



AGENDA ITEM NO.

COUNCIL MEETING                      04/29/08
APPROVED BY
DEPARTMENT DIRECTOR

CITY MANAGER

April 29, 2008

FROM: JERRY P. DYER, Chief of Police  
Police Department

BY: KEITH L. FOSTER, Deputy Chief  
Support Division

SUBJECT: APPROVE AND AUTHORIZE TWO GANG PREVENTION SERVICE CONTRACTS:  
1) ASSESSMENT, TRAINING & RESEARCH ASSOCIATES, FOR CLINICAL ASSESSMENTS FOR AN AMOUNT NOT TO EXCEED \$41,250; AND  
2) CROSSOVER MINISTRIES, dba AESTHETIC VIEW INSTITUTE, FOR ANGER MANAGEMENT SERVICES FOR AN AMOUNT NOT TO EXCEED \$26,250

### KEY RESULT AREA

Public Safety

### RECOMMENDATION

Staff recommends that Council approve and authorize the Police Chief to enter into contracts with the following service providers for the Mayor's Gang Prevention Initiative project:

1. Assessment, Training & Research Associates, for clinical assessment consulting services for an amount not to exceed \$41,250.
2. Crossover Ministries, dba Aesthetic View Institute, for anger management services for an amount not to exceed \$26,250.

### EXECUTIVE SUMMARY

The Fresno Police Department has worked closely with the Purchasing Department to conduct informal Requests for Proposals to secure anger management services to meet the needs of individuals who are participating in the Mayor's Gang Prevention Initiative (MGPI). On June 29, 2007, Purchase Order No. 48293 was issued to Crossover Ministries, dba Aesthetic View Institute, for anger management services for an amount under \$50,000. One hundred and sixty-three individuals were referred to the Aesthetic View Institute for anger management treatment. One hundred and ten individuals completed the anger management treatment program before the contract expired on October 31, 2007, with the depletion of funds under the Purchase Order. On December 11, 2007, City Council approved funding (\$56,614) for 53 additional individuals and the funds were again depleted. An additional 75 individuals have been awaiting treatment at a cost not to exceed of \$26,250. An interim contract is needed with Aesthetic View Institute to begin treatment of the 75 individuals beginning April 1, 2008, and continuing through September 30, 2008.

The Fresno Police Department also issued a Request for Proposals for Consulting Services for Clinical Assessments for Gang Prevention. The RFP resulted in a written contract with Assessment, Training & Research Associates (ATR). On August 1, 2007, Purchase Order No. 48705 was issued to Assessment, Training & Research Associates for clinical assessment consulting services for an

amount of \$45,000. Three hundred individuals were referred to ATR for clinical assessment. An additional 275 individuals have been awaiting clinical assessment at a cost not to exceed \$41,250. An interim contract is needed with ATR to complete the clinical assessments of the 275 individuals beginning April 1, 2008, and continuing through July 30, 2008.

While the Department is awaiting receipt of proposals under the two respective new Formal RFPs for clinical assessment consulting services and anger management services, any new contracts awarded thereunder are not expected to begin until July 1, 2008.

The Council is being asked to approve each of the recommended contracts and authorize the Police Chief to enter into contracts with the recommended service providers for the Mayor's Gang Prevention Initiative project. The cost of these services will be paid out of funds appropriated in the FY 08 Budget.

### **KEY OBJECTIVE BALANCE**

These projects illustrate a balance of the City's three Key Objectives of Customer Satisfaction, Employee Satisfaction and prudent Financial Management. The services provided by the Mayor's Gang Prevention Initiative have diverted over 600 "at-risk" participants from potentially dangerous gang activity to positive and productive educational, employment, and developmental opportunities.

The traditional law enforcement approach to address gang-related violence has been to focus primarily on suppression tactics. However, evidence is appearing to suggest that the most effective method for long-term reduction of gang-related violence and gang-related activities requires a combination of prevention, intervention and suppression strategies. The Mayor's Gang Prevention Initiative, in conjunction with the comprehensive gang eradication strategy employed by the Fresno Police Department, has proven to be very effective in reducing gang-related violence and gang-related incidents. The City's competitive procurement process was used to award the contracts to these service providers.

### **BACKGROUND**

The Mayor's Gang Prevention Initiative (MGPI) was initially funded in FY 07, and the first validated gang member was referred to the program on September 5, 2006. Since that time, the program has continued to grow. As of December 1, 2007, the MGPI has received 2,056 referrals of validated gang members or gang associates.

The number of referrals to the MGPI signifies the credibility of the program and its acceptance by individuals who want to leave the gang lifestyle. The MGPI has received referrals from a variety of sources such as community recruiters, school officials, community service providers, police officers, and self-referrals. The continued gang eradication strategies of the Fresno Police Department, coupled with the increased dissemination of information about the MGPI, will result in more people taking advantage of the program services.

The ultimate goal of the Mayor's Gang Prevention Initiative is to utilize the five-pronged approach: Prevention, Intervention, Suppression, Rehabilitation, and Economic Development to provide both the incentive and the opportunity for validated gang members to leave the gang lifestyle, as well as

preventing associate gang members and “wanna-be” gang members from escalating into full gang membership.

**FISCAL IMPACT**

The total combined value of all the contracts is \$67,500. The funds have been appropriated in the FY 08 budget to pay for the costs associated with these contracts.

JPD:KF

04/09/08

**AGREEMENT  
CITY OF FRESNO, CALIFORNIA  
CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into the 15th day of April, 2008, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and Assessment, Training & Research Associates, a sole proprietorship (hereinafter referred to as "CONSULTANT").

**RECITALS**

WHEREAS, CITY desires to obtain professional clinical assessment services for the Mayor's Gang Prevention Initiative on an interim basis, hereinafter referred to as the "Project;" and

WHEREAS, CONSULTANT provided such services under an informal contract dated August 1, 2007 following CITY's issuance of a Request for Proposals for Consulting Services for Clinical Assessments for Gang Prevention in City fiscal year 2007; and

WHEREAS, CONSULTANT is willing to continue to provide such services on an interim basis while CITY is conducting a new Request for Proposal process for fiscal year 2009; and

WHEREAS, CONSULTANT is engaged in the business of furnishing technical and expert services as a Clinician and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, CONSULTANT acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for CITY by its Police Chief (hereinafter referred to as "Administrator") or his/her designee.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**. The total number of participant referrals listed in **Exhibit A** is an estimate. The actual requirement of CITY may be less than the number specified and no new participants will be referred after June 30, 2008. In no event will CONSULTANT perform services for participants in excess of the total number of participants listed in **Exhibit A** without a prior written amendment in accordance with Section 3(c) of this Agreement. Subject to Section 3(a) below, CITY will compensate CONSULTANT only for services performed for those participants whom CITY actually refers to CONSULTANT during the term of the Agreement by a written referral. CONSULTANT agrees that this is a non-exclusive Agreement and CITY is not obligated by this Agreement to refer all participants for clinical assessment services under the Project to CONSULTANT. Referrals will be strictly in CITY's sole discretion.

2. Term of Agreement and Time for Performance. It is the intent of the parties that the terms and conditions of this Agreement shall be effective from April 15, 2008 ("Effective Date") and shall continue in full force and effect through June 30, 2008 or through completion of services for those participants referred through June 30, 2008, whichever is later; subject to any

earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$41,250, paid on the basis of the rates and payment schedule set forth in the schedule of fees and expenses contained in **Exhibit A**. CONSULTANT shall immediately notify the Administrator or his/her designee upon incurring costs totaling \$30,937 of such total fee. The total fee includes all expenses incurred by CONSULTANT in performance of the services.

(b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of CITY business. CITY shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

(c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to CONSULTANT'S compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. CONSULTANT shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of CITY to CONSULTANT upon the earlier of: (i) CONSULTANT'S filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTANT; (ii) 7 calendar days prior written notice with or without cause by CITY to CONSULTANT; (iii) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, CONSULTANT shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of CONSULTANT that are owned by CITY. Subject to the terms of this Agreement, CONSULTANT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CONSULTANT shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of CONSULTANT to satisfactorily perform in accordance with the terms of this Agreement, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY'S damages caused by such failure. In no event shall any payment by CITY pursuant to this Agreement constitute a

waiver by CITY of any breach of this Agreement which may then exist on the part of CONSULTANT, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.

(d) Upon any breach of this Agreement by CONSULTANT, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) CONSULTANT shall provide CITY with adequate written assurances of future performance, upon Administrator's request, in the event CONSULTANT fails to comply with any terms or conditions of this Agreement.

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

##### 5. Confidential Information and Ownership of Documents.

(a) Any reports, information, or other data prepared or assembled by CONSULTANT pursuant to this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, CONSULTANT shall not, without the prior written consent of CITY, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in CITY.

(b) Any and all writings and documents prepared or provided by CONSULTANT pursuant to this Agreement are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Agreement. CONSULTANT shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(c) CONSULTANT shall monitor all procedures so that all records relating to the Project will be handled and safeguarded according to the privacy provisions of the Health Insurance Portability and Accountability Act (45 U.S.C. Section 1171 et seq.) and the regulations promulgated thereunder (hereafter collectively referred to as "HIPAA") for all medical records and in conformity with the laws of the State of California relating to the confidentiality of health information.

(d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to CITY that CONSULTANT is skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of CONSULTANT to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services. Therefore, any acceptance of such services by CITY shall not operate as a release of CONSULTANT from said professional standards.

7. Indemnification. To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in **Exhibit B** or as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under

the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of CITY, CONSULTANT shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide insurance protection in favor of CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any services by the subcontractor.

9. Conflict of Interest and Non-Solicitation.

(a) Prior to CITY'S execution of this Agreement, CONSULTANT shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, CONSULTANT shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by CONSULTANT in such statement.

(b) CONSULTANT shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of CITY, CONSULTANT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations. CONSULTANT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTANT shall immediately notify CITY of these facts in writing.

(c) In performing the work or services to be provided hereunder, CONSULTANT shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) CONSULTANT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing.

CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, CONSULTANT shall remain responsible for complying with Section 9(b), above.

(f) If CONSULTANT should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTANT shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 9 shall survive expiration or termination of this Agreement.

10. Recycling Program. In the event CONSULTANT maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, CONSULTANT at its sole cost and expense shall:

- (i) Immediately establish and maintain a viable and ongoing recycling program, approved by CITY'S Solid Waste Management Division, for each office and facility. Literature describing CITY recycling programs is available from CITY'S Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (ii) Immediately contact CITY'S Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (iii) Cooperate with and demonstrate to the satisfaction of CITY'S Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or his/her designee.

(b) Records of CONSULTANT'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of five years after final payment or, if longer, for any period required by law. Subject to the provisions of HIPAA, all books, documents, papers, and records of CONSULTANT pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This Section 11(b) shall survive expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by CITY, CONSULTANT shall have provided evidence to CITY that CONSULTANT is licensed to perform the services called for by this Agreement (or that no license is required). If CONSULTANT should subcontract all or any portion of the work or services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide evidence to CITY that subcontractor is licensed to

perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, CONSULTANT agrees as follows:

(a) CONSULTANT will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) CONSULTANT will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. CONSULTANT shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to CONSULTANT'S employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CONSULTANT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

13. Independent Contractor.

(a) In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However,

CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between CONSULTANT and CITY. CONSULTANT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, CONSULTANT shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, CONSULTANT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, CONSULTANT shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of CONSULTANT'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to CITY or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

16. Assignment.

(a) This Agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights or obligations under this Agreement without the prior written approval of the City Manager or his/her designee. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by the City Manager or his/her designee.

(b) CONSULTANT hereby agrees not to assign the payment of any monies due CONSULTANT from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due CONSULTANT directly to CONSULTANT.

17. Compliance With Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States (including, but not limited to, HIPAA), the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of

this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CONSULTANT.

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IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

Assessment, Training & Research  
Associates,  
a sole proprietorship

By: \_\_\_\_\_  
Jerry Dyer, Police Chief  
Fresno Police Department

By: \_\_\_\_\_

ATTEST:  
REBECCA E. KLISCH  
City Clerk

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(if corporation or LLC, Board  
Chair, Pres. or Vice Pres.)

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_

APPROVED AS TO FORM:  
JAMES C. SANCHEZ  
City Attorney

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(if corporation or LLC, CFO,  
Treasurer, Secretary or Assistant  
Secretary)

By: \_\_\_\_\_  
Nancy A. Algier                      Date  
Senior Deputy

Any Applicable Professional License:  
Number: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date of Issuance: \_\_\_\_\_

Addresses:

CITY:  
City of Fresno  
Attention: Robert Garcia, Management  
Analyst  
3030 N. Maroa, Suite 204  
Fresno, CA 93704  
Phone: (559) 621-6230  
FAX: (559) 228-0593

CONSULTANT:  
Assessment, Training & Research  
Associates  
Attention: Debra Harkness  
4411 N. Cedar Ave., Suite 108  
Fresno, CA 93726  
Phone: (559) 681-1947  
FAX: (559) 486-6294

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form

## Exhibit A

### SCOPE OF SERVICES Consultant Service Agreement between City of Fresno and Assessment, Training & Research Associates Clinical Assessments – Mayor’s Gang Prevention Initiative PROJECT TITLE

Consultant shall provide expertise, advice and services pertaining to clinical assessments for the City of Fresno as it relates to gang prevention. It is estimated that there may be up to 275 written referrals from the City of Fresno Police Department "Mayor's Gang Prevention Initiative" (MGPI) Program for clinical assessments of either validated gang members or gang wanna-be/associate level youth/adult.

Consultant shall accept up to 25 written referrals each week and provide each of the following services:

1. Conduct clinical assessments of both validated gang members and gang wanna-be/associate level youth/adult (ranging in age from approximately 5-17 years of age for youth and 18-65 years of age for adults) referred by the City of Fresno Police Department MGPI program Coordinator (“MGPI Coordinator”);
2. Conduct proven California State approved assessment tools to assess and recommend a plan of intervention, i.e., need for treatment services at the appropriate level of care. The assessment will take place in a clinical setting to promote and safe guard the confidentiality of the participant. Assessments will be conducted at remote locations (e.g., schools or detention facilities) when necessary. The agreed methods of performing assessments are:

Consultant will appoint an appropriately licensed professional to supervise all portions of the assessments at its place of business located within the City of Fresno. The Alcohol and Other Drug (AOD) portion of the assessment will be done by trained staff of Consultant. AOD treatment plans will be developed using the "Accucare" instrument. The mental health portion of the assessment will be conducted by appropriately trained staff clinicians under the supervision of Consultant’s licensed professional. The Achenbach instrument indicated below will be administered by the clinician assigned to the participant.

The assessment instruments to be used shall include the ASI and ASI-Teen (for adolescents), and the Minimum Treatment Outcome Questions that are included in the CalOMS statewide system for monitoring and evaluating treatment outcomes. These state-approved instruments capture baseline participant status in the following areas of functioning:

- Medical needs
- Educational needs—complete high school, GED, or enter vocational training or college
- Employment needs and job training needed
- Substance abuse—level of severity pre-treatment
- Legal involvement—no new charges/Violation of Probation (VOP) and level of gang involvement pre- and post-treatment

- Level of social and family supports available for successful community re-integration.
- Mental health condition and changes in severity pre- and post-treatment.

Other instruments will include the following to provide detailed assessment and diagnosis of mental health problems and aggressive behavior:

- Consultant will assess each participant using the DSM-IV categorization of disorders. Each participant will be assigned a diagnosis based on this rubric, or will be reported free of any disorder.
  - Use of standardized instruments well-known in the field of mental health, which will aid the clinician in providing a DSM-IV diagnosis:
    - The Beck Depression Inventory—provides a quick measure of depression level
    - The STAIT (State-Trait Anxiety Scales)—measure chronic and situational anxiety
  - The Achenbach System of Empirically-Based Assessment, which has normed and validated instruments for Youth (age 11-17)/Adults (18-64). These tools measure: internalizing behavior (tendency to depression and suicidal thoughts and behaviors) vs. externalizing behavior (proclivity to aggression and violent behavior). The Achenbach system also provides information on severity of DSM-IV categorization. A registered intern training for the LCSW or MFT degree or clinician will assess each participant using the DSM-IV categorization of disorders. Each participant will be assigned a diagnosis based on this rubric, or will be reported free of any disorder.
  - Domestic Violence Indexes
  - Child Behavior Check List (CBCL) for children 10 and below. Depending on the collaboration with the schools, may utilize the teacher version of the CBCL.
3. Within 10 days of receipt of the written referral, conduct the assessment and prepare and provide a written report to the MGPI Coordinator identifying needed services, i.e., the need for educational, employment, housing, medical or mental health assistance and to identify, assess and create a plan of intervention (Treatment Plan) for dealing with drug/or alcohol use/abuse/dependency, aggressive behavior and mental health issues. Consultant will provide the MGPI Coordinator with the written report and will provide no additional services to the person being assessed. The agreed method of compliance will be:

After completion and scoring of the assessment materials, a detailed plan for intervention will be created. This Treatment Plan will include: the need for substance abuse treatment services, housing, employment and/or schooling. The intervention plan will also include a plan to provide medical care and mental health services. This plan will identify the appropriate level of care in the realms of medical care, substance abuse, education, employment, anger management and mental health. The level of care shall be based upon the rating system on the following page:

## Modified Borg Scale

Need Rating	Description
0	Service is not needed at this time
1	Mild (very, very mild),
2	Mild (very mild)
3	Mild (slightly mild)
4	Mild
5	Moderate (very, very moderate)
6	Moderate (very moderate)
7	Moderate (slightly moderate)
8	Moderate
9	Severe (very severe)
10	Severe (life-threatening condition)

The intervention plan will also include the level of assistance needed to function in participant's family, work and community.

4. Provide the MGPI Coordinator with the completed assessment reports, and any modifications, which will assist the MGPI Coordinator in making arrangements/referrals for the safe and timely entrance/transition into local treatment programs, educational and employment programs. In addition, Consultant will provide a diagnosis and prognosis with the reports for each of the referred individuals. Consultant agrees to make recommendations that align (whenever possible) with the appropriate MGPI Program referral category(s), if needed.
5. Collect data to address the progress (change) in the dimensions evaluated and provide a post assessment report to the MGPI Coordinator within 30 days of receipt of a written return notification from the MGPI Coordinator of a participant who has completed his/her Treatment Plan. The dimensions consist of Medical, Education, Employment, Substance Abuse, Legal, Social/Family Supports and Mental Health. The agreed method of compliance will be:

After completion of treatment, the participant will receive a post-assessment, using the same instrumentation as noted for the initial assessment. Use of the same instruments provides a common baseline and consistent measure of progress. Again, the proposed instruments cover the following domains of functioning:

- Medical needs
- Educational needs—complete high school, GED, or enter vocational training or college
- Employment needs and job training needed
- Substance abuse—level of severity pre- and post-treatment
- Legal involvement—new charges/or Violation of Probation (VOP) and level of gang involvement pre- and post-treatment. The goal is to prevent new charges or VOP and eliminate gang involvement.
- Level of social and family supports available for successful community re-integration.
- Mental health condition and changes in severity pre- and post-treatment.

6. Process and provide respective assessment and post assessment reports timely, with the exception of individuals identified with issues requiring resolution prior to continuing with assessment. The exceptions will be handled on a case by case basis. Consultant shall immediately notify the MGPI Coordinator of the occurrence of any event that will delay timely submittal of a report.

#### **Schedule of Fees and Expenses**

A total fee of \$150 per participant which includes services for both pre-treatment and post treatment assessments. This one-time fee is payable after receipt of a detailed statement and completion of the pre-treatment assessment and delivery of the report to the MGPI Coordinator. This fee includes all expenses. No other charges will be allowed within the scope of this Agreement.

## Exhibit B

### **INSURANCE REQUIREMENTS** **Consultant Service Agreement between City of Fresno** **and Assessment, Training & Research Associates** Clinical Assessments – Mayor’s Gang Prevention Initiative PROJECT TITLE

#### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the California Labor Code and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT’S profession.

#### **Minimum Limits of Insurance**

CONSULTANT shall maintain limits of liability of not less than:

1. General Liability:  
\$1,000,000 per occurrence for bodily injury and property damage  
\$1,000,000 per occurrence for personal and advertising injury  
\$2,000,000 aggregate for products and completed operations  
\$2,000,000 general aggregate applying separately to the work performed under the Agreement
2. Automobile Liability:  
\$1,000,000 per accident for bodily injury and property damage
3. Employer’s Liability:  
\$1,000,000 each accident for bodily injury  
\$1,000,000 disease each employee  
\$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions)

\$1,000,000 per claim/occurrence  
\$2,000,000 policy aggregate

**Umbrella or Excess Insurance**

In the event CONSULTANT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

**Deductibles and Self-Insured Retentions**

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

**Other Insurance Provisions**

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers.
3. CONSULTANT'S insurance coverage shall be primary and no contribution shall be required of CITY.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: CONSULTANT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The "Retro Date" must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 5-year

discovery period. This requirement shall survive expiration or termination of the Agreement.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of the Agreement, CONSULTANT must purchase "extended reporting" coverage for a minimum of 5 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to CITY. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

#### **Acceptability of Insurers**

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by CITY'S Risk Manager.

#### **Verification of Coverage**

CONSULTANT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences.

**Exhibit C**

**DISCLOSURE OF CONFLICT OF INTEREST**

Clinical Assessments – Mayor’s Gang Prevention Initiative  
PROJECT TITLE

		<b>YES*</b>	<b>NO</b>
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 (name)  
 \_\_\_\_\_  
 (company)  
 \_\_\_\_\_  
 (address)  
 \_\_\_\_\_  
 (city state zip)

Additional page(s) attached.

**AGREEMENT  
CITY OF FRESNO, CALIFORNIA  
SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into the 15th day of April, 2008, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and Crossover Ministries dba Aesthetic View Institute, a California non-profit corporation (hereinafter referred to as "SERVICE PROVIDER").

**RECITALS**

WHEREAS, CITY desires to obtain professional anger management services for the Mayor's Gang Prevention Initiative on an interim basis, hereinafter referred to as the "Project;" and

WHEREAS, SERVICE PROVIDER provided such services under an informal contract dated June 29, 2007 following CITY's issuance of a Request for Proposals for Anger Management Services for Gang Prevention in City fiscal year 2007; and

WHEREAS, SERVICE PROVIDER is willing to continue to provide such services on an interim basis while CITY is conducting a new Request for Proposal process for fiscal year 2009; and

WHEREAS, SERVICE PROVIDER is engaged in the business of furnishing technical and expert services as a clinical social worker and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, SERVICE PROVIDER acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107; and

WHEREAS, this Agreement will be administered for CITY by its Police Chief (hereinafter referred to as "Administrator") or his/her designee.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. SERVICE PROVIDER shall perform to the satisfaction of CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**. The total number of participant referrals listed in **Exhibit A** is an estimate. The actual requirement of CITY may be less than the number specified and no new participants will be referred after June 30, 2008. In no event will SERVICE PROVIDER perform services for participants in excess of the total number of participants listed in **Exhibit A** without a prior written amendment in accordance with Section 3(c) of this Agreement. Subject to Section 3(a) below, CITY will compensate SERVICE PROVIDER only for services performed for those participants whom CITY actually refers to SERVICE PROVIDER during the term of the Agreement by a written referral. SERVICE PROVIDER agrees that this is a non-exclusive Agreement and CITY is not obligated by this Agreement to refer all participants for clinical assessment services under the Project to SERVICE PROVIDER. Referrals will be strictly in CITY's sole discretion.

2. Term of Agreement and Time for Performance. It is the intent of both parties that the terms and conditions of this Agreement shall be effective April 15, 2008 ("Effective Date") and shall continue in full force and effect through June 30, 2008 or through completion of

services for those participants referred through June 30, 2008, whichever is later; subject to any earlier termination in accordance with this Agreement. The services of SERVICE PROVIDER as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**. SERVICE PROVIDER shall ensure that all participants referred by CITY under this Agreement have been provided the opportunity to complete the treatment program on or before June 30, 2008.

3. Compensation.

(a) SERVICE PROVIDER'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$26,250, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.

(b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of CITY business. CITY shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense. Statements shall be on a "Treatment per Participant per Month" basis and costs broken down (an itemized breakdown by Participant and monthly cost).

(c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to SERVICE PROVIDER'S compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. SERVICE PROVIDER shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

(d) SERVICE PROVIDER shall use the funds provided by CITY solely for the purpose of providing the services required under the Agreement. City expressly reserves the right to demand of SERVICE PROVIDER the repayment to CITY of any such funds paid to SERVICE PROVIDER under this Agreement which, in the judgment of CITY, were not expended or used in accordance with the terms of the Agreement, and SERVICE PROVIDER agrees to promptly refund any such funds within 10 days of CITY'S written demand.

4. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of CITY to SERVICE PROVIDER upon the earlier of: (i) SERVICE PROVIDER'S filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against SERVICE PROVIDER; (ii) 15 calendar days prior written notice without cause by CITY to SERVICE PROVIDER; (iii) 15 calendar days prior written notice with cause by CITY to SERVICE PROVIDER; (iv) prior written notice by CITY to SERVICE PROVIDER in the event of CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (v) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, SERVICE PROVIDER shall (i) immediately stop all work hereunder; (ii) immediately cause any

and all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of SERVICE PROVIDER that are owned by CITY. Subject to the terms of this Agreement, SERVICE PROVIDER shall be paid compensation for services satisfactorily performed prior to the effective date of termination. SERVICE PROVIDER shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of SERVICE PROVIDER to satisfactorily perform in accordance with the terms of this Agreement, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY'S damages caused by such failure. In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement which may then exist on the part of SERVICE PROVIDER, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.

(d) Upon any termination or expiration of the Agreement, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) SERVICE PROVIDER shall provide CITY with adequate written assurances of future performance, upon Administrator's request, in the event SERVICE PROVIDER fails to comply with any terms or conditions of this Agreement.

(f) SERVICE PROVIDER shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of SERVICE PROVIDER and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. SERVICE PROVIDER shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence. SERVICE PROVIDER shall have no claim for damages against CITY for any such cause of delay, but shall be entitled to an extension of time as will reasonably compensate SERVICE PROVIDER for actual loss of time occasioned thereby.

##### 5. Confidential Information, Ownership of Documents.

(a) Any reports, information, or other data prepared or assembled by SERVICE PROVIDER pursuant to this Agreement shall not be made available to any individual or organization by SERVICE PROVIDER without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, SERVICE PROVIDER shall not, without the prior written consent of CITY, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in CITY.

(b) Any and all writings and documents prepared or provided by SERVICE PROVIDER pursuant to this Agreement are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Agreement. SERVICE PROVIDER shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(c) SERVICE PROVIDER shall monitor all procedures so that all records relating to the Project will be handled and safeguarded according to the privacy provisions of the Health Insurance Portability and Accountability Act (45 U.S.C. Section 1171 et seq.) and the regulations promulgated thereunder (hereafter collectively referred to as "HIPAA") for all medical records and in conformity with the laws of the State of California relating to the confidentiality of health information.

(d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as SERVICE PROVIDER represents to CITY that SERVICE PROVIDER is skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of SERVICE PROVIDER to do and perform such services in a skillful manner and SERVICE PROVIDER agrees to thus perform the services. Therefore, any acceptance of such services by CITY shall not operate as a release of SERVICE PROVIDER from said professional standards.

7. Indemnification. SERVICE PROVIDER shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, SERVICE PROVIDER or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. SERVICE PROVIDER'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of CITY or any of its officers, officials, employees, agents or volunteers.

If SERVICE PROVIDER should subcontract all or any portion of the services to be performed under this Agreement, SERVICE PROVIDER shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, SERVICE PROVIDER shall pay for and maintain in full force and effect all insurance as required in **Exhibit B** or as may be authorized, and any additional insurance as may be required, in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, SERVICE PROVIDER or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to SERVICE PROVIDER shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve SERVICE PROVIDER of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by SERVICE PROVIDER shall not be deemed to release or diminish the liability of SERVICE PROVIDER, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SERVICE PROVIDER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SERVICE PROVIDER, its principals, officers, agents, employees, persons under the supervision of SERVICE PROVIDER, vendors, suppliers, invitees, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of CITY, SERVICE PROVIDER shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If SERVICE PROVIDER should subcontract all or any portion of the services to be performed under this Agreement, SERVICE PROVIDER shall require each subcontractor to provide insurance protection in favor of CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with SERVICE PROVIDER and CITY prior to the commencement of any services by the subcontractor.

9. Conflict of Interest; Non-Solicitation; Political and Religious Activity Prohibited; Lobbying Prohibited.

(a) In performing the work or services to be provided hereunder, SERVICE PROVIDER shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(b) SERVICE PROVIDER represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(c) None of the funds or services provided directly or indirectly under this Agreement shall be used for any political activity, or to further the election or defeat of any ballot measure or candidate for public office.

(d) None of the funds or services provided directly or indirectly under this Agreement shall be used for any religious activity, including but not limited to religious worship, instruction, or proselytization, or to purchase religious materials. SERVICE PROVIDER shall not require those individuals or entities receiving the services funded, in whole or in part, by this Agreement to attend or take part in any religious activities. Furthermore, SERVICE PROVIDER shall take reasonable steps to insure that functions or activities funded with funds hereunder are separate in time or in location from functions or activities that are inherently religious, such as religious worship, instruction, or proselytization.

(e) None of the funds, equipment or materials provided under this Agreement shall be used for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending before any legislative body.

(f) If SERVICE PROVIDER should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, SERVICE PROVIDER shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 9 shall survive expiration or termination of this Agreement.

10. Recycling Program. In the event SERVICE PROVIDER maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, SERVICE PROVIDER at its sole cost and expense shall:

- (i) Immediately establish and maintain a viable and ongoing recycling program, approved by CITY'S Solid Waste Management Division, for each office and facility. Literature describing CITY recycling programs is available from CITY'S Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (ii) Immediately contact CITY'S Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (iii) Cooperate with and demonstrate to the satisfaction of CITY'S Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or his/her designee.

(b) Records of SERVICE PROVIDER'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of five years after final payment or, if longer, for any period required by law. Subject to the provisions of HIPAA, all books, documents, papers, and records of SERVICE PROVIDER pertaining to the Project shall be available for the purpose of making

audits, examinations, excerpts, and transcriptions for the same period of time. This Section 11(b) shall survive expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by CITY, SERVICE PROVIDER shall have provided evidence to CITY that SERVICE PROVIDER is licensed to perform the services called for by this Agreement (or that no license is required). If SERVICE PROVIDER should subcontract all or any portion of the work or services to be performed under this Agreement, SERVICE PROVIDER shall require each subcontractor to provide evidence to CITY that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Independent Contractor.

(a) In the furnishing of the services provided for herein, SERVICE PROVIDER is acting solely as an independent contractor. Neither SERVICE PROVIDER, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which SERVICE PROVIDER shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that SERVICE PROVIDER is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between SERVICE PROVIDER and CITY. SERVICE PROVIDER shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, SERVICE PROVIDER shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, SERVICE PROVIDER and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. SERVICE PROVIDER shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, SERVICE PROVIDER shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of SERVICE PROVIDER'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, SERVICE PROVIDER may be providing services to others unrelated to CITY or to this Agreement.

13. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time

designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

14. Binding. Subject to Section 15, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

15. Assignment.

(a) This Agreement is personal to SERVICE PROVIDER and there shall be no assignment by SERVICE PROVIDER of its rights or obligations under this Agreement without the prior written approval of the City Manager or his/her designee. Any attempted assignment by SERVICE PROVIDER, its successors or assigns, shall be null and void unless approved in writing by the City Manager or his/her designee.

(b) SERVICE PROVIDER hereby agrees not to assign the payment of any monies due SERVICE PROVIDER from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due SERVICE PROVIDER directly to SERVICE PROVIDER.

16. Compliance With Law. In providing the services required under this Agreement, SERVICE PROVIDER shall at all times comply with all applicable laws of the United States (including, but not limited to, HIPAA), the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

17. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

18. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

19. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

20. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

21. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this

Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

22. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

23. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

24. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

25. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

26. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

27. Nondiscrimination. To the extent required by controlling federal, state and local law, SERVICE PROVIDER shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, SERVICE PROVIDER agrees as follows:

(a) SERVICE PROVIDER will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) SERVICE PROVIDER will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era, unless permitted under applicable federal and state law, including but not limited to 42 U.S.C §§ 2000 et seq. or California Government Code §§ 12900 et seq. SERVICE PROVIDER shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental

disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to SERVICE PROVIDER's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SERVICE PROVIDER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) SERVICE PROVIDER will, in all solicitations or advertisements for employees placed by or on behalf of SERVICE PROVIDER in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era, unless permitted under applicable federal and state law, including but not limited to 42 U.S.C §§ 2000 et seq. or California Government Code §§ 12900 et seq.

(d) SERVICE PROVIDER will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of SERVICE PROVIDER's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and SERVICE PROVIDER.

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IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

Crossover Ministries dba Aesthetic View  
Institute,  
a California non-profit corporation

By: \_\_\_\_\_  
Jerry Dyer, Police Chief  
Fresno Police Department

By: \_\_\_\_\_

ATTEST:  
REBECCA E. KLISCH  
City Clerk

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(if corporation or LLC, Board  
Chair, Pres. or Vice Pres.)

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_

APPROVED AS TO FORM:  
JAMES C. SANCHEZ  
City Attorney

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(if corporation or LLC, CFO,  
Treasurer, Secretary or Assistant  
Secretary)

By: \_\_\_\_\_  
Nancy A. Algier                      Date  
Senior Deputy

Any Applicable Professional License:  
Number: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date of Issuance: \_\_\_\_\_

Addresses:

CITY:  
City of Fresno  
Attention: Robert Garcia,  
                    Management Analyst  
2326 Fresno Street  
Fresno, CA 93721  
Phone: (559) 341-1982  
FAX: (559) 457-1464

SERVICE PROVIDER:  
Aesthetic View Institute  
Attention: David Purvis,  
                    Executive Director  
2350 W. Shaw, Suite 118  
Fresno, CA 93711  
Phone: (559) 446-0522  
FAX: (559) 446-0522

Attachments:

- 1. Exhibit A - Scope of Services
- 2. Exhibit B - Insurance Requirements

## Exhibit A

### SCOPE OF SERVICES Service Agreement between City of Fresno and Crossover Ministries dba Aesthetic View Institute (“Service Provider”) Anger Management - Mayor's Gang Prevention Initiative PROJECT TITLE

Service Provider shall provide anger management treatment program services for the City of Fresno as it relates to gang prevention. It is estimated that there may be up to 75 written referrals from the City of Fresno Police Department "Mayor's Gang Prevention Initiative" (MGPI) Program based upon a needs assessment for anger management treatment of either validated gang members or gang wanna-be/associate level youth/adult.

Each participant is assigned a mentor by the Fresno Police Department MGPI Coordinator and the mentor may accompany or provide transportation for the participant. The mentor cannot assume the responsibility of signing for the parent of a minor.

The purpose of the treatment program is to assist the participants in departing from the gang lifestyle and improving their ability to successfully integrate productively in society. In addition, these services should assist the participant in returning to school or work. The services provided for treatment of the participant's condition can be significant if the participant has already begun the other steps to remove him/herself from the gang lifestyle. With this treatment program, participants will begin to develop self-assurance in working towards a happy, healthy, and successful life by building:

- A sense of competence: being able to do the right thing;
- A sense of usefulness through meaningful employment;
- A sense of belonging and acceptance: being part of a community;
- A sense of power: having control over one's future;
- A sense of peace: knowing nothing has control over the participant.

Service Provider Requirements: The Service Provider shall have at least one year experience in the field of anger management. Service Provider's Facilitators shall have a Bachelor's Degree from an accredited institution of higher education in counseling, social work, psychology, sociology, education, or related field. The Facilitators must have received training specific to the curriculum that the Service Provider will be providing.

Service Provider shall accept up to 75 written referrals and provide each of the following services:

- 1. Training Plan:** This plan shall include the method of initial training, ongoing training (if any) and any certifications required for one-on-one and/or group treatment. See Attachment A-1 to this Exhibit A.
- 2. Accountability/Objectivity of Services:** This includes a method of objectively identifying the initial severity of the participants condition and document a specific plan for type of treatment and time frames to reach goal (treatment plan).
- 3. Treatment Safety Plan:** This includes a Safety Plan as it applies to safety of personnel, patients, office, and equipment. This includes the following as they apply (this list is not

to be considered exhaustive):

- a. Compliance with all applicable industry requirements.
  - b. Employee/Participant physical protection issues (an outburst occurring in the office, etc.).
  - c. A plan for how to handle treatment complications (participant condition worsens).
  - d. The method of “after care instructions”, while participant is away from the office or facility.
  - e. Compliance with all applicable Clinical Services/Medical Codes that may apply.
  - f. Compliance with California Business & Professions Code: Applying to identifying the method of medical liability or professional liability insurance.
  - g. Compliance with the applicable California Health & Safety Code.
- 4. Case Management:** Service Provider shall document progress in a case file on an ongoing basis. Service Provider shall have a quality assurance program and established policies and procedures to handle all situations. The records shall be maintained for a period of five years from date of service, or turned over to MGPI staff (in the event of expiration of contract). The documented quality assurance program and case files must be available for inspection by the MGPI staff and/or its designated evaluator.
- 5. Measuring Program Success** – To measure program success, Service Provider will collect and report on data relating to participant progress. See Attachments A-2 and A-3 to this Exhibit A.
- 6. Confidentiality:** All services performed by Service Provider shall be in strict conformance with all applicable federal, State of California and local laws and regulations relating to confidentiality. Service Provider must comply with all current HIPAA requirements. Information is available at the following websites: <http://www.dmh.cahwnet.gov/hipaa/default.asp> and <http://a257.g.akamaitech.net/7/257/2422/14mar20010800/edocket.access.gpo.gov/2003/pdf/03-3877.pdf>.
- 7. Code of Ethics:** The Service Provider and its employees shall conduct themselves in accordance with each of the following:
- a. Conduct business honestly, fairly, courteously and with a high degree of integrity in professional dealings related to this Agreement and avoid any conduct that could reasonably be expected to reflect adversely upon the integrity of the City of Fresno.
  - b. Take precautions to ensure that claims are prepared and submitted accurately, timely and are consistent with all applicable laws, regulations, rules or guidelines.
  - c. Ensure that no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind are submitted.
  - d. Bill only for eligible services actually rendered and fully documented. Use billing codes that accurately describe the services provided.
  - e. Act promptly to investigate and correct problems if errors in claims or billings are discovered.
- 8. General:** Service Provider will provide the services for the 75 participants referred by written referral from the MGPI Coordinator prior to July 1, 2008 under the MGPI for the

Target Group No. 1 below, consistent with this Scope of Services and SERVICE PROVIDER'S "Class Content" sample, "Completion Expectations" and "Lethality Assessment," attached hereto as Attachments A-1, A-2 and A-3, respectively, and incorporated by reference herein.

**Target Group:**

**Target Group No. 1 Serious & Chronic Offenders (Male & Female):** High level of involvement in crime(s). May have well-developed manipulative skills. May exhibit a fierce loyalty to other gang members and are highly resistant to change.

**Schedule of Fees and Expenses**

The total not to exceed cost for completion of all services for the 75 participants under this program: \$26,250.

**ITEMIZED MONTHLY COST**

**Target Group No. 1: Serious & Chronic Offenders (Male and Female)**

<b>NO.</b>	<b>SERVICE ITEM PER CLIENT</b>	<b>UNIT</b>	<b>QTY.</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
1	Lethality Assessment – Initial intake	ea.	1	\$140	\$140
2	Lethality Assessment – Updated treatment plan	ea.	1	\$0	\$0
3	Lethality Assessment – Exit interview	ea.	1	\$140	\$140
4	Anger elimination training, three classes per week, months 1-3	class	39	-----	\$510
5	Training for mentor of offender, one class per week for 3 months	class	13	\$20	\$260
Total not to exceed cost per case:					\$1,050
Divided by average length of treatment, in months:					3
<b>Cost Total Per Participant Per Month:</b>					<b>\$350</b>

*Assumptions:*

*Group size is 6 participants maximum. Each class is 2 hours in length. Assessments are conducted by a licensed clinical social worker with experience in lethality assessment. Monthly Cost Total Per Participant based upon services rendered in part or in whole during preceding month based upon participant's participation in the program.*

## Exhibit B

### **INSURANCE REQUIREMENTS** **Service Agreement between City of Fresno** **and Crossover Ministries dba Aesthetic View Institute** Anger Management - Mayor's Gang Prevention Initiative PROJECT TITLE

#### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
3. Professional Liability (Errors and Omissions) insurance appropriate to SERVICE PROVIDER'S profession.

#### **Minimum Limits of Insurance**

SERVICE PROVIDER shall maintain limits of liability of not less than:

1. General Liability:
  - \$1,000,000 per occurrence for bodily injury and property damage
  - \$1,000,000 per occurrence for personal and advertising injury
  - \$2,000,000 aggregate for products and completed operations
  - \$2,000,000 general aggregate applying separately to the work performed under the Agreement
2. Employer's Liability:
  - \$1,000,000 each accident for bodily injury
  - \$1,000,000 disease each employee
  - \$1,000,000 disease policy limit
3. Professional Liability (Errors and Omissions)
  - \$1,000,000 per claim/occurrence
  - \$2,000,000 policy aggregate

### **Umbrella or Excess Insurance**

In the event SERVICE PROVIDER purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

### **Deductibles and Self-Insured Retentions**

SERVICE PROVIDER shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and SERVICE PROVIDER shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or (ii) SERVICE PROVIDER shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

### **Other Insurance Provisions**

The General Liability insurance policy is to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers.
3. SERVICE PROVIDER'S insurance coverage shall be primary and no contribution shall be required of CITY.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: SERVICE PROVIDER and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The "Retro Date" must be shown, and must be before the effective date of the Agreement or the commencement of work by SERVICE PROVIDER.
2. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 5-year discovery period. This requirement shall survive expiration or termination of the Agreement.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of the Agreement, SERVICE PROVIDER must purchase "extended reporting" coverage for a minimum of 5 years following the expiration or termination of the Agreement.

4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to CITY. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, SERVICE PROVIDER shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, SERVICE PROVIDER shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

#### **Acceptability of Insurers**

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by CITY'S Risk Manager.

#### **Verification of Coverage**

SERVICE PROVIDER shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences.