

**PLEASE SIGN THIS AND SUBMIT WITH THE PROPOSAL**

**ASSURANCES**

The bidder represents and certifies as a part of this offer that:

The bidder will maintain records, documents, and other required evidence to adequately reflect the service under contract.

The bidder agrees to maintain or to make available at a location within the State, such records as are necessary or deemed necessary by the Department to fully disclose and substantiate the nature and extent of items and services rendered to the Department clients, including all records necessary to verify the usual and customary charges for such items and services. Bidders that show cause may be exempted from maintaining records or from making such records available within the State.

The bidder understands that all records shall be made available at once and without notice to authorized federal and state representatives, including but not limited to Delaware's Medicaid Fraud Control Unit, for the purpose of conducting audits to substantiate claims, costs, etc., and to determine compliance with federal and state regulations and statutes.

The bidder will maintain accurate accounts, books, documents, and other evidentiary, accounting, and fiscal records in accordance with established methods of accounting.

If the resulting contract with the bidder is terminated, the bidder's records shall remain subject to the Department's regulations.

The bidder will physically secure and safeguard all sensitive and confidential information related to the service given. This includes service activities and case record materials.

The bidder shall comply with the requirements for client confidentiality in accordance with 42 U.S.C. 290 and/or 290 dd-2.

The bidder will cooperate with designated program monitors, consultants, or auditors from the Department of Services for Children, Youth and Their Families in connection with reviewing the services offered under contract.

The bidder will comply with all applicable State and Federal licensing, certification, and accreditation standards, including the Department's Operating Guidelines for Direct Service Providers, and it will submit documentation of annual renewals of applicable licenses/certifications at whatever point they are renewed during the contract year.

The bidder will not let subcontracts without prior approval from the contracting Division.

The bidder will attempt to obtain all supplies and materials at the lowest practicable cost and to contain its total cost where possible by competitive bidding whenever feasible.

The bidder will, upon signature of the contract, provide written assurance to the Department from its corporate counsel that the bidder is qualified to do business in Delaware.

The bidder agrees to comply with all requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Federal Equal Employment Opportunity and Non-Discrimination

regulations, and any other federal, state, or local anti-discriminatory act, law, statute, regulation, or policy along with all amendments and revisions of these laws, in the performance of the contract. It will not discriminate against representative of the bidder or service recipient because of race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, handicap, national origin or any other discriminatory basis or criteria.

The bidder shall comply with the Uniform Alcoholism and Intoxication Treatment Act (16 Del.C., Chapter 22 as amended; Licensing of Drug Abuse Prevention, Control, Treatment, and Education Programs (16 Del.C., Chapter 48 as amended); Drug Free Work Place Act of 1988.

The bidder shall comply, when applicable, with the Methadone Regulations (21 CFR, Part III), which prohibit use of methadone for children and youth.

The bidder will establish a system through which clients receiving the service under contract may present grievances. Clients will be advised of their appeal rights by the bidder.

The bidder agrees that it is operating as an independent contractor and as such, it agrees to save and hold harmless the State from any liability which may arise as a result of the bidder's negligence.

The bidder will abide by the policies and procedures of the Department and will comply with all of the terms, conditions, and requirements as set forth in the resulting contract. The bidder understands that failure to comply with any of the terms, conditions, and provisions of the contract may result in delay, reduction, or denial of payment or in sanctions against the organization. The organization also understands that penalties may be imposed for failure to observe the terms of Section 1909, Title XIX of the Social Security Act.

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Name of Organization's Authorized Administrator

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Signature of Authorized Administrator

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Date

**PLEASE SIGN THIS FORM AND SUBMIT WITH THE PROPOSAL**  
**CERTIFICATION, REPRESENTATION, AND ACKNOWLEDGEMENTS**

By signing below, bidder certifies that:

- They are an established vendor in the services being procured
- They have the ability to fulfill all requirements specified for development within this RFP
- They have neither directly nor indirectly entered into an agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this proposal
- They are accurately representing their type of business and affiliations
- They are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency

The following conditions are understood and agreed to:

- No charges, other than those negotiated into a final contract are to be levied upon the State as a result of a contract.
- The State will have exclusive ownership of all products of the resulting contract unless mutually agreed to in writing at the time a binding contract is executed.

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Name of Organization's Authorized Administrator

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Signature of Authorized Administrator

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Date