

## REQUEST FOR APPLICATION

TITLE: DHHS Computer Assisted Notetaking (CAN) Services Vendor List

FOR AGENCY USE: All Divisions/Offices/Institutions under DHHS

ISSUE DATE: June 15, 2011

**SEND ALL APPLICATIONS AND INQUIRIES CONCERNING THIS RFA TO:**  
**Division of Services for the Deaf and the Hard of Hearing**  
**Attn: CANSVL Contract Administrator**  
**2301 Mail Service Center**  
**Raleigh, NC 27699-2301**  
**Phone: (919) 874-2222 V**  
**Email: [Pat.Stivland@dhhs.nc.gov](mailto:Pat.Stivland@dhhs.nc.gov)**

Applications are accepted on an on-going basis, subject to the conditions described in the application process. Current CANSVL vendors (companies) may renew by submitting an updated Application Execution Page with an updated W-9 form and updated business licensed if renewed by June 15, 2011 in order to begin work effective July 1, 2011. Those applying for the first time must complete application paperwork. Vendors whose applications are submitted after June 15, 2011, must wait to receive a confirmation letter from the Contract Administrator that will indicate their effective date of inclusion into the list.

Written questions concerning the specifications in this Request for Application are to be forwarded via email to [Pat.Stivland@dhhs.nc.gov](mailto:Pat.Stivland@dhhs.nc.gov) no later than **June 24, 2011**. A summary of all questions and answers in the form of an addendum will be mailed or e-mailed to you within a week.

### I. INTRODUCTION

The objective of this Request for Application (RFA) is to create an on-going list of qualified companies that the Department of Health and Human Services (DHHS) staff can use when obtaining Computer Assisted Note taking (CAN) services. This vendor list will be used by all employees of DHHS Divisions, Institutions and Offices to secure CAN services to facilitate communication access needs for both staff and consumers on an as needed basis.

A person who is hard of hearing often faces challenges in being able to follow verbal communication. Hard of Hearing people may isolate themselves from society due to lack of communication and frustration in dealing with people who do not understand their communication needs. The Department discovered an essential service to meet the communication access needs of consumers and staff who are Hard of Hearing. That service is Computer Assisted Notetaking (CAN).

CAN services uses a computer to capture the essence of a speaker's comments and displays them on a screen as rapidly as possible. It is beneficial to a mixed group of people who are deaf and hearing. The measurable results come from notes that are projected visually to illustrate what is being said during meetings that may involve the public. Hard of Hearing people may miss information that is verbal even with assistive listening devices. CAN Services helps to ensure equal access to verbal communication by allowing full participation in meetings and activities by Hard of Hearing participants.

DHHS and its Divisions and Offices have a continual need to provide reasonable accommodations to its staff, clients and consumers in compliance with the Communication Accessibility Provision and the American with Disabilities Act. By offering computer assisted note-taking (CAN) services in addition to other ways of facilitating communication such as Sign Language Interpreter Services, it helps to achieve functional equivalency. All parties using this service will rightfully and equally obtain and share information, better express ideas, issues, and concerns without the constraints of communication/language barriers. This promotes a positive environment in the care, concern and wellbeing of all DHHS clients, consumers and staff.

This list is designed to:

- Provide a vendor list of qualified companies that can provide statewide computer assisted notetaking (CAN) services to all of DHHS as needed.

- Establish standards including rate of pay for companies wishing to be on this list to provide CAN Services.

Each DHHS Division and Office can utilize the CAN list to easily identify and secure qualified CAN services for meetings, staffing, client needs, trainings, and community forums, public hearings and other Division or Office events, in the shortest amount of time possible at a standard hourly rate.

## II. BACKGROUND

DHHS is the largest agency in North Carolina state government, responsible for ensuring the health, safety and well being of all North Carolinians. DHHS is divided into twenty-eight divisions and offices. The mission of DHHS is to provide efficient services that enhance the quality of life of North Carolina individuals and families providing opportunities for healthier and safer lives, resulting ultimately in the achievement of economic and personal independence.

DHHS serves approximately seven million North Carolinians and provides human services for exceptional populations such as individuals who are mentally ill, deaf, blind and developmentally disabled. Divisions under DHHS provide specialized services to help meet the needs of these diversified groups.

Data from the United States Census Bureau and the National Center for Health Statistics estimates approximately one million people in North Carolina have a hearing loss. These individuals are often times customers, clients and staff of DHHS its Divisions and Offices.

Services provided by DHHS and its Divisions and Offices are mandated by State and Federal laws (i.e. American with Disabilities Act, <http://www.ada.gov/>), as well as DHHS Policy (Communication Accessibility Provision see [http://info.dhhs.state.nc.us/olm/manuals/dhs/pol-30/man/Communication\\_Accessibility\\_Provision1.htm](http://info.dhhs.state.nc.us/olm/manuals/dhs/pol-30/man/Communication_Accessibility_Provision1.htm)) to provide reasonable accommodations and equal communication access for any consumers, clients and staff who may be deaf, hard of hearing, late deafened or deaf-blind. Reasonable accommodations include, but are not limited to; **Computer Assisted Notetaking Services**, Sign Language Interpreter Services or the provision of Assistive Listening Devices.

The CAN Services Vendor List (CANSVL) will allow all Divisions, Institutions, and Offices under DHHS an efficient way to contact pre-qualified companies that offer CAN services. The companies, on this list, would have pre-agreed and understand the Scope of Services, including reimbursement and cancellation policies that should ensure equal and effective communication and services between all involved parties.

## III. EFFECTIVE PERIOD

This vendor list shall be administered on an on-going basis with an annual RFA notification issued prior to the start of a new fiscal year (July). Applicants will receive a letter of confirmation of their inclusion on the list as their applications are reviewed and accepted. All accepted vendors will be required to renew their interest and acknowledgement of terms by June 15 of the current fiscal year by reviewing the most current RFA terms. They are to submit an updated Application Execution Page, an updated W-9 form and copy of business license to be on the list the first day of the fiscal year. Applications submitted after June 15 must wait to receive a confirmation letter from the Contract Administrator that will indicate their effective date of inclusion into the list.

## IV. SCOPE OF SERVICES

### A. The Company, if placed on the list, will:

1. Assist in making DHHS Division's and Office's activities, programs, services, meetings, trainings, community forums, public hearings and other events accessible for a mixed group of people (i.e. deaf, deaf-blind, hard of hearing, late-deafened and hearing);
2. Employ and assign experienced and qualified CAN Notetakers to all assignments related to this contract.
3. Obtain pertinent information for each assignment such as listed below:

- a. Name of DHHS employee requesting services, name of DHHS division, office or institution and contact information including phone number;
  - b. Type of assignment, meeting (small meeting, large training, mixed group, consultative);
  - c. Date of the assignment;
  - d. Length of planned assignment;
  - e. Location of assignment including directions, building name, room number, parking information, etc;
  - f. Name of notetaker(s) assigned to the scheduled assignment;
  - g. Notetaker base address, location of the assignment, and estimated roundtrip mileage;
  - h. Special pre approved accommodations such as hotel arrangements, provision of meals, etc. if required (Obtain advanced approval for any assignments requiring overnight accommodations and/or additional expenses);
4. Provide any other items for the provision of CAN Services such as, but not limited to, extension cords, connection equipment and check with the requestor regarding other materials that may be available at the assignment site such as screens or televisions; **if remote CAN Services is provided, possess professional look and feel software with the assignment site having connection capacity. A 15 to 20 minute test run will take place prior to start of assignment to test for connection capacity.**
  5. Provide written confirmation to requestor to finalize job at least 48 hours prior to assignment. The Contractor should use the CAN Request form (Attachment L) to verify name of notetaker (s), type of equipment requested, anticipated time of arrival and name of person to call in case of meeting cancellations;
  6. Have CAN Notetaker(s) to always inspect the equipment in advance and arrive 30 minutes prior to the time of assignment;
  7. Provide two (2) CAN Notetakers if the assignment is more than two (2) hours. Only one CAN Notetaker is required for local meetings up to 2 hours; *Note: Most local consumer organization meetings last up to one hour and half to two hours.*
  8. Contractor should always attempt to schedule a notetaker closest to the location of the assignment to reduce travel costs, and if assignment is over 100 miles from the base address of the notetaker, written pre-approval should be obtained from requesting agency;
  9. Notify the requestor within 48 hours of the assignment if unable to locate notetakers for the assignment;

#### **CAN notetaker will:**

1. Bring the equipment specified on the CAN Request Form (Attachment L) to the site 30 minutes prior to the assignment. This should give the notetaker sufficient time to set up equipment and be situated where visibility is not an issue.
2. Be able to type with a speed of at least 65 wpm with possession of 12<sup>th</sup> grade level spelling and keep up with the verbal message with a minimum of 12<sup>th</sup> grade English. Portray visual messages with minimum spelling and typing errors.
3. Demonstrate the ability to handle specialized equipment, **troubleshoot technical problems on site** and portray visual messages with minimum spelling and typing errors.
4. If more than two (2) CAN notetakers are provided, they are able to effectively take turns at the assignment.

#### **V. Qualifications and requirements of Contractor**

##### A. Qualifications of the Contractor

- Application proves company can perform services stated in the scope of work;
- Contractor must have adequate trained staff employed or under contract to be able to provide statewide CAN Services;
- Contractor must keep on file documentation of notetakers ability to type at a minimum of 65 wpm.
- Contractor must keep on file **documentation of certification, credentials as court reporter or skills certification from transcription training program.**
- Rated good or better by companies currently have contract with that were provided.

##### B. Qualifications of the Contractor's CAN notetakers

- Possession of and ability to keep up with the verbal message at a minimum of 12<sup>th</sup> grade English level; **GED or High School diploma, college degree preferred either AA or 4 year.**
- Minimum typing speed of at least 65 wpm
- Ability to portray visual messages with minimum spelling and typing errors.
- Experienced in the utilization of specialized equipment;

#### VI. Performance:

DHHS and its Divisions and Offices will be reviewing input generated from surveys and feedback to determine the effectiveness of the company as well as dependability, professionalism and skill development demonstrated through the criteria listed under the Scope of Services.

Deficiencies in the performance of services, such as a pattern of lateness, cancellations, etc. related to this contract will be documented and submitted to the CANSVL Contract Administrator who monitors the CANSVL. All documentation will be kept on file and referenced for future DHHS needs assessments. Documented deficiencies may result in the removal of the contractor from the CANSVL.

#### VII. Reimbursement for Services:

1. Regular, straight time parameters are from 8:00 am until 5:00 pm.
2. After hours parameters are from 5:00 pm until 8:00 am, weekends and state recognized holidays (<http://www.osp.state.nc.us/holsched.htm>).
3. Mileage will be reimbursed at the current IRS rate.
4. Invoices should be submitted to the requesting division and/or office within 30 days of completion of each assignment. Only one assignment per invoice. All invoices must reflect information pertaining to the job; See B below
5. Bill at the after hours rate regardless of actual time of day if the notetaker ends up working alone and the assignment last longer than 2 hours.

##### A. Payment Plan

Any contractor completing the application to be placed on this list and provide CAN services will be reimbursed at the following set hourly rates:

The set rates (for note taker time and equipment) are as follows:

*Using one (1) notetaker:*

Regular hours (8am – 5pm)	=	\$75.00 per hour
After hours	=	\$85.00 per hour

*Remote CAN Services:*

Regular hours (8am – 5pm)	=	\$40.00 per hour
After hours	=	\$50.00

*Using two (2) CAN Notetakers:*

*(this tends to take place when there is a large gathering such as Council meeting or community forum or at assignments that are more than two (2) hours long)*

Regular hours (8am – 5pm)	=	\$60.00 per notetaker / per hour
After hours	=	\$70.00 per notetaker / per hour

*Remote CAN Services with two (2) notetakers:*

Regular hours (8am – 5pm)	=	\$30.00 per notetaker/per hour
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After hours = \$40.00 per notetaker/per hour

**Note:** the ability to provide remote CAN Services is a rare occurrence, due to the need for advanced technology. However, if the opportunity arises, remote CAN Services may be considered.

## B. Invoicing

1. If the contractor provides services during the month, the contractor will submit an invoice to the requesting division and/or office within thirty (30) days including, but not limited to, the following information:
  - a. Name of Contractor
  - b. Name of the requesting DHHS Division/Office/Institution
  - c. Contact information of requesting DHHS Division/Office/Institution
  - d. Date of invoice
  - e. Invoice number
  - f. Date of completed assignment
  - g. Length of completed assignment
  - h. Hourly rate of pay
  - i. Total mileage for completed assignment
  - j. Completed assignment description (consumers, location)
  - k. Total Invoice Amount
2. The invoice should be submitted to the authorized individual for the requesting Division/Office within thirty (30) days from the date of services rendered. Upon receipt of invoice, Division/Office authorized individual will review, verify and submit, following appropriate DHHS reimbursement procedures, to the appropriate party for reimbursement. Each DHHS Division and Office is responsible for coordinating CAN services requests and the arrangements for payment of invoices. Inquiries regarding submitted invoices should be directed to the requesting Division/Office.

## VIII. Reimbursement for Travel

Mileage will be reimbursed at the current IRS mileage rate (if required) (See <http://www.osbm.state.nc.us>)

1. If notetaker has to travel more than 100 miles one way from home, the Contractor may charge three (hours) minimum with prior approval from the requesting Division/Office via their Supervisors.
2. Notetakers traveling more than 150 miles from home for a two or more hour assignment will be allowed to bill for room and board at State Rates (excluding regular local consumer support group meetings) with prior approval from the requesting Division/Office via their Supervisors.

**Note:** Contractor should always attempt to schedule a notetaker closest to the location of the assignment to reduce travel costs, and if assignment is over 100 miles from the base address of the notetaker, written pre-approval should be obtained from DHHS.

## IX. Reimbursement for Additional Expenses

*Assignments requiring overnight accommodations must be have prior written approval. Invoicing for overnight accommodations will follow the rate set by the State of North Carolina (see <http://www.osbm.state.nc.us>). Hotel receipt(s) must be attached to the invoice for reimbursement.*

## X. Reimbursement for Cancellations, Late Arrivals and Other Circumstances

1. If the Contractor is not notified of an assignment cancellation greater than twenty-four (24) hours or more, the company will be compensated for the total number of hours scheduled, but will not be reimbursed for any mileage or other expenses.
2. If the CAN notetaker arrives for a scheduled assignment and the assignment is cancelled on site, the Contractor will be compensated for the entire scheduled assignment hours, mileage and other agreed upon expenses upon verification with the Requestor.

3. If the Contractor cancels a scheduled assignment, they will not invoice for reimbursement. Any penalty for them cancelling at last minute?
4. In the event of a cancellation due to inclement weather (less than 24 hours), the Contractor will be compensated for one-half of the pre-arranged assignment hours and any mileage incurred related to this assignment.
5. The Contractor will notify the Requestor immediately if the notetaker will be late for a scheduled assignment. If the CAN notetaker arrives late for a scheduled assignment, the Contractor will submit an invoice for the actual hours worked plus mileage.
6. Assignments which exceed the scheduled time should be invoiced for the actual time worked.

## XI. The Procurement Process

The following is a general description of the process by which a Contractor will be selected to complete the goal or objective.

1. RFA's are being sent to prospective companies.
2. Questions and inquiries concerning the RFA specifications will be received via email, telephone or written correspondence to the email address, telephone number and address on the cover of this RFA.
3. Current CANSVL vendor (contractor) will submit an updated Application Execution Page (Attachment B), W-9 form and copy of business license. Any new Contractor will submit **three (3) copies** of the application including Federal Certifications (Attachment D, E, F and G) and Execution Page (Attachment A, and B), **one (1) originally signed** copy and a completed W-9 form. The original must be signed and dated by an official authorized to bind the agency.
4. Updated forms are due prior to the first day of the new fiscal year (July 1) and new applications are on-going. New applications submitted after the new fiscal year must wait to receive a confirmation letter from the Contract Administrator that will indicate their effective date of inclusion into the list.
5. At their option, the evaluators may request additional information from any or all applicants for the purpose of clarification or to amplify the materials presented in any part of the application. However, individuals and agencies are cautioned that the evaluators are not required to request clarification: therefore, all applications should be complete and reflect the most favorable terms available from the I Agency Contractor.
6. Applications will be evaluated according to completeness and content.
7. Contractors are cautioned that this is a request for applications, and the funding agency reserves the unqualified right to reject any and all applications when such rejections are deemed to be in the best interest of the funding agency.

## XII. General Information on Submitting Applications

### 1. Award or Rejection

All qualified applications will be evaluated. The funding agency reserves the unqualified right to reject any or all offers if determined to be in its best interest. Applicants will be notified of application status via letter upon completion of application review

### 2. Decline to Offer

Any agency or organization that receives a copy of the RFA but declines to make an offer is requested to send a written "Decline to Offer" to the funding agency. Failure to respond as requested may subject the agency or organization to removal from consideration of future RFAs.

### 3. Cost of Application Preparation

Any cost incurred by an agency or organization in preparing or submitting an application is the agency's or organization's sole responsibility; the funding agency will not reimburse any agency or organization for any pre-award costs incurred.

### 4. Elaborate Applications

Elaborate applications in the form of brochures or other presentations beyond that necessary to present a complete and effective application are not desired.

### 5. Oral Explanations

The funding agency will not be bound by oral explanations or instructions given at any time during the competitive process or after awarding the grant.

### 6. Reference to Other Data.

Only information that is received in response to this RFA will be evaluated; reference to information previously submitted will not suffice.

### 7. Titles

Titles and headings in this RFA and any subsequent RFA are for convenience only and shall have no binding force or effect.

### 8. Form of Application

Each application must be submitted on the form provided by the funding agency, and will be incorporated into the funding agency's Performance Agreement (contract).

### 9. Exceptions

All applications are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions. The attachment of other terms and condition by any agency and organization may be grounds for rejection of that agency or organization's application. Funded agencies and organizations specifically agree to the conditions set forth in the Performance Agreement (contract).

### 10. Advertising

In submitting its application, agencies and organizations agree not to use the results therefrom or as part of any news release or commercial advertising without prior written approval of the funding agency.

### 11. Right to Submitted Material

All responses, inquiries, or correspondence relating to or in reference to the RFA, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the agency or organization will become the property of the funding agency when received.

### 12. Competitive Offer

Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any application submitted in response to this RFA thereby certifies that this application has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.

### 13. Agency and organization's Representative

Each agency or organization shall submit with its application the name, address, and telephone number of the person(s) with authority to bind the agency or organization and answer questions or provide clarification concerning the application.

#### 14. Subcontracting

Agencies and organizations may propose to subcontract portions of work provided that their applications clearly indicate the scope of the work to be subcontracted, and to whom. All information required about the prime grantee is also required for each proposed subcontractor.

#### 15. Proprietary Information

Trade secrets or similar proprietary data which the agency or organization does not wish disclosed to other than personnel involved in the evaluation will be kept confidential to the extent permitted by NCAC TO1: 05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL." Any section of the application that is to remain confidential shall also be so marked in boldface on the title page of that section.

#### 16. Participation Encouraged

Pursuant to Article 3 and 3C, Chapter 143 of the North Carolina General Statutes and Executive Order No. 77, the funding agency invites and encourages participation in this RFA by businesses owned by minorities, women and the disabled including utilization as subcontractor(s) to perform functions under this Request for Applications.

#### 17. Contract

The Division will issue a contract to the recipient of the grant that will include their application. Expenditures can begin immediately up receipt of a completely signed contract.

Please be advised that successful applicants may be required to have an audit in accordance with G. S. 143-6.2 as applicable to the agency or organization's status. Also, the contract may include assurances the successful applicant would be required to execute when signing the contract. Agencies or organizations receiving Federal funds would be required to execute a certification regarding Lobbying and Debarment, and if applicable a Drug Free Workplace Requirements and/or Environmental Tobacco Smoke assurance. Private not for profit agency contracts would also include a conflict of interest policy statement.

**ATTACHMENT A**  
**DHHS Computer Assisted Note-taking Services Vendor List**  
**Background Information**

Company Name: \_\_\_\_\_

Tax ID #: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Billing Address (if different from above): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Phone Number: (\_\_\_\_) \_\_\_\_\_

Cell Phone Number: (\_\_\_\_) \_\_\_\_\_

*Please check the box in front of either Business phone or Cell phone to indicate the number at which you can mostly likely be reached. This number will be used first when trying to reach you for assignments.*

Fax Number: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

**Provide background information on the company and details of experience with similar projects.** \_\_\_\_\_  
\_\_\_\_\_

Provide details of any pertinent judgment, criminal conviction, investigation or litigation pending against your company or any of its officers, directors, employees, agents or subcontractors of which the vendor has knowledge or a statement that there is none.

\_\_\_\_\_  
\_\_\_\_\_

Provide a minimum of three (3) companies for whom you have current contracts with for similar services. Include the name of the firm, a contact person, length of time services have been or were provided, address, e-mail address and/or telephone number:

(1) \_\_\_\_\_  
\_\_\_\_\_

(2) \_\_\_\_\_  
\_\_\_\_\_

(3) \_\_\_\_\_  
\_\_\_\_\_

Company size:

**Provide the number of staff who would be available for assignments, including their qualifications, base location and experience.**

\_\_\_\_\_

**Hiring practices:**

Provide information concerning companies hiring practices, training programs, qualifications of note takers, sub-contracting, background checks etc. for their staff that will be used for this service.

Service area:

Provide the areas of NC that your company can provide service. (Preference given to companies that can provide CAN services statewide)

\_\_\_\_\_

**Financial Statement:**

The Contractor must furnish the Division their most recent audited financial statement or similar evidence of financial stability.

**ATTACHMENT B**

**APPLICATION EXECUTION PAGE**

**THIS PAGE MUST BE SIGNED AND DATED AND SUBMITTED WITH YOUR APPLICATION  
Unsigned Applications will not be considered**

**CAN Services Notetakers Under Contract With Applicant**

Notetaker's Name	Telephone Number	Check Appropriate Box
		<input type="checkbox"/> Owner <input type="checkbox"/> Employee <input type="checkbox"/> Subcontractor
		<input type="checkbox"/> Owner <input type="checkbox"/> Employee <input type="checkbox"/> Subcontractor
		<input type="checkbox"/> Owner <input type="checkbox"/> Employee <input type="checkbox"/> Subcontractor
		<input type="checkbox"/> Owner <input type="checkbox"/> Employee <input type="checkbox"/> Subcontractor
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		<input type="checkbox"/> Owner <input type="checkbox"/> Employee <input type="checkbox"/> Subcontractor
		<input type="checkbox"/> Owner <input type="checkbox"/> Employee <input type="checkbox"/> Subcontractor

The undersigned certifies that:

1. He or she is authorized to sign and submit this Application on behalf of the Applicant and to bind the Applicant to the terms of this RFA;
2. He or she has read the completed Application and knows that the information contained in the Application is true;
3. The Applicant has at least five (5) CAN notetakers under contract either as owners, employees or independent contractors;
4. The Applicant agrees to notify the Department promptly if it ceases to have at least five (5) CAN notetakers under contract either as owners, employees or independent contractors;
5. The Applicant has read and understands the terms and conditions of this Request for Application (“RFA”) and agrees to them without exception;
6. The Applicant agrees to provide CAN Services to the Department pursuant to the terms and conditions of this RFA if the Department approves this Application;
7. The Applicant understands that the Department’s approval of the Application creates a binding agreement between the Department and the Applicant but that it does not guarantee that the Department will actually use the Applicant’s services and does not guarantee the Applicant any particular volume of work.

\_\_\_\_\_  
**Applicant's Name**

\_\_\_\_\_  
**Authorized Representative's Signature** **Date**

\_\_\_\_\_  
**Printed Name** **Title**

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**NC DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF SERVICES FOR THE DEAF AND THE HARD OF HEARING**

The attached Application, submitted in Response to RFA, is hereby **APPROVED**.

\_\_\_\_\_  
**Signature** **Date**

The attached Application, submitted in Response to RFA, is hereby **REJECTED**.

\_\_\_\_\_  
**Signature** **Date**

**ATTACHMENT C  
POLICIES GOVERNING TRAVEL RELATED EXPENSES FOR CONTRACTORS**

All Contractors must comply with State travel, lodging and meals subsistence reimbursement regulations. Reimbursement for expenses is only allowable if stated in the contract. Public agencies should follow their agency's existing policies and procedures for the authorization of travel and subsistence. For complete and current travel policies and regulations, refer to the OSBM web site to access the State Budget Manual ([www.osbm.state.nc.us/osbm/index.html](http://www.osbm.state.nc.us/osbm/index.html)). Below are the current rates of reimbursement.

**TRANSPORTATION**

1. **PERSONAL VEHICLE** – actual mileage is reimbursable and measured from the closer of the assigned duty station or point of departure to your destination and return. The maximum rate that can be reimbursed for mileage is the business standard mileage rate set by the internal revenue service **(51 cents per mile effective January 1, 2011)**; however this may be negotiated at a lower rate. Parking fees, tolls, and storage fees are reimbursable when the required receipts are obtained. The state will not reimburse you for travel from your home to your duty station.
2. **COMMON CARRIER** – you will be reimbursed for actual coach fare for air, rail, or bus travel if you submit receipts.
3. **TRAVEL TIME** – Time spent traveling may not count as hours of service.

**SUBSISTENCE**

1. **RATES** - pursuant to g.s. 138-6(5), the director of the budget is required to revise subsistence payments for state employees' in-state and out-of-state travel. The revision is based on the percentage increase in the consumer price index for all urban customers for the most recent 24-month period. Effective July 1, 2007, the subsistence reimbursement will be increased by 6.5%. The new subsistence rate will be effective for both years of the 2007-09 biennium.

The maximum allowable statutory rate for meals and lodging in a 24-hour period is **\$101.05** for in-state travel and **\$115.55** for out-of-state travel. If you pay sales tax, lodging tax, local tax, or service fees associated with the cost of lodging, the State will reimburse you for these in addition to the lodging rate. You must submit receipts for the State to reimburse you for lodging expenses.

Use the following schedule for reporting allowable subsistence expenses incurred while traveling on official state business:

	In-State	Out-of State
Breakfast	\$ 7.75	\$ 7.75
Lunch	\$ 10.10	\$ 10.10
Dinner	\$ 17.30	\$ 19.65
Lodging (actual, up to)	\$ 65.90 (actual, up to)	\$ 78.05 (actual, up to)
<b>Total</b>	<b>\$101.05</b>	<b>\$115.55</b>

You may request reimbursement for actual expenses if they are less than the rates in this table. Out-of-State travel status begins when you leave your home or duty station and ends when you return to your home or duty station. Contractors located out of North Carolina must use In-State travel allowances when traveling in North Carolina.

2. **EXCESS LODGING COSTS** – You must obtain advance authorization from the Secretary of the Department or his or her designee for lodging costs exceeding the stated rate above, regardless of destination. Check with the division contract office for appropriate procedures. You may be reimbursed for excess lodging costs when you are in a high cost area and unable to secure lodging within the current allowance, or when you submit a written opinion that personal safety or security is unattainable within the current allowance. The State will not reimburse you for excess lodging costs for reason of convenience or your personal preference. If the cost for lodging exceeds the maximum daily rate for lodging, but the total cost for food and lodging is equal to or less than the total daily rate, you do not have to obtain approval from the Department for excess lodging costs.

## **MEALS**

**A. MEALS DURING OVERNIGHT TRAVEL** – the State will reimburse you for meals at the rate stated in the chart above when you are on official state business and your duties require overnight travel. The travel must involve a travel destination located at least 35 miles from your regularly assigned duty station (vicinity) or home, whichever is less.

The State will reimburse you for meals for partial days of travel when your duties require overnight travel. You will be reimbursed at the stated rate for meals in the following situations:

Breakfast: If you depart your duty station prior to 6:00 a.m. and extend your workday by 2 hours.

Lunch: If you depart your duty station prior to Noon (day of departure) or return to your duty station after 2:00 p.m. (day of return).

Dinner: If you depart your duty station prior to 5:00 p.m. (day of departure) or return to your duty station after 8:00 p.m. (day of return) and extend the workday by 3 hours.

**B. MEALS DURING DAY TRAVEL** – The State will not reimburse you for lunch if travel does not involve an overnight stay; however, you will be reimbursed at the stated rate for the morning and evening meals in the following situations:

Breakfast: If you depart your duty station prior to 6:00 a.m. and extend the workday by 2 hours.

Dinner: If you return to your duty station after 8:00 p.m. and extend the workday by 3 hours.

The travel must involve a travel destination at least 35 miles from your regularly assigned duty station (vicinity) or home, whichever is less.

**C. EXCESS COSTS FOR MEALS** - The State will not reimburse you for the cost of meals above the stated rate unless such costs are included in registration fees and/or there are predetermined charges, or the meals were for out-of-country travel. The department head or his or her designee may authorize excess subsistence costs for meals for out-of-country travel. Check with the division contract office for appropriate procedures.

## **CONFERENCE REGISTRATION FEES**

The State may reimburse you for registration fees if you submit a valid receipt or invoice. If conference registration includes the price of meals, you may not claim reimbursement of meals in addition to the reimbursement of the conference registration fee. Please note that registration fees consisting exclusively of meals are not reimbursable unless meeting the overnight travel criteria. A valid receipt/invoice contains: a) the name of the organization hosting the conference and the name/title of conference; b) the name of the person attending the conference and making payment; c) the amount paid; d) the date of payment; and e) the signature of the person accepting payment for the conference. If you must pay a registration fee in advance, include a properly executed conference registration form and a copy of the check when you request reimbursement.

**ATTACHMENT D**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Department of Health and Human Services  
Division of Services for the Deaf and the Hard of Hearing

Certification for Contracts, Grants, Loans and Cooperative Agreements

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly 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 either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application, the Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards which contain provisions for children’s services and that all subgrantees shall certify accordingly.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Organization

\_\_\_\_\_  
Date

(Certification signature should be same as Contract signature.)

## ATTACHMENT E

Certification Regarding Lobbying  
Department of Health and Human Services  
Division of Services for the Deaf and the Hard of Hearing

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars A-122 and A-87, costs associated with the following activities are unallowable:

**Paragraph A.**

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:

**Paragraph B.**

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

**Paragraph C.**

- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

**Paragraph D.**

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Organization

\_\_\_\_\_  
Date

(Certification signature should be same as Contract signature.)

**ATTACHMENT F**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF SERVICES FOR THE DEAF AND THE HARD OF HEARINGCERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

## Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Signature	Title
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Agency/Organization	Date
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(Certification signature should be same as Contract signature.)

## ATTACHMENT G

### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Department of Health and Human Services  
Division of Services for the Deaf and the Hard of Hearing

- I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - B. Establishing a drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Contractor's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
  - D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - E. Notifying the Department within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
  - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

II. There will be varying sites and locations for the performance of work done in connection with the specific agreement.

Contractor will inform the Department of any additional sites for performance of work under this agreement.

False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment, 45 C.F.R. 82.510.

\_\_\_\_\_  
Signature Title \_\_\_\_\_

\_\_\_\_\_  
Agency/Organization Date \_\_\_\_\_

(Certification signature should be same as Contract signature.)

**FOR NON-PROFITS ONLY**

Non-profit agency contractors must submit a copy of their conflict of interest policy accompanied by this letter, which must be signed and notarized. If your organization/agency does not currently have a conflict of interest policy, please contact the Staff Interpreter/Coordinator at the Division of Services for the Deaf and the Hard of Hearing for a template. A conflict of interest policy from your organization/agency is required.

In addition, please attach a copy of your federal exemption 501-C letter.

**ATTACHMENT H**

**NOTARIZED CONFLICT OF INTEREST POLICY**

State of North Carolina

County of \_\_\_\_\_

I, \_\_\_\_\_, Notary Public for said County and State, certify that  
\_\_\_\_\_ personally appeared before me this day and acknowledged  
that he/she is \_\_\_\_\_ of \_\_\_\_\_  
[enter name of entity]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy  
was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Official Seal)

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_, 20 \_\_\_\_

***Instruction for Organization:***

***Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.***

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Signature of Organization Official

## Conflict of Interest Policy

**Instructions:** This document is intended as an aid to assist non-State entities in establishing a conflict of interest policy. It is not intended to be used verbatim, but rather to serve as a template for nongovernmental organizations as they craft their individual conflict of interest policy. This example includes definitions of what is considered unacceptable, and the consequences of any breaches thereof. Each organization that chooses to use this template should take care to make changes that reflect the individual organization.

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After

disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

**F. Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**G. Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Signature of Organization Official

\_\_\_\_\_  
Date