

ADAMS COUNTY, COLORADO
SERVICE AGREEMENT WITH DENVER AREA
YOUTH SERVICES

THIS AGREEMENT ("Agreement") is made this ____ day of _____ 2013, 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 Denver Area Youth Services, located at 1530 W 13th Ave, Denver, Colorado, 80204, 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:

All work shall be in accordance with the attached RFP 2013.073 Request for Application and the Contractor's response to the 2013.073 RFA 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. Contractor shall provide Home Based Intervention and Life Skills services for clients 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.

1.1.

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 Contractor) to be performed by Contractor. If County requests such additional services, 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, 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.

3. TERM:

3.1. Term of Agreement: The Term of this Agreement shall be from June 1, 2013, through May 31, 2014.

3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one 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, and approved by the Adams County Board of County Commissioners.

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, the sum of the not to exceed amount of twenty five thousand dollars and zero cents (\$25,000).

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:**

6.1. 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.

6.1.1. 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
- 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, comprehensive automobile liability, and professional 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 or policies required

under this Agreement.

9. TERMINATION:

- 9.1. 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.
- 9.2. 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.

10. MUTUAL UNDERSTANDINGS:

- 10.1. 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 with Adams County, Colorado.
- 10.2. 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, and that no violation of such provisions are present. Contractor 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 Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 10.3. OSHA: 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.
- 10.4. 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.
- 10.5. Assign ability: 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.

10.6. 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.

10.7. 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.

10.8. 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:

Department: Adams County Children and Family Services

Contact: Chris Klein, Director of Human Services

Address: 7190 Colorado Blvd.

City, State, Zip: Commerce City, Colorado 80022

Phone: 303.287.8831

E-mail: CKline@adcogov.org

Department: Adams County Purchasing

Contact: Liz Estrada, Contract Administrator

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6052

E-mail: LEstrada@adcogov.org

Department: Adams County Attorney's Office

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6116

Contractor: Denver Area Youth Services

Contact: Noel A. d'Albertis

Address: 1530 W. 13th Ave

City, State, Zip: Denver, Colorado 80204

Phone: 303-698-2903

E-mail: ndalbertis@denveryouth.org

10.9. 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.

- 10.10. 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.
- 10.11. 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.

11. CHANGE ORDERS OR EXTENSIONS:

- 11.1. Change Orders: The County may, from time to time, 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 Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

12. 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:

- 12.1. 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.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. 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.
- 12.4. 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.
- 12.5. 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.

- 12.6. 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.
- 12.7. 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).
- 12.8. 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.

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

**ADAMS COUNTY, COLORADO
HUMAN SERVICES DEPARTMENT**

Chris Kline
Chris Kline, Director

7-11-13
Date

Denver Area Youth Services

Noel A. Albertis
Signature
Noel A. Albertis, MSW MBA
Printed Name

7-1-2013
Date
CEO
Title

Attest:
Karen Long, Clerk and Recorder

Karen Long
Deputy Clerk
W. Coontz
Adams County Attorney's Office

Approved as to Form:

NOTARIZATION:
COUNTY OF Denver)

STATE OF Colorado)SS.
Signed and sworn to before me this 1st day of July, 2013,
by *Isabelle Marques*,

Isabelle Marques
Notary Public
My commission expires on: 08/30/2015





ADAMS COUNTY
COLORADO

APPLICATION FORM
ADAMS COUNTY HUMAN SERVICES
2013.073 REQUEST FOR APPLICATION FOR
CORE SERVICES

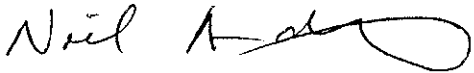
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WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # ~~1~~ NONE

Addenda # _____

If None, Please write NONE.

Denver Area Youth Services (DAYS)	4/10/2013
Company Name	Date
1530 W, 13 th Ave	
Address	Signature
Denver, CO 80204	Noel A. d'Albertis, MSW, MBA
City, State, Zip Code	Printed Name
Denver	Executive Director
County	Title
303-698-2300	303-698-2903 or ndalbertis@denveryouth.org
Telephone	Fax or Email address

Chris Kline
DIRECTOR
Darwin J. Cox, MSW
DIVISION DIRECTOR



Human Services Department
Children and Family Services Division
7401 North Broadway
Denver, Colorado 80221
PHONE 303.412.8121
FAX 303.412.5335
www.adcogov.org

Core Service Application Form

(Please Print or Type)

Agency Name: Denver Area Youth Services (DAYS)

Type (LLC/Sole Prop/etc.): 501 (c)3

Address: 1530 West 13th Ave

City: Denver State: CO Zip: 80204

Telephone Number: 303-698-2300 Fax Number: 303-698-2903

Website: www.denveryouth.org Email Address: ndalbertis@denveryouth.org

Contact Person for the Application: Noel A. d'Albertis, MSW, MBA

Title: Executive Director/CEO Phone: 303-302-3257 Email : ndalbertis@denveryouth.org

Executive Director, CEO, or Owner: Noel A. d'Albertis, MSW, MBA

Title: Executive Director/CEO Phone: 303-302-3257 Email : ndalbertis@denveryouth.org

A. Agency Information

1. Provide a brief description of your agency, and / or organization including total staff size, number of years in operations, mission and history.
2. Detail previous contracts with Adams County Human Services Department and / or other government agencies and describe your ability to effectively manage these programs.

B. Programs / Services to be provided, in the context of this RFA

1. In the specific service area your agency is proposing, what are the key concepts and strategies for program/services to be provided?

2. Service area applying for: (Select all that apply) Requested Amount per Service

<input checked="" type="checkbox"/>	Home-Based Interventions	\$ 1,400/month
<input type="checkbox"/>	Intensive Family Therapy	\$
<input type="checkbox"/>	Sexual Abuse Treatment	\$
<input type="checkbox"/>	Day Treatment	\$
<input type="checkbox"/>	Life Skills	\$
<input type="checkbox"/>	Mental Health Services	\$
<input type="checkbox"/>	Substance Abuse Services	\$
<input type="checkbox"/>	Family Team Meetings	\$
Total Application Request		\$ 352,800

Pricing must be submitted based on an hourly or monthly rate for each service.

3. In the specific service area, provide a detailed narrative on how this service will address the five Core Services goals of:
 - a) Focus on the family strengths by directing intensive services that support and strengthen the family and protect the child:
 - b) Prevent out-of-home placement:
 - c) Return children in placement to their own home:
 - d) Unite children with their permanent families:
 - e) Provide services that protect the child:
4. Do you have experience working in the Child Welfare System, particularly with traumatized children and families? Please describe your agency's approach to trauma informed care within your practice.
5. Describe how you will be multi-culturally responsive and how you plan to provide services that meet the social, cultural and language needs of clients involved in the Child Welfare System.

C. Collaboration

Providing services for Child Welfare clients involves the ability to advocate and collaborate on behalf of the clients you serve and yourself. This includes collaboration with ACHSD, community-based organizations and other government entities.

1. How do you plan to coordinate services and reporting with Child Welfare Social Case Workers?
2. Will you provide other supportive services through collaborative agreements with other programs/providers? If so, define these services:
3. It is likely that you or your staff will be expected to testify on the witness stand during Court Hearings. Briefly describe your (their) experience and the qualifications that would qualify you as experts in child welfare or other fields.

D. Report and Accounting Systems

1. ACHSD requires monthly reports with specific information. Briefly describe your methodology and ability to track data and provide these reports on client progress.
2. Describe the accounting system you utilize to provide fiduciary accountability.



E. Target Population

1. Which, if any, Adams County area/neighborhoods do you see as your targeted clientele? None

F. Availability

Please indicate the hours your services can be provided:

- Monday - Friday 8:00 _____ a.m. to 5:00 _____ p.m.
- Evenings days M-F Hours 5:00-9:00
- Weekends days As needed Hours As needed
- Other: DAYS offers 24/7
crisis intervention
services to all
referred families

Can services be provided in the client's home? YES NO

Can you transport a client for services? YES NO

G. Services Outcomes

Please provide the following data for clients who have received your services:

1. Average length of stay in treatment: 4.5 months
2. How do you define "successful" treatment in your program? DAYS defines successful treatment in two ways: 1. Significant progress toward objectives and goals identified on the treatment plan and/or 2. Case closure (or impending case closure) with the department upon termination of services with DAYS.
3. What percentage of clients successfully discharged within the last 12 months from your program?
92%

H. Sustainability

1. ACHSD does not guarantee a specific number of case referrals and contracts may be terminated at any time. ACHSD values continuity and sustainability of care for clients involved in the child welfare system and desires providers who adopt sustainable business practices to promote fiscal and programmatic efficiencies. Do you receive referrals from other County Department of Human Services Agencies, Court, etc.? If so, please list:
 - a. Denver Department of Human Services
 - b. Arapahoe County Department of Social Services



- c. Adams County Human Services Department
 - d. Boulder County
 - e. Denver County Court
 - f. Division of Youth Corrections
 - g. Denver Probation
 - h. Denver District Attorney Juvenile Diversion
 - i. Denver County Office of Drug Strategy
-
-
-

2. Are you a Medicaid provider?

Yes

No

**Adams County Human Services Department: Core Services Application
Denver Area Youth Services (DAYS) 2013**

A. Agency Information

1. *Provide a brief summary of your agency, and/or organization including total staff size, number of years in operation, mission and history.*

For more than 30 years, Denver Area Youth Services (DAYS) has provided a range of culturally-sensitive prevention, treatment and aftercare programs targeting high-risk, low-income children, youth and families across the Denver Metropolitan area. Our mission is to provide a continuum of human services for children, youth and their families. Our current programming includes: residential treatment (foster and proctor care for children and adolescents, low-risk juvenile offenders and teen mothers); home-based services for children, youth and families involved in the child welfare system (family therapy, individual therapy, substance abuse treatment, and parenting classes); services for youth/families involved in the juvenile justice system (electronic home monitoring, substance abuse treatment, mentoring, community supervision, educational and employment services); outpatient substance abuse treatment programs designed to target specific at-risk populations, including Latino and African-American adults and youth, youth involved in the juvenile justice system, parents whose children have been removed from the home as a result of abuse and/or neglect, youth/families at-risk for substance abuse, pregnant teenagers, and mothers with dependent children; and sexual health programming for adolescents.

DAYS employs 17 full-time staff, five part-time staff, and three master's level unpaid interns; more than 30% of our staff has been with the agency for more than ten years. Our eight-member volunteer board of directors provides our organization with policy and financial oversight.

2. *Detail previous contracts with Adams County Human Services Department and/or other government agencies and describe your ability to effectively manage these programs.*

DAYS has extensive experience effectively implementing and managing contract-based programs for Adams County, the City and County of Denver, and other government agencies. Examples of our contract-based services include:

Description of Program/Services	Contracting Agency/Agencies	Timeframe
Home-based Services for Core Services	Denver Department of Human Services	2010 to present
Foster care for children and youth age 0 to 21	Denver DHS, Arapahoe County Dept. Social Services, and Adams County Human Services Department	1983 to Present
Proctor care for youth transitioning from youth corrections into community	Division of Youth Corrections	1985 to present
Alternatives to detention, community re-entry program for youth, truancy program (Senate Bill 94 services)	Juvenile Court, 17th Judicial District	1995 to present
Day treatment for youth age 16-21	Denver Public Schools and Colorado Department of Education	2000 to 2010

**Adams County Human Services Department: Core Services Application
Denver Area Youth Services (DAYS) 2013**

Substance abuse assessment and treatment for adults and youth	Medicaid, Access to Recovery, Denver Probation Department and TASC	1990 to present
Sexual Health Education for youth and their families.	State of Colorado: Colorado Department of Public Health and Environment	2006 to present
Diabetes/obesity prevention	State of Colorado Health Disparities	2007 to 2010
Parenting classes including Strengthening Families Program (SFP) and Parent Child Connectedness (PCC)	Denver Public Health, City of Denver: Department of Drug Strategy	SFP-1993 to present PCC- 2010 to present

DAYS' ability to effectively implement and manage these contract-funded programs is evidenced by the number of times these contracts have been renewed by the contracting entity. DAYS effectively manages over ten contracts and grant funded programs at any given time. The executive director and program directors collectively possess over 40 years of experience in program administration and financial management. For example, based on client outcomes and case manager satisfaction, our foster care programs were ranked second out of 27 private child placement agencies by the Denver Department of Human Services. The DAYS PATHS program (an alternative to detention program for Adams County) is the only contract that has been serviced through Senate Bill 94 since its inception. DAYS is still the sole provider for this contract.

B. Programs/Services to be provided, in the context of this RFA

1. In the specific service area your agency is proposing, what are the key concepts and strategies for program services to be provided?

DAYS proposes to offer home-based services to children and their families. Working cooperatively with families and keeping families together represents the foundation of our home-based services. Proposed home-based services will address the five Core Services goals. Through both the services our own agency offers and our established relationships with other community providers, DAYS will offer a continuum of home-based services. These services help strengthen the family and prevent out of home placement, or in cases where a child has already been removed, strengthen the family in order to hasten the safe return of the child.

DAYS' key concepts and strategies for home-based services, which are based in promoting and sustaining child safety and well-being include: 1) provide a continuum of services by providing both therapeutic help and environmental supports for the family; 2) strengthen parents' coping and adaptive capacities; 3) maintain accessibility through 24/7 availability and bi-lingual services; 4) work collaboratively with other community providers to ensure comprehensive and effective services (and reduce duplication of services); 5) offer aftercare services for ongoing support; and 6) maintain judicious budgeting, financial management and reporting. DAYS' therapeutic, crisis, concrete, and collateral services incorporate the aforementioned key concepts and strategies. DAYS is committed to protecting children, working with families, and respecting the process of change.

**Adams County Human Services Department: Core Services Application
Denver Area Youth Services (DAYS) 2013**

2. *Service area applying for:*

Home-Based Interventions

3. *In the specific area, provide detailed narrative on how this service will address the five Core Services goals.*

Proposed home-based services will address all Core Services goals. DAYS will offer a continuum of home-based services to help strengthen the family and prevent out of home placement, or in cases where a child has already been removed, strengthen the family in order to hasten the safe return of the child.

The continuum of home-based services include an individualized combination of therapeutic services, concrete services, collateral services, and crisis intervention directed to meet the needs of children and families in the home. It is the combination of said services that allows DAYS staff and referred families to meet the 5 Core Services goals. The home-based therapist (Master's Level Clinician) will provide the services identified below in the family's home. Please know that the description that follows the specific service type is not exhaustive, but rather a glimpse of the available interventions.

1. DAYS' therapeutic services - individual; interactive family; supportive; psycho-educational, including communication skill building; problem-solving; parent-child conflict management, and substance abuse. DAYS' therapeutic services focus on family strengths and protective capacities and thus, support and strengthen the family.
2. DAYS' concrete services - parenting; stress reduction; problem-solving; communication; budget and household management and recreational skill development and enhancement. DAYS' concrete services are instrumental in preventing out-of-home placement by supporting higher levels of family functioning and cohesion. This in turn supports family connectedness.
3. DAYS' collateral services - health care; mental health; substance abuse treatment; job training; housing assistance; advocacy; information and referral; and school system negotiation. DAYS' home-based team has the ability to refer home-based clients to DAYS own support groups or educational groups and to other DAYS' staff for specialized mental health and substance abuse treatment and/or to other service providers. DAYS collateral services are instrumental in preparing families to successfully negotiate returning children to the home, as is teaches families how to work with community partners in meeting child and family needs in effort to safeguard against future issues. (Further detail on additional DAYS services is available in question C-2 - supportive services.)
4. DAYS' crisis intervention services - directive and supportive phone or in-home counseling on a 24-hour basis. We provide a crisis intervention via phone 24/7 for all clients.

To determine the most appropriate combination of services for each child and family, DAYS home-based staff will work collaboratively with the client(s) to assess family functioning (psychosocial assessment) and to develop a treatment plan that includes clinical issues specific to the assessment and contracted services, but also addresses child protection and/or delinquency concerns. Again, to work with the family on issues identified in their treatment plan, services provided will include a combination of

**Adams County Human Services Department: Core Services Application
Denver Area Youth Services (DAYS) 2013**

therapeutic, collateral, concrete, and crisis services when needed. DAYS' home-based staff will reach out to the client's extended family members, whenever possible, in order to address underlying family dynamics that are undermining or supporting treatment. This is done in an effort to help build and maintain a healthy support system for the client.

To assess the efficacy of services, the therapist and family will review treatment goals and objectives every 30 days to monitor progress towards meeting target goals and modify the treatment plan as needed. The home-based therapist will be responsible for preparing monthly progress reports for the county, progress reports as requested by the court, and participating in ACHSD Team Decision Meetings and Administrative Review Conferences. We anticipate that most referred families will initially need an average of 4 to 6 hours per week in services related to their treatment plan. These services may include participation in individual and family therapy, group therapy, substance abuse treatment, parenting skills training, case management, etc. We anticipate that a family's level of need will decrease as underlying needs are addressed and family strengths are built upon. Given these assumptions, DAYS anticipates most families will require a moderate level of care. DAYS charges \$1,400 per month for moderate level services defined as: 4 to 6 hours of service per week. A minimum of 85% of the designated time will be spent with the client and family working on treatment plan issues. The remaining 15% is devoted to court activities/requests; Team Decision Meetings; Administrative Review Conferences; report writing; documentation; phone calls, etc. Services through DAYS are also available at lower and higher service levels based on identified need.

To ensure quality service delivery, home-based staff will meet weekly as a group to review techniques, skills and/or to review individual cases under the supervision of the program director, who is the clinical supervisor. In addition, the program director will meet individually with home-based staff weekly to provide ongoing clinical supervision - feedback on skills and technique. The program director will directly observe at least one individual and/or one group counseling session conducted by each therapist quarterly. Further, the program director will meet with staff weekly to manage all day-to-day work and review charts.

4. *Do you have experience working in the child welfare system, particularly with traumatized children and families? Please describe your agency's approach to trauma informed care within your practice.*

DAYS possesses over 30 years of experience working in the child welfare system. DAYS' services for families involved in the child welfare system include individual and family therapy, parenting skills classes, substance abuse treatment, home-based services, and foster and proctor care. DAYS staff are well versed in assisting families and children with issues related to child maltreatment, separation and loss, poverty, parenting, substance abuse, mental illness, and domestic violence. DAYS staff possess a working understanding of the following: providing services to assist families to safely care for their children, promoting child well-being and family stability, and recommending permanent family living arrangements. DAYS staff possess broad and extensive experience in the child welfare system:

- The executive director possesses a master's degree in social work with a specialization in child welfare and a master's degree in business administration. She has over 20 years of experience including community based services; child protective services; early childhood development;

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home-based services; and non-profit leadership. The executive director is responsible for contract administration and oversight.

- The program director possesses a master's degree in social work and is a licensed clinical social worker. She also possesses a master's degree in business administration. She is bi-lingual-French/English and has 12 years of experience in home-based services working with families affected by abuse and neglect; crisis intervention services; individual and family therapy; trauma focused services; substance abuse treatment; parent-child interactional therapy; parenting skills; and Seeking Safety. The program director is responsible for clinical supervision and general program oversight.
- The therapist 3 possesses a master's degree in social work and is a licensed clinical social worker and certified addictions counselor II. She is bi-lingual-Spanish/English and has 6 years of experience in home-based services working with families affected by abuse and neglect; individual, family, and group therapy; school-based services; domestic violence services; substance abuse treatment; and parenting skills.
- The therapist 2 possesses a master's degree in social work and is a licensed social worker. She is bi-lingual-Spanish/English and has 4 years of experience in home-based services working with families affected by abuse and neglect; individual, family, and group therapy; school-based services; domestic violence services; substance abuse treatment; trauma focused CBT; community mental health; and parenting skills.
- The therapist 1 possesses a master's degree in social work and is a licensed social worker. She has 2 years of experience in home-based services working with families affected by abuse and neglect; individual, family, and group therapy; school-based services; substance abuse treatment; and parenting skills.
- The case manager is a certified addictions counselor III. She has 7 years of experience in home-based services; school-based services; domestic violence services; substance abuse treatment; Seeking Safety; Adolescent Community Reinforcement Approach; and parenting skills.

All therapists are responsible for direct service and monthly reporting, including assessments, treatment plans, discharge summaries and any court appearances.

Every part of DAYS- from the organization as a whole to management to service delivery- is committed to trauma-informed care. DAYS clients have survived a multitude of traumas: domestic violence, physical abuse, sexual abuse, neglect, and other trauma-inducing experiences. They frequently come to us with co-occurring mental health and substance abuse issues, as well as contact with the criminal justice system. DAYS staff work diligently to understand how trauma affects the lives of the individuals and families seeking services. DAYS' trauma-informed care is based on an understanding of the vulnerabilities or triggers of trauma survivors that traditional service delivery approaches may exacerbate. DAYS' trauma-informed care is highly supportive and thus, avoids re-traumatization.

DAYS staff use trauma-specific interventions that are designed specifically to address the consequences of trauma in the individual and family in effort to facilitate healing. Healing, as it relates to home-based services, can be concretized as keeping children and families together (whenever appropriate and

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possible), by serving children who are at risk for out of home placement in the home. DAYS trauma-specific interventions recognize the following:

- The survivor's need to be respected, informed, connected, and hopeful regarding their own recovery.
- The interrelation between trauma and symptoms of trauma (e.g. substance abuse, eating disorders, depression, and anxiety).
- The need to work in a collaborative way with survivors, family and friends of the survivor, and other human services agencies in a manner that will empower survivors and consumers

An example of a trauma-specific intervention that DAYS staff utilize is Seeking Safety. Seeking Safety is an intervention based upon psychosocial educational empowerment principles that have been used extensively by DAYS staff. It is designed as a therapeutic intervention for trauma, post-traumatic stress disorder (PTSD), and substance abuse. The key principles of Seeking Safety are safety as the overarching goal, integrated treatment, a focus on ideals to counteract the loss of ideals in both PTSD and substance abuse, knowledge of four content areas (cognitive, behavioral, interpersonal, and case management), and attention to clinical/interpersonal processes.

5. *Describe how you will be multi-culturally responsive and how you plan to provide services that meet the social, cultural, and language needs of clients involved in the Child Welfare System.*

DAYS staff is multicultural and is able to respond appropriately and effectively to the social, cultural, and language needs of clients involved in the Child Welfare System. DAYS staff come from diverse cultural backgrounds including Latino, Asian-American, African-American, Caucasian, and American Indian. Over 35% of DAYS full-time staff are bilingual. Staff represent a broad range of religious backgrounds including Catholic, Buddhist, Jewish, and non-religious affiliations. Many of the DAYS staff grew up in Colorado, including Denver and the surrounding areas. Moreover, DAYS staff are married, single, and in committed relationships and also represent heterosexual and LGBT sexual orientation. In addition, DAYS staff are required to complete 20 hours of relevant training each year, including cultural competency training. DAYS has a large, multicultural staff and therefore, a wide range of cultural expertise to offer clients. Moreover, working with diverse populations has allowed DAYS staff to become increasingly familiar with multicultural needs.

A specific population with which DAYS staff has well-established history is the Latino community, (though, please note that DAYS staff experience is not limited to the Latino population). DAYS built its reputation as one of a handful of community-based organizations in Denver in the early 1980s that was Latino-led and operated, a heritage that continues to provide the agency with credibility that other health and human services agencies do not possess. DAYS has long history of providing culturally relevant programming. The majority of DAYS programming is designed and implemented for under-served and vulnerable populations including low-income and Latino populations.

DAYS is able to accommodate the social, cultural, and language needs of its clients. All program materials (surveys, handouts, videos, curriculums) are available in both English and Spanish and are an

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accurate representation of the original material. DAYS services are accessible and written and presented in way that is appropriate for the reading comprehension level of the client.

C. Collaboration

1. How do you plan to coordinate services and reporting with Child Welfare Social Case Workers?

DAYS staff plan to coordinate services and reporting with Adams County Human Services Department-ACHSD and its social case workers. First, as a core services provider, DAYS staff will respond to ACHSD child welfare referrals in a timely manner by attempting to contact the potential client within one (1) business day of receipt of the service authorization. Whether the client is reached or cannot be reached within that period, DAYS staff will contact the referring party and provide an update. If needed, DAYS staff will request guidance on how to make contact with the client. The program director is responsible for insuring that all referred families are contacted within 24-hours of the referral to schedule an initial, in-home meeting. Second, DAYS staff will work collaboratively with the client(s) to assess family functioning and to develop a treatment plan that includes clinical issues specific to the assessment and contracted services, but also addresses child protection and or delinquency concerns. Included in this will be the signing of a release of information that gives DAYS the legal authority to share information gleaned from home-based services with the case worker in an effort to ensure continuity of care. Please know that the background information received from the referring caseworker and information obtained through the assessment process form the basis of the recommendations included in the monthly reports. Third, DAYS staff will maintain ongoing and timely communication with the social case worker. Ongoing and timely communication is imperative to treatment success. Communication can take the form of court activities, Team Decision Meetings, Administrative Review Conference, report writing, documentation, and phone calls. Communication topics include, but not limited to, the following: sustained break in treatment; new reports of child abuse and/or neglect; positive UAs or BAs; changes in medication; and therapeutic successes that promote child well- being.

2. Will you provide other supportive services through collaborative agreements with other programs/providers? If so, define these services.

DAYS offers a range of supportive services which enhances our ability to provide continuity of care. Our in-house services/programs include: separate, specialized parenting skills training groups focusing on the needs of teen parents, substance-using parents, and parents of adolescents (Strengthening Families Program and Parent-Child Connectedness); substance abuse treatment for youth and adults; domestic violence intervention; DUI classes; specialized services for pregnant teens; gang intervention; specialized services for trauma victims; and specialized services for youth with behavioral issues; and individual mental health services.

In an effort to optimize participation and program effectiveness, DAYS offers additional support services that reduce the barriers which result in attrition. Oftentimes it is these ancillary services that lead to success for an individual or family.

The objectives for support services include:

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- Provide programming in Spanish and English.
- Provide 24/7 on-call, crisis management services.
- Offer community-based programming within the community, including at local churches, community centers, and in-home.
- Offer childcare for onsite programming.
- Offer meals and/or snacks for parenting classes and trainings.
- Offer bus passes and/or tokens for clients.
- Teach participants to navigate the available public transportation system - mapping out routes and initially accompanying clients who need assistance.
- Offer small stipends to incent families to engage in parenting classes and to ease financial stressors.
- Provide housing assistance, including furniture, clothing, energy assistance, and security deposits.
- Provide advocacy for individuals navigating the federal assistance, legal, health care, and education systems.

3. *It is likely that you or your staff will be expected to testify on the witness stand during Court Hearings. Briefly describe your (their) experience and the qualifications that would qualify you as experts in child welfare or other fields.*

DAYS staff are qualified as experts due to their knowledge, skill, experience, training, and education. Further, DAYS staff are experienced at testifying on the witness stand during court hearings for children and families involved in the child welfare system. DAYS staff are comfortable in the role of expert when testifying. They are able to give their opinion, based on clinical observations and client report from counseling with children and families, on child welfare as it relates to dependency and neglect. DAYS staff are able to speak to the quality of the caregiver-child relationship by observing the physical and verbal interactions between the caregiver and child. Clinical observation informs DAYS staff's clinical impressions of the quality of the following: interaction, connectedness, attachment, parental attentiveness, parental behavior management, and parental functioning. When testifying, DAYS staff are able to stay calm and focused, answer questions directly, give supporting clinical data to support their opinion, and are able to say "I do not know" or "I do not remember" when applicable. Concise and accurate clinical records support DAYS home-based staff when testifying.

D. Report and Accounting Systems

1. *ACHSD requires monthly reports with specific information. Briefly describe your methodology and ability to track data and provide these reports on client progress.*

ACHSD's requirement of monthly reports and data collection are fundamental to DAYS's services, as they are critical components of quality care and collaboration. DAYS requires the following of its home-based staff: Assessment, Treatment Plan, and Monthly Report, including the updated treatment plan and summary of progress.

DAYS staff will conduct a comprehensive biopsychosocial assessment of each individual family member and the family as a whole. The background information received from the referring caseworker will form

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the basis of the assessment. This, in conjunction with the information obtained through the DAYS assessment process, will be used in the final assessment. The assessment identifies domains critical to family well-being, including: presenting problem, education, employment, income, living situation, family history, access to health care, housing, parenting skills, childcare, food, legal, mental health, substance use, trauma history, mini mental status, psychiatric history, and support network. The assessment is designed to help the therapist and family identify the main area(s) causing the family the greatest concern. Through the assessment process, the therapist and family are able to create a useful treatment plan.

DAYS home-based staff, with the family, prepares a written treatment plan upon completion of the assessment. The treatment plan includes goals and objectives related to the following 5 domains: 1. Environment, 2. Parent Capabilities, 3. Family Interaction, 4. Family Safety, and 5. Child Well-Being. County input is critical to the treatment planning process, as it includes clinical issues specific to the assessment, but also the contracted services with an emphasis on child protection and/or delinquency concerns. The treatment plan forms the basis of the monthly report.

The monthly report, which includes a treatment plan and a detailed narrative of progress, reflects the overall impact of the home based services - therapeutic, concrete, collateral, and crisis. The impact of each home-based encounter, which is documented daily (clinical notes are written and thus, document every contact with client and/or service provider), form the basis of the monthly reports. The monthly report includes identified treatment goals and objectives and progress as it relates to objective and goal attainment. The detailed narrative includes the following: specific interventions (outlines the strategies/services offered to the family meet their goals); safety concerns (when applicable - new reports of child abuse and/or neglect and other safety concerns - and/or details on resolution); significant events (changes - sustained break in treatment, positive UAs or BAs; changes in medication, and therapeutic successes that promote child well-being /improvements needed); recommendations (prioritization of needed services that are most critical to the safety of the child, including barriers to progress), and anticipated date of closure. As a whole, the monthly report speaks to the family's overall level of functioning and establishes an anticipated timeline for reducing this level of need. Further, it summarizes dates/type of face-to-face meetings with family members and dates/types of phone contacts. The program director reviews the assessments, treatment plans, and monthly reports by the 3rd day of the month after services were provided. The program director will ensure that the monthly reports are submitted to ACHSD on or before the specified due date.

The program director trains home-based staff in the use of standard protocols for maintaining accurate case records for each family. Case records for each family will be maintained by DAYS to back up the information contained in the monthly reports to ACHSD. As part of the weekly team meetings, the program director will review case records to both monitor the progress being made by each family and to insure that all case records are maintained appropriately and accurately.

The program director is responsible for maintaining a database that includes: the name of the child, the case name on the authorization form, TRAILS case ID number, service start date, child's residence at

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time services begin (home, foster care, kinship placement, etc.), service end date, reason for discharge, and child's residence at discharge.

3. Describe the accounting system you utilize to provide fiduciary accountability.

DAYS follows GAAP and uses Quickbooks software. DAYS completes a monthly financial report and presents it to its board of directors on a monthly basis. The executive director is responsible for organizational budgeting and financial oversight. The administrative services manager is responsible for monthly bank reconciliation and payroll. The accounting generalist is responsible for payables and receivables. DAYS complies with all state accounting, record keeping, fiscal safeguards and accountability procedure standards. DAYS undergoes an annual financial audit conducted by an independent accounting firm following standard accounting practices. Copies of the audits are available by request. The audit is annually reviewed and approved by the board of directors. DAYS files a 990 annually that is also available for review.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/02/2013

PRODUCER
1-303-793-3388
Associates Insurance Group
8400 E. Prentice Avenue
Suite 300
Greenwood Village, CO 80111
Justin Cowan

INSURED
Denver Area Youth Services
1530 W. 13th Ave.
Denver, CO 80204

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: PHILADELPHIA IND INS CO	18058
INSURER B: PINNACOL ASSUR	41190
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK926182	10/22/12	10/22/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK926182	10/22/12	10/22/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	PHUB397813	10/22/12	10/22/13	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	4052906	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A		OTHER	PHPK926182	10/22/12	10/22/13	Employee Theft 50,000
A			PHPK926182	10/22/12	10/22/13	Aggregate Limit 100,000
A			PHPK926182	10/22/12	10/22/13	Forgery/Alteration 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION *Except 10 day notice for non-payment

Adams County
Liz Estrada
4430 South Adams County Parkway
Brighton, CO 80601

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

