

**RESOLUTION NO. 122 -23**  
**OF THE GOVERNING BODY OF THE**  
**YAVAPAI-APACHE NATION**

**A Resolution Approving a Pilot Program Agreement with Youth Advocate Programs, Inc.**  
**to Provide Wraparound Advocate Services for the Nation's Youth**

- WHEREAS:** The Yavapai-Apache Tribal Council ("Council") is authorized to represent the Yavapai-Apache Nation ("Nation"), act on all matters that concern the health and welfare of the Nation, and make decisions not inconsistent with or contrary to the Constitution of the Yavapai-Apache Nation ("Constitution") as provided under Article V (a) of the Constitution; and
- WHEREAS:** The Council is authorized to accept grants and donations from any person, organization, state, or the United States as provided under Article V (s) of the Constitution; and
- WHEREAS:** The Council is authorized to manage the Nation's economic affairs and to appropriate and regulate the use of tribal funds as provided under Article V (i) and (k), respectively, of the Constitution; and
- WHEREAS:** On March 11, 2021, the American Rescue Plan Act ("ARPA") was signed into law by President Biden, Section 9901 of which establishes the Coronavirus State and Local Fiscal Recovery Funds ("Recovery Funds") and sets aside \$20 billion in aid for Tribal governments to respond to the impact of the COVID-19 public health emergency; and
- WHEREAS:** On January 27, 2022, the U.S. Department of Treasury published a Final Rule under ARPA providing further descriptions and examples of how ARPA Recovery Funds may be used by recipients; and
- WHEREAS:** The Final Rule provides that ARPA Recovery Funds may be used by recipients to respond to the public health emergency for purposes including behavioral health care, including prevention, treatment, emergency or first-responder programs, harm reduction, and supports for long-term recovery; and
- WHEREAS:** As recognized by the U.S. Department of Treasury, the COVID-19 public health emergency has had disproportionate public health and economic impacts in Tribal communities, and the Final Rule states that households and populations receiving services provided by Tribal governments are presumed to be disproportionately impacted by the public health emergency or its negative economic impacts; and
- WHEREAS:** The Nation's Youth Outdoor Wellness Manager recommends that the Nation retain the services of Youth Advocate Programs, Inc. ("YAP") to provide wraparound advocate services for the Nation's youth to decrease risk factors for delinquency and to increase protective factors to support long-term stability with

youth and their families in accordance with the terms and conditions of the Pilot Program Agreement attached to this Resolution as Exhibit A; and

**WHEREAS:** The Term of the Pilot Program Agreement is twelve (12) months starting from the date of execution, with the Nation reimbursing YAP for half of the costs expended for the pilot program in accordance with Attachment A to the Agreement not to exceed Eighty Thousand and 00/100 Dollars (\$80,000.00) for the Term of the Agreement; and

**WHEREAS:** The Nation has received funds from the ARPA Coronavirus State and Local Fiscal Recovery Funds and the Council hereby determines that it is appropriate to use such funds to pay the Nation's share of the costs under the Pilot Program Agreement; and

**WHEREAS:** The Council has determined that entering into the Pilot Program Agreement with Youth Advocate Program, Inc. for the purposes stated in the Agreement is in the best interest of the Nation.

**NOW THEREFORE BE IT RESOLVED** that the Yavapai-Apache Tribal Council, in Council assembled, at which a quorum is present, hereby approves execution of the Pilot Program Agreement between the Nation and Youth Advocate Programs, Inc. ("YAP") (*Agreement attached to this Resolution as Exhibit A*) for a Term of twelve (12) months starting from the date of execution, under which YAP will provide the above described services and as further specified in the attached Agreement, with the Nation reimbursing YAP for half of the costs expended for the pilot program in accordance with Attachment A to the Agreement not to exceed Eighty Thousand and 00/100 Dollars (\$80,000.00) for the Term of the Agreement, payable as provided under the terms of the Agreement.

**BE IT FURTHER RESOLVED** that the Nation's share of the costs under the Agreement shall be appropriated and paid from the Nation's ARPA Coronavirus State and Local Fiscal Recovery Funds.

**BE IT FINALLY RESOLVED** that the Chairwoman, and Vice-Chairman, or either of them, are hereby authorized to take such further action as deemed necessary to carry out the purposes and intent of this Resolution.

#### **CERTIFICATION**

I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, with a quorum in attendance, presented for approval on July 20 2023, by a vote of 8 8 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.

  
\_\_\_\_\_  
Tanya Lewis, Chairwoman

**ATTEST:**

Karla Reimer  
Karla Reimer, Council Secretary

Approved as to Form:

Yisa Estensen  
Office of the Attorney General

# EXHIBIT A

Pilot Program Agreement  
Between the Nation and Youth Advocate Programs, Inc.





## **PILOT PROGRAM AGREEMENT**

**THIS AGREEMENT** is between the Yavapai-Apache Nation, a federally recognized Indian Tribe, headquartered at 2400 W. Datsi St., Camp Verde, AZ 86322 (YAN or Nation), and Youth Advocate Programs, Inc., which is headquartered at 3899 North Front Street, Harrisburg, Pennsylvania 17110 (YAP).

### **1. INTRODUCTION**

This is an Agreement between YAN and YAP for a pilot program entitled "The Hummingbird Project" to assist YAN youth between the ages of 8 and 18. The program's purposes are to refer YAN youth to YAP's wraparound Advocate Services to decrease risk factors for delinquency at the Yavapai-Apache Nation by assisting youth to live safely at home supported by their community, and not in detention or other out-of-home placement facility. Additionally, the program will increase protective factors to support long-term stability with YAN youth and their families through the development of skills, competencies, and pro-social connections.

### **2. SERVICES**

YAN will refer youth to YAP. Assuming sufficient referrals to it are made, YAP will serve approximately 10 youth and their families at any given time. It is anticipated that most youth will receive up to five (5) hours of YAP services per week for up to 6 months. However, both the intensity and length of YAP services will be determined based on the individual needs of each youth/family.

YAP will provide services to referred youth and their families through delivery of the YAPWrap service model. The components of the YAPWrap model include referral, assessment, development of Individualized Service Plans, Family Teams, and delivery of individual, family engagement and support services, and Purposeful Transition. Group services will be delivered through a collaboration with YAN's established Community Wellness & Youth Prevention Program.

Effort will be made to recruit YAP's direct service staff (*i.e.*, Advocates) from the same geographical areas and populations from which YAN-referred youth reside. Recruited from the community served, YAP Advocates are credible messengers, skilled at engaging youth and families. YAP endeavors to hire Advocates who are linguistically and culturally competent because doing so helps to build the rapport and trusting relationships which help all parties work together and toward meeting the goals of youth's Individual Service Plans (ISPs).

### **3. PAYMENT**

Following the completion of the one-year pilot program described in this Agreement, the parties may enter into other agreements pursuant to which YAP will provide services to YAN youth similar to those described below at YAP's regular rates, or at rates negotiated by the parties. Conversely, in this pilot year, YAP has agreed to use its limited foundation funding to pay up to \$80,000 to fund half of the budgeted program start-up (anticipated to be 60 days) and operation during the balance of the one-year term of this Agreement. YAN will also pay up to \$80,000. The proposed budget is attached to this Agreement as Attachment A.

YAN will reimburse YAP for half of the costs expended for the pilot program in accordance with Attachment A, not to exceed \$80,000. YAP will submit monthly invoices for cost reimbursement with a breakdown of the costs expended via email to Monica Marquez, YAN Youth Outdoor Wellness Manager, at [mmarquez@yan-tribe.org](mailto:mmarquez@yan-tribe.org). Payment will be made within fifteen (15) days of YAN's receipt of YAP's invoice. YAP shall provide YAN a completed IRS Form W-9. Payment to YAP under this Agreement will not be made by YAN unless a completed W-9 is on file with YAN.

### **4. DURATION; NOTICE**

The term of this Agreement shall commence on the date entered on the last page of this Agreement and continue for a period of 12 months therefrom unless this Agreement is sooner terminated.

The parties anticipate that referrals to YAP will be made beginning in \_\_\_\_\_ 2023. After six months of operating hereunder (*i.e.*, six months after both parties sign this Agreement) either party may terminate this Agreement for any reason upon giving thirty (30) days' written notice to the other party.

Notices shall either be: (a) mailed by certified mail, return receipt requested, or (b) by a commercially recognized overnight carrier with delivery receipt. Notice shall be deemed to have been received on the date of a signed receipt of certified mail or on the date of receipt of delivery. Any such written notice shall be given to the individuals who sign this Agreement at the addresses provided in the signature blocks below.

For YAP, a copy of any notices should be sent to:

Mary Sersch  
Director of Contracts  
3899 N. Front Street  
Harrisburg, PA 17110  
msersch@yapinc.org

For YAN, a copy of any notices should be sent to:

Monica Marquez  
Youth Outdoor Wellness Manager  
2400 W. Datsi St.  
Camp Verde, AZ 86322  
mmarquez@yan-tribe.org

## **5. PERFORMANCE OBJECTIVES AND RELATED COORDINATION**

The parties may agree to a renewal of this Agreement for at least a second year of operation. While YAN is not obligated to agree to such a renewal, it is anticipated that it will do so if funding is available and if the following Year One performance objectives are met: (1) At least 70% of participating youth will successfully engage in up to five (5) hours per week of YAPWrap services to improve engagement with school or alternative education and will not be placed in detention or another out-of-home placement facility while in the program; (2) At least 70% of participating families will successfully engage in YAPWrap services to build parenting skills to support school engagement and maintain youth safely in their home; (3) At least 70% of participating youth and their families will improve social competencies (e.g., positive relationships with their family and community, increased sense of self-worth and safety); and (4) At least 70% of participating youth and their families will be connected to support services such as substance use prevention/treatment services or other community-based health and safety services, as needed. Measures of school engagement and pro-social behavior will be made by YAN in consultation with members of YAP's Research Committee.

In order to evaluate program effectiveness, YAN will assign a Liaison (Tanya Lewis, Chairwoman, or her designee) who will act fairly and accurately as a gatekeeper to screen and prioritize referrals to YAP and ensure that referred youth are age eligible and a high risk for need of services (e.g., at high risk of being placed in detention, juvenile corrections, or residential facility). In addition, YAN and YAP will create an Oversight and Sustainability Committee to monitor program outcomes and to identify tribal, federal, or other governmental/non-governmental funds that will enable the YAP program to continue after the Year One pilot. This Oversight and Sustainability Committee will meet at least monthly beginning in the third month of this MOA.

## **6. CONFIDENTIALITY**

Each party acknowledges that the other party owns valuable propriety information, including program materials (copyrighted or not), know how, computer systems and software, and other confidential information which pertain to past, present, and future activities. Each party further acknowledges that their clients and/or employees provide them with confidential information concerning their health, finances, probation records, assessments or evaluations, educational records, and other data. Finally, each party agrees to maintain the confidentiality of all such confidential or proprietary information (collectively referred to hereafter as "Confidential Information").

During and after the effective period of this Agreement, the Parties will not disclose any Confidential Information to any person or permit any person to examine and/or make copies of Confidential Information that comes into their possession as a result of this Agreement. Each Party further agrees that upon request or the termination of this Agreement, it will return all documents, papers and other Confidential Information obtained pursuant to this Agreement. Any electronic copies of Confidential Information received pursuant to this Agreement will be destroyed upon request or the termination of this Agreement.

Notwithstanding the foregoing, each Party may disclose or give access to Confidential Information to such of its employees, agents, or contractors who have a need-to-know in connection with pursuing the objectives of this Agreement.

The parties agree that any information that is gathered, and which is subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), shall remain confidential. This provision shall continue in perpetuity after the expiration of this Agreement. All participant records are the property of YAP.



## **7. RECORDS**

YAP shall maintain its books and records in accordance with generally accepted accounting principles and to maintain such records for seven years after the date this Agreement is terminated or ends.

## **8. YAP RESPONSIBILITIES**

YAP is responsible for providing general liability, automobile liability, disability, unemployment, workers' compensation, and other applicable insurance, and is responsible for all required background investigations, training, and applicable permits and licenses for YAP and its employees.

## **9. INDEPENDENT CONTRACTORS**

The parties' relationship to one another is that of an independent contractor. Neither party, including its employees or agents, may claim or hold itself or themselves out to be officers, affiliates, or employees of the other. As an independent contractor, YAP shall be solely responsible for determining the means and methods of performing the services and shall have complete charge and responsibility for its personnel engaged in the performance of the services. YAP shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by YAP in the performance of services hereunder. However, if any YAP personnel act in a manner that is perceived to be detrimental to YAN, then YAN may request YAP to remove or replace such personnel with respect to the performance of services under this Agreement.

## **10. INDEMNIFICATION**

YAP and its successors and assigns will indemnify and hold harmless YAN and its successors and assigns against and from any and all claims, suits, damages, and reasonable costs resulting from any negligent, reckless, or intentional act or omission on the part of YAP or its successors, assigns, and employees in the performance of this Agreement.

YAN and its successors and assigns will indemnify and hold harmless YAP and its successors and assigns against and from any and all claims, suits, damages, and reasonable costs resulting from any negligent, reckless, or intentional act or omission on the part of YAN or its successors, assigns, and employees in the performance of this Agreement.

## **11. MODIFICATION AND EXECUTION**

This Agreement sets forth the entire understanding of YAP and YAN with regard to the subject matter of this Agreement and replaces and supersedes all other agreements or understandings, whether written or oral. This Agreement may be signed in counterparts. It may be modified only by a writing signed by both parties. Each person who signs below is authorized to do so and to bind their employer.

## **12. DISPUTE RESOLUTION AND GOVERNING LAW**

**12.1 Informal Negotiations.** Nation and YAP agree to engage in informal negotiations to resolve any dispute arising under this Agreement. In the event that any dispute between Nation and YAP is not resolved through informal negotiations, the parties agree that, subject to the Limited Waiver of Sovereign Immunity provided by Nation in Section 12.2 below, the dispute may be resolved through the Nation's Tribal Court.

**12.2 Limited Waiver of Sovereign Immunity.** The Nation is immune from unconsented lawsuits. Except as provided in this Section 12.2, nothing in this Agreement or other writing is or shall be deemed to be a waiver of the Nation's sovereign immunity from suit, which immunity is hereby expressly asserted and affirmed. However, in order to provide for dispute resolution and the enforceability of this Agreement as provided in this Section 12.2, the Nation grants to YAP a limited waiver of its sovereign immunity as follows: (1) Nation agrees that all unresolved disputes arising under this Agreement shall be submitted to the Yavapai-Apache Nation Tribal Court as provided under this Section 12.2 and that such tribal court action shall be the exclusive means of dispute resolution under this Agreement; (2) Nation agrees that the Yavapai-Apache Nation Tribal Court shall have subject matter jurisdiction over the resolution of disputes arising under this Agreement, but only as to matters arising under this Agreement, and no other claim or dispute may be brought before the Tribal Court, and no other court or forum shall have jurisdiction to hear any claim or dispute arising under this Agreement; (3) it is acknowledged and agreed between Nation and YAP that the limited waiver of sovereign immunity provided by this Section 12.2, shall extend only to disputes between Nation and YAP and shall apply only to an action by YAP for any claim for breach of the Agreement, and that this limited waiver shall therefore not extend to or be effective as to any claim or action against Nation by any party other than YAP (including without limitation any purported third party beneficiary of the Agreement); (4) The liability of Nation for any recovery under this Agreement as provided for hereunder shall be limited to actual unpaid contractual obligations (compensatory damages) and/or specific performance, and shall

not in any case include general, consequential, incidental, special, indirect, punitive or any other damages, whether in tort or contract, all of which are hereby expressly declared to be outside of the scope of the waiver of sovereign immunity provided for under this Section 12.2, and Nation's total liability to YAP for compensatory damages under any judgment entered by the Court as provided for herein shall in no case exceed earned but unpaid amounts owed by Nation to YAP as set for in Section 3 of this Agreement; (5) The Tribal Court's jurisdiction, as limited hereunder, shall not be construed to empower the Court to enter a judgment that reaches or encumbers the assets or property of the Yavapai-Apache Nation other than the financial assets of the Nation appropriated by the Tribal Council to pay amounts owed to YAP under this Agreement; and (6) this limited waiver of sovereign immunity shall expire two (2) years after the termination, cancellation or completion of the Agreement, except that this limited waiver of sovereign immunity shall remain effective for any proceeding then pending and all appeals and enforcement proceedings therefore until the underlying legal claim or claims have been finally determined. The parties also agree that this limited waiver of sovereign immunity shall be strictly construed.

13. COUNTERPARTS

This Agreement may be executed by one or more facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

So AGREED this 20<sup>th</sup> day of July, 2023.

**For Youth Advocate Programs, Inc.**

**For The Yavapai-Apache Nation:**

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Gary Ivory  
Chief Executive Officer  
3899 N Front Street  
Harrisburg, PA 17110

(334) 324-7510  
dev@yapinc.org

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Tanya Lewis  
Chairwoman  
2400 W. Datsi St.  
Camp Verde, AZ 86322

(928) 567-1021

**AZ YAN YAP Pilot**  
**Advocate Services**  
**12-month Service**

Youth Advocate Programs, Inc. presents the following budget narrative in support of its proposal to provide Advocate Services. Youth will receive an average of 5.5 hours per week of service however the amount of service that any youth receives will be based on individual needs.

Budget Line Item	Amount	Ballmer	YAN/Federal
<b>Salaries</b>			
Leadership pro rata share @ \$48.00 per week.	\$ 2,496	\$ 936	\$ 1,560
Regional Director pro rata share @ \$120.00 per week.	6,240	\$ 3,640	\$ 2,600
Program Director @ \$750.00 per week.	39,000	\$ 26,000	\$ 13,000
Program Support Specialist @ \$25.00 per week.	1,300	\$ -	\$ 1,300
<b>Total Salaries</b>	<b>49,036</b>	<b>\$ 30,576</b>	<b>\$ 18,460</b>
<b>Wages</b>			
Advocate Individual wage @ \$18.00 per hour x average 4.40 hours per youth per week.	32,947	\$ 12,355	\$ 20,592
Advocate group wage @ \$10.00 per hour x average 1.10 hours per youth per week.	4,576	\$ 1,716	\$ 2,860
Advocate compensable time @ \$18.00 per hour x average 0.50 hours per youth per week.	3,744	\$ 1,404	\$ 2,340
Advocate training @ \$18.00 per hour x 100 hours of training.	1,800	\$ 720	\$ 1,080
<b>Total Wages</b>	<b>43,067</b>	<b>\$ 16,195</b>	<b>\$ 26,872</b>
<b>Total Salaries and Wages</b>	<b>92,103</b>	<b>\$ 46,771</b>	<b>\$ 45,332</b>
<b>Fringe Benefits</b>			
Employer share of FICA @ 7.65% of all salaries and wages.	7,046	\$ 3,578	\$ 3,468
Employer share of unemployment tax @ 2.07% of all salaries and wages.	1,904	\$ 967	\$ 937
Employer share of workers' compensation @ 2.35% of all salaries and wages.	2,164	\$ 1,099	\$ 1,065
Employer share of health insurance @ 18.00% of all salaries and of the wages of hourly employees expected to work at least 30 hours per week.	8,826	\$ 5,503	\$ 3,323
<b>Total Fringe Benefits</b>	<b>19,941</b>	<b>\$ 11,148</b>	<b>\$ 8,793</b>
<b>Total Personnel</b>	<b>112,044</b>	<b>\$ 57,919</b>	<b>\$ 54,125</b>
<b>Travel Reimbursement</b>			
Leadership travel @ \$.500 per mile x average 20 miles per week.	520	\$ 130	\$ 390
Regional director travel @ \$.500 per mile x average 40 miles per week.	1,040	\$ 390	\$ 650
Program director travel @ \$.500 per mile x average 75 miles per week.	1,950	\$ 650	\$ 1,300
Advocates travel @ \$.500 per mile x average 160 miles per week.	4,160	\$ 1,560	\$ 2,600
<b>Total Travel Reimbursement</b>	<b>7,670</b>	<b>\$ 2,730</b>	<b>\$ 4,940</b>
<b>Direct Assistance to Clients</b>			
Youth activity fund @ \$6.00 per contact x average 2 contacts per youth per week.	4,992	\$ 1,872	\$ 3,120
Ancillary fund for the purchase of goods and services on behalf of youth as needed.	3,712	\$ 1,392	\$ 2,320
<b>Total Direct Assistance to Youth</b>	<b>8,704</b>	<b>\$ 3,264</b>	<b>\$ 5,440</b>
<b>Fixed Expenses</b>			
Rent and utilities pro rata share @ 495.00 per month.	5,940	\$ 1,440	\$ 4,500
Telephone and internet pro rata share @ 82.50 per month.	990	\$ 240	\$ 750
Postage and overnight mail pro rata share @ 24.75 per month.	297	\$ 72	\$ 225
Office supplies pro rata share @ 24.75 per month.	297	\$ 72	\$ 225
Meeting and training pro rata share @ 33.00 per month.	396	\$ 96	\$ 300
Equipment rentals and maintenance pro rata share @ 23.10 per month.	277	\$ 67	\$ 210
Cell Service @ \$70.00 per month.	840	\$ 840	\$ -
Youth accident insurance @ \$15.00 per youth per month.	1,440	\$ 540	\$ 900
Monitoring of advocate hours @ \$10.00 per youth per month.	960	\$ 360	\$ 600
<b>Total Fixed Expenses</b>	<b>11,437</b>	<b>\$ 3,727</b>	<b>\$ 7,710</b>
<b>Other Expenses</b>			
Technology	1,500	\$ 1,500	\$ -
Trauma and Substance Use Training.	3,076	\$ 3,076	\$ -
<b>Total Other Expenses</b>	<b>4,576</b>	<b>\$ 4,576</b>	<b>\$ -</b>



<b>Total Direct Expenses</b>	<b>144,430</b>	<b>\$</b>	<b>72,215</b>	<b>\$</b>	<b>72,215</b>
Indirect costs at 10.78% of direct costs for the operation of the agency's Business Support Services which provides ongoing support and rapid start-up to YAP field offices in 34 states plus D.C. to include, but not limited to: Human Resources, IT, Fiscal, Payroll, Billing, Continuous Quality Improvement, Outcomes Reporting/Evaluation, Compliance, Contract execution, Development, Employee Training and Technical Assistance, Research, Marketing and Communications, and the agency's Single Financial Audit.	15,570	\$	7,785	\$	7,785
<b>Total Cost of Program</b>	<b>\$ 160,000</b>	<b>\$</b>	<b>80,000</b>	<b>\$</b>	<b>80,000</b>