance coverage.

Case files will be standardized to conform to the requirements of the APPS office. Agencies shall receive training on the standardized case filing system.

Relevant program staff will be required to attend ongoing education and training provided by the City or its Contractors, including, but not limited to Health Insurance Portability and Accountability Act of 1996 (HIPPA) compliance, mandated reporter training in child abuse reporting, domestic violence training, conflict resolution, non-violent crisis intervention, etc.

CAP CITY NIGHT FESTIVALS

Cap City Nights (CCN) – The Contractor will be required to participate in planning meetings for each Cap City Night Festival. Planning sessions will include, but not limited to;

1. Establishment of cease fire agreements and identifying mediations that need to take place prior to the festivals that are critical to maintaining peace.
2. Coordinating strategic violence interruption and crisis response services for the duration of the festivals.
3. Participation in meetings and trainings required for CCN staff.
4. Working in collaboration with all CCN partners on strategies designed to diffuse potential retaliatory violence.
5. Assist with designing and implementing late night programming aimed at reducing potential violence in the late hours of the CCN program festivals.
6. Invite local gangs and negative peer groups to participate in festival activities.
7. Designing and implementing safety strategies for youth and families coming to and leaving from the festivals.
8. Assist with the distribution of marketing materials for CCN festivals.

Contractor Responsibilities

A. Performance Accountability

Contractors shall be responsible for collecting and submitting data related to the following performance measures to assess the effectiveness of services. Evaluators will work with City and Contractors to develop the tracking and reporting mechanisms.

Neighborhood Violence Intervention and Proactive Peace-Keeping

- Reduction in youth crime, gang involvement and violence in APPS Zones.
- # of community outreach efforts completed.

Intervention Case Management

- #/% of negative peer group or gang involved clients that reduce their level of involvement.
- #/% of clients that reduced their involvement in criminal activities.
- #/% of youth who have found employment.

- #/% of youth who are enrolled to or complete their high school degree/GED
- #/% of youth who are enrolled or receive training in a trade.
- #/% of clients who pursue higher educational degrees
- #/% of clients who have acquired a driver's license and any other basic identification information
- #/% of youth linked to drug/alcohol treatment
- #/% of youth in permanent housing.

Protective Factor Improvement (40 Developmental Assets)

- #/% of teens and young adults that increased the number of non-parent adults that provide support to them.
- #/% of teens and young adults that have demonstrated improved planning and decision making skills.
- #/% of teen and young adults that have demonstrated improved ability to choose non-violent means to resolve conflict.
- #/% of teen and young adults that have demonstrated an improved ability to resist negative peer pressure and dangerous situations.
- #/% of teen and young adults that have improved in accepting and taking personal responsibility.
- #/% of teens and young adults that participate in community service.

To assess how well the intervention case management services are implemented, the following process measures will be assessed:

Intervention Case Management

- #/% of teens and young adults served by intervention providers
- #/% of teens and young adults who complete the program successfully
- #, type, and amount of services received by clients and families
- #/% of teens and young adults that attend services on a regular basis

Neighborhood Violence Intervention Model

- # of incidents responded to by community intervention workers
- # of peacefully resolved conflicts (mediations)

Training

- # of staff that complete 40 hours of training during the contract period.

B. Invoices

Invoices should be submitted every 30 days. The invoice should itemize expenses per the attached expense sheet, Attachment D. Receipts and/or invoices for supplies and services purchased for the NVI program should be attached to the invoice. Reimbursable mileage expenses appearing on the invoice should be accompanied by the monthly mileage log for each employee. The organization should make every effort to collect and submit mileage every month for all employees and to only invoice for the previous month's mileage.

C. Evaluation and Data Collection

Contractor shall designate at least one staff person to (1) manage data collection for NVI, general case management, VCRG and the APPS office (2) communicate with external APPS evaluator and research analyst. The Contractor shall be responsible for collecting and maintaining the following types of data:

Master log

Neighborhood Violence Intervention: Contractor shall keep

1. A log of all incidents responded to by your agency inputted in a google docs shared drive that will be provided by the City.
2. A log of all meditations with individuals and groups conducted by your agency inputted in a google docs shared drive that will be provide by the City.
3. A log of all homicides and shootings responded to by your agency. A template for these master logs shall be provided by the APPS Office.

Intervention Case Management: Contractor shall be responsible for maintaining a EXCEL spreadsheet master list of referrals that contains youth identifying information and basic demographic information, referral source; if referral source was school, which school; whether youth participated in intervention services; if participated, the date services began; APPS Interdisciplinary Team status (if applicable); type of completion (e.g., successful, unsuccessful, transfer to intervention services); and completion date. Contractor will update the master list on a regular basis, and submit the master list to the APPS Office on a monthly basis.

Other Data

APPS will provide Contractor with paper forms and an EXCEL spreadsheet to collect required data for the NVI and for Intervention case management services as provided by the lead agency and subcontractor agencies. Forms and an electronic database shall be provided to Contractor.

Contractor will submit EXCEL spreadsheet data to APPS Office on a monthly basis as part of the monitoring requirements for this contract. Additionally, Contractor will produce a quarterly report to the APPS Office summarizing their experiences. The outline for this report includes:

1. Contractors will highlight at least one case that demonstrates the positive impact of the program.
2. Contractors shall also highlight any other accomplishments as well as any challenges that need to be addressed during this time.

In addition to data collections responsibilities, the Contractor shall participate in surveys administered to APPS contractors by the external APPS evaluator, research analysts and help facilitate the administration of surveys, interviews, and/or focus groups with youth and parents by the external APPS evaluator or research analysts.

D. Maintenance of Records and Monitoring

Intervention Case Management Services: A paper copy of case plans and all other data collection forms must be maintained in a client file by the Contractor.

City shall conduct monitoring visits to track Contractor's performance during the term of the Agreement. These evaluations will be based on a number of criteria, including the quality of work product or service performed the timeliness of performance, the Contractor's compliance with budget requirements and the expertise of personnel that the Contractor assigns to the contract. The Contractor will be provided with a copy of findings and allowed fourteen (14) calendar days to respond.

E. Training

Contractor shall ensure that all staff, including subcontractor staff, participates in ongoing training related to the APPS Intervention Model of Practice. Contractors shall communicate field experiences and challenges related to implementing the APPS Intervention Case Management Process. This information will help identify and prioritize training and development opportunities.

Contractors may be required to attend additional trainings deemed necessary by the APPS Office.

Contractor's Responsibilities

1. Contractor Administration, Operations and Specified Program Responsibilities.
2. Contractor shall provide the following administrative responsibilities:
 - a. Manage day-to-day operations of the project;
 - b. Maintain the project site and facility(s), including related supplies and equipment;
 - c. Ensure that the project is fully staffed, filling all vacancies in a timely manner with personnel qualified by pertinent education and or training and experience. The City will fill vacancies that are not filled in a timely manner.
 - d. Oversee and monitor all project activities, including those of subcontractors to which program participants are referred;
 - e. Safeguard and manage judiciously all funds paid to the project, including, if applicable, funds issued for payment to any subcontractors;
3. Contractor shall attend all required meetings and or training sessions as identified by the City. When a Contractor wishes to be excused from a meeting, Contractor shall request in writing to be excused. The City reserves the right to approve or deny such requests.
4. Contractor shall maintain Client files at a secure location. Client files shall at minimum contain the following forms and documents, the form of which has been approved or provided to Contractor by the City:
 - Referral forms and proof of eligibility
 - Participant Enrollment forms with signatures of parents/guardians authorizing services

- Confidentiality and Consent forms
- Initial Screening, preliminary assessment done by Intervention Workers
- Individual Services Plan (with updates)
- Record and Evidence of Service Provided, and
- All data forms required for evaluation of agency process and outcome information.

Project Personnel

All City-funded positions are extensions of the City's workforce and therefore are subject to the same high standards of quality and presentation that all city employees are expected to meet. Additionally, all City funded positions are deemed to be essential and necessary to the work performed under this Agreement.

1. Therefore the City will make the final determination of terminations or hiring of all positions funded by the City.
2. Contractors will identify candidates through their hiring process to be submitted to the APPS office for final approval to be hired. Candidates submitted to the APPS office for final approval can be subjected to additional interviews and assessments to determine the appropriateness and suitability of hire.
3. Project personnel should reflect the diversity of the City of Columbus.
4. The City reserves the right to require the certification of employees for certain program functions requiring special expertise through future City Directive(s). All personnel shall be qualified for their position by education and or experience.
5. Candidates should not be hired until written approval is received from the APPS office.
6. Prior to terminating or changing the position of personnel, the Contractor shall notify the City of the proposed change, providing sufficient documentation to permit the City to properly evaluate the termination or personnel changes and the potential positive or negative impact on the NVI program and the community.
7. Personnel will not be terminated nor have their positions changed without written permission from the APPS office.
8. Project personnel are expected to be in uniform daily.
9. Badges should be worn in plain-site so the community can easily identify them.
10. Contractors must provide both polo and tee shirts for project personnel that are uniformed having organization and program identifying information on the items.
11. Uniforms and any other clothing being worn should be clean and neat.
12. Pants should sit at or above the waist.
13. Sweatpants are prohibited.
14. Hats and hoods should be removed in places of business.
15. Hair should be styled.
16. Project personnel should practice good hygiene and present professional image

Failure to comply with these requirements will result in findings of non-compliance and will result in termination of the contractual relationship with the City of Columbus. Any project personnel found not in compliance with these requirements will render the associated contractor/agency not in compliance and will result in termination of the contract.

Contractor Background Check Requirements

Contractor shall fingerprint and conduct employee background checks, which include a criminal history, for any employee or volunteer staff in a position having supervisory or disciplinary authority over any minor in the gang intervention program. Supervisory or disciplinary authority 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, school, etc. These employees may include: Community Intervention Worker, Case Manager, Case Manager Supervisor, and any other employee that comes in contact with minors. Contractor shall conduct background checks of employee applicants and volunteer staff prior to their hire date. Contractor shall contact their City Representative to arrange for and schedule an appointment for applicants requiring background clearances with the City's Personnel Department. Contractor shall not hire the applicant or volunteer to work until that person has received clearance from the City. Contractor hereby certifies that by signing this Agreement, Contractor shall not hire new employee(s), or continue to employ for the APPS gang intervention program, any individual in a position that comes in contact with any minor, if that person has been convicted of any offense specified below.

Disqualifying Offenses and Personal Character Standards

The Criminal Records Check law sets forth a list of disqualifying offenses. Certain of the offenses are absolute bars to employment; however for other offenses, an employer may choose to employ an applicant, if the applicant meets the "personal character standards" set forth in Ohio Administrative Code (OAC) rules. If an employer finds an applicant has a certain disqualifying offense but the employer believes the applicant warrants further consideration, the employer may apply the OAC rules and the personal character standards. If the applicant provides proof that the personal character standards are met, the employer may hire the applicant. ***However, even if the applicant meets the personal character standards, the employer is not obligated to hire the applicant. The employer chooses to hire or not to hire based on all the factors considered.***

Offenses That Are Absolute Bars

If an applicant has pled guilty or has been convicted of any one of the following offenses (or any substantially equivalent offense in any state) the applicant cannot be employed. *A check mark for any one of these offenses disqualifies the applicant for employment.*

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Based on Ohio

Revised Code Offense

2903.34 Patient Abuse or Neglect

3716.11 Adulteration of Food

2903.01 Aggravated Murder

2903.02 Murder

2903.03 Voluntary Manslaughter

2907.02 Rape
2907.03 Sexual Battery
2907.05 Gross Sexual Imposition
2907.12 Felonious Sexual Penetration
2903.11 Felonious Assault (with a purpose to satisfy sexual needs or desires of the offender)
2903.04 Division (A) Involuntary Manslaughter (with a purpose to satisfy sexual needs or desires of the offender)
2905.01 Kidnapping (with a purpose to satisfy sexual needs or desires of the offender OR if the victim was a minor)
2905.02 Abduction (if the victim is a minor)
2907.321 Pandering Obscenity Involving a Minor
For children: 2907.321
2907.322 Pandering Sexually-Oriented Matter Involving a Minor
For children: 2907.322
2907.323 Illegal Use of a Minor in Nudity-Oriented Material or Performance
For children: 2907.323

Continuation of the Absolute Bars

The following offenses, when involving a minor, apply to applicants who will be responsible for the care, custody, or control of children. A check mark here disqualifies the applicant from providing care to children.

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Based on Ohio

Revised Code Offense

2905.04 Child Stealing
2905.05 Child Enticement
2907.21 Compelling Prostitution
2919.22 Endangering Children

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

- a. Applicants formerly on probation or parole must provide
 - i. Proof that the probation/parole requirements were completed at least one (1) year prior to date of hire, and
 - ii. That they have not been convicted of any offenses listed in Section 2a during the last two years. Contractor may ask the City to consider a potential applicant if their probation or parole was completed less than one year of hire. The City reserves the right to conduct random warrant checks of all employees that have a criminal background and anyone hired as a Community Intervention Worker.
- b. The staff assignment of any employee must not conflict with any existing gang injunction (i.e. Employee is listed as an active gang member or associate of the gang).

- c. Contractor shall notify all its employees and potential new hires that gang or criminal activity allegations may result in immediate termination or administrative leave pending investigation of the allegations in accordance with City policy. Any arrest of a Contractor employee shall result with that employee being terminated.
- d. Placed on immediate administrative leave pending the legal outcome of the case and a thorough investigation by the APPS Office. Any employee that is arrested and convicted for a crime while they are employed under this contract may cause the Contractor to be responsible for the expenses incurred by that employee while they worked, if the agency does not choose to place that employee on administrative leave.
- e. Contractor shall ensure that any employee who is required to drive APPS program participants during the normal course of their duties has a valid Ohio Driver License and the required automobile insurance.
- f. Contractor shall include in their personnel policy statements that all APPS funded employees, shall be subject to mandatory fingerprinting and background checks that provide services to minors. Contractor shall not employ anyone that comes in contact with minors until that individual has received clearance from the APPS Office or if the individual's background or fingerprint check reveals a conviction of a prohibited offense as described in Section 2a. Above.
- g. The Contractor's personnel policy shall include a form for all APPS funded employees to sign, verifying that they are aware and agree to the fingerprint and background checks and random drug testing (please see 3. Drug testing below) as administered by the Contractor under the conditions specified in this Agreement.
- h. In the case that the Contractor wishes to appeal the City's determination to disqualify an applicant or terminate an employee, the Contractor shall submit a written request for an appeal to the City. The Contractor shall also request the review of an applicant (1) if their probation or parole was completed less than one year of hire or (2) if they had a felony conviction during the two (2) years prior to the date of hire The APPS Intervention Review Board shall hear individual appeals on such matters as criminal record disqualifications (excluding crimes listed in Section 2a. Contractor Background Check Requirements) and background disqualifications. The decision of the APPS Review Board designated to hear the appeal shall be final and shall not entertain any subsequent appeal of their final decision. (APPS reserve the right to exercise discretion during the background check process in collaboration with Law Enforcement and the APPS Office and make exceptions to the list of offenses listed below, to allow or disallow employment, if to do so will benefit the program.)

Drug Testing

Contractor shall insure that all project personnel is subject to random drug testing as administered by the Contractor or the City by requiring each employee, by written agreement with the Contractor, to comply with the Contractor's drug testing policy (the "Personnel Agreement"). The Personnel Agreement must contain the employees waiver of privacy issues and the employee's permission that the drug testing company reveal to the Contractor the results of any drug tests conducted pursuant to Contractor's drug testing policy to the extent such waiver and permission does not violate any applicable laws, including, but not limited to,

privacy laws and HIPPA. 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 employee Agreements to the City. Contractor must execute the Certificate Regarding Drug Free Workplace Requirements in accordance with §415.B of this Agreement and attached hereto as Exhibit H 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 Ohio Revised Code 3719.01, 3719.41, & 123.34. Contractor shall be solely responsible for administering its drug testing policy. Contractor shall be solely responsible in selecting an independent drug testing facility which will conduct the random drug tests.

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

1. Random drug testing pursuant to such drug testing policy shall be conducted by an independent testing facility as selected by Contractor pursuant to the provisions of this Agreement. The testing must be conducted within one business day of notifying an employee 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 employee may be under the influence of drugs or alcohol. Said reasonable basis shall be established either by an admission on the part of the employee or by direct, observations of abnormal behavior; provided however that whenever practicable, such observations shall be corroborated by a second observer or by other reliable evidence.
3. Contractor shall insure that the independent testing facility conducting the drug test administers a Five Panel Toxicology Testing which detects the intake of drugs within the recent past (instant tests up to approximately 24 hours prior and urine tests approximately up to 72 hours prior). The Five Panel Toxicology Testing shall require random screening for the following substances: Marijuana, Cocaine, Amphetamines, Opiates, and PCP.

Uniforms

All Community Intervention Workers should wear a uniform issued by the Contractor during working hours. The contractor shall issue a photo ID upon completion of the fingerprint and background check for all Community Intervention Workers. The photo ID will be renewed every 12 months.

Community Intervention Workers shall carry their photo ID and wear a uniform when responding to all gang-related incidents, working in the community and or schools and in the presence of community residents, Columbus Police Department and other City officials.

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 key personnel with equally or better qualified staff and shall notify City of any such change.

2. The Contractor shall only employ persons who meet the qualifications for their positions as negotiated between the Contractor and the City for this Agreement.
3. The Contractor shall not use funds provided under this Agreement to pay salaries in excess of the maximum salary designated for each position as negotiated between the Contractor and the City and established in the salary range for each position, which shall be provided to the city during the budget approval process.
4. Contractor shall designate and schedule the availability of one full-time staff position to be responsive to this Agreement and who shall serve as the primary liaison between the Contractor and the City with respect to project administrative issues, e.g., reporting requirements, personnel changes relating to this Agreement, payment requests.
5. Deviation of the foregoing limitations shall require written City approval.

Internal Monitoring

Contractor shall conduct periodic, objective program and fiscal monitoring reviews of the project it operates to ensure compliance applicable to federal, state and City requirements. At minimum, Contractor shall review 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 procedures and resolution, expenditures versus cost category amounts, cost allocations, cash management practices, procurement methods and selection of subcontractors, and property management.

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 program performance review twice per year on subcontractors, to include an on-site review of contract compliance, including:
 - a. Examination of case files and records
 - b. Program documentation files and records
 - c. Actual service provision, e.g., visiting program sessions.
2. Contractors requiring technical assistance in the Review Process may request assistance from the City's APPS Office.
3. Contractor shall prepare and provide written monitoring reports to the subcontractor(s) within two weeks after monitoring visit that, at minimum, identifies successes and/or problems, makes recommendations for quality improvement, and requires, if applicable, the establishment of a corrective action plan to address problematic findings within a specified time frame. Contractor shall review the corrective action plan, provide written approval when acceptable corrective action(s) have been made, and follow up the implementation of corrective action by conducting an independent monitoring effort.
4. If a fiscal review of the subcontractor initiated by the Contractor reveals evidence of disallowed costs, Contractor shall immediately notify the City in writing. If fiscal review identifies evidence of fraud and/or abuse, Contractor shall notify the City immediately and follow up in writing within 24 hours.

5. 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.
6. Contractor shall be responsible for coordination between the City and its subcontractors with respect to the 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.
7. Contractor shall immediately notify its City policy analyst whenever there is a change in subcontractor's ability to provide services according to the sub-agreement or whenever there is a change of subcontractor staff providing services.
8. When a subcontractor is removed for reason of nonperformance of contractual obligations, the Contractor shall first 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.