

ADAMS COUNTY, COLORADO  
FIRST ADDENDUM TO  
SERVICE AGREEMENT

THIS FIRST ADDENDUM TO SERVICE AGREEMENT ("First Addendum") is entered into this 29<sup>th</sup> day of AUGUST, 2012, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, CO 80601, hereinafter referred to as the "County," acting in its capacity as the Adams County Board of Human Services, and Youth Advocate Program, located 2007 North 3<sup>rd</sup> Street, Harrisburg, PA 17102 hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on June 1, 2011, the County entered into a Service Agreement with, Youth Advocate Program to provide Home Based, Sexual Abuse Treatment and Day Treatment to families referred by Adams County Human Services Department (ACHSD)/ pursuant to the Colorado Family Preservation Act §§ 26-5-101, et seq., C.R.S. and in compliance with the state rules and County Plan, policies, and procedures and CDHS Volume VII 7.303, and,

WHEREAS, the term of the agreement expired on May 31, 2012, and,

WHEREAS, the County and the Contractor mutually desire to extend the Service Agreement through May 31, 2013 to facilitate the request for proposal process, and,

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The County shall reimburse the Contractor for the work provided under this First Addendum in accordance with **Section IV of the Service Agreement**. Beginning June 1, 2012 through May 31, 2013, Adams County will pay Youth Advocate Program at the rates described in "Attachment A" attached hereto in Addendum One a sum not to exceed \$400,000.
2. The term of the Service Agreement is extended through May 31, 2013.
3. The Service Agreement and this First Addendum contain 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 both parties. Any terms, conditions, or provisions of the Service Agreement that are not amended or modified by this First Addendum shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this First Addendum, the terms, conditions, and provisions of this First Addendum shall control.
4. The Recitals contained in this First Addendum are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This First Addendum may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. Nothing expressed or implied in this First Addendum is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this First Addendum or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this First Addendum by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
7. If any provision of this First Addendum is determined to be unenforceable or invalid for any reason, the remainder of the First Addendum shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
8. Each party represents and warrants that it has the power and ability to enter into this First Addendum, to grant the rights granted herein, and to perform the duties and obligations herein described.

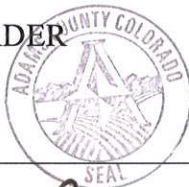
IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

*[Signature]* Date 8-29-12  
Chairman

ATTEST:  
KAREN LONG  
CLERK AND RECORDER

*[Signature]*  
Deputy Clerk



Approved as to form:  
*[Signature]*  
Adams County Attorney's Office

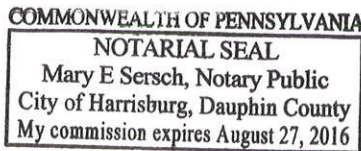
YOUTH ADVOCATE PROGRAM

*[Signature]* Date 8/17/12  
Richard L. Stottlemeyer, II CFO

Signed and sworn to before me on this 17<sup>th</sup> day of August, 2012 by

*[Signature]*

Notary Public  
My commission expires on: Aug 27, 2016



**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

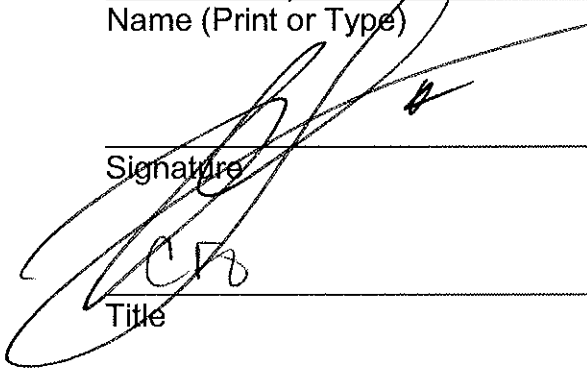
Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract 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  
Company Name

8/17/12  
Date

Richard L. Stottlemyer II  
Name (Print or Type)

  
\_\_\_\_\_  
Signature

CEO  
\_\_\_\_\_  
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

Attachment A  
Youth Advocate Program 11-12 Fee Schedule

**SECTION IV - 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, an amount not to exceed Four Hundred Fifty Thousand (\$400,000). The contractor agrees to bill the County on a fee-for- service basis, payments to the Contractor shall be made in accordance with the fee schedule, on a fee for services basis, hereunder:

Low Treatment package:

- \$43.44 per hour for 8 hours of service or less per week of services described under Section I, "Services".

High Treatment Package

- \$30.55 per hour for additional hours per week above the first 8 hours of services described under Section I, "Services".



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MI

DATE (MM/DD/YYYY)

07/27/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> E. K. McConkey & Co., Inc. 2555 Kingston Rd., Suite 100 York, PA 17402		717-755-9266 717-755-9237	<b>CONTACT NAME:</b> Barbara Golden <b>PHONE (A/C, No, Ext):</b> 717-505-3109 <b>FAX (A/C, No):</b> 717-751-1705 <b>E-MAIL ADDRESS:</b> bgolden@ekmcconkey.com <b>PRODUCER CUSTOMER ID #:</b> YOUTH-1
<b>INSURED</b> Youth Advocate Programs Inc Attn: Mary Sersch 2007 N 3rd Street PO Box 950 Harrisburg, PA 17108-0950		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Ins Co <b>INSURER B:</b> Liberty Mutual Insurance Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 18058	

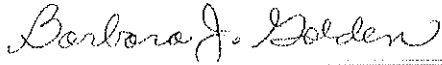
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blank-Contractual Liability-\$1MM GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		PHPK757285	08/15/11	08/15/12	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 20,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK757285	08/15/11	08/15/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000		PHUB355397	08/15/11	08/15/12	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	WC1Z31508915012	01/24/12	01/24/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		N/A				E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Professional Liab		PHPK757285	08/15/11	08/15/12	1,000,000	3,000,000
A	Sexual Abuse/Moles		PHPK757285	08/15/11	08/15/12	1,000,000	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Standard 60 days notice of cancellation, except 15 days for non-payment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

<b>ADAMSCD</b>  Adams County Department of Human Services DeeDee Green, Contract Admin. 7401 North Broadway Denver, CO 80211	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ADAMS COUNTY**  
**COLORADO**

**ACCEPTANCE OF NOTICE**  
Mail to Adams County Purchasing  
4430 South Adams County Parkway  
Brighton, Colorado 80601  
Attn: Contract Administrator

Receipt of the above NOTICE OF AWARD  
is hereby acknowledged for

**2012 CORE SERVICES PROVIDER**

BY: Youth Advocate Programs, Inc  
Name of Company

this the 17<sup>th</sup> day  
of August, 2012

*Mary E Sersch* 8/17/12

BY [Signature]  
TITLE [Signature]  
TELEPHONE 717-232-7580

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Mary E Sersch, Notary Public  
City of Harrisburg, Dauphin County  
My commission expires August 27, 2016

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YOUTH ADVOCATE PROGRAMS, INC.  
2007 NORTH THIRD STREET  
HARRISBURG, PA 17102  
717-232-7580



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TO: Adams County Purchasing

FROM: **Mary Sersch**, *Assistant Chief of Contracts*

DATE: 8/17/12

RE: Contract Award/Agreement

Enclosed are the requested signed documents from Youth Advocate Programs, Inc. If you have any questions or require additional information please feel free to contact me at the number listed below or by email at [msersch@yapinc.org](mailto:msersch@yapinc.org). Please return a fully executed copy of each to my attention at the address listed above.

Best regards,

*Mary Sersch*

*717-232-7580 x1406*