

**DEPARTMENT OF CHILD SERVICES (DCS)**  
**PROPOSAL FOR THE USE OF FEDERAL AND STATE FUNDS**  
**Assurances**  
**Attachment L**

1. The provider 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 provider agrees to meet all evaluation and reporting requirements such as monthly updates, quarterly reports, and court reports as requested by the Department of Child Services.
3. The provider 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 without distinction as to color, race, religion, sex, handicap, ancestry.
4. The provider 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 provider 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 I & II, SSBG, CFCIP or state and/or local funds). If the provider accepts Medicaid for payment of the unit, Title IV-B will not be billed for any part of that unit.
6. The provider agrees that if a regional funding source is paying for a group service by paying a group rate and non-DCS clients are members of the group and the non-DCS members are charged a fee, the sum of the fees collected shall be deducted from the approved group rate when processing the claim for regional funded services.
7. The provider agrees that the service for which the proposal is being written may require the appearance of the provider in court or appeals hearings. As part of its services, provider shall:
  - a. Require appearance of its employees in court as required by DCS
  - b. Immediately contact DCS 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 DCS
  - e. Timely copy and provide records and documentation
  - f. Arrange for documentation of chain of custody on tests administered to clients as part of provider's services, if requested by DCS.
8. The provider 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 12-331-09, the waiver will be honored as long as the person waived continues to work for the provider who sought the waiver.) Services will be conducted in a culturally competent that include language and behavior that demonstrates respect for socio-cultural values, personal goals, life style choices, and complex family interactions.
9. The provider agrees that any agency treatment activity, therapy and service plan for a specific client or family will be compatible and consistent with the plan of case for the client/family that is on file with the Department of Child Services.
10. The provider agrees to maintain all case records indicating time spent with the clients, documents provided to the referring Department of Child Services and referral forms that authorize services.
11. The provider agrees that the overall service coordination or case management is the responsibility of the Department of Child Services and that DCS case plans are ultimate authority that controls the services clients receive.
12. The provider 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 provider agrees to sign the "STATE OF INDIANA DRUG FREE WORKPLACE CERTIFICATION".

13. The provider 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 provider agrees to sign the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
14. The provider agrees that funds provided under this award may not be used by the provider to support lobbying activities are to influence proposed or pending Federal or State legislation or appropriations.
15. The provider 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.
16. The provider agrees that direct Federal grants, sub-awards, or contracts under this program shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program.
17. The provider 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 provider agrees to sign the "Non-Collusion Affidavit."
18. The provider agrees to sign a state contract for the provision of proposed and approved service(s).
19. The provider agrees to register to business with the Secretary of State
20. If awarded the contract, the provider agrees that Agency will be required to be registered, and be in 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.
21. The provider 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.
  - a. The provider 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.
  - b. Any subcontracts 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.
  - c. The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.
  - d. 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. The Respondent must indicate which, if any, subcontractors qualify as a Minority or Women Owned Business under IC 4-13-16.5-1.
22. The provider agrees that they and any or all the sub-contractors shall meet the qualifications of the service standards or have received a waiver prior to 12/31/09 from the State DCS staff. It is ultimately the responsibility

of the respondent to assure staff and sub-contractors meet the qualification listed in the service standard. In case of an audit the respondent could be in a pay back situation if service standards are not met.

23. The provider agrees to provide evidence that staff who works directly with DCS clients have received training on domestic violence, substance abuse and staff safety within the last 2 years.
24. In order to improve outcomes for LGBTQ youth, service providers will provide a culturally competent, safe, and supportive environment for all youth regardless of sexual orientation. All staff must be sensitive to the sexual and/or gender orientation of the family members, including lesbian, gay, bisexual, transgender or questioning (LGBTQ) children/youth. Services to youth who identify as LGBTQ must also be provided in accordance with the principles in the Indiana LGBTQ Practice Guidebook. Staff will use neutral language, facilitate a trust based environment for disclosure, and will maintain appropriate confidentiality for LGBTQ youth.
  - a. The LGBTQ Practice Guidebook and LGBTQ Computer Assisted Training (CAT) are both available online.
  - b. All DCS child welfare service agencies are required to have all of their new staff understand the information in the LGBTQ Practice Guidebook within 30 days of start date. New The Guidebook is located at: <http://www.in.gov/dcs/files/LGBTQPracticeGuidebookFinalforOnlineViewing.pdf>
  - c. All DCS child welfare service agencies are required to have all of their new staff complete the LGBTQ Computer Assisted Training (CAT) within 30 days of start date. The training is located at: <http://childwelfare.iu.edu/cat/DCS09030/>

**Signature of the Certification Statement as part of the request for funds - proposal signifies agreement to comply with the above statements.**