

**Dunebrook
RFP Region 2**

ASSURANCES

1. The Subgrantee agrees that funds requested for this program are unavailable through existing funds. The funds requested will not supplant or replace already existing funds but will be used to expand the range of services or client population.
2. The Subgrantee agrees to meet all evaluation and reporting requirements such as monthly updates, quarterly reports, and court reports as requested by DUNEBROOK, Inc.
3. The Subgrantee agrees to conform to Title VI of the Federal Civil Rights Act of 1964, as amended, and to Indiana Code 22-9-1-10, as amended, and thus assures non-discrimination in practices concerned with staff recruitment as well as in the provision of services.
4. The Subgrantee agrees to upgrade and maintain cultural knowledge base of staff regarding issues of diversity and cultural competence, particularly with primary populations being served.
5. The Subgrantee agrees that income (i.e. client fees, insurance, other public funds) generated by the program must be used to reduce the costs of the program to regional funding sources (Title IV-B & II, SSBG, CFCIP or state and/or local funds). If the Subgrantee accepts Medicaid for payment of the unit, DUNEBROOK will not be billed for any part of that unit.
6. The Subgrantee agrees that the service for which the proposal is being written may require the appearance of the Subgrantee in court or appeals hearings. As part of its services, Subgrantee shall:
 - a. Require appearance of its employees in court as required by DUNEBROOK.
 - b. Immediately contact DUNEBROOK. regarding subpoenas/correspondence received, including notification of any correspondence addressed to a former employee.
 - c. Provide contact information for former employees, if available.
 - d. Provide a substitute witness for any former employee as requested by DUNEBROOK.
 - e. Copy and provide records and documentation in a timely fashion.
 - f. Arrange for documentation of chain of custody on tests administered to clients as part of Subgrantee's services, if requested by DUNEBROOK, Inc.

7. The Subgrantee and all staff will meet the qualifications listed on the Service Standard as provided. Failure to meet qualifications could mean disqualification for payment of services rendered; therefore the grantee could have to make repayment for claims already paid. (If qualification waivers were granted during the term 7-1-06 to 12-31-07, the waiver will be honored as long as the person waived continues to work for the Subgrantee who sought the waiver). Services will be conducted in a culturally competent manner that include language and behavior that demonstrates respect for socio-cultural values, personal goals, life style choices, and complex family interactions.
8. The Subgrantee agrees to maintain all case records indicating time spent with the clients.
9. The Subgrantee agrees to provide and maintain a drug free workplace as required by federal law (Drug Free Workplace Act of 1988-45 CFR, Part 76 subpart F). The Subgrantee agrees to sign the "STATE OF INDIANA DRUG FREE WORKPLACE CERTIFICATION".
10. The Subgrantee agrees that he/she is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in its transactions with any Federal agency or department. The Subgrantee agrees to sign the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary".
11. The Subgrantee agrees that funds provided under this award may not be used by the Subgrantee to support lobbying activities are to influence proposed or pending Federal or State legislation or appropriations.
12. The Subgrantee agrees that in accordance with Part C of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts.
13. The Subgrantee agrees that services provided with funding obtained through the Subgrantee Agreement shall be non-sectarian in nature and that religious activities shall not be included in any activities to be conducted hereunder. Subgrantee agrees that, if it otherwise conducts religious activities as part of its organization, any inherently religious activities must be offered separately, in time or location, from the programs or services funded with direct federal financial assistance and participation must be voluntary for beneficiaries of the programs or services funded with such assistance.

14. Subgrantee certifies that the funding provided by DUNEBROOK through the Subgrantee Agreement shall not be used to further any type of political or voter activity.
15. The Subgrantee agrees that the undersigned attests that he or she has not directly or indirectly, to the best of his or her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears on the face of the agreement. The Subgrantee agrees to sign the "Non-Collusion Affidavit."
16. The Subgrantee agrees to register its business with the Secretary of State if awarded the contract, the Subgrantee agrees that its business will be required to be registered, and being good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies.
17. The Subgrantee agrees that the personnel signing the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority.
18. The Subgrantee agrees to take responsibility for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any Subgrantee Agreements entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in DUNEBROOK's evaluation. The Respondent must furnish information to DUNEBROOK as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by DUNEBROOK. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate DUNEBROOK officials, and such relationships must meet with the approval of DUNEBROOK. The

Respondent must list any subcontractor's name, address, and the state in which formed that are proposed to be used in providing the required services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal.

I have read and I agree to comply with the above statements.

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____