

**ADAMS COUNTY, COLORADO  
PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 2<sup>nd</sup> day of August 2016, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **YOUTH ADVOCATE PROGRAMS, INC.**, located at 2007 N. Third Street, Harrisburg, PA 17102, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

**1. SERVICES OF THE CONTRACTOR:**

- 1.1. All work shall be in accordance with the attached RFP 2016.321 and the Contractor's response to the RFP 2016.321 attached hereto as **Exhibit A**, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

**2. RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement, as referenced in Section 1 above.

**3. TERM:**

- 3.1. Term of Agreement: The initial term of this Agreement shall be for one (1) year from the date of execution, unless sooner terminated as specified elsewhere herein.
- 3.2. Extension Options: The County, at its sole option, may offer to extend this Agreement as necessary for up to two (2) option year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

**4. PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, in an amount of **four hundred-twenty-five thousand dollars and no cents (\$425,000.00)**.

4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:** The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.

6.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

- 8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes
- 8.3. Workers' Compensation Insurance: Per Colorado Statutes Not Applicable.
- 8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
- 8.4.1. Each Occurrence: \$1,000,000
- 8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.

**9. WARRANTY:**

The Contractor warrants and guarantees to the County that all work, equipment, and material furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

**10. TERMINATION:**

10.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

10.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

**11. MUTUAL UNDERSTANDINGS:**

11.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be in Adams County, Colorado.

11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

11.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable

federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

- 11.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.
- 11.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 11.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 11.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 11.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

**County:**

Department: Adams County Human Services Children and Family Services  
Contact: Eddie Valdez, Contract Specialist  
Address: 7401 North Broadway  
City, State, Zip: Denver, Colorado 80221  
Office Number: 303.412.5389  
Email: [evaldez@adcogov.org](mailto:evaldez@adcogov.org)

Department: Adams County Purchasing Division  
Address: 4430 South Adams County Parkway, Suite C4000A  
City, State, Zip: Brighton, Colorado 80601

Department: Adams County Attorney's Office  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601

**Contractor:**

Company:	Youth Advocate Programs, Inc.	
Contact:	Danielle Brook, Director	Jeffrey Fleischer, CEO
Address:	8853 Fox Drive S-100	2007 N. Third Street
City, State, Zip:	Thornton, Colorado 80260	Harrisburg, PA 17102
Office Number:	303.457.1120	717.232.7580
E-mail:	<a href="mailto:dbrook@yapinc.org">dbrook@yapinc.org</a>	<a href="mailto:jfleischer@yapinc.org">jfleischer@yapinc.org</a>

- 11.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 11.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 11.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

**12. CHANGE ORDERS:**

- 12.1. Change Orders: The County from time to time, may require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the request for proposal, or, if no provision exists, pursuant to the terms of the Change Order.

**13. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08**: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

- 13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 13.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 13.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 13.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 13.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

**14. SUPPLEMENTAL FEDERAL PROVISIONS- (FFATA)**

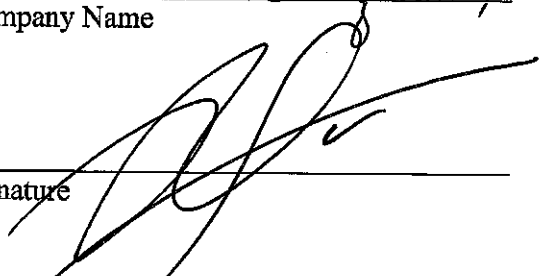
State of Colorado Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders Subject to The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended Revised as of 3-20-13. Per Exhibit A reference.

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

**CONTRACTOR:**

Youth Advocate Programs, Inc                      7/13/16  
Company Name    Date

  
\_\_\_\_\_  
Signature

Richard L Stottlemeyer II  
Name (Print or Type)

Chief Financial Officer  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



**Signature Page**

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

**BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO**

By: Steven J. Dennis  
Chair

8/2/16  
Date

**CONTRACTOR  
YOUTH ADVOCATE PROGRAMS, INC**

By: Richard L. Stottlmyer II  
Name (Print or Type)

7/13/16  
Date

[Signature]  
Authorized Signature

Chief Financial Officer  
Title

Attest:  
Stan Martin, Clerk and Recorder

[Signature]  
Deputy Clerk

**APPROVED AS TO FORM:**  
Adams County Attorney's Office

By: [Signature]  
Attorney's Signature

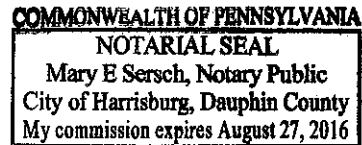
**NOTARIZATION:**  
COUNTY OF Dauphin )  
STATE OF PA )

)SS.

Signed and sworn to before me this 13<sup>th</sup> day of July, 2016,

by Mary E Sersch,  
Notary Public Mary E Sersch

My commission expires on: Aug 27, 2016



## **ATTACHMENT A**

(All Documents following this page of the Agreement)

### Attachments:

1. Fee Schedules (Base Year and Option Years)
2. Proposal, dated April 9, 2016
3. Offeror's Certification of Compliance
4. Offeror's Signature Page

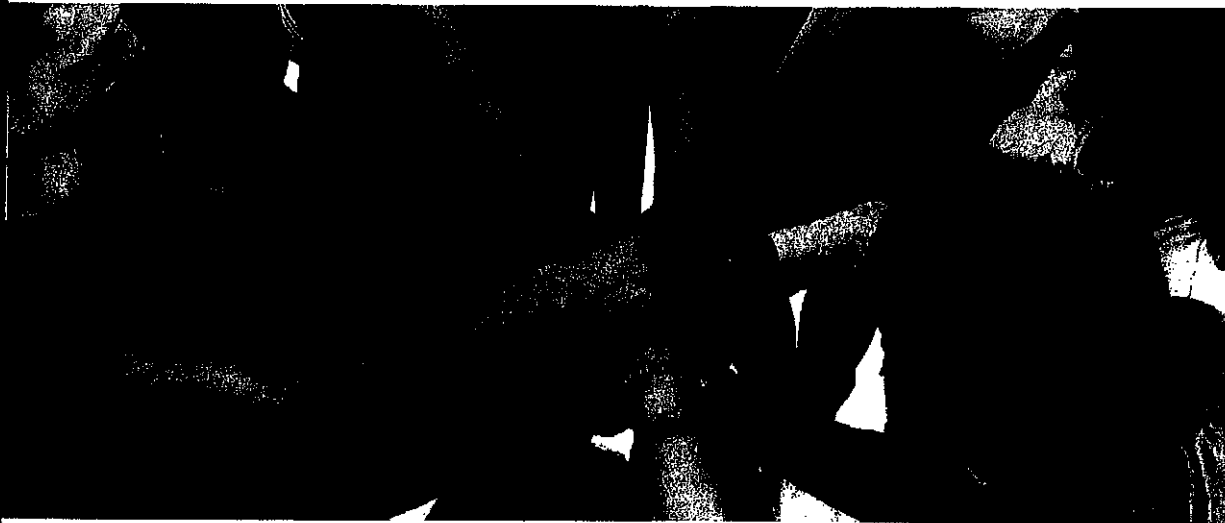
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**ORIGINAL**



**RFP 2016.321**

**CASE MANAGEMENT SERVICES**  
**CHILD MENTORING & FAMILY SUPPORT PROGRAM**



**Youth Advocate Programs, Inc.**

**2007 North Third Street**  
**Harrisburg, PA 17102**  
**717 232-7580**

April 2016

### AGENCY DESCRIPTION

For over forty years, Youth Advocate Programs, Inc., (YAP) has provided outcomes-driven and cost-effective alternatives to the institutionalization of high risk, high needs young people. YAP offers enduring life changing interventions for vulnerable youth as well as taxpayer savings and local employment opportunities. Thus, our goal is to “Strengthen Communities one Biography at a Time.”

YAP is a highly respected, dynamic national and international nonprofit organization that serves the highest risk and highest needs children, youth and young adults. YAP has been cited by the Office of Juvenile Justice and Delinquency Prevention, the National Council on Crime and Delinquency, the Annie E. Casey Foundation and several other respected professional groups as a “promising practice” in providing effective alternatives to institutional care.<sup>1</sup> Incorporated in 1975, YAP currently operates programs in 19 states, and a staff of 2300 serves over 13,000 clients and families annually in urban, rural, and suburban settings. YAP’s clients increasingly are multi-system involved and our programs have expanded to meet these challenges. YAP offers Juvenile Justice Programs that reduce recidivism, Child Welfare programs that help to heal fractured families, School-based programs that reduce truancy and improve academic engagement, and Behavioral Health programs for young people and adults dealing with intellectual, emotional or developmental disabilities.

Though our programs have expanded greatly both in size and scope, YAP has remained true to its mission: to provide “safe, proven effective and economical alternatives to institutional placement.” Our community-based approach stems from the premise that even the most troubled individuals, families and communities have strengths and capabilities that can and must be developed. In addition, YAP believes that clients and families must be prepared to carry on together and successfully after our engagement period ends. We refer to our efforts to help individuals connect or reconnect with their community of support for the long term as “Purposeful Transition.”

One illustration of YAP’s commitment to clients and their families is our “No Reject- No Eject” approach: we do not deny service because of challenges in a client’s past, and we do not terminate services due to case management difficulties. YAP’s Theory of Change incorporates the most current research and learning on positive youth development. Our agency-wide commitment is that all programming is strength-based.

Adams County Youth Advocate Program (ACYAP), a division of Youth Advocate Programs, Inc., proposes to provide Child Mentoring and Family Support services in all of Adams County, Colorado. YAP will provide community-based interventions for youth 10 – 18 years of age and families as an adjunct to ongoing case management services. We will initiate, organize, plan, develop and implement direct advocacy services to assigned child/youth and their families. YAP will provide services for 7.5 hours per week to each referred case. Length of service is up to four (4) months.

YAP has been providing these services for the last eight (8) years. ACHSD Caseworkers and staff have been communicative and communication has been very open. The Program Director and Coordinator notify caseworkers immediately via telephone or e-mail when they receive new information from the Advocates regarding any changes or concerns regarding clients and families. YAP also provides 24/7 crisis intervention services and informs caseworkers immediately if issues arise. The

following outcomes from 2015 support the success of the ACYAP program: average age was 10-15, none of the 101 enrolled clients was arrested while enrolled in the program, and 99% of youth were not adjudicated on new charges while enrolled.

Our wraparound advocacy model will address three populations of clients and families described by Adams County officials as being high priority for community-based service intervention:

- Families with open cases with a goal of the child/children remaining at home
- Children/youth in placement with a goal of reunification
- Children at risk of disruption of foster care placements while working with the family to reintegrate family back into child's/children's home

This model includes strength-based wraparound planning and service-delivery for optimum supervision, intervention, and resource-building for these identified clients and families.

#### PROPOSED PROGRAM

For Adams County, we anticipate working with thirty children and families at any given time for 7.5 hours per week. For every child and family enrolled in the YAP program, we will provide family resource building, transportation, supports for basic needs, individual service planning (ISP), sound case management, and face-to-face service delivery.

Our Gold Standards of Practice dictate that staff makes contact with the family within 24 hours of referral and schedules a face-to-face visit within that time. The Program Director and the Program Coordinator are responsible for intake and conducting the initial assessment. At the initial meeting, the Director/Coordinator sets the stage for trust development and active family participation. She asks four basic questions: **(1) What do you need? (2) How can we help? (3) How do we work together as equal partners to better your circumstances? (4) How can we work together to give back to the community?** Parents often comment that this was the first time someone asked them instead of told them what they needed and they were grateful for the opportunity to identify their strengths and capabilities rather than focusing on their deficits and weaknesses. The Program Director or designate engages family members to have a voice in telling us their needs, strengths and their story; provide input regarding their ISP; and take ownership in implementing the plan.

The Director uses three family-friendly assessment tools, available in English and Spanish, to gather critical information about strengths, needs, interests and family support.

- *The Life-Domain tool* is used to identify needs and strengths in the areas of family, education, social development, employment and training, finances, housing, legal, spirituality, recreation and culture, mental health, medical, and safety.
- *The Strengths tool* is used to gather information about strengths, talents, assets, capabilities of the young person and family members as well as their aspirations.
- *The Interest survey* is used to gather information about activities of interest to the youth including community organizations that he is involved with or interested in becoming involved with as part of YAP services.

YAP has developed unique service delivery principles that demonstrate our experience in providing wraparound advocacy services to high-risk youth and families. These include a no refuse



intake policy, individualized planning process tailored to the needs and strengths of each family, respectful partnerships with parents; recruitment of culturally competent staff, utilizing family support teams, providing opportunities for young people to “give-back” and an optimistic, never-give-up approach. Key to our model is building the capacity of the young person to enter into new positive social relationships which will serve as a catalyst to improved youth/family functioning, positive youth development related outcomes such educational and vocational achievements and positive system-related outcomes (e.g., reduced recidivism). The YAP Advocate model is innovative, recently selected as one of six mentor models to undergo rigorous review by the Office of Juvenile Justice Delinquency Prevention (OJJDP) as part of its Best Practices in Mentoring Research initiative. Our model has been cited by OJJDP, the National Council on Crime and Delinquency and the Annie E. Casey Foundation as a “promising practice” in providing effective alternatives to institutional care.

YAP’s wraparound advocacy program approach is simple and holistic. Working with the youth and family, we identify unique needs, assets and strengths and develop plans to address the needs and build on the strengths to improve life circumstances. Beginning at intake and through discharge YAP’s service provision is purposeful and relies on a team approach. Knowing that our intervention is temporary and finite compels us to provide the child and family with resources and a plan that will result in stronger families and social and personal success for the youth. A critical part of our service model is to reconnect youth to their community by building social bonds to community resources, organizations and positive role models. We accomplish this through a variety of individually tailored interventions that include one-on-one mentoring, informal and formal group interventions, and involvement in restorative community service projects. Key elements of YAP’s service delivery are: a no reject-no eject policy; hiring culturally competent Advocates intentionally matched with particular children and youth; developing an individualized plan to deliver wraparound services that meet child/family needs, family partnership, the development of a sustainable support network for the youth and empowering families to take ownership of their plan and services during the course of YAP intervention.

Although crisis and safety planning is a hallmark of YAP’s service model, when this plan is needed, it is developed by Adams County and we receive a copy. When crises do occur, YAP staff will be involved in implementing the crisis plan. YAP staff is available 24 hours per day and 7 days per week to address crises when they occur. YAP builds flexible, non-categorical dollars into each program budget to be used to support families who have crisis needs. Access to ancillary funds is essential in developing creative responses to individualized service needs. In addition, ancillary funds can be used to provide incentives to youth who contribute to local organizations by participating with staff in community development activities and helping neighbors, including families and other youth involved with YAP.

The written result of the assessment process is the development of an Individual Services Plan (ISP). Following the life domain model, goals and specific objectives are formulated to address the core areas of services in Adams County: school or educational setting; employment; skills development; social and family. The ISP is a written plan developed through an individualized, asset-based wraparound approach. Every plan is tailored specifically to the individual needs of the youth and his

family, created with their input, the use of family-friendly assessment tools and information about needs, strengths and assets identified during the intake and Advocate contact. Rather than fitting needs into designated service slots, we connect families with resources to address specific needs or develop services where none exists. ISP's are easily adaptable to changes in circumstances, and as trust grows between the Advocate and the youth and family, more responsibilities shift to the family, which is in the best position to influence successful social and personal success for the youth. Consistent to our "no reject-no eject" principle, YAP subscribes to a core wraparound value that if the plan breaks down, then it is the plan that needs attention as opposed to the family being "resistant". While it specifies objectives and responsibilities, the service plan is flexible to allow for changing family circumstances. ISP's will be consistent with each young person and family's identified areas of need.

Reunification services will focus on relationship building, counseling, family support systems, wraparound resource networks, and overall stabilization of the home environment. In serving this targeted population, permanency needs will be a high priority. As described in earlier sections, our services are focused on the entire family, as caring for hard to serve youth is a family challenge. Special emphases will include parents and caretakers who need assistance and support in building skills relative to safety, supervision and nurturing of hard to serve youth and their siblings; parents and youth who need assistance and support in transitioning youth to adulthood.

In addition to quality of life issues inherent in a child's return from placement, the YAP program offers a significant return on investment of county dollars. Calculated in the aggregate, it is estimated that the project will result in fifty percent (50%) to seventy percent (70%) savings when compared to the cost of continuing residential placement. To achieve fiscal as well as quality of service goals, the Adams County Youth Advocate Program will work with the county to redirect dollars from existing services to target youth at highest risk of residential placement. The objective of this strategy is to further contain costs by preventing new placements.

YAP recruits a mix of professionals and paraprofessionals ("GED's to Ph.D.'s") to fulfill the role as "natural helper". Advocates provide cultural competence as well as knowledge of community needs, assets and strengths. Other factors guiding the match include compatibility with youth interests and vocational aspirations. YAP strives to employ Advocates that are fluent in the language as the youth they serve. We currently employ one bilingual (English/Spanish) Advocate. Should language become a barrier, YAP's "whatever it takes" philosophy allows us to find translators or signers to meet the needs of the child and family.

A key goal of YAP services is to develop an engaged and sustainable support system for the family. An important step is to work closely with the family in transferring management of service planning and the Family Team process to them. Teaching youth and families to manage their own process is a key to sustaining progress. Advocates build these skills with parents through modeling of advocacy activities in the presence of youth and family members and by empowering youth and parents to develop their specific services plan. The goal is that by discharge, family members have new competencies, increased hopefulness that they are better able to supervise their youth and manage their affairs.

While enrolled in the Adams County Youth Advocate Program, children and youth learn Life Skills in group and individual settings. The Adams County program utilizes community based services to meet program participant needs and to provide volunteer opportunities for community service, mutual assistance and restorative justice projects. These services include **A Precious Child** which provides professional clothing/appropriate work attire. To encourage “giving back to the community, they also volunteer at the **Growing Home** (a food bank) **Grant Street Soup Kitchen**, and feeding the homeless on the streets of Denver. The **Horse Protection League** where clients interact with the horses by grooming and walking them as well as cleaning stalls and doing other necessary chores. Children and youth also volunteer as givers in community projects such as decorating bags that are used to deliver food through **Project Angel Heart** and at the **Mile High Flea Market** to support **Arising Hope** (a domestic violence shelter) by helping them to set up their booth to sell items. Community service and restorative justice projects also occur at other locations throughout the Adams County service area.

YAP utilizes numerous evidence-based models including Positive Youth Development (PYD) and OJJDP’s Blueprint Model for the wraparound planning process which is used with each youth and his or her family.

**Four Overarching Principles Guide Our Approach:**

- 1. No reject; no eject policy; 2. Individualized, asset-based approach; 3. Community-based advocacy; 4. Layered supports for youth and their families.***

Adams County Youth Advocate Programs addresses the **FIVE CORE SERVICES GOALS**

- |   |
|---|
| <p><b>1. Focus on family strengths by directing intensive services that support and strengthen family &amp; protect child</b><br/>All referrals to YAP programs receive strengths based individual assessments. Each assessment will utilize our Life Domain Assessment tool. This tool helps structure a conversation around a person’s strengths and needs. Each of the key areas of the individual’s and family’s life are reviewed including: housing; family; social; educational; spiritual; employment; safety; financial; psychological/emotional; legal; and medical/health. Strengths, assets and resources as well as service needs are identified within these domains. All of the services respond to the ISP for each youth and family.</p> <p><b>2. Prevent out of home placement</b><br/>YAP provides wraparound/advocacy services that include the family as well as the referred youth. YAP provides 24/7 crisis response, mediation with youth and family, and the ability to provide advocate services for family members including expediting family treatment objectives in the FSP.</p> <p><b>3. Return children from placement to their own homes</b><br/>If returning children to their own homes is part of the case plan, YAP staff will do whatever is necessary to expedite the process. Advocates will support the youth and family to support transitioning. If home visits are requested, Advocate staff will expedite the visits to gradually transition the youth into the home and culture of the family. Ancillary dollars will be available to address unmet needs.</p> <p><b>4. Unite children with permanent families</b><br/>In addition to the steps outline above, YAP staff will utilize extreme recruitment to search for extended family. Although we are not currently providing this service in Adams County, YAP is doing this in other programs and has training available for this service.</p> |
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**5. Provide services that protect the child**

Crisis and safety planning are completed when necessary as part of the assessment/intake process and included in the ISP developed by the youth and family. All YAP staff members are mandated reporters. Incident reports are filed within 24 hours.

**Program Staffing**

The Adams County Advocate Program is part of a regional network of Southwest Advocate Programs operated by YAP. Regional President, Gary Ivory will provide executive oversight of the program; Regional Vice President, Patty Rosati will oversee the program; and **Program Director, Danielle Brook** is responsible for day-to-day program management including direction and implementation of client services; and selection, supervision and training of staff. Resumes for the **Program Director** and **Assistant Program Director** have been attached. The **Advocate(s)** will provide direct services to the clients. Supervised by the Director, they will be responsible for the successful execution of components of Individual Service Plans. The Program Director will additionally be responsible for all administrative functions of the local program including reports required by the agency and the referring authority. YAP has an agency-wide staff development and training program accredited by Rutgers University. Agency policy is to provide a minimum of 22 hours of training per year. The Southwest training program typically exceeds that minimum. Orientation training is provided for new staff and ongoing training is provided for all staff. At the local program level, weekly individual staff supervision and monthly training sessions/staff meetings are provided.

The YAP Advocate model is based on a caring and trust relationship between a positive adult role model, referred to as an Advocate, and the youth and their family. Advocates are paid, culturally competent community members who provide intensive services and supports to youth and families. *Advocates are the linchpin of the YAP services model, the glue of the Family Team, working to help implement plan goals and objectives.* Advocates work directly with the youth, his family and anyone else important to the youth. Beginning with their first meeting, Advocates work to develop relationships that foster trust and openness. The Program Director or Program Coordinator provide "24/7" coverage. This level of supervision and support ensures that safety and risk factors will be addressed for youth at imminent risk of placement.

YAP recruits a mix of professionals and paraprofessionals ("GED's to Ph.D.'s") to fulfill the role as "natural helper". Advocates provide cultural competence as well as knowledge of community needs, assets and strengths. Other factors guiding the match include compatibility with youth interests and vocational aspirations. YAP strives to employ Advocates that are fluent in the language as the youth they serve. We currently employ one bilingual (English/Spanish) Advocate. Should language become a barrier, YAP's "whatever it takes" philosophy allows us to find translators or signers to meet the needs of the child and family.

YAP Advocates are trained mentors who are paid both to deliver services themselves and to link youth and their families with other services that will help them to address the needs identified in a

client's Individual Services Plan (ISP). YAP's Advocates are available 24/7 although regular support services are provided on average between ten and twenty hours per week in most programs.

In their direct service role, YAP Advocates work hard to demonstrate to our clients that a path toward brighter days is available to them. Sometimes Advocates' lessons derive from difficulties they have overcome in their own lives. Other times, their mentoring reflects the lives of others who have successfully negotiated the same neighborhood hazards that are presently confronting a client. Either way, YAP Advocates are credible messengers because they speak in terms clients understand and on the basis of personal knowledge. This is the essence of the cultural competence that YAP's zip code recruiting and training deliver. The time and place of their direct service work is also community based. An Advocate may meet a client after school, evenings or on weekends, in the client's home, school, community center, or even favorite fast food shop.

When not delivering services themselves, Advocates work to help clients meet their obligations and take appropriate advantage, along with their families, of available community resources. In doing so, Advocates help bring order to the chaotic lives of YAP's clients and keep them out of detention or other compulsory settings. For example, a YAP Advocate may make sure that a client does not return to a detention center because they failed to appear before a probation officer or judge. Similarly, an Advocate may help a client attend and remain in school and thereby avoid being classified as a truant dependent.

#### **Agency Highlights**

- ✦ YAP serves 12,000 families per year, measures outcomes for each family served and also conducts monthly "family satisfaction surveys."
- ✦ YAP consistently maintains an 80% or higher success rate with clients that include youth and families with extremely complex needs.
- ✦ YAP has developed and is guided by Gold Standards of Best Practice in all aspects of its operation.
- ✦ YAP has implemented agency standards of best practice and is accredited by the Council on Accreditation (COA).
- ✦ Our website [www.yapinc.org](http://www.yapinc.org) provides a complete description of our agency.
- ✦ In addition to internal monitoring, YAP has also had ten successful external evaluations conducted by respected organizations. Findings from these ten studies have led to YAP consistently being considered a *Best Practice Model* and contributed to YAP receiving recognition from a number of well-established government organizations and private foundations.
- ✦ The Annie E. Casey Foundation has identified the YAP wraparound advocacy program model as a "**promising practice**" (Source: *Annie E. Casey Foundation's Workforce and Youth Development for Young Offenders* study; <http://www.aecf.org>)
- ✦ In a bulletin published by the Office of Juvenile Justice and Delinquency Prevention (OJJDP), YAP's Tarrant County Advocate Program in Texas was recognized as a **Best Practice Model for Alternatives to Secure Detention and Confinement of Juvenile Offenders** (Source: *OJJDP Juvenile Justice Bulletin, September, 2005* entitled: *Alternatives to the Secure Detention and Confinement of Juvenile Offenders*-authors: Austin, Johnson and Weitzer, <http://ojjdp.ncjrs.org>)

#### PREVIOUS CONTRACTS

Youth Advocate Programs has been providing services for children and youth involved in the child welfare system for over 37 years. Across the nation, YAP currently serves thousands of children and families involved in the child welfare system each year. In 2007, YAP began providing Child Mentoring & Family Support Services in Adams County and serves more than 100 child welfare clients and families annually.

Like most YAP programs across the country, our Colorado YAP programs enjoy a strong track record of positive outcomes for young people who participate. We have attached the outcomes report completed by Adams County that reflects ACYAP's specific success rates.

Our service approach is broad and holistic. Needs are identified by the family. Service responses are creative and individualized to specific circumstances. Family and community strengths and assets are identified and built into every plan. Community partnerships are developed as part of the response to addressing individualized needs and building on identified assets. YAP works with partners in building a sustainable network of support for families. YAP staff will be available to serve youth and families 24/7 for crisis response although most direct services will take place during afternoons, evenings and weekends as convenient for youth and families. The most critical and important moment of the intervention is our initial meeting with the family. It is our goal to ensure that the family perceives the YAP approach to be genuine, realistic, non-blaming, respectful, meaningful and optimistic. The initial focus is to offer each family: 1) a voice in telling us their needs, strengths and story; 2) input regarding their Individual Service Plan; and 3) ownership of the ISP.

#### EXPERIENCE WORKING IN CHILD WELFARE SYSTEM

YAP has provided Child Welfare Services for over 37 years. In addition to the Adams and Denver County programs, YAP provides core services to children and youth in Pennsylvania, New Jersey, New York, and more. In addition to YAP's core services to children and youth involved in all aspects of the Child Welfare system, our agency has implemented training for front-line staff on trauma-informed care.

#### AGENCY'S APPROACH TO TRAUMA INFORMED CARE

Trauma Informed Care: A unique aspect of our organizational profile is our capacity to respond to trauma related needs of children and youth of all ages. The vast majority of Juvenile Justice and Child Welfare involved youth have experienced significant trauma (abuse, neglect, exposure to domestic violence, etc.). According to the U.S. Department of Justice, more than 1.6 million children and adolescents were involved in the juvenile justice system in 2008. A recent report by SAMHSA cites, "Children and youth involved in these systems are more likely to have been previously exposed to potentially traumatic events, such as witnessing or experiencing physical or sexual abuse, bullying, violence in families and communities, loss of loved ones, refugee and war experiences, or life-threatening injuries or illnesses. Children and youth involved in the juvenile justice or child welfare system who have serious emotional challenges are especially vulnerable. However, when services are uniquely tailored to help these children and youth, the savings in terms of cost and suffering are substantial. The cost of one case of abuse or neglect is estimated at more than \$200,000 over a lifetime. The cost of incarcerating a juvenile is estimated at over \$94,000 per year. It is harder to place a value on the lost potential of these youth and the suffering of children and their families when they

cannot heal from their painful experiences.” For this reason, YAP integrates trauma informed care training into our Basic Advocacy training.

YAP’s National Employee & Program Development Team offers trainings on Trauma Focused – Cognitive Behavioral Therapy (TF-CBT) to our staff. TF-CBT is a component-based model of psychotherapy that address the unique needs of children with PTSD symptoms, depression, behavior problems, and other difficulties related to traumatic life experiences. Staff serving youth in this project will participate in this specialized training as part of YAP’s Basic Advocacy Training. It is important to note that in TF-CBT studies, parents often report reduced depression, emotional distress associated with the child’s trauma, and PTSD symptoms. They also report an enhanced ability to support their children.

#### **CULTURAL COMPETENCE**

YAP matches youth with caring and supportive adults, who serve as life-changing mentors. As often as possible, the Advocate will come from the same neighborhoods and backgrounds as the youth that they serve, thus assuring cultural competence.

#### **PLAN TO COMMUNICATE & COORDINATE SERVICES AND REPORTING WITH SOCIAL CASE WORKERS**

YAP has been providing these services for the last eight (8) years. ACHSD Caseworkers and staff have been communicative and communication has been very open. The Program Director and Coordinator notify caseworkers immediately via telephone or e-mail when they receive new information from the Advocates regarding any changes or concerns regarding clients and families. YAP also provides 24/7 crisis intervention services and informs caseworkers immediately if issues arise.

#### **OTHER SUPPORTIVE SERVICES**

Although the Adams County YAP program has no formal collaborative agreements, we have working relationships with other community providers. We provide youth and family with provider information, and often go with the youth/family for the first visit. YAP has a unique relationship with A Precious Child: youth enrolled in the YAP program provide community service volunteer hours at their facility to encourage giving back to the community and in exchange, families are getting their clothing needs met.

#### **EXPERIENCE & QUALIFICATIONS THAT WOULD QUALIFY YOU AS EXPERTS IN CHILD WELFARE**

Southwest Regional President, Gary Ivory and Regional Vice President, Patty Rosati bring a wealth of experience to the table for Colorado programs. They have both come up through the ranks at YAP with experience knowing all aspects of program management.

Program Director, Danielle Brook, is responsible for overall administration of local program for three counties; responsible for all services provided to clients and their families who are referred to the program; oversees the intake process; develops individual service plans; and she identifies, recruits, hires, trains, monitors, and supervises all staff. She also assists staff in creative problem solving; serves as a liaison between the agency, the court, children and youth agencies, and community resources; and manages the local program within budget parameters and manages three contracts for Adams, Broomfield and Jefferson County. Ms. Brook holds an MA in Clinical Health and Counseling and was graduated Cum Laude with a BA in Psychology from Biola University, La Miranda, CA. As Assistant Director, Elizabeth Justiz, assigns and supervises mentors (Advocates) to work with at-risk youth by



providing strength-based wraparound services for 7.5 hours. This position includes an in home, strength based assessment of the youth and family's situation in partnership with the Adams County Human Services Department; providing support for families in a wrap-around fashion that addresses the legal, educational, financial, and social/emotional aspects of their lives. (This plan is designed to reduce recidivism and improve social/educational functioning of these young people.); and drafting individualized service plans and supporting advocates in implementing those plans. She also provides mentoring, support to clinicians, and school support. This position includes 24/7 crisis intervention and support for Advocates.

#### **DATA COLLECTION & REPORTING**

Activity sheets with progress notes are completed by staff for each youth and family on a weekly basis. The progress section of this sheet covers all life domains, i.e. Education, Health, Employment, Household, etc. These reports (including any special incident reports) are then copied and submitted to Adams County DHS on a monthly basis. The Director meets with ACHSD on a quarterly basis and submits a detailed report required by ADHSD to track data.

#### **ACCOUNTING SYSTEM**

YAP utilizes cost accounting principles supported by Financial Edge software

#### **AVAILABILITY OF STAFF**

Availability to provide services evenings and weekends is preferable.

- Monday – Friday office hours are 8:30 AM to 5:00 PM
- Evenings - 7 days; times convenient for youth and families
- Weekends times convenient for youth and families
- Other: Also available 24/7 for crisis intervention

#### **TRANSPORTATION.**

Typically, YAP staff does provide transportation, but if a situation occurs and no staff is available, YAP can provide youth and families with bus passes as well as instruction in the use of public transportation.

#### **HOW WILL YAP SUSTAIN SERVICES TO CLIENTS SHOULD FUNDING NOT BE AVAILABLE?**

The YAP Development Team reviews foundation and corporate funding availability on a regular basis. We often seek funding from private sources to support YAP's kids and recently received a grant for back-to-school supplies from the Darden Foundation. We have also completed our application for a Medicaid license in Colorado and are awaiting the final paperwork. Should funds be depleted, we will attempt to find Medicaid support for the children and families in addition to private support.

#### **FEE SCHEDULE**

Youth Advocate Programs, Inc. agrees to bill the County on a fee-for-services basis at the following rates:

Treatment Package: \$39.61 per hour for approved hours per week. The total of fees-for-services will not exceed \$425,000.00 per year.

#### **ENDNOTES**

<sup>1</sup> "Tarrant County Advocate Program." National Gang Center. Available at: <https://www.nationalgangcenter.gov/SPT/Programs/125>.

# Resumes and Job Descriptions



# Southwest President & National Director of Program Development



YAP Project Team

## GARY D. IVORY

### EDUCATION:

Princeton Theological Seminary, Princeton, NJ  
Master of Divinity

Austin College, Sherman, TX  
BA, Business and English

Princeton University, Woodrow Wilson School, Business-Specific Training, Poverty and Public Policy

### YEARS EXPERIENCE:

25

### Relevant Professional Experience:

**Southwest President & YAP Voice National Director, Tarrant County Advocate Program, Fort Worth, TX** – As Southwest President, Mr. Ivory is responsible for the development and administration of statewide programs within the southwestern region, ensuring that they provide high quality services to their clients, youth and families. Mr. Ivory identifies, recruits, hires, supervises, monitors and evaluates program directors and other key agency personnel as needed, and in his leadership role, Mr. Ivory ensures that agency clients and families receive needed services, monies and activities as required. He also ensures that the programs operate in compliance with agency policy, contractual terms and applicable laws, and he directly reports to the Chief Executive Officer if corrective actions are needed. As his region's leader, Mr. Ivory provides support to directors, including assistance with personnel or client issues, and he supports directors in developing creative solutions for clients and families who are experiencing difficulties. Mr. Ivory provides orientation and ongoing training opportunities for program directors that in turn enable staff to develop their potential and enhance their ability to effectively serve agency clientele. He reviews management information data regarding client outcomes and fiscal operations to ensure that programs achieve acceptable results and operate within budgetary parameters. Mr. Ivory strives to maintain effective working relationships with the court in order to ascertain satisfaction with services. Mr. Ivory completes monitor investigations and also ensures that directors complete monitor investigations as required by policy. He directly advises the Chief Executive Officer of problems and takes necessary steps for corrective action.

**Program Director, Mercer County Youth Advocate Program, Trenton, NJ** – In this capacity, Mr. Ivory provided cost-effective wrap-around services and alternatives to institutionalization. He would interview families to determine their needs and develop individualized plans of action to stabilize families with delinquent and at-risk youth. Mr. Ivory would initiate meetings with service providers, agencies and families, establishing goals, objectives and letters of agreement for all parties. Mr. Ivory would also act as advocate in court proceedings dealing with protections of family.

**Educator, Mercer Street Friends, Trenton, NJ** – In this role, Mr. Ivory instructed staff of 15 in proper methodology in developing and implementing programs with proven success rate in inner city situations.

**Congressional Intern, Congressional Office of Jim Chapman, Sulfer Springs, TX and Washington, DC** – During his tenure within the congressional circuit, Mr. Ivory researched and wrote the position paper, *China; Most Favored Nation Status*, which was presented to committee by the Congressman. Ivory also got to research *Civil Rights Act of 1991* for the Congressman, as well as researching issues pertinent to housing initiative, and writing position letters to be used by the Congressman.



## *Southwest Vice President*

YAP Project Team

YAP Project Team

### **PATTY ROSATI**

#### **EDUCATION:**

Community College of Philadelphia

W.B. Saul High School of Agricultural Science, Philadelphia, PA

#### **YEARS EXPERIENCE:**

17

#### **Relevant Professional Experience:**

##### ***Southwest Vice President, Youth Advocate Program, Inc. (YAP) –***

- Oversight of YAP's Western-Southwest States which include Juvenile Justice, Child Welfare and Gang Intervention/Prevention Programs
- Regional Training Coordinator- Responsible for ensuring compliance with YAP/Referring Authority training standards for entire Southwest Team.
- Certified Mandt Trainer, Autism Trainer and Rutgers' University Accredited Basic Advocacy Trainer.
- Provide Program Support in person and via phone through collaborating across departments and also assist program staff to achieve and comply with YAP's Core Principles, Mission and Gold Standards.

##### **Associate Vice- President –Employee & Program Development –**

- Design, develop and deliver trainings to various levels of staff throughout YAP in-person and via webinar.
- Coordinate monthly webinar schedule
- Work with Subject Matter Experts to develop and deliver training
- Provide Program Support in person and via phone through collaborating across departments and also assist program staff to achieve and comply with YAP's Core Principles, Mission and Gold Standards.
- Provide Program Start Up assistance through in person, webinar and phone through collaborating across departments (TSC & Field) to ensure training and office set up occurs smoothly.
- CEO's Assistant to Senior Management.

##### **Regional Director –YAP National**

- Program Support and training- as assigned by CEO. Worked closely with various presidents. Assignments included Chicago, Washington, D.C., Baltimore, Liberty, NY program support and start up.

##### **Regional Director –Philadelphia YAP**

- Supervised 8 Directors of Juvenile Justice Programs: Day Treatment, Pre-Hearing Intensive Supervision, In-Home Detention and Projects R.E.A.C.H. & S.T.R.I.V.E.
- Contract increased from \$1.5 million/200 youth to \$12 million/1200 youth.
- Received high ratings from Department of Human Services in annual program audits.

##### **Director-Philadelphia YAP**

- Oversight of North East Philadelphia's Day Treatment program. Increased program from 30 youth to 90 youth in less than one year
- Worked with Probation Department, youth and family to create strength-based ISP for youth.
- Connected with community partners to develop Supported-Work Sites.
- Advocated for youth and families by attending hearings at Youth Study Center & Family Court.





## Program Director

REVISION  
REVISION  
REVISION

YAP Project Team

### DANIELLE BROOK

#### EDUCATION:

George Fox University,  
Portland, OR  
MA, Clinical & Mental  
Health Counseling

Biola University,  
La Mirada, CA  
BA, Psychology

#### YEARS EXPERIENCE:

6

#### **Relevant Professional Experience:**

**Program Director, Youth Advocate Programs, Inc. (YAP), Thornton, CO –** Ms. Brook is responsible for overall administration for programs and services provided to clients and their families who are referred to YAP. She oversees the intake process and develops individual service plans for these youth and their families. Ms. Brook also identifies, recruits, hires and trains all staff, and assists those teams in creative problem solving. She serves as a liaison between the agency, the court, children and youth agencies, and community resources. Ms. Brook manages the local programs within budget parameters and manages three contracts for programs in Adams, Broomfield and Jefferson Counties.

**Assistant Director –** In her previous role at YAP, Ms. Brook assigned and supervised up to 20 mentors to work with 40 at-risk foster youth by providing wraparound services for them. In this position, she developed partnerships with schools, probation officers, caseworkers, attorneys and therapists in order to reduce recidivism and improve social and educational functioning. This position also included serving crisis intervention on call 24/7.

**Tobacco Prevention Educator, Railbelt Mental Health & Addictions, Healy, AK –** In this role, Ms. Brook was advocate of public health for the protection against secondhand smoke. She provided prevention, outreach and education of tobacco/health related issues to the interior region of Alaska (community members, businesses, schools). Many of Ms. Brook's presentations were made to a local school board in order to ensure that the district's tobacco policy protected students, staff and visitors from secondhand smoke/tobacco products. After Ms. Brook's monthly presentations, school policy was revised to meet the highest standards.

**Counseling Intern, Individual & Family Matters, Portland, OR –** In this early role Ms. Brook served as counseling intern for individuals, couples and families to promote optimum mental health. She helped each client cope with a variety of issues, including trauma, addictions and substance abuse, suicide, self-esteem and issues associated with mental and emotional health. Ms. Brook helped up to 12 clients a week to develop support systems, self-awareness and personal goals, and she advocated for them with medical assistance. She also co-facilitated therapy groups at an elementary school.

#### **Notable Skills and Volunteer Work**

- **DORA, Professional Counselor Candidate, CO, 2014-2018**
- **Informed Supervisor, 2015**
- **Bags4Kids, 2002-present**
- **Professor's Assistant, 2009-2012**
- **Mercy Projects, Co-leader of teams to Russia and Ukraine, 2007-2008**
- **Metropolitan State Hospital, 2006**
- **Royal Family Kids Camp, 2005-2006**



## *Assistant Program Director*



YAP Project Team

### **ELIZABETH JUSTIZ**

#### **EDUCATION:**

Western State Colorado  
University, Gunnison, CO  
BS, Dual Major  
Sociology (emphasis  
in Criminal Justice)  
and Spanish

#### **Relevant Professional Experience:**

***Assistant Director, Youth Advocate Programs, Inc. (YAP), Adams County, Colorado*** – In this leadership role, Ms. Justiz assigns and supervises mentors/advocates to work with at-risk youth by providing strength-based wraparound services. Her position also includes in-home, strength-based assessment of the youth and family's situation in partnership with the Adams County Human Services Department. In her role, Ms. Justiz also provides support for families in a wrap-around fashion that addresses the legal, educational, financial and social/emotional aspects of their lives.

#### **YEARS EXPERIENCE:**

3

The plan is designed to reduce recidivism and improve social/educational functioning of these young people and their family units. Ms Justiz drafts individualized service plans and supports advocates in implementing those plans. She oversees advocates hired from the youth's neighborhoods and provides mentoring, support to clinicians, school support and employment opportunities. Ms. Justiz's position also includes 24/7 crisis intervention and support for advocates.

***Volunteer, The Blue Bench, Denver, CO*** – Ms. Justiz provides crisis intervention and counseling to survivors of sexual assault through an anonymous hotline system. Additionally, she responds to local hospitals to support survivors who present for a Sexual Assault Nurse Examination (SANE).

#### ***Certifications***

- ***40 hours of crisis intervention and advocacy training.***
- ***Basic Advocacy Training (BAT)***
- ***Hospital response training for sexual assault support***
- ***Informed Supervisor training for juvenile sexual offenders***
- ***MANDT Training***
- ***Mandated Reporter Training***
- ***BAT: Train the Trainer***

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#### ***Notable Achievements and Associations***

- ***Dean's List honoree, 2010-2013***
- ***Academic Leadership Program Scholarship recipient, 2009-2013***
- ***Vice President of the Sociology Club 2012***
- ***Spanish Honor Society Inductee 2013***

## JOB DESCRIPTION

Youth Advocate Programs, Inc.

**JOB TITLE: Advocate**  
**DEPARTMENT: Advocacy**

Training Category:  Managers  Supervisors  Frontline Staff/Direct Service  
 Frontline Staff/Administrative  TSC

Effective Date: immediately

FLSA Status (Director of HR assigns): Non-Exempt, Hourly

EEO Category (Director of HR assigns): Service Worker

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### I. POSITION SUMMARY

The primary responsibility of the Advocate is to initiate, organize, plan, develop, and implement direct advocacy services to assigned clients and their families. All service plans will be based on a strength-based approach using the wrap around model.

### II. POSITION QUALIFICATIONS

**A. EDUCATION:** Associates degree or Bachelor's degree preferred. Minimum High School diploma or equivalent and experience with the target population

**B. SPECIAL TRAINING/SKILLS (Licenses and Certifications):**  
**Licenses and Certifications**

State/Federal Mandated Clearances and Criminal Background Searches  
Valid Drivers License, Automobile Insurance meeting company required bodily injury limits, and access to vehicle.

**Problem Solving Skills**

Recognizes problems and provides feedback or documentation to assist with resolving the problem.

**Communication Skills**

Consistently uses good listening skills to remain informed and acts upon or acknowledges receipt of information. Provides well-organized and clearly written information.

**Math Skills**

Perform basic mathematical functions such as addition, subtraction, multiplication and division

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**Computer Knowledge**

Word processing software, Internet/E-Mail

**Other Characteristics**

**C. EXPERIENCE/TRAINING:** Knowledge of Community Resources

**D. MENTAL DEMANDS TYPICAL OF THIS POSITION:**

Ability to manage multiple projects/tasks, utilize creativity, maintain a high level of decision-making, ability to adapt to a constantly changing work environment, maintain a high level of record keeping/routine paperwork,

provide close attention to detail, ability to travel, ability to work under pressure for results, establish own goals, meet frequent deadlines, work in a closely supervised environment, and work closely with others.

**E. PHYSICAL DEMANDS TYPICAL OF THIS POSITION:**

**Constantly Incurred (More than 75% of time on job)**

Ability to communicate orally, Ability to hear conversation, and Ability to Operate Motor Vehicle

**Frequently Incurred (25%-75% of time on job)**

Ability to stand, Ability to walk, Ability sit, Ability to lift up to 10 pounds, Ability to use both legs, Ability to climb stairs

**Occasionally Incurred (Less than 25% of time on job)**

Repetitive finger movement, ability to stoop and ability for rapid mental/muscular coordination simultaneously

**F. WORKING CONDITIONS TYPICAL OF THIS POSITION:**

**Frequently Incurred (Between 25% - 75% of time on job)**

**Occasionally Incurred (Less than 25% of time on job)**

In keeping with Youth Advocate Programs', Inc. philosophy that each employee or prospective employee should be encouraged to reach his or her full potential, and in compliance with the American's with Disabilities Act (ADA), reasonable accommodations or modifications will be made for qualified applicants with disabilities to allow such individuals with disabilities to perform the essential functions of this position.

**III. JOB RELATIONSHIPS**

- A. RESPONSIBLE TO: Typically reports to Director
- B. WORKERS SUPERVISED: Typically supervises n/a

**IV. MAJOR JOB RESPONSIBILITIES/ESSENTIAL FUNCTIONS (list functions that can be measured)**

- 1) Assist clients with design and implementation of individualized program plan, assess the needs of the client and maintain service records, communicate with appropriate individuals regarding the client and prepare written communications including the discharge reports.
- 2) Maintain the appropriate advocacy hours via face-to-face contact as specified by the service plan.
- 3) Develop a supportive relationship with each client's family. Involve the family in the development of meaningful activities. Ensure that parents know the whereabouts of their children while they are participating in program activities.

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- 4) Develop with client a set of objectives to be achieved during the client's participation in the program and following discharge.
- 5) Ensure that each assigned client is participating in an appropriate education/vocational program. Ensure that the client attends school and/or work on a regular basis.
- 6) Ensure that client has access to homework assistance and tutoring.
- 7) Take each client to places of interest and introduce them to new activities and new ways of doing things.
- 8) Ensure that activities coincide with the needs interests and wants of the client and family as defined by the service plan and the program director. Be prepared to identify the family's changing needs and interests as the

advocacy relationship progresses.

- 9) Make necessary arrangements to acquire medical assistance coverage for eligible clients. Be aware of each client's medical history, prescribed medications, disabilities and needs. Monitor the client's nutritional needs and general health status.
- 10) Under the Program Director's supervision, involve the appropriate community professional resources as determined by the client's individual needs and the service plan.
- 11) Assist each client and family in identifying resources or persons who can provide continued support beyond termination of advocacy services and develop linkages to those community resources and persons.
- 12) Accurately complete the weekly activity report, activity vouchers and other required documents and submit them to the Program Director at the designated time and place.
- 13) Attend weekly staff development and training sessions as scheduled by the Program Director.
- 14) Participate in reviews of each youth's service plan as scheduled by the Program Director.
- 15) Respond to emergency situations or special incidents by involving the client or the client's family as the need arises. Attend court hearings as required.
- 16) Follow YAP, Inc.'s special incidents reporting procedures and provide the Program Director with information on potential issues of safety and ethical/confidentiality dilemmas.

**Other Essential Functions of job but not limited too**

- 1) Adhere to all YAP, Inc. personnel policies, the YAP, Inc. Code of Conduct and the Integrity Compliance Plan.
- 2) Perform all duties in a timely and cost-effective manner.
- 3) Develop knowledge of YAP, Inc. policies referring agencies' and third party payers' contracts and requirements and applicable governmental agencies' rules and regulation are adhered to and met in the performance of job duties.
- 4) Perform other related duties as assigned by the Program Director

**V. TRAINING REQUIREMENTS (% of time required)**

\* Essential Functions reflect the general duties considered necessary to describe the principal functions of the job as identified and shall not be considered as a detailed description of all the work requirements which may be inherent to the position.

**In addition, this job description IS NOT AN EMPLOYMENT CONTRACT.**

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**Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# E-Verify Certification

Company ID Number: 583227

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Youth Advocate Programs, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and





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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer

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may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

## **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE**

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time

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of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form

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I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **ARTICLE III**

## **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

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## B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
  - Scanning and uploading the document, or
  - Sending a photocopy of the document by an express mail account (paid for at employer expense).
7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

## **ARTICLE IV**

### **SERVICE PROVISIONS**

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SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V**

### **PARTIES**

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity



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regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

<b>Employer Youth Advocate Programs, Inc.</b>	
<b>Richard Stottlemeyer</b> Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>07/19/2012</b> Date
<b>Department of Homeland Security – Verification Division</b>	
<b>USCIS Verification Division</b>	
Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>07/19/2012</b> Date
<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name:	Youth Advocate Programs, Inc.
Company Facility Address:	2007 North Third Street
	Harrisburg, PA 17102
Company Alternate Address:	
County or Parish:	DAUPHIN
Employer Identification Number:	231977514

Company ID Number: 583227

North American Industry Classification Systems Code:	624
Administrator:	
Number of Employees:	1,000 to 2,499
Number of Sites Verified for:	1
<p><b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b></p> <ul style="list-style-type: none"> <li>• PENNSYLVANIA 1 site(s)</li> </ul>	

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name:	Naomi Frazier	Fax Number:	(717) 232 - 7580
Telephone Number:	(717) 232 - 7580 ext. 1142		
E-mail Address:	nfrazier@yapinc.org		
Name:	Shirl Griffin	Fax Number:	(717) 213 - 6949
Telephone Number:	(717) 232 - 7580 ext. 1312		
E-mail Address:	sgriffin@yapinc.org		
Name:	Millie Deitch	Fax Number:	(717) 213 - 6949
Telephone Number:	(717) 232 - 7580 ext. 1309		
E-mail Address:	mdeitch@yapinc.org		
Name:	Richard L. Stottlemeyer	Fax Number:	(717) 213 - 6949
Telephone Number:	(717) 232 - 7580 ext. 1306		
E-mail Address:	rstottlemeyer@yapinc.org		

# E-Verify

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Company ID Number: 583227

**OFFEROR'S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into an agreement for services with Adams County, Colorado, the undersigned offeror hereby certifies that at the time of this certification, offeror does not knowingly employ or contract with an illegal alien who will perform work under the awarded agreement for services and that the offeror will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the awarded agreement.

OFFEROR:

Youth Advocate Programs, Inc.  
Company Name

04/29/2016  
Date

Jeffrey Fleischer  
Name (Print or Type)

  
Signature

Chief Executive Officer  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



**REQUEST FOR PROPOSAL**

**2016.321  
CASE MANAGEMENT SERVICES  
CHILD MENTORING & FAMILY SUPPORT  
PROGRAM**

**OFFEROR'S STATEMENT/SIGNATURE PAGE**

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # NONE through Addenda # \_\_\_\_\_  
(If None, Please write NONE)

Youth Advocate Programs, Inc.  
Company Name

04/29/2016  
Date

2007 N. Third Street  
Address

*Jeffrey Fleischer*  
Name and Signature of Authorized Person

Harrisburg, PA 17102  
City, State, Zip Code

Jeffrey Fleischer  
Printed Name

Dauphin County  
County

Chief Executive Officer  
Title

(717) 232-7580  
Telephone

(717) 232-2879  
Fax

jfleischer@yapinc.org  
E-mail Address

**EXHIBIT A**  
(All Documents following this page of the Agreement)

**Exhibit:**

1. RFP 2016.321 Scope of Services

**EXHIBIT A**  
**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL**  
**2016.321**

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**CASE MANAGEMENT SERVICES**  
**CHILD MENTORING & FAMILY SUPPORT**  
**PROGRAM**

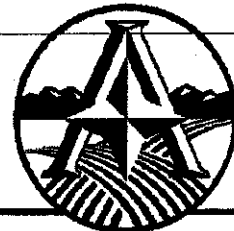
**All Documents and Addendums related to this RFP  
will be posted on the Rocky Mountain Bid System at:**  
**<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**

**RFP Issuance Date:**  
Thursday, March 31, 2016

**Written questions regarding this RFP will be accepted through**  
Wednesday, April 6, 2016  
by 2:00 p.m.

**RFP Opening Date:**  
Friday, April 29, 2016  
Time: 4:00 p.m.

**Location: Adams County Government Center**  
**Purchasing Division**  
**4430 South Adams County Parkway**  
**Brighton, CO 80601**



**ADAMS COUNTY**  
**COLORADO**



## 11. STATEMENT AND SCOPE OF SERVICES

Adams County Board of Commissioners (BOCC) through its Purchasing Department is seeking the services of a qualified organization or individual to provide case management services for child mentoring and family support programs for Adams County Human Services Children and Family Services Division.

### Scope of Services:

Adams County Human Services Department Children and Family Services Division provide community-based intervention programs for youth and families. It is used as an adjunct to ongoing case management services. The services will target and identify children; assistance is provided to the entire family. The goal is to provide 7.5 hours of paraprofessional services per week to each case referred. The primary responsibility of the offeror is to initiate, organize, plan, develop and implement direct advocacy services to assigned child/youth and their families. All service plans must be strength based using the wrap around model. Offeror's proposal must address below areas in the program:

- A. School or other Educational Setting
  - Support with Attendance
  - Homework
- B. Employment
  - Filling out Applications
  - Acquiring identification and other necessary documents
- C. Skills Development
  - Life Skills Individual and/or Group
  - Provision of Volunteer Opportunities
- D. Social
  - Prosocial Activities
  - Volunteer Opportunities
  - Prosocial Peer Relations
- E. Family
  - Reintegration into the home after out of home placement
  - Support for families to maintain the youth in the home
  - Connection with community resources

### Performance Measures

- 85% of children and youth served that are at home, will remain in their original home, or in a relative home, and in their own community
- 85% of children/youth who are reunified will remain safely in their homes during the period of program involvement
- 85% of children and youth who are in foster care will remain in their identified foster home at the time of referral or have been successfully returned to their own homes or the homes of their relatives
- 85% of cases/families served with a combination of internal and community-based service interventions will not re-enter ACHSD Child Welfare system as defined as a new founded child abuse or neglect referral or subsequent reentry into placement within one (1) year of program exit
- 85% of children and youth (that are school age) will be participating and improving in the appropriate educational program as demonstrated by improved grades/grade point average/teacher progress

#### Anticipated Outcomes

- Decreased numbers of future child protection reports for a twelve (12) month period after receipt of service and case closures
- Decreased potential for abuse and/or neglect in the participating home
- Improved family functioning
- Increased school attendance

#### Eligible Population to be served

- Children ages 10 to 18 years of age
- Families with open cases with a goal of the child/children remaining at home
- Children/youth in placement with a goal of reunification
- Children at risk of disruption of foster care placements while working with the family to reintegrate family back into the child's/children's home.

#### Service time frame

The offeror will be responsible for serving an average rotating caseload of thirty (30) children/families for a period of up to four (4) months per family.

#### Workload standard for the program

The offeror will be responsible for serving a minimum of one hundred twenty (120) cases

7.303.16

- A. Each worker engaged in home based intervention, intensive family therapy, and sexual abuse treatment programs shall have at least two (2) and not more than twelve (12) at risk families depending on the intensity of service needed per family.
- B. Life skills shall have staff persons assigned to work no more than twenty (20) families.
- C. Supervisory workload ratio shall be six (6) caseworkers per supervisor. Offeror shall provide comparable supervision.

#### Offeror's Staff qualifications

The county department shall ensure that all personnel who supervise or provide professional services in child welfare and adult protection services possess the following minimum qualifications:

##### 1. **Background Checks**

Offeror shall provide background checks for all current and prospective employees of Offeror and provisions for employment will be followed as outlined in Colorado Department of Human Services Volume 7 Rules and Regulations.

##### 2. Professional Entry (Training) Level Position

~~A Bachelor's degree with a major in a human behavioral sciences field~~

##### 3. Professional Journey Level Position

This position has obtained the skills, knowledge, and abilities to perform duties at the full independent working level through experience and education.

- A Bachelor's degree with a major in a human behavioral science field and one (1) year of professional caseworker experience acquired after the degree in a public or private social services agency; or,
- A Bachelor's of Social Work degree with a major in public child welfare and successful completion of an approved field placement in a county department of social/human services; or,
- A Master's degree in social work or human behavioral sciences field.

4. **Life Skills Staff Position (Paraprofessional)**  
This position has obtained a high school diploma or a General Equivalency Diploma (GED) and six months full time public contact in human services or a related field. Substitution for public contact is successful completion of a certificate program and/or college course equivalent to public contact in human services or a related field.
5. **Casework Supervisor Position**
  - A Bachelor's degree with a major in a human behavioral sciences field (no substitution ) and three years professional casework experience at the journey level obtained after the degree; or,
  - A Master's degree or higher in social work or human behavioral sciences field and two years professional casework experience at the journey level obtained before or after the advanced degree.
6. **Rate of payment**  
Fee for service agreement will be awarded
7. **COMPLIANCE WITH APPLICABLE LAW**  
**FEDERAL AND STATE LAW:** The Offer shall at all times during the execution of the agreement strictly adhere to, and comply with, all applicable Federal and Colorado State laws and their implementing regulations as they currently exist and may hereafter be amended, which laws and regulations are incorporated herein by this reference as terms and conditions of the agreement. The Offeror also shall require compliance with such laws and regulations by subcontractors under subcontracts permitted under the agreement.
8. **INVOICE BILLING**  
Offeror must submit detailed invoices to the Project COR Administrator for the previous month of service by the 5<sup>th</sup> of each. Invoices and reports will be required to be submitted at the same time. Offeror must submit detailed monthly invoice billing statements, to include, the dates and types of services.
9. **TERM**  
The term of the awarded agreement will be is one (1) year from date of the fully executed date. The County reserves the right to extend the term of the services for the period specified in Statement of Services. The County may extend the term of the agreement, in two (2), one (1) year increments, by written notice to the Offeror by the expiration date of the agreement or within 30 days after funds are made available for exercising the option, whichever is later.
10. **INCIDENT REPORT REQUIREMENT**  
The Offeror shall report all incidents of suspected theft, fraud, or other employee misconduct to County Purchasing Manager and the County Project Manager immediately upon discovery, of each incident. This applies to employees and contracted employees for the Offeror who will be providing services or who will be handling confidential materials, supplies, or monies, for the County under the awarded agreement. The Offeror, employee and contracted employees must comply and cooperate with the County on requests for information and assistance relevant to each incident reported and any ensuing investigation.
11. **CONFIDENTIAL INFORMATION-COUNTY RECORDS**  
Offeror, its employees and contracted employees shall comply with the County's terms if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any county records, personnel

records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101, et seq.

- Both parties acknowledge that information obtained and exchanged about clients in the performance of this request services is confidential. Both parties will protect all confidential information pursuant to the requirements of state and federal law. Both parties acknowledge that release of this information is subject to the requirements of federal and state law.
- Offeror, its employees and contracted employees shall keep all County records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for County records and information in the possession of Offeror shall be immediately forwarded to County's Purchasing Division Manager.

**12. NOTIFICATION**

Offeror shall notify its agent, employees, subcontractors and assignees who may come into contact with County records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information.

**13. USE, SECURITY, AND RETENTION**

Confidential information of any kind shall not be distributed or sold to any third party or used by Offeror or its agents in anyway, except as approved in writing by the County. Offeror shall provide and maintain a secure environment that ensures confidentiality of all County records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Offeror or its agents, except as permitted in the Agreement or approved in writing by County.

**14. DISCLOSURE-LIABILITY**

Disclosure of County records or other confidential information by Offeror for any reason may be cause for legal action by third parties against Offeror, County or their respective agents. Offeror shall indemnify, save, and hold harmless County its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Offeror, or its employees, agents, subcontractors, or assignees.

**15. STANDARD AND MANNER OF PERFORMANCE**

Offeror shall perform its obligations in accordance with the highest standards of care, skill and diligence in Offeror's industry, trade, or profession and in the sequence and manner set forth in the scope of work.

**16. FEE SCHEDULE**

The Offeror must submit fees in the format of the **Fee Schedule (Attachment A)** for the initial year of the award.

**17. CONFLICT OF INTEREST**

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services being required under the solicitation.

**18. INDEPENDENT OFFEROR**

Offeror shall perform its duties hereunder as an independent contractor and not as an employee. Neither Offeror nor any agent or employee of Offeror shall be deemed to be an agent or employee of the County. Offeror and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the County and the County shall not pay for or otherwise provide such coverage for Offeror or any of its agents or employees. Unemployment insurance benefits will be available to Offeror and its employees and agents only if such coverage is made available by Offeror or a third party. Offeror shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement.

Offeror shall not have authorization, express or implied, to bind the County to any agreement, liability or understanding, except as expressly set forth in the agreement. Offeror shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the County, and (c) be solely responsible for its acts and those of its employees and agents.

**19. NONDISCRIMINATION:**

The Offeror shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. The County is an equal opportunity employer.

The Offeror will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement, so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**20. COMPLIANCE WITH LAWS:**

During the performance of the scope of services under the awarded Agreement, the Offeror agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The Offeror hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. The Offeror warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Offeror expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under the awarded agreement that are considered to be "Protected Health Information."

**21. SUPPLEMENTAL FEDERAL PROVISIONS- (FFATA) - Section following this page**

State of Colorado Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders Subject to The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

**1. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

- 1.1.1. Grants;
- 1.1.2. Contracts;
- 1.1.3. Cooperative agreements, which does not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.4. Loans;
- 1.1.5. Loan Guarantees;
- 1.1.6. Subsidies;
- 1.1.7. Insurance;
- 1.1.8. Food commodities;
- 1.1.9. Direct appropriations;
- 1.1.10. Assessed and voluntary contributions; and
- 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award does *not* include:

- 1.1.12. Technical assistance, which provides services in lieu of money;
  - 1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
  - 1.1.14. Any award classified for security purposes; or
  - 1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 1.2. "Contract" means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.
- 1.3. "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.4. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet' website may be found at:  
<http://fedgov.dnb.com/webform>.
- 
- 1.5. "Entity" means all of the following as defined at 2 CFR part 25, subpart C;
- 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
  - 1.5.2. A foreign public entity;
  - 1.5.3. A domestic or foreign non-profit organization;
  - 1.5.4. A domestic or foreign for-profit organization; and
  - 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. "Executive" means an officer, managing partner or any other employee in a management position.

- 1.7. **"Federal Award Identification Number (FAIN)"** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **"FFATA"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."
- 1.9. **"Prime Recipient"** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **"Subaward"** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **"Subrecipient"** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.
- 1.12. **"Subrecipient Parent DUNS Number"** means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.
- 1.13. **"Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **"System for Award Management (SAM)"** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.15. **"Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:
  - 1.15.1. Salary and bonus;
  - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - ~~1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;~~
  - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
  - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
- 1.16. **"Transparency Act"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

- 1.17. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.
2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. Adams County may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
- 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. **DUNS.** – Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 4.1. The total Federal funding authorized to date under this award is \$25,000 or more; and
- 4.2. **In the preceding fiscal year, Contractor received:**
- 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 4.3. The public does not have access to information about the compensation of the Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of



the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.

**6. Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

**7. Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

7.1.1 Subrecipient DUNS Number;

7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) Account;

7.1.3 Subrecipient Parent DUNS Number;

7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

7.1.5 Subrecipient top 5 highly compensated Executives if the criteria in §4 above are met;

and

7.1.6 Subrecipient Total Compensation of top 5 highly compensated Executives if criteria in §4 met.

7.2 **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

7.2.1 Subrecipient's DUNS Number as registered in SAM.

7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

### **8. Exemptions.**

8.1 These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

**9. Event of Default.** Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and Adams County may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the Adams County under the Contract, at law or in equity.

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