

**REQUEST FOR APPLICATIONS - AGENCIES (#30-DSDHH-95058-20)  
Sign Language Interpreting and Transliterators Services Vendor List (ISVL)**

RFA Posted	October 1, 2020		
Questions Due	Any time after posting date through end of contract		
Applications Due	Open Enrollment of RFA throughout Contract Period		
Anticipated Notice of Award	Continual Upon Review and Acceptance		
Anticipated Performance Period	November 1, 2020 through October 30, 2021, with options to renew for two (2) additional years in one (1) year increments		
Service	<b>Sign Language Interpreting and Transliterators Services Vendor List</b>		
Issuing Agency	Division of Services for the Deaf and the Hard of Hearing 820 S. Boylan Ave. – MSC 2301 - Raleigh, NC 27699-2301		
E-mail Applications and Questions to	Communication Access Manager	Email	<a href="mailto:lee.williamson@dhhs.nc.gov">lee.williamson@dhhs.nc.gov</a>

**THIS REQUEST FOR APPLICATIONS (RFA)** advertises the Division’s need for the services described herein and solicits applications offering to provide those services pursuant to the specifications, terms, and conditions specified herein. All applications received shall be treated as offers to contract. If the Division decides to accept an application, an authorized representative of the Department will sign in the space provided below. Acceptance shall create a contract that is effective as specified below.

**THE UNDERSIGNED HEREBY SUBMITS THE FOLLOWING APPLICATION AND CERTIFIES THAT:** (1) he or she is authorized to bind the named Contractor to the terms of this RFA and Application; (2) the Contractor hereby offers and agrees to provide services in the manner and at the costs described in this RFA and Application; (3) this Application shall be valid for 60 days after the end of the application period in which it is submitted.

**To Be Completed by Contractor:**

Contractor Name (printed):	Federal ID Number:
Contractor’s Street Address:	E-Mail Address:
City, State & Street Address Zip:	Telephone Number:
Signature of Contractor:	Date:

**Unsigned or Incomplete Applications Shall Be Returned Without Being Reviewed**

**NOTICE OF AWARD (NC DHHS USE ONLY):** Application accepted and Contract #30-DSDHH-95058-20 awarded on \_\_\_\_\_. The Contract shall begin on \_\_\_\_\_, and shall terminate on October 30, 2021.

By: \_\_\_\_\_  
Signature of Authorized Representative      Printed Name of Authorized Representative      Title of Authorized Representative

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## I. PURPOSE

The purpose of this Request for Applications (RFA) is to solicit applications from sole proprietors, partnerships, corporations, or other business entities (referred to hereinafter as “Interpreting Agency Vendors” or “Agency Vendors”) depending upon the context, that are capable of providing the North Carolina Department of Health and Human Services (“Department”) with licensed sign language interpreters and transliterators, as needed by the Department, pursuant to the terms of this RFA.

The Interpreting Services Vendor List (ISVL) RFA will be maintained by the Division of Services for the Deaf and the Hard of Hearing (DSDHH). **Although the ISVL is housed within DSDHH, the listed Agency Vendors are available to provide interpreting or transliterating service at the agreed upon terms of this RFA to the entire Department including at the Health Facilities.**

An Agency Vendor will not be obligated to perform any services for the Department unless and until it accepts a specified work order or request from the Department. Being listed on the ISVL does not guarantee an Agency Vendor that it will ever receive a specified work order or request. Any Division, Section, Branch, Unit, Office, Facility, or Institution of the Department may issue a specified work order or request to the Agency Vendor or Agency Vendors of their choice. The work order or request may be issued by any written means. The entity issuing the work order or request shall be referred to hereinafter as the “Hiring Agency” or the “Requestor”. An Agency Vendor may decline to accept a work order or request if it does not have appropriately qualified sign language interpreters or transliterators available at the time and place specified by the Hiring Agency.

## II. BACKGROUND

The North Carolina Department of Health and Human Services (“Department” or “DHHS”) is the largest agency in North Carolina State government. It is divided into thirty (30) divisions and offices, oversees eighteen (18) facilities, has more than 19,000 employees, and has an operating budget of \$14 billion plus. The Department is responsible for ensuring the health, safety, and well-being of all North Carolinians; meeting the human service needs for fragile populations like the mentally ill, deaf, blind, and developmentally disabled; and, helping poor North Carolinians achieve economic independence.

The Census Bureau and the National Center for Health Statistics estimate that approximately one million people in North Carolina have a hearing loss. Many of these individuals are customers, clients, and staff of DHHS. All Divisions, Sections, Branches, Units, Offices, Facilities, and Institutions within DHHS are required to establish an accessibility plan to provide communication access for consumers, clients, or staff who may be deaf, hard of hearing, deaf-blind, or blind. The plan must include procedures for the procurement of and payment for accessibility services.

**The ISVL is the principal tool used by the DHHS Divisions, Sections, Branches, Units, Offices, Facilities, and Institutions to procure the services of qualified sign language interpreters and transliterators.**

## III. DEFINITIONS

1. **Agency Vendor:** A sole proprietor, partnership, corporation, or other business entity that is awarded an agreement to provide the services described in this RFA.

2. **Consumer Report:** The Interpreting Services Consumer Report that is available for completion anytime during the term of the contract by the Hiring Agency and/or consumer and submitted to the Communication Access Manager. The Communication Access Manager uses the Consumer Report to monitor Vendor performance and resolve issues.
3. **Hiring Agency or Requestor:** The Division, Section, Branch, Unit, Office, Facility, or Institution that issues a work order or request (by DHHS staff) to an Agency Vendor under this RFA.
4. **Interpreter:** As defined in N.C. Gen. Stat. § 90D-3, a person who provides accessible communication, between and among persons who are deaf or hard-of-hearing and those who are hearing. This process includes, but is not limited to, communication between American Sign Language and English. It may also involve various other modalities that involve visual, gestural, and tactile methods. Notwithstanding the foregoing definition, all further references in this RFA to “interpreters” shall be understood to constitute a joint reference to sign language interpreters and transliterators.
5. **Interpreter Agency:** A sole proprietor, partnership, corporation, or other business entity that represents itself as capable of providing sign language interpreters and transliterators for hire and that has one (1) or more interpreters or transliterators for the deaf under the agreement either as owners, employees, or independent contractors.
6. **ISVL:** Interpreting Services Vendor List. The ISVL is a list of: (1) all Agency Vendors that have agreed to provide the Department with sign language interpreters and transliterators upon the receipt of a Work Order from a Hiring Agency; and (2) all Individual Vendors who have an agreement directly with the Department to provide interpreting and transliterating services upon the receipt of a Work Order from a Hiring Agency.
7. **Point of Departure:** The location from which an interpreter or transliterator departs to go to a work assignment. The Point of Departure is typically the interpreter’s home or office, whichever is closer to the location of the work assignment. If the interpreter has two assignments with the same Hiring Agency in the same day and the interpreter drives from the first assignment to the second without returning to his or her home or office, the location of the first assignment is the Point of Departure for the second assignment.
8. **Transliterator:** As defined in N.C. Gen. Stat. § 90D-3, a person who provides accessible communication between one or more hearing persons and one or more deaf or hard-of-hearing persons using a form of manually coded English. Notwithstanding the foregoing definition, all further references in this RFA to “interpreters” shall be understood to constitute a joint reference to interpreters and transliterators.
9. **Work Order or Request:** A Hiring Agency’s or Requestor’s request that an Agency Vendor provide the services described in this RFP. A work order may be issued by telephone, videophone, fax, mail, or email; however, telephone and videophone requests must be followed-up with written confirmations.

#### IV. SCOPE OF SERVICES

##### A. The Agency Vendor’s Duties: The Vendor shall:

1. Provide interpreters who possess a valid and current license granted by the NC Interpreter and Transliterator Licensing Board, pursuant to Chapter 90D of the North Carolina General Statutes. The North Carolina Interpreter and Transliterator Licensing Board’s web page can be accessed at: [www.ncitlb.org](http://www.ncitlb.org);

2. Upon request, provide interpreters who hold specified certifications, such as national certification recognized by the National Cued Speech Association (NCSA); RID SC: L, etc.
3. Provide interpreters who possess the knowledge and expertise required by the engagement;
4. Provide interpreters who can provide services in the preferred mode of communication of the individual(s) with hearing loss;
5. Provide interpreters who can facilitate effective communication between all parties involved;
6. Provide interpreters who adhere continuously to the NAD/RID Code of Professional Conduct, which requires that:
  - a. Interpreters adhere to standards of confidential communication;
  - b. Interpreters possess the professional skills and knowledge required for the specific interpreting situation;
  - c. Interpreters conduct themselves in a manner appropriate to the specific interpreting situation;
  - d. Interpreters demonstrate respect for consumers;
  - e. Interpreters demonstrate respect for colleagues, interns, and students of the profession;
  - f. Interpreters maintain ethical business practices; and,
  - g. Interpreters engage in professional development.

<http://www.rid.org/ethics/code-of-professional-conduct/>

7. Schedule and coordinate interpreting services in accordance with the NAD/RID Code of Professional Conduct;
8. Respond to all requests regardless if an interpreter is available or not; and,
9. At the Department's request, provide an experienced interpreter to mentor or lead skill development sessions for other interpreters, including ISVL interpreters and the Department's staff interpreters.

Upon the return of an application for this Request for Application, the Division of Services for the Deaf and Hard of Hearing (DSDHH) will make an inquiry into the US Department of Health and Human Services, Office of Inspector General's (OIG) Exclusion Database, to determine if the applying Agency or any of its listing of interpreters is excluded from working in a federal health care program. After an initial inquiry, DSDHH will thereafter regularly monitor the OIG Exclusion Database to ensure that a contracted agency, or any of its listed interpreters, does not become excluded from working in a federal health care program. If an applying agency is initially excluded, a contract will not be executed. If an agency becomes excluded during the term of the contract, immediate actions will occur to cancel the contract. If any identified interpreter contracted by the agency becomes excluded, the agency will be informed in writing that it cannot assign the identified interpreter to any assignment for the North Carolina Department of Health and Human Services.

**B. The Department's Duties:** The Hiring Agency or Requestor will:

1. Contact the Agency Vendor to request services at least one week before the date of the engagement, whenever possible;

2. Determine how many interpreters will be needed for each engagement. The Hiring Agency or Requestor may contact the ISVL administrator, [lee.williamson@dhhs.nc.gov](mailto:lee.williamson@dhhs.nc.gov) for assistance, and may request an ISVL Information Packet. For purposes of this RFA, an ISVL Information Packet is information that DSDHH shares with other DHHS agencies that explains how to engage a Vendor for delivery of services, as well as other helpful information regarding interpreter/transliterators services.
3. Provide essential information regarding the engagement, including the expected duration of the engagement (in increments of 15 minutes), the names of the parties involved, contact person, the date and time of the engagement, driving directions, building name, room number, parking information, etc.;
4. Complete the DHHS Interpreting Services Consumer Report (“Consumer Report”), which is attached hereto as Attachment C, and submit it to the Communication Access Manager if there is a concern, issue, or a compliment the Hiring Agency and/or consumer wishes to report.
5. Pay for the Agency Vendor’s services, as described in RFA Section VI, below.

## **V. PERFORMANCE EVALUATIONS**

1. The Communication Access Manager in the Division of Services for the Deaf and the Hard of Hearing (“DSDHH”) will use feedback from consumers, staff, and others to monitor the Agency Vendor’s performance. Feedback comes through consumer reports, **see Attachment C**. The consumer report is available for completion anytime during the term of the contract by the Hiring Agency and/or consumer and submitted to the Communication Access Manager.
2. If a Consumer Report raises a concern, the Communication Access Manager will contact the Vendor and give the Vendor an opportunity to submit a written response. When appropriate, the Communication Access Manager will discuss possible solutions with the Vendor and suggest more appropriate action for the future. The Communication Access Manager will also share with the Vendor any positive comments made by consumers.
3. The Communication Access Manager may periodically monitor interpreter performance first-hand, after obtaining the necessary permissions.
4. If a Vendor is not in compliance with the NAD/RID Code of Professional Conduct, the Hiring Agency, Requestor or Consumers may do any of the following:
  - a. Compile an ISVL Consumer Report;
  - b. Report to the NC Interpreter and Transliterators Licensure Board;
  - c. Report to RID’s Ethical Practices System.

## VI. DISBURSEMENT

### A. Payment for Services

1. **The Agency Vendor shall be paid a standard rate of \$54.00 per hour and an enhanced rate of \$81.00 per hour.**
2. **The Agency Vendor shall be paid a standard rate of \$60.00 per hour and an enhanced rate of \$87.00 per hour when interpreting services are provided in Tactile American Sign Language (TASL). The TASL rate shall be determined upon scheduling of assignment by the requestor.**

The TASL rate will be applicable when the service hired has been engaged in using a method of interpretation requiring ongoing physical contact for the purpose of providing communication access, including but not limited to pro-tactile, tactile signing, and tracking.

3. **The standard** rate shall be paid for services rendered Monday through Friday between the hours of 7:00 AM and 5:00 PM.
4. The **enhanced** rate shall be paid for services rendered Monday through Friday between the hours of 5:00 PM and 7:00 AM; any time on weekends; and any time on State holidays. A list of State holidays can be found online at: <http://www.osp.state.nc.us/holsched.htm>.
5. Services provided on 24 hours' notice, or less, shall be reimbursed at the same rates as services provided on more than 24 hours' notice.
6. The Agency Vendor shall bill the State in quarter-hour increments and may bill the State for a quarter-hour increment if the interpreter works any portion of that quarter-hour.

Example: If an Individual Vendor is confirmed to interpret for 3 hours and interpreted for three hours and five minutes, the Vendor may bill for three hours and fifteen minutes (3.25).

Example: If an Individual Vendor is confirmed to interpret for 3 hours and interpreted for three hours and thirty-five minutes, the Vendor may bill for three hours and forty-five minutes (3.75).

7. The Agency Vendor may bill the State for a full two hours for any engagement that lasts less than 2 hours except as provided in Section C, below.
8. The foregoing disbursement provisions apply whether the interpreter has been engaged to interpret for a deaf or hard of hearing person, to mentor other interpreters, or to lead interpreter skill development sessions.
9. When providing interpreting and transliterating services for more than one (1) day at national, regional, or statewide meetings or conferences held in the State of North Carolina, the hiring agency may negotiate with the Vendor an all-inclusive flat fee for the meeting or conference in lieu of paying the Vendor the standard and enhanced hourly rates specified in RFA Section VI. B and the Travel Expenses specified in RFA Section VI. C. The fee must be agreed upon in advance.

### B. Travel Expenses

1. The only travel expense approved for an Individual Vendor is mileage charges, UNLESS and EXCEPT when a Vendor is requested to accept an assignment that will require an overnight stay. When an overnight stay is included in an assignment, the Vendor may bill the Hiring Agency or Requestor his or her travel expenses pursuant to the terms of the Travel Policies for State Employees. Those policies are set out in Section 5.1 of the State Budget Manual, which can be found online at: <https://www.osbm.nc.gov/budman5-travel-policies#TP5>

*Note: For mileage charges, follow the Office of State Budget and Management (OSBM) mileage rate which may be modified from time to time by the State Budget Director. Notice of such modifications may be found online at: <https://www.osbm.nc.gov/budman5-travel-policies> (Click on “Budget Publications Memorandums” and then type in “Mileage Rate” in the search field. Follow the most recent mileage memo.)*

The Travel Policies for State Employees in Section 5.1 of the State Budget Manual, and all future amendments thereto, are adopted and incorporated herein by reference.

***NOTE:** Section 2. and 3. below include opportunities for contractors to add hours of service to their invoices for miles driven when they exceed seventy-five (75) miles for number 2., and, one-hundred fifty (150) miles for number 3. All contractors should be aware that the DHHS makes every effort within its scheduling scheme to schedule interpreters/transliterators to every assignment that are less than seventy-five miles from the actual work assignment location. Approximately ninety (90) percent of assignments are within the seventy-five (75) mile radius.*

2. If the Individual Vendor travels seventy-five (75) miles or more from the point of departure to the location of an engagement and then seventy-five (75) miles or more from the location of the engagement back to the point of departure, the Vendor may bill the Hiring Agency an additional **1.5 hours** for each leg of the trip, provided the Vendor obtains the Hiring Agency’s prior written approval to do so. If the Vendor does not return to the point of departure immediately following the engagement because of intervening business or personal reasons, the Vendor may not bill the Hiring Agency for the return trip. The additional time will be reimbursed at the standard rate, regardless of the day or time of the travel.
3. If the Individual Vendor travels one-hundred twenty five (125) miles or more from the point of departure to the location of an engagement and then one-hundred twenty five (125) miles or more from the location of the engagement back to the point of departure, the Vendor may bill the Hiring Agency for **2 hours** for each leg of the trip, provided the Vendor obtains the Hiring Agency’s prior written approval to do so. If the Vendor does not return to the point of departure immediately following the engagement because of intervening business or personal reasons, the Vendor may not bill the Hiring Agency for the return trip. The additional time will be reimbursed at the standard rate, regardless of the day or time of the travel.
4. If an overnight stay is required pertaining to the assignment, Individual Vendor will be reimbursed for the hotel and meals. If number 2 and 3 under Travel Expenses do not satisfy the additional time needed for reimbursement at the standard rate due to unusual circumstances, the time may be negotiated and must be pre-approved by the Hiring Agency or Requestor. This may also include additional hourly charges for unusual circumstances depending on the nature of the work, size of audience, or preparation time required.



### **C. Cancellations, Late Arrivals and Other Circumstances**

1. If an interpreting engagement is cancelled and the Agency Vendor receives notice of the cancellation twenty-four (24) or fewer hours before the engagement was scheduled to begin, the Hiring Agency will pay the Agency Vendor a fee equal to the total number of hours scheduled for the engagement times the applicable hourly rate. However, the Agency Vendor shall not be reimbursed for any travel expenses. This includes pre-approved additional times.
2. If an interpreting engagement is cancelled after the interpreter arrives at or is in route to the site of the engagement, the Hiring Agency will pay the Agency Vendor a fee equal to the total number of hours scheduled for the engagement times the applicable hourly rate and will also reimburse the Vendor for the interpreter's travel expenses, if the Vendor obtained the Hiring Agency's or Requestor's prior written approval for those expenses.
3. Cancellations may occur in lieu of severe meteorological weather conditions. Payment for services may be authorized when it is necessary for a contractor to cancel because of severe meteorological weather conditions. These conditions must be in process or forecast by a local or national weather forecasting service in a current or imminent timeframe. In addition, the severe meteorological weather conditions must be occurring or in the imminent future in the route that encompasses traveling to the consumer's location from the Vendor's duty station or home, whichever applicable. The Vendor MUST contact the Hiring Agency Office to explain the weather-related circumstances, and the Hiring Agency must send a written document/email message to the Contractor that approves the submittal of an invoice.

If approval to submit an invoice is granted, the Hiring Agency will only pay the Vendor a fee up to one-half the number of hours scheduled for the assignment multiplied by the applicable hourly rate, and the Vendor shall not be compensated for travel expenses.

**The Hiring Agency reserves the right to reject the Vendor's claim and deny submittal of an invoice.**

4. If an interpreting engagement is cancelled because of events beyond DHHS's control such as necessary roadway detours an interpreter may encounter, or obstructions in roadways that result in traffic stoppages (i.e. vehicle accidents), the Vendor shall not be compensated for the lost time or travel expenses.
5. If the Vendor finds that he or she will be late for an assignment, the Vendor shall immediately notify the Hiring Agency or Requestor of that fact. If the Vendor arrives late for an assignment, they may only bill from the time of their arrival until the original confirmed end time; the two (2) hour minimum will not apply.

Example: The confirmed assignment time is 9 am to 11 am. The Vendor arrives at 9:30 am. They bill from 9:30 am to 11 am.

Example: The confirmed assignment time is 9 am to 12 noon. The Vendor arrives at 9:30. They bill from 9:30 to 12 noon.

6. If the Vendor must leave the assignment early for their own reason(s), they must seek approval from the Hiring Agency or Requestor and may not bill for the time after they leave. The two-hour minimum will not apply.

Example: The confirmed assignment time is 9 am to 11 am. The Vendor must leave at 10:30 due to illness. They bill from 9 am to 10:30 am

7. If the Agency Vendor cannot identify and assign a qualified interpreter for an engagement at least forty-eight (48) hours before the engagement is scheduled to begin, the Hiring Agency or Requestor may cancel its work order or request and make a request to another Agency Vendor; no services may be billed by the original Vendor.

#### D. Invoicing

The Agency Vendor must submit invoices to the Hiring Agency or Requestor within thirty (30) contiguous days after services are provided, using the form that is attached hereto as Attachment B.

**Note: The invoicing processes may be handled differently from one division to another. The interpreting agency must confirm with the requestor on invoicing procedures as each agency may have different requirements.**

### VII. INSTRUCTIONS TO APPLICANTS

1. **Award or Rejection:** All complete applications will be evaluated against the requirements of the RFA. The Department reserves the unqualified right to reject any or all offers if rejection serves the best interests of the State. Applicants will be notified of application status via letter upon completion of application review.
2. **Cost of Application Preparation:** The Department will not reimburse any Applicant for any Application costs.
3. **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.
4. **Oral Explanations:** The Department will not be bound by oral explanations or instructions given at any time during the RFA process or afterward.
5. **Reference to Other Data:** Only information that is received in response to this RFA will be evaluated; references to information previously submitted in other applications or proposals will not be considered.
6. **Titles:** Titles and headings in this RFA are for convenience only and shall have no binding force or effect.
7. **Form of Application:** Applications must be submitted in the form and format specified by this RFA and must provide the information specified in this RFA.
8. **Acceptance of RFA Terms & Conditions:** All Applications are subject to the terms and conditions outlined herein. All Applications shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, or other documents as part of an Application shall be

waived and have no effect either on this Request for Applications or on any contract that may be awarded through this solicitation. By submitting an executed Application, the Applicant specifically agrees to the conditions set forth in this paragraph.

9. **Right to Submitted Material:** All responses, inquiries, or correspondence relating to this RFA, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by an Applicant shall become the property of DHHS when received.
10. **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.
11. **Agency and Organization's Representative:** Each Applicant shall submit with its Application the name, address, and telephone number of the person(s) with authority to bind the Applicant and answer questions or provide clarification concerning the Application.
12. **Subcontracting:** The Applicant may propose to use subcontractors provided that the Application clearly indicates the scope of the work to be subcontracted and to whom the work will be subcontracted.
13. **Trade Secrets:** Trade secrets will be kept confidential to the extent permitted by G.S. 132-1.2 and 01 NCAC 5B .1501, provided that each page that contains a trade secret is marked "CONFIDENTIAL" before it is submitted to the Department.
14. **Historically Underutilized Businesses:** Pursuant to G.S. § 143-48 and Executive Order Number 106, the Department invites and encourages participation in this RFA by businesses owned by minorities, women, the disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled.
15. **RFA Highlight List:** Within the application packet is an RFA highlight list, it must be initialized, signed where indicated and submitted with the required application forms.
16. **Questions:** Questions about the RFA specifications may be submitted to the Department via email, telephone or written correspondence. Please use the email address, telephone number or mailing address listed on first page of this RFA when submitting such questions. Responses will be made promptly by the Communication Access Manager at DSDHH.
17. **Submission of Application:** Applicants may contact the nearest Regional Center or the home office of the Division of Services for the Deaf and the Hard of Hearing for an application packet. Go to <http://www.ncdhhs.gov/dsdhh/where.htm> to find the Regional Center that serves your location. Mail **one signed original** of your application to the Mail Service Center address on page 1 of the RFA. A "signed original" is a document that bears hand-written signatures rather than photocopies of hand-written signatures. Faxed applications will not be reviewed.
18. **Incomplete Applications:** Incomplete applications will be returned to the Applicant without being reviewed. An application checklist will be sent to the applicant indicating what information is incomplete.
19. **Deadline for Submission of Application:** Please have the complete application sent before November 1, 2020 to be eligible for work with DHHS effective November 1, 2020; however, applications may continue to be accepted until July 30, 2021.

[Remainder of Page Intentionally Left Blank]

## VIII. THE APPLICATION

1. A complete application consists of the following documents:
  - a. A cover letter on the Applicant's letterhead stationery;
  - b. The Application (Attachment D);
  - c. The Application Execution Page, signed by a person who is authorized to create a contract between the Applicant and the Department and to bind the Applicant to the terms of this RFA (Attachment E);
  - d. Affidavit of No Conflict of Interest Policy (Attachment F) (non-profit organizations only);
  - e. The Affidavit Regarding Conflict of Interest Policy (non-profit organizations only) (Attachment G);
  - f. A copy of the Applicant's 501(c) exemption letter from the IRS (non-profit organizations only);
  - g. The Applicant's Conflict of Interest Policy (non-profit organizations only);
  - h. Agreement to require vendor's employees assigned to a DSOHF facility to be immunized and show proof of such before reporting to an assignment. (Attachment H);

Per the Division of State Operated Healthcare Facilities (DSOHF) policy 182-AL, effective April 1, 2017, all DSOHF employees and others who work in DSOHF facilities must be immune (unless there is an approved religion or medical exemption based on a medical contra-indication, as described by the US Center for Disease Control, Advisory Committee on Immunization Practices [CDC/ACIP]) to the following:

1. Measles
2. Mumps
3. Rubella (German measles)
4. Varicella (Chickenpox)
5. Pertussis (Whooping cough)
6. **An annual influenza vaccination will also continue to be required to work within a DSOHF facility. The influenza vaccine is due by 11/1 of each year and evidence to support having this vaccine must be dated prior to this date** (Unless an individual is applying for a contract after 11/1. In that case, the evidence to support the influenza vaccine must have a recent date).

DSDHH realizes that a vendor may have interpreters that do not desire to work in a DSOHF facility. If a vendor's interpreter elects to work in a DSOHF location, the immunization records must be provided for the specific interpreter, including evidence of the influenza vaccine. If a vendor's interpreter elects to NOT work in a DSOHF location, immunization records are not necessary for the specific interpreter.

If a vendor's interpreter elects to apply for an exemption due to a bona fide religious or medical reason, DSDHH will send documentation to the vendor for the specific interpreter to complete. The interpreter will not be allowed to work in a DSOHF until the documentation has been completed and approved by DSDHH.

If you choose to provide proof of immunizations and work in a DSOHF facility, you may be required to be tested for Tuberculosis (TB).

*“Unfortunately, there is no national organization that maintains vaccination records. The records that exist are the ones you or your parents were given when the vaccines were administered and the ones in the medical record of the doctor or clinic where the vaccines were given. If you can’t find your personal records or records from the doctor, you may need to get some of the vaccines again. While this is not ideal, it is safe to repeat vaccines. The doctor can also sometimes do blood tests to see if you are immune to certain vaccine-preventable diseases.” (“Vaccine Information for Adults”, Center for Disease Control, 2016, [www.cdc.gov/vaccines/adults/vaccination-records.html](http://www.cdc.gov/vaccines/adults/vaccination-records.html))*

- i. Initialized and Signed ISVL RFA Highlight List (Attachment I); and,
- j. A copy of the Applicant’s State of North Carolina Substitute W-9 Form (Attachment J)
- k. The items listed in number 1 (a), (d), (i), and (j), above, must be signed by the same person who signed the Application Execution Page.
- l. Agency Vendors must return one (1) signed and completed original.

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## ATTACHMENT A

### GENERAL TERMS AND CONDITIONS

1. **Contract Documents:** The Contracts that are awarded as a result of this RFA shall consist of the following documents:
  - (a) This RFA; and
  - (b) The Vendor's Application.

In the event of a conflict between or among the terms of the Contract Documents, the terms in the RFA shall control. These documents constitute the entire agreement between the parties and supersede all other prior oral or written statements or agreements.

#### 2. Relationships of the Parties

- a. **Independent Contractor:** The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Department.
- b. **Subcontracting:** The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the Department. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The Department shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all its subcontractors.
- c. **Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
  - (1) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
  - (2) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event, shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

- d. **Beneficiaries:** Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and

Contractor that any such person or entity, other than the Department or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

**3. Indemnity and Insurance:** The Contractor agrees to indemnify and hold harmless the Department, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract

#### **4. Term and Termination**

a. **Term:** Contracts arising out of this RFA shall be effective on November 1, 2017 or upon the Department's acceptance of the Contractor's application, whichever occurs later, and shall terminate on October 30, 2018. The contract may be renewed for two (2) optional years in one (1) year increments.

b. **Termination without Cause:** The Department may terminate this contract without cause by giving **30 days written notice** to the Contractor.

c. **Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the Department shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of the Contractor's breach of this agreement, and the Department may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from such breach can be determined. In case of default by the Contractor without limiting any other remedies for breach available to it, the Department may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract. Having fewer than five interpreters under contract either as owners, employees or independent contractors shall also be an act of default under this contract. **The Department may terminate this contract immediately for cause if the Department determines that the interpreter provided by the contractor has violated the RID Code of Professional Conduct.**

**5. Waiver of Default:** Waiver by the Department of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the Department and the Contractor and attached to the contract.

**6. Availability of Funds:** The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Department.

**7. Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**8. Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless



specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

## 9. Compliance with Applicable Laws

- a. **Compliance with Laws:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- b. **Equal Employment Opportunity:** The Contractor shall comply with all federal and State laws relating to equal employment opportunity.
- c. **Health Insurance Portability and Accountability Act (HIPAA):** The Contractor agrees that, if the Department determines that some or all the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended (“HIPAA”), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Department may require to ensure compliance.

**10. Confidentiality:** Any information, data, instruments, documents, studies or reports acquired by the Contractor under this agreement shall be kept confidential and not divulged or made available to any individual or organization without the prior written approval of the Department. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

## 11. Oversight

- a. **Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions. Upon the Department’s request, the Contractor shall provide the Department with copies of any one or more or all of the contracts between the Contractor and its interpreters.
- b. **Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Department. The Department of Health and Human Services' basic records retention policy requires all records to be retained for a minimum of three years following completion or termination of the contract. If the contract is subject to Federal policy and regulations, record retention will normally be longer than one year since records must be retained for a period of one year following submission of the final Federal Financial Status Report, if applicable, or one year following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this contract has been started before expiration of the one year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular one year period described above, whichever is later.

## 12. Miscellaneous

- a. Contract Administrators:** All questions relating to the administration or interpretation of this contract should be addressed to:

Division of Services for the Deaf and the Hard of Hearing  
Attn: Communication Access Manager  
2301 Mail Service Center  
820 S. Boylan Avenue  
Raleigh, NC 27699-2301  
Phone: (919) 527-6951  
Email: [lee.williamson@dhhs.nc.gov](mailto:lee.williamson@dhhs.nc.gov)

All questions relating to the administration or interpretation of a Work Order issued under this contract should be addressed to the person who issued the Work Order.

- b. Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.
- c. Amendment:** This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by a duly authorized representative of the Department and the Contractor.
- d. Severability:** In the event a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.
- e. Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.
- f. Time of the Essence:** Time is of the essence in the performance of this contract.
- g. Key Personnel:** The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Department. The term “key personnel” includes all persons identified by as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.
- h. Advertising:** The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

**ATTACHMENT B – Interpreter Services Invoice**

*(Excel formatted copy will be sent to vendor for use after acceptance of application)*

Revision 9/28/2020

DHHS ISVL Invoice for Agency Contractor			
Agency Name: _____ Address 1: _____ Address 2: _____ City: _____ State: _____ Zip: _____	INVOICE # _____  DATE SUBMITTED: _____ First Submission <input type="checkbox"/> Re-Submission <input type="checkbox"/> Past Due or Late <input type="checkbox"/>		
<b>BILL TO:</b> DHHS Division or Office Name: _____ Attention: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	<p style="text-align: center;"><i>Questions pertaining to the ISVL should be referred to the Communication Access Manager at the Division of Services for the Deaf and the Hard of Hearing at 919.527.6930 or lee.williamson@dhhs.nc.gov</i></p> <p style="text-align: center;"><i>Questions regarding the invoice and/or the assignment should be referred to the requestor.</i></p>		
ASSIGNMENT INFORMATION			
Date of Assignment: _____	Requestor: _____		
Interpreter Name: _____			
Consumer Name: _____			
Description of Assignment: _____			
Original Hours Scheduled: _____	Start Time: _____	End Time: _____	
Hours Billed: _____	Start Time: _____	End Time: _____	
Services Provided			
<input type="checkbox"/> Interpreting <input type="checkbox"/> Mentoring <input type="checkbox"/> Training <input type="checkbox"/> NDBEDP <input type="checkbox"/> Tactile (TASL) <input type="checkbox"/> Other (specify _____)			
	<b>Total Hours</b>	<b>Rate Per Hour</b>	<b>Services Total</b>
<b>Standard Rate:</b>		\$54.00	\$0.00
<b>Enhanced Rate (Evenings, Weekends, Holidays):</b>		\$81.00	\$0.00
<b>Flat Rate:</b>			
<b>SERVICES TOTAL:</b>			<b>\$0.00</b>
Travel and Other Expenses			
<input type="checkbox"/> One Way <input type="checkbox"/> Roundtrip			
From: _____	<b>Number of Miles</b>	<b>Rate Per Mile</b>	<b>Mileage Total</b>
To: _____		0.575	\$0.00
Additional Mileage Rates			
<b>Additional Mileage Rates</b>			
Add 1.5 hours (regular rate) for travel 75 miles or more each way			
Add 2 hours (regular rate) for travel 125 miles or more each way			
	0.00		\$0.00
Other Expenses (Hotel, Meals, Parking (please attach receipt):			\$0.00
<b>TRAVEL TOTAL:</b>			<b>\$0.00</b>
GRAND TOTAL			
Total Services Provided:			\$0.00
Total Mileage & Other Expenses:			\$0.00
<b>TOTAL INVOICED:</b>			<b>\$0.00</b>
For DHHS Agency Use Only			
<b>Reviewed By:</b> _____			
Title: _____			
Date: _____			
<b>Approved By:</b> _____			
Title: _____			
Date: _____			
<b>Budget Code:</b> _____			

# ATTACHMENT C – Interpreting Services Consumer Report

DHHS Information		
Your Name:	Your Division/Office:	
Today's Date:	Contact Information:	
Contractor Information		
This report is for:	Individual Contractor <input type="checkbox"/>	Agency Contractor <input type="checkbox"/>
	Interpreter's name:	Agency Name:
If this report is for a Business Contractor, please indicate the individual who you are reporting and their position (i.e. interpreter, receptionist, scheduler, etc.):		
Please list any additional names pertinent to this report:		
Briefly explain the reason for this report:		
Performance Evaluation		
Please check the following boxes to indicate areas related to the report. If applicable, please provide a brief description or example.		
Personal and Professional Conduct:	If applicable, please explain:	
<input type="checkbox"/> Possess or provides interpreters who possess valid NC Interpreter/Transliterater License		
<input type="checkbox"/> Provides interpreting services in preferred mode of communication to the individuals(s) with hearing loss.		
<input type="checkbox"/> Provides adequate notice for cancellations.		
<input type="checkbox"/> Other:		
Adheres to the NAD/RID "Code of Professional Conduct" (see below 1 – 6):	If applicable, please explain:	
<input type="checkbox"/> 1. Adheres to standards of confidential communication.		
<input type="checkbox"/> 2. Possess professional skills and knowledge require for the specific interpreting situation.		
<input type="checkbox"/> 3. Conduct themselves in a manner appropriate to the specific interpreting situation.		
<input type="checkbox"/> 4. Demonstrate respect for consumers.		
<input type="checkbox"/> 5. Demonstrate respect for colleagues, interns and students of the profession.		
<input type="checkbox"/> 6. Maintains ethical business practices.		
Invoicing:	If applicable, please explain:	
<input type="checkbox"/> Submits invoices within thirty days		
<input type="checkbox"/> Invoices according to agreed upon rates of service and additional expenses.		
Additional Comments		
Please feel free to express any additional comments:		
Signature:	Date:	
Please submit this report and any supporting documents to the Communication Access Manager for the Division of Services for the Deaf and Hard of Hearing:		
DSDHH 820 S. Boylan Ave. 2301 Mail Services Center Raleigh, NC 27699-2301 If you have any questions, please feel free to call or email at 919-527-6951 or <a href="mailto:lee.williamson@dhhs.nc.gov">lee.williamson@dhhs.nc.gov</a>		
For ISVL Administrator Only		
Received on:	Review Date:	Reviewed by:
Notes:		
Signature:	Date:	

**ATTACHMENT D**

**DHHS Interpreter Services  
Application to be Used by Agency Vendor**

Agency Name			
Federal Tax ID. No.			
Primary Contact			
Mailing Address	Street or PO Box		
	City, State, Zip		
Billing Address <input type="checkbox"/> Same as Above	Street or PO Box		
	City, State, Zip		
Primary Phone No.		<input type="checkbox"/> Home Phone <input type="checkbox"/> Office Phone <input type="checkbox"/> Mobile Phone	
Alternate Phone No.		<input type="checkbox"/> Home Phone <input type="checkbox"/> Office Phone <input type="checkbox"/> Mobile Phone	
Alternate Phone No.		<input type="checkbox"/> Home Phone <input type="checkbox"/> Office Phone <input type="checkbox"/> Mobile Phone	
Fax Number		Email Address	

**Interpreters Under Contract with Applicant**

Interpreter's Name	NC Interpreter and Transliterator License 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
		<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
		<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

[Attach as Many Additional Pages as Are Necessary to List All Interpreters Under Contract]

**ATTACHMENT E**

**APPLICATION EXECUTION PAGE**

DHHS Interpreting Services  
(For Interpreter Services Agencies)

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 one (1) or more interpreters or transliterators for the deaf 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 one (1) or more interpreters or transliterators for the deaf 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 interpreter agency 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 use the Applicant’s services and does not guarantee the Applicant any specific volume of work.

---

**Applicant’s Name**

---

**Authorized Representative’s Signature**

**Date**

---

**Printed Name**

**Title**

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

---

**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 #30-DSDHH-95058-20, is hereby **APPROVED**.

---

**Signature**

**Date**

The attached Application, submitted in Response to RFA #30-DSDHH-95058-20, is hereby **REJECTED**.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT F**

**AFFIDAVIT REGARDING CONFLICT OF INTEREST POLICY**

(For Non-Profit Agencies ONLY)

**STATE OF NORTH CAROLINA**

**COUNTY OF \_\_\_\_\_**

I, \_\_\_\_\_, a Notary Public for said State and County, certify that  
\_\_\_\_\_ personally appeared before me this day and  
acknowledged that he or she is (insert title) \_\_\_\_\_ of  
\_\_\_\_\_, a 501(c) not-for-profit organization,  
and that he or she has been authorized by that organization to affirm that the attached Conflict of Interest Policy  
was adopted by the governing body of said organization at a meeting of that body held on the \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

**SWORN TO AND SUBSCRIBED BEFORE ME**

on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

(Official Seal)

My Commission expires on \_\_\_\_\_, \_\_\_\_\_.

## ATTACHMENT G – (For Non-Profit Agencies ONLY)

### SAMPLE CONFLICT OF INTEREST POLICY

This sample policy is provided as a guide for those non-profit organizations that have not already adopted a conflict of interest policy. It is not intended to be used verbatim. The sample should be modified to fit the circumstances of the organization adopting it.

#### CONFLICT OF INTEREST POLICY OF [Insert name of 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's duties, seek only the furtherance of the Organization's mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title or the Organization's name or property, for private profit or benefit.

1. 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.
2. Board or other governing body members 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.
3. 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:
  - a. The Board member or other governing person, officer, employee, or agent;
  - b. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
  - c. An organization in which any of the above is an officer, director, or employee;



- d. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.
4. **Duty to Disclose:** 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.
  5. **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.
  6. 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.
  7. **Violations of the Conflict 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.
  8. **Record of Conflict:** The minutes of the governing board and all committees with board delegated powers shall contain:
    - a. 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.
    - b. 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.

Adopted by the Board on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

Signature of Governing Board Chair or Vice Chair

---

Signature of Governing Board Secretary or Treasurer

## ATTACHMENT H

### Agreement to have employees being assigned to DSOHF facility being immunized

Applicants wishing to assign employees to work in any of the Healthcare facilities requires an annual influenza vaccination. Vendors who do not submit proof of immunization for assigned employee will not be able to work in any DSOHF Facility.

Per the Division of State Operated Healthcare Facilities (DSOHF) policy 148-AL (1), effective August 15, 2013, all DSOHF employees and others who work in DSOHF facilities are required to have an influenza vaccination in order to work for or within a DSOHF facility.

The Division of State Operated Healthcare Facilities is a division within the North Carolina Department of Health and Human Services which includes the following:

#### Alcohol and Drug Abuse Treatment Centers

- Julian F. Keith ADATC
- R.J. Blackley ADATC
- Walter B. Jones ADATC

#### Developmental Centers

- Caswell Developmental Center
- J. Iverson Riddle Developmental Center
- Murdoch Developmental Center

#### Neuro-Medical Treatment Centers

- Black Mountain Neuro-Medical Treatment Center
- O'Berry Neuro-Medical Treatment Center
- Longleaf Neuro-Medical Treatment Center

#### Psychiatric Hospitals

- Broughton Hospital
- Central Regional Hospital
- Cherry Hospital

#### Residential Programs for Children

- Whitaker Psychiatric Residential Treatment Facility
- Wright School

#### Excerpts from Policy:

- A. Covered Individuals: This policy of required influenza vaccination applies to *all* DSOHF employees, volunteers, students, trainees, and contracted and temporary workers working for or within a DSOHF facility and all other DHHS employees whose assigned primary worksite is in or on the grounds of a DSOHF facility. This includes contracted and temporary workers, such as, but not limited to, clinical consultants and temporary support and administrative staff.

B. Proof of Annual Influenza Vaccination: All covered individuals shall present a certificate of immunization to the immediate supervisor by **October 1, 2020** and by **January 1** for each year thereafter. Proof of immunization must include a note or receipt with: 1) the covered individual's name, 2) the name of the healthcare provider administering the vaccine; 3) date of vaccination; 4) place of vaccination and 5) vaccine product name. The note or receipt must be signed by a licensed nurse, physician, pharmacist, physician's assistant or other representative of the place where the vaccine was administered. A print-out of the covered individual's vaccination record from the NC Immunization Registry showing proof of vaccination with influenza vaccine for the current year may also be provided in place of a note or receipt.

All other terms and conditions as set forth in the original document shall remain in effect for the duration of this agreement.

I do wish to provide proof of immunizations for those employees of the applicant assigned to a Healthcare facility. I understand doing so will result in being able to accept assignments in DHHS State Operated Health Care Facilities.

---

Signature Title & Agency Date

I do not wish to provide proof of immunizations for those employees of the applicant. I understand doing so will result in my inability to accept assignments in DHHS State Operated Health Care Facilities.

---

Signature Title & Agency Date

[Remainder of Page Intentionally Left Blank]

## ATTACHMENT I

### Interpreting Service Vendor List (ISVL) Request for Applications Application Highlight List November 1, 2020 – October 30, 2021

The highlight list is a pre-application requirement to be read by and signed by the applicant. It highlights certain specifications within the ISVL RFA application packet. The Applicant may contact DSDHH staff listed in the ISVL RFA application packet under Section I – Purpose, if questions arise after reading the list or going through the ISVL RFA application packet.

Please Initialize to indicate that you have read the statements and understand.

1. \_\_\_\_\_ I understand the ISVL agreement is specific only to Divisions, Sections, Branches, Units, Offices, Facilities or Institutions under the Department of Health and Human Services (DHHS).
2. \_\_\_\_\_ Upon acceptance of my application, I will be included in a vendor list to provide sign language interpreting or transliterating service, or to mentor other interpreters, or to lead interpreter skill development sessions for DHHS. (The vendor list is separate from the DSDHH online licensed interpreter directory.)
3. \_\_\_\_\_ Within the RFA is a Consumer Report (Attachment C) which may include feedback from consumers, DHHS staff and others regarding my performance. It will be reviewed by the designated RFA administrator (Communication Access Manager of the Division of Services for the Deaf and the Hard of Hearing) and shared with me. The report may include some concerns or positive comments about my performance.
4. \_\_\_\_\_ If I am not in compliance with NAD/RID Code of Professional Conduct, consumers of my services could do any of the following:
  - a. Compile an ISVL Consumer Report
  - b. Report to the NC Interpreter and Transliterating Licensure Board
  - c. Report to RID's Ethical Practices System.
5. \_\_\_\_\_ As a professional courtesy, I will respond to requests within a timely manner whether or not I am available.
6. \_\_\_\_\_ A web-based software application that could automate scheduling and billing processes may eventually be acquired and I will be required to use the online application, and should have access to Internet Explorer in order to participate in the day to day transactions.

7. \_\_\_\_\_The RFA has a detailed payment schedule under VI-Disbursement, Part A, to help me charge for my services at standard and enhanced rates, including how to bill.
8. \_\_\_\_\_An all-inclusive flat fee for interpreting or transliterating services may be offered on a case by case basis for national, regional, or statewide meetings or conferences held in NC that last more than one (1) day.
9. \_\_\_\_\_It is my responsibility to keep up with the mileage rate which may change during the term of the agreement and follow policies set forth in the DHHS Office of State Budget and Management manual, Section 5.1.
10. \_\_\_\_\_I may bill pre-approved additional hours for travel as outlined in Section B-Travel Expenses, Part 2 and 3.
11. \_\_\_\_\_If travel expenses do not satisfy the additional time needed for reimbursement at the standard rate due to unusual circumstances; the time may be negotiated and must be pre-approved by the hiring agency or requestor. This may also include additional hourly charges for unusual circumstances depending on the nature of the work, size of audience, or preparation time required.
12. \_\_\_\_\_I have read Section VI. Disbursements, Section C regarding Cancellations, Late Arrivals and Other Circumstances of the RFA and understand how they are handled.
13. \_\_\_\_\_During the term of the agreement, if I change my address, I need to fill out a State of North Carolina Substitute W-9 form, specifically the "Modification to Existing Vendor Records" section, and mail it to the Communication Access Manager.
14. \_\_\_\_\_I will be diligent and pay attention to details when filling out the ISVL invoice which needs to be submitted within 30 days of the assignment. I understand that invoices process may vary from one division to another.

Note: Applications may be submitted during the term of the agreement; prior to November 1, 2020 and until the end of the application term, June 30, 2021.

I, (please print) \_\_\_\_\_have read the ISVL highlight list and understand the terms and conditions of the RFA agreement.


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Signature

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Date

REV 01/2019

<p><b>NC Office of the State Controller</b> (IRS Form W-9 will not be accepted in lieu of this form) <b>*Denotes a Required Field</b></p>	<p><b>STATE OF NORTH CAROLINA</b> <b>SUBSTITUTE W-9 FORM</b> <b>Request for Taxpayer Identification Number</b></p>			
Section 1 – Taxpayer Identification	<p><b>*1.</b> <input type="checkbox"/> Social Security Number (SSN), OR <input type="checkbox"/> Employer Identification Number (EIN), OR <input type="checkbox"/> Individual Taxpayer Identification Number (ITIN)</p> <p><b>*2.</b> <input style="width: 100px;" type="text"/></p> <p style="font-size: 8px; color: red;">(PRESS THE TAB KEY TO ENTER EACH NUMBER)</p>	<p>Please select the appropriate Taxpayer Identification Number (EIN, SSN, or ITIN) type and enter your 9-digit ID number. The U.S. Taxpayer Identification Number is being requested per U.S. Tax Law. Failure to provide this information in a timely manner could prevent or delay payment to you or require The State of NC to withhold 24% for backup withholding tax.</p>		
	<p><b>*4. Legal Name</b> (as shown on your income tax return):</p> <input style="width: 100%;" type="text"/>	<p><b>3. Dunn &amp; Bradstreet Universal Numbering System (DUNS)</b> (see instructions)</p> <input style="width: 100%;" type="text"/> <p style="font-size: 8px; color: red;">(PRESS THE TAB KEY TO ENTER EACH NUMBER)</p>		
	<p><b>5. Business Name/DBA/Disregarded Entity Name</b>, if different from Legal Name:</p> <input style="width: 100%;" type="text"/>			
	Contact Information			
	<p><b>*6. Legal Address</b> <b>(DO NOT TYPE OR WRITE IN THIS FIELD)</b></p> <p><b>*Address Line 1:</b> <input style="width: 100%;" type="text"/></p> <p><b>Address Line 2:</b> <input style="width: 100%;" type="text"/></p> <p><b>*City</b> <input style="width: 150px;" type="text"/> <b>*State</b> <input style="width: 50px;" type="text"/> <b>*Zip (9 digit)</b> <input style="width: 100px;" type="text"/></p> <p><b>*County</b> <input style="width: 100%;" type="text"/></p>	<p><b>7. Remittance Address</b> (Location specifically used for payment that is different from Legal Address, if applicable)</p> <p><b>Address Line 1:</b> <input style="width: 100%;" type="text"/></p> <p><b>Address Line 2:</b> <input style="width: 100%;" type="text"/></p> <p><b>City</b> <input style="width: 150px;" type="text"/> <b>State</b> <input style="width: 50px;" type="text"/> <b>Zip (9 digit)</b> <input style="width: 100px;" type="text"/></p> <p><b>County</b> <input style="width: 100%;" type="text"/></p>		
	<p><b>*8. Contact Name:</b> <input style="width: 100%;" type="text"/></p> <p><b>*9. Phone Number:</b> <input style="width: 100%;" type="text"/></p> <p><b>10. Fax Number:</b> <input style="width: 100%;" type="text"/></p> <p><b>11. Email Address:</b> <input style="width: 100%;" type="text"/></p>			
	<p style="text-align: center;"><b>*12. Entity Type</b></p> <p><input type="checkbox"/> Individual/Sole Proprietor/Single-member LLC    <input type="checkbox"/> C-Corporation    <input type="checkbox"/> S-Corporation</p> <p><input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/Estate    <input type="checkbox"/> Other <input style="width: 100px;" type="text"/></p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, F=Partnership) <input style="width: 100px;" type="text"/></p> <p style="font-size: 8px;">Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p>	<p style="text-align: center;"><b>*13. Entity Classification</b></p> <p><input type="checkbox"/> Medical Services</p> <p><input type="checkbox"/> Legal/Attorney Services</p> <p><input type="checkbox"/> NC Local Govt</p> <p><input type="checkbox"/> Federal Govt</p> <p><input type="checkbox"/> NC State Agency</p> <p><input type="checkbox"/> Other Govt</p> <p><input type="checkbox"/> Other (specify) <input style="width: 100px;" type="text"/></p>	<p style="text-align: center;"><b>14. Exemptions</b> (see instructions)</p> <p>Exempt payee code (if any): <input style="width: 100%;" type="text"/></p> <p>Exemption from FATCA reporting code (if any): <input style="width: 100%;" type="text"/></p>	
	Section 2 - Certification	<p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> <li>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and</li> <li>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding because of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and</li> <li>3. I am a U.S. citizen or other U.S. person (defined later in general instructions), and</li> <li>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li> </ol> <p>Certification instructions: Please refer to the IRS Form W-9 located on the IRS Website (<a href="https://www.irs.gov/">https://www.irs.gov/</a>):</p>		
		<p><b>*Printed Name:</b> <input style="width: 100%;" type="text"/></p>	<p><b>*Printed Title:</b> <input style="width: 100%;" type="text"/></p>	
		<p><b>*Authorized U.S. Signature:</b> <input style="width: 100%;" type="text"/></p>	<p><b>*Date:</b> <input style="width: 100%;" type="text"/></p>	

Please complete the "Modification to Existing Vendor Records" section below if there have been any changes to the following: Tax Identification Number (TIN), Legal Name, Business Name, Remittance Address

Return to the NC State Agency from which you are requesting payment.

NC Office of the State Controller  
**\*Denotes a Required Field**  
 This form is to be completed by the vendor.

**STATE OF NORTH CAROLINA**  
**SUBSTITUTE W-9 FORM**  
**Modification to Existing Vendor Records**



This form is to be completed by the vendor if one or more of the following have changed:

1. Change of remittance address.
2. Change of Social Security Number (SSN), or Employer Identification Number (EIN), or Individual Taxpayer Identification Number (ITIN).
3. Change of Vendor Name.

Please complete the applicable sections below.

**Section 1:**

**CHANGE FROM: Remittance Address**

*Address Line 1:		
Address Line 2:		
*City	*State	*Zip (9 digit)
*County		

**CHANGE TO: Remittance Address**

*Address Line 1:		
Address Line 2:		
*City	*State	*Zip (9 digit)
*County		

**NOTE:** If you would like to receive your payments electronically, please complete the [Vendor Electronic Payment Form](#)

**Section 2:**

**\* CHANGE FROM: SSN, or EIN, or ITIN**

<input style="width: 100%; height: 15px;" type="text"/> (PRESS THE TAB KEY TO ENTER EACH NUMBER)
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**\* CHANGE TO: SSN, or EIN, or ITIN**

<input style="width: 100%; height: 15px;" type="text"/> (PRESS THE TAB KEY TO ENTER EACH NUMBER)
---

**Section 3:**

**CHANGE FROM: Vendor Name**

*Legal Name:
Business Name/DBA/Disregarded Entity Name, if different from Legal Name:

**CHANGE TO: Vendor Name**

*Legal Name:
Business Name/DBA/Disregarded Entity Name, if different from Legal Name:

*Printed Name:	*Printed Title:
*Authorized U.S. Signature:	*Date:

**General Instructions**

For General Instructions, please refer to the IRS Form W-9 located on the IRS Website (<https://www.irs.gov/>).

**Specific Instructions****Section 1 -Taxpayer Identification**

1. **Taxpayer Identification Type.** Check the type of identification number provided in box 2.
2. **Taxpayer Identification Number (TIN).** Enter taxpayer's nine-digit Employer Identification Number (EIN), Social Security Number (SSN), or Individual Taxpayer Identification Number (ITIN) without dashes.

Note: If an LLC has one owner, the LLC's default tax status is "disregarded entity". If an LLC has two owners, the LLC's default tax status is "partnership". If an LLC has elected to be taxed as a corporation, it must file IRS Form 2553 (S Corporation) or IRS Form 8832 (C Corporation).

3. **Dunn and Bradstreet Universal Numbering System (DUNS).** Vendors are requested to enter their DUNS number, if applicable.
4. **Legal Name.** Enter the legal name as registered with the IRS or Social Security Administration. In general, enter the name shown on your income tax return. Do not enter a Disregarded Entity Name on this line.
5. **Business Name.** Business, Disregarded Entity, trade, or DBA ("doing business as") name.

**Contact Information**

6. Enter your **Legal Address.**
7. Enter your **Remittance Address, if applicable.** A Remittance Address is the location in which you or your entity receives business payments.
8. Enter the **Contact Name.**
9. Enter your **Business Phone Number.**
10. Enter your **Fax Number, if applicable.**
11. Enter your **Email Address, if applicable.**

For clarification on IRS Guidelines, see [www.irs.gov](http://www.irs.gov).

12. **Entity Type.** Select the appropriate entity type.
13. **Entity Classification.** Select the appropriate classification type.

**Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code below.

14. **Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 - The United States or any of its agencies or instrumentalities
- 3 - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities
- 4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5 - A corporation
- 6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7 - A futures commission merchant registered with the Commodity Futures Trading Commission
- 8 - A real estate investment trust
- 9 - An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10 - A common trust fund operated by a bank under section 384(a)
- 11 - A financial institution
- 12 - A middleman known in the investment community as a nominee or custodian
- 13 - A trust exempt from tax under section 664 or described in section 4947.



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

If the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A - An organization exempt from tax under section 301(a) or any individual retirement plan as defined in section 7701(a)(37)
- B - The United States or any of its agencies or instrumentalities
- C - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E - A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F - A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G - A real estate investment trust
- H - A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I - A common trust fund as defined in section 384(a)
- J - A bank as defined in section 381
- K - A broker
- L - A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M - A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Section 2 - Certification**

To establish to the paying agency that your TIN is correct, you are not subject to backup withholding, or you are a U.S. person, or resident alien, sign the certification on NC Substitute Form W-9. You are being requested to sign by the State of North Carolina.

For additional information please refer to the IRS Form W-9 located on the IRS Website (<https://www.irs.gov/>).