

**TELECOIL-EQUIPPED HEARING AIDS**

RFA Posted On	July 5, 2022	
Open Application Periods	<b>September 1, 2022 through August 31, 2023.</b> The application period may be extended for two (2) additional years in one (1) year increments.	
Service	<b>Fitting and Servicing of Telecoil-Equipped Hearing Aids</b>	
Issuing Agency	Department of Health and Human Services Division of Services for the Deaf and the Hard of Hearing	
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**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 of the date 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; and, (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:	E-Mail Address:	
Contractor’s Street Address:	P.O. Box:	P.O. Box ZIP:
City, State & Street Address Zip:	Telephone Number:	
Name & Title Of Person Signing:	Fax Number:	
Signature:	Date:	

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

<b>NOTICE OF AWARD/FOR DSDHH USE ONLY:</b> Application accepted, and contract awarded on the _____ day of _____, 20 ____.		
By: _____		
Signature of Authorized Representative	Printed Name of Authorized Representative	Title of Authorized Representative

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**PREREQUISITE** – Hearing Aid Providers that participate in this contract must have behind-the-ear (BTE) telecoil equipped hearing aids available that also have additional technology built in: Bluetooth technology connectivity; AND MFi (made for iPhone, iPad, and iPod touch) technology connectivity; AND MFA (made for all others including Android) technology connectivity. In addition, each hearing aid provider will be expected to assist a consumer referred by the Division of Services for the Deaf and Hard of Hearing with synchronizing his/her Smartphone or Bluetooth enabled cell phone (even if the consumer has one) with a fitted telecoil equipped hearing aid, even if the hearing device requires the use of a streamer.

If the Audiologist or Hearing Instrument Specialist determines that an Applicant does not need the additional technology (MFi, MFA and Bluetooth connectivity) built-in the telecoil equipped hearing aid, the Audiologist or Hearing Instrument Specialist must provide justification in detailed written description of why you are not including the additional technology to the telecoil equipped hearing aid for the applicant and must have pre-authorization from DSDHH to proceed without the additional technology included.

## **SECTION 1.0 INTRODUCTION**

The North Carolina Division of Services for the Deaf and Hard of Hearing (DSDHH), through the Equipment Distribution Service (EDS) Program, provides telephones and other related equipment to eligible North Carolina residents with a hearing loss or speech disabilities. This service was established in 1999 by an action of the North Carolina Legislature (§ **62-157. Telecommunications relay service**) in conjunction with the telecommunications relay service. The intent of the EDS is to provide equipment which allows eligible individuals with hearing loss or speech disabilities to use the telephone effectively. The Division's Equipment Distribution Service (EDS) program can provide qualified Hard of Hearing individuals with one (1) new telecoil-equipped digital behind-the-ear hearing aid (or ITE if approved) and all additional technology: MFi and MFA and Bluetooth connectivity to facilitate telephone communication. The funds for this service come from a monthly surcharge that is levied on all residential and business local exchange access facilities pursuant to the terms of N.C. Gen.Stat.62-157.

The DSDHH has seven (7) Regional Centers (RC) located throughout the State. Individuals with a hearing loss or speech disabilities may contact a Regional Center to determine if the individual is eligible to receive equipment provided by the EDS, and if eligible, a qualified representative (telecommunication consultant) at the Regional Center assists the applicant in choosing the right equipment that will meet the applicant's communication needs. Applicants that contact a Regional Center seeking to become an EDS consumer undergo an extensive vetting process that includes a face-to-face information session with one of the Regional Center's qualified representatives. The Regional Center assists the applicants to complete an application where essential information is recorded regarding requirements that will represent a package that will be forwarded to the Deaf and Hard of Hearing Central Office for review and approval or disapproval.

If the applying individual has a copy of an audiogram and a copy of the Certification and Documentation of Equipment Need (**Attachment H**) that support that they had a hearing examination by a qualified Audiologist or Hearing Instrument Specialist within the preceding year, a part of the vetting process will not include the Regional Center sending the applicant to an Audiologist or Hearing Instrument Specialist. If the applying individual has a copy of a completed audiogram and a Certification and Documentation of Equipment Need form that support that they had a hearing examination, the document must be a most current version (9/1/22 or later); otherwise, the document cannot be used. If the applying individual does not have documents that support that he/she has had a hearing examination by a qualified Audiologist or Hearing Instrument Specialist within the preceding one year, the Regional Center will provide the individual with a listing of all locations that have been approved for fitting and servicing telecoil equipped hearing aids in the Regional Centers general area of coverage. It then becomes the individual's responsibility to choose one of the approved locations and schedule the hearing examination.

For purposes of this RFA, the DSDHH realizes that multiple situations may occur that eventually result in an individual getting a telecoil equipped hearing aid through funding provided by the EDS program. The following are examples of multiple situations:

Examples are:

- 1) An individual arrives at a hearing aid dispensing location to inquire about being examined and getting a hearing aid. The Contractor has reason to believe that the individual may qualify to receive a hearing aid and it be funded by the DSDHH's EDS program. The Contractor should administer an audiogram to the individual, and if the individual meets the hearing loss certification requirements outlined in the RFA, then complete a Certification of Documentation of Equipment Need form and give it to the individual along with a copy of a completed audiogram. Instruct the individual to contact one of the seven (7) DSDHH Regional Centers. Specific locations of the Regional Centers can be found on the DSDHH website. The DSDHH has an information sheet that provides information about the local Regional Center, please contact the Contract Manager for a copy.

The Regional Centers:

1. **Asheville Regional Center** - Telephone 828-665-8733  
Counties served – Buncombe, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, Mitchell, Polk, Swain, Transylvania, and Yancey
2. **Charlotte Regional Center** - Telephone 704-568-8556  
Counties served – Anson, Cabarrus, Gaston, Lincoln, Mecklenburg, Montgomery, Richmond, Rowan, Stanly, and Union
3. **Greensboro Regional Center** - Telephone 336-273-9692  
Counties served – Alamance, Davidson, Davie, Forsyth, Guilford, Randolph, Rockingham, Stokes, Surry, and Yadkin
4. **Morganton Regional Center** - Telephone 828-430-7185  
Counties served – Alexander, Alleghany, Ashe, Avery, Burke, Caldwell, Catawba, Cleveland, Iredell, McDowell, Rutherford, Watauga, and Wilkes
5. **Raleigh Regional Center** - Telephone 919-859-8526  
Counties served - Caswell, Chatham, Cumberland, Durham, Franklin, Granville, Harnett, Hoke, Johnston, Lee, Moore, Nash, Orange, Person, Vance, Wake, and Warren
6. **Wilmington Regional Center** - Telephone 910-251-5702  
Counties served - Bladen, Brunswick, Carteret, Columbus, Duplin, Jones, New Hanover, Onslow, Pender, Robeson, Sampson, and Scotland
7. **Wilson Regional Center** - Telephone 252-243-3014  
Counties served - Beaufort, Bertie, Camden, Chowan, Craven, Currituck, Dare, Edgecombe, Gates, Greene, Halifax, Hertford, Hyde, Lenoir, Martin, Northampton, Pamlico, Pasquotank, Perquimans, Pitt, Tyrrell, Washington, Wayne, and Wilson

The Contractor has no further responsibility unless the individual returns to its business to be fitted with a hearing aid. If the individual returns, both the individual and the Contractor will have received an approval letter from the DSDHH home office. If the Contractor determines based on an audiogram that the individual does NOT meet the certification requirements, the Contractor should provide the

individual with a copy of the certification and documentation of equipment need form ensuring that the applicant does NOT meet the requirements completing the section “does not meet certification requirements”. As a courtesy, the Contractor can advise the individual that they can visit a geographically located Regional Center to discuss any other options or resources that might be available to them.

### **Another Example:**

- 1) An individual arrives at a hearing aid dispensing location, and he/she has already visited a DSDHH Regional Center. In this case, the location should administer an audiogram and thereafter complete a Certification of Documentation of Equipment Need and give it to the individual and instruct him/her to return to the Regional Center and provide the location with a completed Certification of Documentation of Equipment Need form and a completed audiogram. The Contractor has no further responsibility unless the individual returns to its business to be fitted with a hearing aid. At this point, both the individual and the Contractor will have received an approval letter from the DSDHH home office.
- 2) There may be other situations that occur that are not identified. In this/these case(s), the Contractor should contact the Contract Administrator identified on the front page of the RFA for guidance/instructions.

## **SECTION 2.0 PURPOSE**

The purpose of this Request for Applications (RFA) is to establish contracts between the North Carolina Department of Health and Human Services (DHHS), Division of Services for the Deaf and the Hard of Hearing (Division or DSDHH) and Contractors who are qualified, currently licensed in the State of North Carolina to dispense telecoil-equipped hearing aids with additional technology (Bluetooth and MFI, and MFA), and willing to assist the Division in the fitting and servicing of telecoil-equipped hearing aids for qualified recipients as described herein. Fitting and servicing of telecoil-equipped hearing aids for qualified recipients is a part of the Division’s Equipment Distribution Services (EDS) Program. The Division will approve all applications tendered by interested potential Contractors that comply with the terms of this RFA. The Division shall not be required to approve the applications of Contractors who have failed materially to comply with these terms in prior contracts.

## **SECTION 3.0 DEFINITIONS**

1. **Applicant:** A resident of North Carolina who is Deaf, Hard of Hearing, or Deaf-Blind and who applies to receive a telecoil-equipped hearing aid under the EDS program (hereafter may be referred to as applicant, consumer, individual, recipient).
2. **Audiogram:** A complete audiogram indicates hearing thresholds for the right and left ear. It includes air conduction and bone conduction. It is also a graph that shows the audible threshold for standardized frequencies as measured by an audiometer.
3. **Audiometer:** A machine used for evaluating hearing acuity.
4. **Audiologist:** A health-care professional specializing in identifying, diagnosing, treating, and monitoring disorders of the auditory and vestibular system portions of the ear.

5. **Automatic Telecoil Response:** A telecoil device that is automatically activated by exposure to electromagnetic fields in telephone handsets or assistive listening devices so that it turns off the hearing aid's external microphone and eliminates background noise and feedback.
6. **Automatic Telephone Response:** A functional mode programmed within the memory of a hearing aid that automatically switches to the telephone function by exposure to electromagnetic fields in telephone handsets. Automatic Telephone Response lessens the probability of feedback but does not turn off the hearing aid's external microphone.
7. **Bluetooth:** Wireless communication platform that uses high frequency radio waves to transmit data from mobile phones, phone hubs, and tablets to a hearing aid. Intermediary devices such as Bluetooth phone streamers may be needed, however, recent technology has allowed some hearing aids to receive data directly from the data source without the need of an intermediary device.
8. **Bluetooth Hearing Aid Accessory** (As pertains to phone use): A wireless intermediary device such as a phone streamer or all-in-one device (phone, computer, television, remote microphone) that provides a link of communication between a hearing aid and a Bluetooth enabled device.
9. **BTE:** A behind-the-ear hearing aid. BTE's have a small plastic case that fits behind-the-ear and provides sound to the ear via air conduction of sound through a small length of tubing or electrically with a wire and miniature speaker. The delivery of sound to the ear is usually through a custom-made ear mold, or other pliable fixture, that contours to the individual's ear.
10. **Contractor:** A sole proprietor, partnership, or professional corporation that: (a) consists of, or employs, Providers, as that term is defined below; and (b) executes a contract with the Division to provide the professional services described in this RFA.
11. **dB HL:** Decibels hearing level. (i.e. dB is relative to the quietest sounds that a young healthy individual ought to be able to hear).
12. **DHHS:** The Department of Health and Human Services
13. **DSDHH:** The Division of Services for the Deaf and Hard of Hearing; also referred to as "the division" in this document
14. **Distance Communication:** Use of advanced communication devices such as but not limited to telephone, smartphones, cell phones or Video calls.
15. **Ear Mold:** A piece of plastic or other soft material molded in different occluded or non-occluded styles to fit in the ear and to deliver the sound from a BTE hearing aid.
16. **EDS:** The Division of Services for the Deaf and Hard of Hearing's Equipment Distribution Service.
17. **FM System:** Personal frequency modulation systems
18. **Hearing Instrument Specialist:** A professional who evaluates people with hearing problems and chooses the best hearing aid to improve their condition.
19. **Hz:** Symbol for hertz, a unit of frequency in the International System of Units and is defined as one cycle per second.
20. **Induction loop system:** A system that transmits an audio signal directly into a hearing aid via a magnetic field, greatly reducing background noise, competing sounds, reverberation, and other acoustic distortions that reduce clarity of sound.

21. **ISO Device:** ISO 13485 Medical Devices – Quality Management Systems – Requirements for regulatory purposes is an International Organization for Standardization standard published in 1996.
22. **ITE:** A full-shell in-the-ear hearing aid.
23. **Live Listen:** A feature that works by using the built-in microphone on an iPhone, iPad, or iPod to reinforce and even amplify the sound levels reaching an individual’s ears. Live Listen amplifies the sound picked up from the microphone on an iPhone or iPad only.
24. **MFi:** “Made for iPhone” technology that allows hearing aid to receive sound directly from an iOS device. The iOS device can also be used to turn on Live Listen, adjust the hearing aid volume and to monitor battery life.
25. **MFA:** “Made for All” technology permits a hearing aid to connect directly to any mobile device or android phone that has Bluetooth technology without the use of an intermediary device such as a Bluetooth phone streamer or neck loop.
26. **Otolaryngologist:** Physicians trained in the medical and surgical management and treatment of patients with diseases and disorders of the ear, nose, throat (ENT), and related structures of the head and neck.
27. **Provider:** An Otolaryngologist who is licensed to practice medicine in North Carolina and who fits hearing aids; or, an Audiologist licensed or registered by the NC Board of Examiners for Speech Language Pathologists and Audiologists; or a Hearing Instrument Specialist licensed or registered by the NC Hearing Aid Dealers and Fitters Licensing Board.
28. **Public address system:** A system of microphones, amplifiers, and loudspeakers used to amplify speech or music in a large building or at an outdoor gathering
29. **Recipient:** An applicant approved by the Division to receive a telecoil-equipped hearing aid under the Service.
30. **Receiver in Canal:** The receiver (or speaker) of the hearing aid fits directly into the ear canal and is connected to the hearing aids body by a thin wire which relays the signal from the processor to the receiver.
31. **Region:** One of the seven (7) multi-county administrative regions created by the Division to facilitate the provision of services across the State. A map showing the seven regions can be viewed online at:  
<http://www.ncdhhs.gov/dsdhh/where.htm>
32. **Regional Center:** One of seven (7) DSDHH offices within the seven (7) multi-county administrative regions referenced above. The address of each Regional Center can be found on the web page referenced above.
33. **RIC Ear Mold:** Receiver in the Canal hearing aid fitting.
34. **RIE:** Receiver in Ear hearing aid.
35. **RITE:** Receiver in the Ear hearing aid

36. **Service:** The DSDHH service that provides qualified hard of hearing individuals with one (1) telecoil-equipped digital behind-the-ear (or ITE if approved) hearing aid with all additional technology: MFI and MFA and Bluetooth connectivity to facilitate telephone communication.
37. **Streamer** (Also referred to as a Phone Streamer or All-In-One Bluetooth Streamer): A communication interface between the hearing instruments and other devices such as cell phone.
38. **Telecoils:** Sometimes called “Telephone Coils” or “T-coils”, are electronic devices that allow audio sources to be directly connected to hearing aids. Telecoils help hearing aids filter out background noise. They can be used with telephones, FM systems, induction loop systems, and public address systems.

#### **SECTION 4.0 REQUEST FOR APPLICATION TERM**

This Request for Application (RFA) shall have an open application period **beginning September 1, 2022. The Contract Ending date for the initial one (1) year term will end on August 31, 2023.** The open application period may be extended for two (2) additional years in one (1) year increments.



## SECTION 5.0 CONTRACTOR HEARING EXAMINATION RESPONSIBILITIES

**IMPORTANT NOTE ABOUT THE CERTIFICATION OF DOCUMENTATION OF EQUIPMENT NEED form (Attachment H).** This document now requires the Contractor to include ALL additional technology: Bluetooth, and MFI and MFA as a part of the provided telecoil equipped hearing aid. Thus, the Contractor must determine, based on the brand/type of Smartphone or Bluetooth enabled cell phone or smartphone the individual may have, exactly which technology best meets the individual's needs.

If the Audiologist or Hearing Instrument Specialist determines that an Applicant does not need the additional technology (MFI, MFA and Bluetooth connectivity) built-in the telecoil equipped hearing aid, the Audiologist or Hearing Instrument Specialist must provide justification in detailed written description of why you are not including the additional technology to the telecoil equipped hearing aid for the applicant and must have pre-authorization from DSDHH to proceed without the additional technology included.

**5.1** Prior to a hearing evaluation, in accordance with the Federal Food and Drug Administration (FDA), Subpart H – Special Requirements for Specific Devices, Section 801.421 Hearing aid devices, conditions for sale, ask the prospective user for a written statement (referred to by the FDA as Medical Clearance) signed by a licensed physician that states that the patient's hearing loss has been medically evaluated and the patient may be considered a candidate for a hearing aid. If the prospective user doesn't have a Medical Clearance, the Audiologist or Hearing Instrument Specialist must encourage the prospective user to visit a licensed physician (preferably one who specializes in diseases of the ear). The Audiologist or Hearing Instrument Specialist **MUST** not suggest or recommend any location for the prospective user to visit.

If the Audiologist or Hearing Instrument Specialist determines through observation and communication with the prospective user that visiting a licensed physician will result in an undue hardship for the prospective user, then and only then should an opportunity to sign a waiver be discussed. If a waiver is discussed, the Audiologist or Hearing Instrument Specialist must do the following:

- 1) Confirm that the prospective hearing aid user is 18 years of age or older;
- 2) Inform the prospective hearing aid user that the exercise of waiver is not in the user's best health interest, in that a licensed physician may determine that a medical or surgical procedure may be more appropriate than being fitted with a hearing aid;
- 3) Make no statement or take any action that actively encourages the prospective user to waive such a medical evaluation; and,

If the prospective hearing aid user insists that he/she be allowed to sign a waiver, the Audiologist or Hearing Instrument Specialist must use language developed by the FDA to afford the prospective user the opportunity to sign such waiver. If the prospective hearing aid user signs a waiver, the Audiologist or Hearing Instrument Specialist must attach a copy of the signed waiver to the Certification and Documentation of Equipment Need form. A sample waiver that includes FDA language is attached as an example and marked **Attachment J**.

**5.2** The Audiologist or Hearing Instrument Specialist shall conduct the hearing evaluation in an environment that meets or exceeds the criteria for background noise in audiometric rooms as specified by the American National Standard Criteria for Permissible Ambient Noise during Audiometric Testing (ANSI S 3.1-1977), including all subsequent amendments and edition

- (a) The Contractor may only charge the Consumer for the hearing examination or evaluation with the consumer's prior consent. It is the consumers responsibility to pay for the hearing examination unless the examination is offered at no charge by the provider.
  - a. "It is the consumers responsibility to pay for the hearing examination unless the examination is offered at no charge by the provider."
- (b) The contractor cannot withhold dispensing a telecoil equipped hearing aid or accompanying products based on debt owed by the consumer to the provider for a hearing aid exam or other services.

**5.3** The Service is available only to Hard of Hearing individuals who have bilateral hearing loss that impairs the individual's ability to use a telephone. More specifically, to be eligible, an Applicant must meet the requirements ("standard use-indicators") set out in subsections (a) and (b), below:

- (a) **First**, the Applicant must have ---in the ear better suited for telephone use:
  - (1) A hearing loss of 40 dB HL or greater for pure tone average at frequencies of 500 Hz, 1000 Hz, and 2000 Hz; **or**
  - (2) A hearing loss of less than 40 dB HL for pure tone average at frequencies tested below 2000 Hz and greater than 40 dB HL for the pure tone average at 2000, 4000, 6000, and 8000 Hz; **and**
- (b) **Second**, the Applicant must also have a hearing loss---in the ear better suited for telephone use -- - that is 90 dB HL **OR** less for the pure tone average of all thresholds tested.

**Note:** Applications from applicants with a pure tone average (of all thresholds tested) of more than 90 dB HL will be disapproved unless in-depth documentation is presented which proves that the hearing aid chosen for the applicant allows for effective telephone use and that approval is obtained through special review by a DSDHH contracted Audiologist.

**5.4** If the Audiologist or Hearing Instrument Specialist determines that an Applicant cannot use a BTE hearing aid due to physical incapacity, the Audiologist or Hearing Instrument Specialist shall provide a detailed written description of the physical condition that precludes the use of a BTE hearing aid. The Audiologist or Hearing Instrument Specialist shall provide this explanation on company letterhead in addition to completing the "Other Style" selection of the "Certification and Documentation of Equipment Need" form (**ATTACHMENT H**) of the hearing aid application. In such a case, after full review and prior approval by DSDHH, a full-shell, in-the-ear (ITE) hearing aid with telecoil and Bluetooth, and MFI, and MFA may be substituted for a BTE hearing aid.

The Audiologist or Hearing Instrument Specialist will provide a copy of the audiogram, a copy of the Certification and Documentation of Equipment Need, and a business card containing the Contractor's contact information to the applicant or the applicant's official representative. It is the applicant's responsibility to return the documents to the applicable DSDHH Regional Center.

**5.5** The Provider shall not dispense a telecoil-equipped hearing aid to any recipient until an authorization has been received from the division. If the authorization form is either not received or is lost, a duplicate copy can be obtained by contacting the division's Central Office representative. If a provider does provide the telecoil-equipped hearing aid to the recipient prior to receiving the authorization the provider is then responsible for any costs of said device if the recipient is not approved by the division or the recipient is unable to follow through with services.

## **SECTION 6.0 CONTRACTOR'S FITTING OF EQUIPMENT AND OTHER RESPONSIBILITIES**

**After the audiogram and completion of documents (Certification and Documentation of Equipment Need and copy of written description of the physical condition of the applicant that precludes the use of a behind the ear [BTE (OR ITE if approved) hearing aid if applicable], the Contractor has no further responsibilities unless and until the Applicant returns to its location.**

- 6.1** If an applicant is approved for a telecoil equipped hearing aid, the DSDHH Central Office will mail a letter of notification of approval to the applicant and an authorization letter to the Contractor that performed the hearing examination and/or signed the certification form. The Contractor's responsibility is then to schedule an appointment with the applicant to provide the telecoil equipped hearing aid. If the applicant does not receive approval for a telecoil equipped hearing aid, the DSDHH Central Office will mail a letter of notification of disapproval to the applicant and to the Contractor that performed the hearing examination. A letter of disapproval ceases any responsibility for the Contractor.
- 6.2** After the prospective hearing aid user receives an approval letter from DSDHH, the Contractor shall provide the Applicant with the following goods and services within thirty (30) days following receipt of authorization from the Division (or as soon thereafter as reasonably possible):
- (a) Describe to the applicant the hearing aid fitting process that will occur
  - (b) One new telecoil-equipped BTE (or ITE if approved) hearing aid with the telecoil activated, and the following additional technologies:
    - 1. Bluetooth, and
    - 2. MFI, and
    - 3. MFA
  - (c) One ear mold most appropriate for the Applicant's use of the telephone; (See RFA Section 6.7)
  - (d) One (1) package of batteries in addition to the batteries that are packaged with the hearing aid
  - (e) Instructions on the use and maintenance of the hearing aid, including instructions and demonstration on the proper use of the telecoil as described in RFA Section 6.6 and demonstration of the additional technology that is added to the telecoil equipped hearing aid.
  - (f) The telecoil on the telecoil equipped BTE (or ITE if approved) hearing aid must be activated, and the consumer must be trained on how and when to use it.
  - (g) The Contractor will assist the consumer with the added technology (Bluetooth, MFI, MFA) that is included on the telecoil equipped hearing aid. For example, if the consumer has an Apple iPhone, it might be most appropriate to choose MFI capability. A Bluetooth capable hearing aid that uses an intermediary device such as a streamer may be a choice if MFI or MFA is not available, not under the price cap, or won't work with a specific mobile device.
  - (h) The additional technology (Bluetooth, MFI and MFA) must be activated and the consumer must receive instructional information that helps them configure the technology so that it connects with the consumer's Smartphone or other preferred mobile device.
- 6.3** The Division shall grant exceptions to this thirty (30) day deadline, or as soon thereafter as possible, only upon a showing of good cause by the Contractor.
- 6.4** The Contractor shall provide the specific hearing aid as identified on the Certification and Documentation of Equipment Need document previously completed (including the manufacturer and model), the hearing aid that the Contractor determined to be the most effective telecoil-equipped, BTE

hearing aid that meets the Recipient's hearing loss needs and remains within the Reimbursement criteria as found in Sections 8.1, 8.2, 8.3, & 8.4 of this RFA.

- 6.5** The Contractor may dispense hearing aids with manually activated telecoils or hearing aids with automatic telecoil response, as appropriate, provided that the Contractor **shall not** dispense a hearing aid with automatic telecoil response if the cost of the device exceeds the Service cost allowance.
- 6.6** The Contractor and the consumer shall discuss which telecoil setup is best for the consumer and use the mutually agreed setup. When the Contractor dispenses a hearing aid, the Contractor must use the Recipient's hearing aid and an available telephone, i.e., smartphone or cellphone to demonstrate to the Recipient how the telecoil works and how to activate the telecoil if done manually to ensure that:
- (a) the telecoil works;
  - (b) the Recipient can activate the telecoil and the additional technology successfully; and,
  - (c) the applicant is better able to effectively use the telephone with the hearing aid.
- 6.7** The Contractor shall dispense the most appropriate ear mold for the Recipient's use of the telephone from the following styles: custom occluded ear molds—full receiver, Skeleton, Semi-Skeleton, Canal, Canal Lock, Shell or Shell Canal, or use non-occluding ear molds such as open, dome-tip, or RICs.
- 6.8** The Contractor shall give each Recipient of a telecoil-equipped hearing aid a thirty (30) day trial period. The trial period shall begin on the first day following the day on which the Recipient was fitted with the hearing aid.
- 6.9** The Contractor shall accept the return of the telecoil-equipped hearing aid at any time during the thirty (30) day trial period, at no cost to the Recipient, if the Recipient is unsatisfied with the hearing aid or if an Otolaryngologist determines that it is not practicable for the Recipient to use the hearing aid. In this event, the Contractor's reimbursement shall be governed by RFA Section 8.6, below. If the returned hearing aid has been altered, tampered with, misused, or abused, the Contractor may forward the hearing aid to the DSDHH Regional Center (<https://www.ncdhhs.gov/divisions/services-deaf-and-hard-hearing/regional-centers-deaf-and-hard-hearing>) within contractor's catchment area with a brief description of the reason the hearing aid is being forwarded and the name of the Recipient who returned the hearing aid. If the hearing aid needs to be serviced at any time during the 30-day trial period and the consumer is without the hearing aid, the trial period is paused until the consumer is back in possession of the hearing aid again.
- 6.10** The Contractor shall notify the Division of all hearing aids that are returned to the Contractor by Recipients or their families. If a hearing aid is returned to the Contractor after the expiration of the thirty (30) day trial period, the Contractor shall forward the hearing aid to the Division. In this event, the Contractor reimbursement shall be governed by RFA Section 8.6, below.
- 6.11** The Contractor shall provide maintenance and repair services for the hearing aid, at no additional cost to the Division or the Recipient, for a term of twelve months (beginning on the first day following the day on which the Recipient was fitted with the hearing aid) or for the term of the manufacturer's warranty, whichever is longer. If the hearing aid requires shipping to the manufacturer for repair, shipping costs are the responsibility of the applicant if not covered under the manufacturer's warranty.
- 6.12** The Contractor shall schedule follow-up visits with the Recipient to evaluate the use and care of the hearing aid and provide additional instruction and adjustments no less than:
- (a) Once within the 30-day trial period.
  - (b) Three (3) months after the day on which the Recipient was fitted with the hearing aid; and,

(c) Nine (9) months after the day on which the Recipient was fitted with the hearing aid.

- 6.13** The Contractor shall refer Recipients who require excessive follow-up to the Regional Center serving the Recipient's County of residence. Excessive follow-up means five (5) or more complaints via telephone or office visits within the 30-day trial period or ten (10) or more complaints in total via telephone or office visits within the first three (3) months of hearing aid fitting.
- 6.14** The Contractor shall give the Division's Contract Administrator written notice of any changes to the information contained in any of the Application documents by no later than thirty (30) days after the change occurs. The Contractor shall use the "Notification of Information Change" form supplied by the Division in the Application Approval Packet (**Attachment I**).
- 6.15** In the event of business closure or sale of business, the Contractor shall immediately notify the Division's Contract Administrator of such transaction. The Contractor must present to the Division's Contract Administrator the following information within thirty (30) days of the transaction date:
- a) Effective date of closure or sale
  - b) Financial and/or banking information change including closure of account (s)
  - c) A list of DSDHH applicants fitted within a year of closure / sale date
  - d) A plan of action stating how applicants will receive services and follow-up as specified in 7.11 and 7.12 of this contract.

## **SECTION 7.0 THE DIVISION'S DUTIES**

- 7.1** The Division will meet with all Applicants and help them complete their applications.
- 7.2** The Division will give each Applicant a list of all Contractors who have a Contract under this RFA who have an office in the DSDHH Region that serves the Applicant's County of residence.
- 7.3** The Division will review and process all applications received by it and will determine each Applicant's eligibility.
- 7.4** When the Division completes its review of an application, the Division will give the Applicant, and the Contractor named in the Applicant's application, written notice of its decision by email.
- 7.5** If the Division approves the application, the letter to the Contractor will authorize the Contractor to order and dispense a telecoil-equipped behind-the-ear (BTE (OR ITE IF APPROVED)) hearing aid to the Applicant and the letter to the Applicant will identify the authorized Contractor. The Division will send the Contractor a "Hearing Aid Delivery and Follow-Up" form with the authorization materials. **No Contractor should order and dispense a hearing aid without first receiving the authorization materials or risk being held accountable for all costs associated.**
- 7.6** The Division shall follow-up with Recipients after they have been fitted to ensure their satisfaction with their hearing aids.
- 7.7** The Division shall provide intervention services to Recipients who require frequent follow-up, as reported by the Contractor pursuant to RFA Section 7.13, above.
- 7.8** The Division shall provide Contractors at least one (1) Information Q & A Session during the contract year. The information session will highlight the changes in the contract, review the new technologies, the Contractors' and the Division's duties and responsibilities.

- 7.9** The Division shall reimburse the Contractor as detailed in Section 9, below.
- 7.10** The Division shall monitor the Contractor's performance through internal and external random audits of applications, Applicant feedback, and Contractor records.
- 7.11** The Division shall investigate complaints and submit its findings, as appropriate, to the North Carolina Hearing Aid Dealers and Fitters Licensing Board's Committee on Investigations or to the North Carolina Board of Examiners for Speech and Language Pathologists and Audiologists, or both as applicable. The Division may also determine that its findings should be reported to the NC Attorney General's Office.
- 7.12** The Division shall not require the Contractor to provide services to any Applicant in the Applicant's home.
- 7.13** The Division shall provide information about the status of an application for services only to the Applicant or a family member of the Applicant and not to the Contractor.
- 7.14** The Division shall assign one staff person to serve as the Division's Contract Administrator, who will answer the Contractor's questions regarding the specifications, terms, and conditions of this Contract. (See page 1 of the RFA for the Division Contract Administrator's contact information).
- 7.15** The Division shall assign a second staff person to answer questions regarding billing procedures, the status of Contractor invoices, and the status of Contractor payments. This person will be identified in the Letter of Acceptance that informs the Contractor that the Applicant has been approved to receive a hearing aid under the Service. This person will be available via telephone, email, and facsimile between the hours of 8:00 AM and 5:00 PM on State Business Days.

## **SECTION 8.0 DISBURSEMENT**

- 8.1** At the conclusion of each Recipient's initial thirty (30) day trial period, the Contractor shall submit to the Division the following items:
- (a) The original copy of the DSDHH authorization form, countersigned by the Contractor's authorized agent; **and**
  - (b) The manufacturer's original invoice on the company's letterhead or HICF (Health Insurance Claim Form) for the hearing aid, which shall include:
    - (1) The date of service; and
    - (2) List of charges and fees which must match the summary shown on the original authorization;
    - (3) The hearing aid's serial number;
    - (4) The amount billed to the Contractor for the hearing aid, including shipping, subject to the limitations set out in RFA Section 9.2, below; and
    - (5) The Recipient's name; **and**
  - (c) The Contractor's invoice for:
    - (1) A dispensing fee, of no more than \$600.00 for the monaural fitting;

- (2) An impression and materials fee for a custom ear mold of no more than \$50.00; and
  - (3) The wholesale cost of one package of no more than 6 batteries or \$6.00, whichever is less; **and**
  - (4) “Phone Streamer (if deemed by the provider as needed) at a cost of no more than \$200. This cost up to \$200 must fit within the whole hearing aid and accessory cost of under \$1600”: and
- (d) The “Delivery/Fitting and Follow-Up Notification” form” signed and dated by the Audiologist or Hearing Instrument Specialist and the Consumer at the time of the initial hearing aid fitting and again at the time of the first follow-up appointment.

**8.2** Notwithstanding the costs quoted in the manufacturer’s original invoice, the Division will pay the Contractor no more than:

- (a) \$75.00 for one custom, occluded-style ear mold; **and**
- (b) \$20.00 for the cost of shipping the ear mold from the manufacturer to the Contractor; **and**
- (c) \$20.00 for the cost of shipping one corrected custom ear mold, **if** the audiologist or hearing aid fitter determines that the first mold is not acceptable;

**Or alternatively,**

- (d) The Division will pay no more than \$15.00 for the cost of shipping one package of no less than three non-occluded style ear molds (domes).

**Note: DSDHH will not pay Express, Overnight or Priority Mail shipping costs.**

**Note: The Division will only reimburse the Contractor for the cost of shipping one corrected, custom ear mold correction.**

**8.3** The costs of instructing the Recipient in the use and maintenance of the hearing aid and of the follow-up services described in RFA Section 7.12 shall be included in the purchase price and shall not be billed separately to the Recipient or the Division.

**8.4** The maximum cost that may be billed to DSDHH for each hearing aid, including all fees and charges, shall not exceed **\$1,600.00**. The Contractor shall not present the Recipient, the Recipient’s family, or the Recipient’s insurance provider with a bill for any of the unpaid costs of the goods and services provided under this contract and shall not otherwise seek reimbursement from the Recipient, the Recipient’s family, or the Recipient’s insurance provider for any of the costs not paid by DSDHH. If the Recipient decides to purchase a second hearing aid and the Recipient has an insurance policy that will pay for part or all the cost of that second hearing aid, the Contractor may bill the Recipient’s insurance provider for that second hearing aid, pursuant to the terms of that policy. DSDHH shall only pay for one hearing aid.

**8.5** The Contractor shall invoice DSDHH for a hearing aid no more than six (6) months after the date on which DSDHH authorizes the Contractor to fit the Recipient with a hearing aid. DSDHH **shall not** pay an invoice received more than twelve (12) months after the date on which DSDHH authorized the Contractor to fit the Recipient with a hearing aid and will be returned to the Contractor.

**8.6** If a Recipient returns a hearing aid within the thirty-day (30) trial period, the Contractor **shall not** invoice the Division as described in RFA Section 8.1, above. However, the Contractor may bill the Division for a service fee of \$125.00 for time involved and may also bill the Division for costs and

materials, impressions and ear mold charges for any non-returnable ear molds as submitted and shown on the original manufacturer's invoice. Total reimbursement of all costs associated with returned hearing aids shall not exceed \$200.00. The Division shall pay the total of the service fee and ear mold costs upon the receipt of the original signed authorization form, an invoice stating, "Returned Hearing Aid Service Fee" and all manufacturer's invoices supporting billing claims.

- 8.7** If a Recipient returns a hearing aid to the Contractor after the expiration of the thirty-day trial period and the Contractor is unable to return the hearing aid to the manufacturer, the Contractor may send the hearing aid to DSDHH and invoice DSDHH (if it has not already done so) as specified in RFA Section 8.1, above, but may not invoice the Division for the service fee reimbursements specified in RFA Section 8.5, above.

## **SECTION 9 INSTRUCTIONS TO CONTRACTORS**

- 9.1 Award or Rejection:** The Division will evaluate all complete applications against the requirements of this RFA. The Division reserves the unqualified right to reject any or all applications if rejection serves the best interests of the State. The Division will give each Contractor written notice by email of the Division's decision to accept or reject the Contractor's application.
- 9.2 Oral Explanations:** The Division will not be bound by oral explanations or instructions given at any time during the RFA process or afterward.
- 9.3 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 will not be considered.
- 9.4 Titles:** Titles and headings in this RFA are for convenience only and shall have no binding force or effect.
- 9.5 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.
- 9.6 Acceptance of RFA Terms & Conditions:** All Contractor applications are subject to the terms and conditions outlined herein. All Contractor applications shall be controlled by such terms and conditions and the submission of other terms and conditions as part of an application shall have no effect either on this Request for Applications or on any contract that may be awarded through this RFA. By submitting an executed application, the Contractor specifically agrees to the specifications, terms, and conditions set forth in this RFA.
- 9.7 Historically Underutilized Businesses:** Pursuant to G.S. § 143-48, the Division 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.
- 9.8 Questions:** Questions about the RFA may be submitted to the Division via email or written correspondence. Please use the email address, mailing address, or Fax number listed on the first page of this RFA when submitting such questions.
- 9.9 Submission of Applications: Scan and Email original application** to the Division's Contract Administrator at the email address on page 1 of this RFA. A "signed original" is a document that bears electronic or hand-written signatures NOT photocopies in JPEG file. Retain a copy of your original



application for your files. **NOTE: Applications received by Fax or JPEG format will not be reviewed by the Division.**

- 9.10 Acceptance of Applications:** If the Division accepts an application, an authorized representative of the Division shall countersign the first page of the Application and return one original signed counterpart of the Application to the individual or entity that submitted the application. The countersigned Application shall constitute the Contract between the parties.
- 9.11 Application Deadlines:** Contractors who currently have T-coil contracts with the Division and who do not want their contracts to lapse must deliver their complete application to the Division by no later than 5:00 PM on Friday, August 5, 2022.
- 9.12 Incomplete Applications:** Incomplete applications will be returned to the Contractor without being reviewed.

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## SECTION 10 THE COMPONENTS OF THE APPLICATION

### 10.1 A complete application consists of the following documents, arranged in the order in which they are listed below:

- (a) RFA Pages 1-17;
- (b) RFA Attachment A, the General Terms and Conditions;
- (c) RFA Attachment B, the Contractor Information Sheet, as completed by the Contractor;
- (d) RFA Attachment C, the ADA Compliance Questionnaire, as completed by the Contractor;
- (e) RFA Attachment D, the Contractor's Electronic Payment Form, with voided check attached as completed by the Contractor;
- (f) RFA Attachment E, the Contractor Certifications Required by North Carolina Law, as completed by the Contractor;
- (g) RFA Attachment F, Certification of Compliance with N.C. Gen. Stat. § 133-32 and Executive Order 24, as completed by the Contractor;
- (h) RFA Attachment G, the Audiologist's or Hearing Instrument Specialist's Verification, with **one** verification being completed and signed by **each** Audiologist or Hearing Instrument Specialist listed on Attachment B;
- (i) A copy of **each** Audiologist's or Hearing Instrument Specialist's license or letter of renewal/verification of licensure from the North Carolina Hearing Aid Dealers and Fitters Licensing Board or the North Carolina Board of Examiners for Speech and Language Pathologists and Audiologists or both if dually licensed (notwithstanding any other instructions to the contrary, **place this document immediately behind the individual's verification**);
- (j) A completed copy of the State of North Carolina's SUBSTITUTE W-9 FORM. This document is attached for reference and marked **Attachment K**.

### 10.2 The following Application documents **must be signed** by the Contractor or the Contractor's authorized representative:

- (a) Page 1 of the RFA;
- (b) RFA Attachment C, the ADA Compliance Questionnaire;
- (c) RFA Attachment D, the Contractor's Electronic Payment Form;
- (d) RFA Attachment E, the Contractor Certifications Required by State Law; and
- (e) RFA Attachment F, Certification of Compliance with G.S. § 133-32 and Executive Order 24

### 10.3 Each Audiologist's or Hearing Instrument Specialist's Verification (Attachment H) **must be signed** by the Audiologist or Hearing Instrument Specialist making the verification.

## SECTION 11 CONTRACTOR QUALIFICATIONS

The Contractor and each person providing testing or fitting services under this Contract must possess and maintain, throughout the term of the Contract, a valid and current license or registration certificate issued by the North Carolina Hearing Aid Dealers and Fitters Licensing Board or the North Carolina Board of Examiners for Speech and Language Pathologists and Audiologists.

## ATTACHMENT A

### General Terms and Conditions

1. **Contract Documents:** The Contract between the Contractor and the Division shall consist of the Contractor's Application, as described in Section 11 of this RFA. The Application, once it is countersigned by an authorized representative of the Division, shall constitute the entire agreement between the parties and supersede all other prior oral or written statements or agreements.
2. **Contract Administrators:** The Contract Administrators are the persons to whom all required notices shall be given and to whom all matters relating to the administration or interpretation of this Contract shall be addressed. The Contractor shall identify the name, address, telephone number, facsimile number, and email address of its Contractor Administrator in RFA Attachment B. The Division's contract administrator is named on page one (1) of the RFA. Either party may change the identity of its Contract Administrator or change the contact information for its Contract Administrator by giving timely written notice of the change to the other party.

### Relationships of the Parties

3. **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.
4. **Subcontracting:** The Contractor shall not subcontract any of the work contemplated under this Contract.
5. **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:
  - (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
  - (b) 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.

6. **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 Division 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 Division and Contractor that any such person or entity, other than the Division or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

### Indemnity and Insurance

7. **Indemnification:** The Contractor agrees to indemnify and hold harmless, the State of North Carolina, the Department, the Division, 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.
8. **Insurance:** During the term of the Contract, the Contractor shall provide, at its sole cost and expense, commercial insurance of such types and with such terms and limits as may be reasonably associated with the Contract.

## Term and Termination

9. **Term:** A contract arising out of this RFA shall be effective on the date specified by the Division when it countersigns the Contractor's Application and shall terminate on **August 31, 2023**.
10. **Termination Without Cause:** Either party may terminate this Contract without cause by giving 30 days written notice to the other party.
11. **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 Division 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 Division for damages sustained by the Division by virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this Contract. The Contractor's use of unlicensed Audiologists or Hearing Instrument Specialists at any time during the term of this Contract shall also be an act of default under this contract.
12. **Waiver of Default:** Waiver by the Division 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 Division and the Contractor and attached to the Contract.
13. **Availability of Funds:** The parties to this Contract understand and agree 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 Division.
14. **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.
15. **Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein that must survive contract expiration or termination in order to be given their full effect shall survive Contract expiration or termination, unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

## Compliance with Applicable Laws

16. **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 or authority.
17. **Equal Employment Opportunity:** The Contractor shall comply with all federal and State laws relating to equal employment opportunity.
18. **Health Insurance Portability and Accountability Act (HIPAA):** The Contractor agrees that, if the Division determines that some or all 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 Division may require to ensure compliance.

## Confidentiality

19. 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 Division. 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.

## Oversight

20. **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 such persons and records.
21. **Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Division. The Division's basic records retention policy requires all records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years 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 five-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 five-year period described above, whichever is later.

## Miscellaneous

22. **Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Division and the Contractor. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services must approve any amendment to a contract awarded through those offices.
23. **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 sites 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.
24. **Severability:** In the event that 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.
25. **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.
26. **Time of the Essence:** Time is of the essence in the performance of this Contract.
27. **Advertising:** The Contractor shall not use the award of this Contract as a part of any news release or commercial advertising.

**ATTACHMENT B**

**Contractor Information Sheet**

(Please Print and Write Legibly)

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**Contractor Name (As Listed for Tax Purposes on W-9)**

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**D/B/A Name, if any**

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Main Corporate Street Address

Main Corporate Post Office Box (if any)

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City County State Zip

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Phone No. Fax No. **Email Address (required)**

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The Name of the Contractor's Contract Administrator

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Contract Administrator's Street Address

Contract Administrator's Office Box (if any)

---

City County State Zip

---

Contract Administrator's Phone No. Contract Administrator's Fax No. Contract Administrator's Email Address

---

Billing Inquiries Representative / Contact Billing Contact Telephone Number Billing Contact Fax Number

---

Billing Contact Email Address

---

Tax I.D. Number (For Use By Controller's Office Only) \_\_\_\_\_

List the name and license number or registration certificate number of each person currently employed by the Contractor to dispense hearing aids.

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[Insert Additional Pages If Necessary]

**ATTACHMENT C**

**ADA Compliance Questionnaire**

Contractor Name (As Registered for Tax Purposes)

List the street addresses of all locations where services are delivered. Place an [\*] beside the location that serves as headquarters/main office where communication and payments are preferred. Use additional sheet if necessary.

Street Address	City	County	State	Zip	Phone
Street Address	City	County	State	Zip	Phone
Street Address	City	County	State	Zip	Phone
Street Address	City	County	State	Zip	Phone
Street Address	City	County	State	Zip	Phone
Street Address	City	County	State	Zip	Phone
Street Address	City	County	State	Zip	Phone
Street Address	City	County	State	Zip	Phone
Street Address	City	County	State	Zip	Phone

Questions	Answers	
	Yes	No
Are all of the foregoing Contractor locations open to the general public?		
Are all of the foregoing Contractor locations architecturally accessible?		
If not, is the Contractor willing to make all of them architecturally accessible?		
Are all services at all Contractor locations used by all persons without regard to:		
Race, color, or national origin		
Sex		
Age		
Disability		

Have written nondiscrimination policies been adopted at all locations for:	Yes	No
Race, color or national origin nondiscrimination, Title VI, Civil Rights Act of 1964 (P.L. 88-352)		
Sex nondiscrimination as provided in Title IX of the Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and §§ 1685-1686)		
Age nondiscrimination as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101-6107		
Nondiscrimination on the basis of disability as provided by the Americans with Disabilities Act (P.L. 101-336) and Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. § 794 and 24 C.F.R. Parts 8 and 9		
Accessibility to persons with mobility disabilities as provided by the Architectural Barriers Act of 1968, 42 U.S.C. 4151, <i>et seq.</i> and 24 C.F.R. Parts 40 and 41		
Are appropriate modes of communication utilized for all persons served by the Contractor?		

If the answer to any of the foregoing questions is “no”, please explain in the space provided below. Use and attach additional pages if necessary.

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By signing below, the Contractor certifies that he or she shall comply with all Federal statutes relating to nondiscrimination, accessibility, and communication and shall not make any charge to, or accept payment from, the Recipient or the Recipient’s family for the Service.

For the Contractor: \_\_\_\_\_  
Signature Title Date

DSDHH Reviewer: \_\_\_\_\_  
Signature Date



ATTACHMENT D – Vendor Electronic Payment Form

<b>Office of the State Controller</b> Return to: OSC Support Services Center Address: 1410 Mail Service Center Raleigh, NC 27699-1410 Email: <a href="mailto:osc_support_services@osc.nc.gov">osc_support_services@osc.nc.gov</a> Telephone: 919-707-0795		<b>Vendor Electronic Payment Form</b> New Add Request Change/Update Existing Account Inactivate Existing Account *Denotes a required field
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The State of North Carolina offers payees the opportunity to receive payments electronically through U.S. based banks. In addition to having the funds deposited electronically, you will also receive remittance information by e-mail.

**We require you to submit a copy of a voided check, bank statement, or a bank authorization letter on bank letterhead signed by a bank representative for account verification.**

<b>*TAX ID # or SSN</b>	<input style="width: 100%;" type="text"/>			
<b>*PAYEE NAME</b>	<input style="width: 100%;" type="text"/>			
<b>*REMITTANCE ADDRESS</b> (AS PRINTED ON YOUR INVOICE)	<input style="width: 100%;" type="text"/>		<input style="width: 100%;" type="text"/>	
	STREET		SUITE/ROOM #	
	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
	CITY		STATE	ZIP CODE
<b>*CONTACT</b>	<input style="width: 100%;" type="text"/>		<input style="width: 100%;" type="text"/>	
	NAME & TITLE		PHONE NUMBER	

**NEW FINANCIAL INFORMATION**

<b>*FINANCIAL INSTITUTION NAME:</b>	<input style="width: 100%;" type="text"/>
<b>*NAME ON ACCOUNT:</b>	<input style="width: 100%;" type="text"/>
<b>*NEW ROUTING NUMBER:</b>	<input style="width: 100%;" type="text"/>
<b>*NEW ACCOUNT NUMBER:</b>	<input style="width: 100%;" type="text"/>
<b>*ACCT TYPE:</b>	<input type="checkbox"/> Checking <input type="checkbox"/> Savings
<b>*REMIT E-MAIL ADDRESS</b>	<input style="width: 100%;" type="text"/>

**New add requests MUST include contact information for the state agency with which you are doing business.**

<b>*North Carolina Agency Name:</b>	<input style="width: 100%;" type="text"/>	<b>*North Carolina Agency Contact Name:</b>	<input style="width: 100%;" type="text"/>
<b>*North Carolina Agency Contact Email Address:</b>	<input style="width: 100%;" type="text"/>	<b>*North Carolina Agency Contact Phone Number:</b>	<input style="width: 100%;" type="text"/>

**PRIOR FINANCIAL INFORMATION (only required for updates)**

<b>FINANCIAL INSTITUTION NAME:</b>	<input style="width: 100%;" type="text"/>
<b>NAME ON ACCOUNT:</b>	<input style="width: 100%;" type="text"/>
<b>ROUTING NUMBER:</b>	<input style="width: 100%;" type="text"/>
<b>ACCOUNT NUMBER:</b>	<input style="width: 100%;" type="text"/>
<b>ACCT TYPE:</b>	<input type="checkbox"/> Checking <input type="checkbox"/> Savings
<b>REMIT E-MAIL ADDRESS</b>	<input style="width: 100%;" type="text"/>

<b>*</b>	<b>ALL BOXES BELOW MUST BE REVIEWED AND CHECKED</b>
	I acknowledge that electronic payments to the designated account must comply with the provisions of U.S. law, and the requirements of the Office of Foreign Assets Control (OFAC). I affirm the entire amount of the payment will not be transferred to a foreign bank account.
	I authorize the Office of the State Controller to initiate ACH payments, and if necessary, adjustments for any ACH payments in error, to the financial institution and account identified on the attached certification document. This authority will remain in effect until I, the vendor, cancel it in writing or the authority is terminated by the NC Office of the State Controller.
	I have attached a copy of a current voided check, current bank statement, or a bank authorization letter on bank letterhead signed by a bank representative.

<b>*PRINT NAME:</b>	<input style="width: 100%;" type="text"/>	<b>*DATE:</b>	<input style="width: 100%;" type="text"/>
<b>*SIGNATURE:</b>	<input style="width: 100%;" type="text"/>	<b>*PHONE NUMBER:</b>	<input style="width: 100%;" type="text"/>

Revised February 2020

## **Instructions**

**\* Denotes a required field on the form**

1. \*Check the appropriate box at the top of the form:
  - New Add Request – Vendor would like to begin receiving payments via ACH.
  - Change/Update Existing Account – Vendor’s account number, routing number, or remittance email address has changed.
  - Inactivate Existing Account – Vendor no longer wants to receive payments via ACH.
2. \*Enter the vendor’s Tax Identification Number or Social Security Number.
3. \*Enter the Payee Name – The name of the person or business receiving payment.
4. \*Enter the vendor’s remittance address. The remittance address is the address printed on your invoice where payments should be sent.
5. \*Enter the vendor’s contact name, title, and phone number.
6. \*Enter the vendor’s financial information:
  - Financial Institution Name – Name of the financial institution.
  - Name on Account – The account owner’s name.
  - Routing Number – Nine-digit number identifying the financial institution.
  - Account Number – The bank account number where the funds should be deposited.
  - Account Type – Is this a checking or savings account? Check the appropriate box.
  - Remit E-mail address - Enter the email address to which the remittance advices should be sent.
7. \*For a **new add request only**, provide the following:
  - North Carolina State Agency Name – The state agency the vendor is doing business with.
  - North Carolina State Agency Contact Name – The vendor’s contact person name at the state agency.
  - North Carolina State Agency Contact Email Address – The contact person’s email address at the state agency.
  - North Carolina State Agency Contact Phone Number – The contact person’s phone number at the state agency.

**NOTE: New add requests MUST include contact information for the state agency with which you are doing business.**

8. Prior Financial Information – this is required if the vendor’s bank account, routing number, or remittance email address has changed.
  - Financial Institution Name – Name of the prior financial institution.
  - Name on Account – The account owner’s name.
  - Routing Number – Nine-digit number identifying the prior financial institution.
  - Account Number – The bank account number where the funds were being deposited.
  - Account Type – Is this a checking or savings account? Check the appropriate box.
  - Remit E-mail address - Enter the email address to which the remittance advices were being sent.
9. \*Review all the information in the 3 attestation boxes located above the signature area. All 3 boxes must be checked – **otherwise the form will not be processed.**
10. \*Print Name – Print the name of the authorized signee on the form.
  - \*Date – Date of signature.
  - \*Signature – The authorized signee’s signature.
  - \*Phone Number – The authorized signee’s phone number.

**Return to: OSC Support Services Center**  
Address:  
1410 Mail Service Center  
Raleigh, NC 27699-1410  
Email: [osc.support.services@osc.nc.gov](mailto:osc.support.services@osc.nc.gov)

**Please allow up to 30 days for processing.**

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Revised February 2020

## ATTACHMENT E

### Contractor Certifications Required by North Carolina Law Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes can be found online at:

- Article 2 of Chapter 64:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 105-164.8(b):  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-48.5.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-48.5.pdf)
- G.S. 143-59.1:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 147-33.95(g):  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_147/GS\\_147-33.95.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_147/GS_147-33.95.pdf)

### Certifications

- (1) Pursuant to **G.S. 143-48.5** and **G.S. 147-33.95(g)**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)
- (2) Pursuant to **G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in **G.S. 143-59.1(a)** because:
  - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of **G.S.105-164.8(b)**; and
  - (b) [check **one** of the following boxes]
    - Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in **G.S. 143-59.1(c)(2)** after December 31, 2001; **or**
    - The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in **G.S. 143-59.1(c)(2)** after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (3) Pursuant to **G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (4) The undersigned hereby certifies further that:
  - (a) He or she is a duly authorized representative of the Contractor named below;
  - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
  - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of **G.S. 143-59.1** and **-59.2** shall be guilty of a Class I felony.

---

Contractor's Name

---

Signature of Contractor's Authorized Agent

Date

---

Printed Name of Contractor's Authorized Agent

Title

---

Signature of Witness

Date

---

Printed Name of Witness

Title

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

## ATTACHMENT F

### Certification of Compliance With G.S. § 133-32 and Executive Order 24

#### Background

- A. G.S. § 133-32 makes it unlawful for any vendor, contractor, subcontractor, or supplier who: (1) has a contract with a governmental agency; or (2) has performed under such a contract within the past year; or (3) anticipates bidding on such a contract in the future; to make gifts or to give favors to any governmental officer or employee who is charged with the duty of: (1) preparing plans, specifications, or estimates for public contract; or (2) awarding or administering public contracts; or (3) inspecting or supervising construction. G.S. § 133-32 can be viewed online at:

[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_133/GS\\_133-32.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_133/GS_133-32.pdf)

- B. Executive Order 24 expands the prohibitions in G.S. § 133-32 to ban the giving of gifts and favors to *any* employee of the Cabinet agencies -- the Departments of Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, and Transportation and the Office of the Governor -- regardless of the nature of their official duties.

#### Certifications

1. I certify that I understand that G.S. § 133-32 prohibits my organization, as an applicant for a public contract, from giving any gifts or favors to any governmental officer or employee who is charged with the duty of: (1) preparing plans, specifications, or estimates for public contract; or (2) awarding or administering public contracts; or (3) inspecting or supervising construction.
2. I certify that I understand that Executive Order 24 prohibits my organization, as a bidder on a public contract, from giving any gifts or favors to **any** employee of Cabinet agencies and the Office of the Governor.
3. I certify, on behalf of my organization and its employees and agents, that I have made reasonable inquiries and have found no evidence that any such prohibited gifts or favors have been offered or promised by any of my organization's employees or agents to any covered State officers or employees.
4. I understand that this certification is a material representation of fact; that the North Carolina Department of Health and Human Services, Division of Services for the Deaf and the Hard of Hearing will rely upon this certification if it decides to award a contract to my organization; and that submission of this certification is a prerequisite for State review of the attached Application.

[Signatures Follow on Next Page]

**Certification of Compliance With G.S. § 133-32 and Executive Order 24**

**Page 2**

---

Contractor's Name

---

Signature of Contractor's Authorized Agent

Date

---

Printed Name of Contractor's Authorized Agent

Title

---

Signature of Witness

Title

---

Printed Name of Witness

Date

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

**[Remainder of Page Intentionally Left Blank]**

**ATTACHMENT G**

**Audiologist’s or Hearing Instrument Specialist’s Verification  
Instructions**

Each Audiologist or Hearing Instrument Specialist who provides services under this Contract must complete this form by: (a) placing his or her initials in rows 1 through 9 of Column B to indicate that he or she has read and understands the terms in the same row in Column C; and (b) signing page 2 of this Verification.

If an Audiologist or Hearing Instrument Specialist becomes a partner, shareholder, or employee of the Contractor after the Contractor has submitted his or her Application: (a) the Contractor shall cause the Audiologist or Hearing Instrument Specialist to complete and sign a copy of this Verification; and (b) the Contractor shall submit the verification to the Division of Services for the Deaf and the Hard of Hearing within thirty days after the Audiologist or Hearing Instrument Specialist becomes a partner, shareholder, or employee.

A	B	C
#	Initial	Terms
1		I understand that this Contract is specific to the North Carolina Division of Services for the Deaf and the Hard of Hearing Equipment Distribution Service and is unrelated to any other contract, agreement, or understanding executed with any other agency of the State. (RFA <b>Section 1</b> )
2		I understand that the primary purpose of this Contract is to facilitate the Recipient’s use of the telephone and that only those who need assistance with telephone use, who are cognitively and physically capable of using the telephone, and who own or have free access to a telephone, should be certified and fit with a hearing aid under this Contract. (RFA <b>Section 2</b> )
3		I have read and understand the clinical criteria that qualify an individual for a hearing aid through this service. (See RFA <b>Section 5.3</b> )
4		I understand that the Contractor must give the Division’s Contract Administrator written notice of any changes to the information contained in any of the Application documents by no later than thirty (30) days after the change occurs and that the Contractor must use the “Notification of Information Change” form supplied by the Division to give that notice. (RFA <b>Section 6.14</b> )
5		I understand that a Recipient must be fitted with a telecoil hearing aid within 30 days of receipt of the authorization letter. If for any reason I am unable to meet this requirement, I will notify DSDHH to provide detailed explanation and to request an extension. (RFA <b>Sections 6.3 and 6.9</b> )
6		I understand that if I determine that an Applicant meets the eligibility criteria in RFA <b>Section 5.3</b> , I must immediately give the Applicant, or the Applicant’s official representative, a copy of the <b>complete</b> audiogram and a completed and signed “Certification and Documentation of Equipment Need” form. I <b>shall not</b> withhold these documents from the Applicant or the Applicant’s official representative for any reason and shall not forward these documents to the Regional Center serving the Applicant’s County of Residence. (RFA <b>Section 1</b> )
7		I understand that if the applicant insists that he/she be allowed to sign a waiver, I must attach a copy of the signed waiver to the Certification and Documentation of Equipment Need form. (RFA <b>Section 5.1</b> )



A	B	C
#	Initial	Terms
8		I understand that, if I determine that an Applicant cannot use a BTE hearing aid, I must document this limitation: (a) in the “Physical Limitations” subsection of the “Certification and Documentation of Equipment Need” and (b) in a letter (printed on company letterhead stationery) addressed to the Division’s Equipment Distribution Coordinator. In that event, <b>with the coordinator’s prior written consent</b> , I may fit the Recipient with a telecoil-equipped, full-shell, in-the-ear (ITE) hearing aid. Notwithstanding the foregoing, only a BTE hearing aid will be approved for a resident of any skilled care nursing facility. (RFA Section 5.4)
9		I understand that if I determine that an Applicant does not need the additional technology built in the telecoil equipped hearing aid, the audiologist or hearing instrument specialist <b>MUST</b> provide a letter of justification in detailed written description of why you are not including the additional technology to the telecoil equipped hearing aid for the applicant and must have pre-authorization from DSDHH to proceed without the additional technology included. (Prerequisite, p.3)
10		I understand the Reimbursement allowances as defined within this Contract and know that all costs for fitting an Applicant with a hearing aid through the Equipment Distribution Service <b>cannot exceed \$1,600.00</b> . I further understand that no costs will be passed off to the Applicant or any member of the Applicant’s family. (RFA Section 8.4)
11		I understand that authorizations are only valid for twelve months and that invoices received by the Division after the end of the twelve months will not be paid. (RFA Section 8.5)

By initialing and signing this Verification, the undersigned hereby verifies that he or she: (a) has been shown a copy of the Contract between the between the Department of Health and Human Services, Division of Services for the Deaf and the Hard of Hearing, and the Contractor named below; (b) understands that the terms in the foregoing table summarize the terms of that Contract; (c) has read and understands the terms in the table; and (d) will comply with those terms when dispensing telecoil-equipped hearing aids under the Contract.

---

Contractor’s Printed Name

---

Signature

Date

**NOTE TO CONTRACTOR:** Attach a copy of the above-named Audiologist’s or Hearing Instrument Specialist’s license or letter of renewal/verification of licensure to this Verification.





**ATTACHMENT I**

**Notification of DSDHH RFA Information Change**

In accordance to Section 6.14 of the Contract, I hereby notify DSDHH of the following change(s). **Personnel changes must be submitted and on file with DSDHH prior to a new employee certifying and / or fitting applicants for EDS hearing aid assistance. Complete all sections as appropriate to your notification.**

Date of Notification \_\_\_\_\_

**Business Name and Address of Provider: (as submitted on Attachment B of RFA)**

Business Name \_\_\_\_\_

Address \_\_\_\_\_

Person Submitting Information \_\_\_\_\_

Date \_\_\_\_\_ Contact Number \_\_\_\_\_ Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Provider Tax ID # \_\_\_\_\_

**Contact Person if NOT same Person submitting Information**

Name \_\_\_\_\_ Phone Number \_\_\_\_\_ E-Mail Address \_\_\_\_\_

**I. ADDITION / DELETION OF STAFF (check one) \_\_\_\_\_ ADD \_\_\_\_\_ DELETE**

Name of Employee	_____	Start/Stop Date of Employee	_____
Office Location Assigned of Named Employee	_____		
Staff Person is Licensed in the State of North Carolina to dispense hearing aids? (check (√) one)	YES	_____	NO

**Proof of Licensure MUST be submitted with signed Audiologist and Hearing Instrument Specialist verification form at time of notification**

**II. CHANGE OF BUSINESS ADDRESS OR OFFICE \_\_\_\_\_ ADD \_\_\_\_\_ DELETE**

DBA Name of Office (if applicable)	_____						
Address of Office Location	_____						
Office Telephone Number	_____						
This Office is: (check (√) one)	New Purchase	_____	Closure	_____	Address Change	_____	
If Closure, is office: (check (√) one)	Relocated	_____	Permanent Closure (must contact DSDHH)	_____			

**III. Change of TAX IDENTIFICATION NUMBER (New W-9 must be submitted with Notification)**

Old Provider Name (as registered) W-9 Number	_____
New Provider Name (if applicable, as registered) New W-9 Number	_____

**ATTACHMENT J**

**WAIVER CONTENT EXAMPLE**

By my undersigned signature, I affirm that my age is eighteen years of age or older. I have been advised by \_\_\_\_\_ (Hearing aid dispenser's name) that the Federal Food and Drug Administration has determined that my best health interest would be served if I had a medical evaluation by a licensed physician (preferably a physician who specializes in diseases of the ear) before purchasing a hearing aid.

The above-named hearing aid dispenser has:

- 1) Informed me that exercising a waiver is not in my best health interest; and,
- 2) Has not in any way actively encouraged me to waive such a medical evaluation.

I attest that I am of sound mind and it is my sole decision to forego getting a medical evaluation and therefore desire to sign a waiver.

---


Customers Name

Date

Fax or Email All Documents to:  
Thomas Kuszaj  
(919) 715 0924  
Thomas.kuszaj@dhhs.nc.gov

DSDHH Notification Form

Ver. 9/1/2022

NC Office of the State Controller (IRS Form W-9 will not be accepted in lieu of this form) <b>*Denotes a Required Field</b>	<b>STATE OF NORTH CAROLINA</b> <b>SUBSTITUTE W-9 FORM</b> <b>Request for Taxpayer Identification Number</b>	
---	---	---

<b>Section 1 – Taxpayer Identification</b>	*1. <input type="checkbox"/> Social Security Number (SSN), OR <input type="checkbox"/> Employer Identification Number (EIN), OR <input type="checkbox"/> Individual Taxpayer Identification Number (ITIN) *2.	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 28% for backup withholding tax.			
	*4. Legal Name (as shown on your income tax return):	3. <b>Dunn &amp; Bradstreet Universal Numbering System (DUNS) (see instructions)</b>			
	5. Business Name/DBA/Disregarded Entity Name, if different from Legal Name:				
	<b>Contact Information</b>				
	*6. Legal Address	7. Remittance Address (Location specifically used for payment that is different from Legal Address, if applicable)			
	*Address Line 1:	Address Line 1:			
	Address Line 2:	Address Line 2:			
	*City	*State	*Zip (9 digit)	City State Zip (9 digit)	
	*County	County			
	*8. Contact Name:				
	*9. Phone Number:				
10. Fax Number:					
11. Email Address:					
<b>*12. Entity Type</b>		<b>*13. Entity Classification</b>	<b>14. Exemptions (see instructions)</b>		
<input type="checkbox"/> Individual/Sole Proprietor/Single-member LLC <input type="checkbox"/> C-Corporation <input type="checkbox"/> S-Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Estate <input type="checkbox"/> Other _____ <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____		<input type="checkbox"/> Medical Services <input type="checkbox"/> Legal/Attorney Services <input type="checkbox"/> NC Local Govt <input type="checkbox"/> Federal Govt <input type="checkbox"/> NC State Agency <input type="checkbox"/> Other Govt <input type="checkbox"/> Other (specify)	Exempt payee code (if any):  Exemption from FATCA reporting code (if any):		
<b>Note:</b> 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.					
Under penalties of perjury, I certify that:					
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 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 3. I am a U.S. citizen or other U.S. person (defined later in general instructions), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.					
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> ):					
*Printed Name:			*Printed Title:		
*Authorized U.S. Signature:			* Date:		

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.