

REQUEST FOR APPLICATIONS
National Deaf-Blind Equipment Distribution Program (NDBEDP) Trainer Vendor List

RFA Posted	August 15, 2016		
Questions Due	Anytime until March 31, 2019		
Applications Due	Open Enrollment of RFA throughout Contract Period		
Anticipated Notice of Award	Continual Upon Review and Acceptance		
Anticipated Performance Period	August 15, 2016 through June 30, 2019		
Service	Equipment and Technology Training specific to use of Assistive Technology for Deaf-Blind		
Issuing Agency	Division of Services for the Deaf and the Hard of Hearing 1100 Navaho Dr., GL-3 Raleigh, NC 27609		
E-mail Applications and Questions to	Jeff Mobley NDBEDP Manager / Administrator	Email	Jeff.Mobley@dhhs.nc.gov

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

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

To Be Completed By Contractor:

Contractor Name (printed):	Social Security Number:
Contractor's Street Address:	E-Mail Address:
City, State & Street Address Zip:	Telephone Number:
Signature of Contractor:	Date:

Unsigned or Incomplete Applications Shall Be Returned Without Being Reviewed

NOTICE OF AWARD/FOR NC DHHS USE ONLY: Application accepted and awarded on _____.		
The Contract shall begin on _____, and shall terminate on _____.		
By: _____	_____	_____
Signature of Authorized Representative	Printed Name of Authorized Representative	Title of Authorized Representative

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1) INTRODUCTION

Assistive technology equipment training is a very specialized field and requires the use of qualified personnel to provide individualized training to individuals who are Deaf-Blind. The purpose of this Request for Application (RFA) process is to solicit applications from individuals, referred to hereafter as “Applicants” or “Contractors”, depending upon the context, who are knowledgeable, experienced, and interested in providing assistive technology training for Deaf-Blind consumers eligible to receive equipment from the National Deaf-Blind Equipment Distribution Program (NDBEDP), a program administrated by Division of Services for the Deaf and Hard of Hearing (DSDHH), referred hereinafter as the “Hiring Agency”, in the state of NC. Contractors may also provide assistive technology training and consultation to service providers and agencies that serve Deaf-Blind consumers as needed.

The Division’s acceptance of an application will create a list of qualified individuals interested in providing assistive technology training to Deaf-Blind consumers as it relates to the NDBEDP. DSDHH will accept applicants that possess the qualifications detailed in and agree to the terms of this Request for Applications (RFA). The goal of the RFA is to maintain an accepted list of individuals to refer to when the need for training arises.

Being on the accepted list does not guarantee a Contractor (Trainer) will receive a work order. If DSDHH issues a work order, a Contractor may decline to accept the work order if he/she is not available at the time and place specified by the Hiring Agency

This list is designed to:

- a) Provide an in-house list of individuals knowledgeable, experienced, and qualified to provide assistive technology training and consultation as needed
- b) Provide NDBEDP Trainers that are available statewide for assistive technology training pertinent to Deaf-Blind individuals as well as serve as trainers/consultants to service providers and agencies that serve Deaf-Blind consumers as needed.
- c) Establish standards including rate of pay and the use of Driver/Support Service Providers and interpreters as needed for contractors on the Trainer list.

The provision of assistive technology training is specific to eligible Deaf-Blind individuals. This service gives Deaf-Blind individuals the skills to utilize equipment that meets their telecommunication and distance communication needs, making it possible for them to make a phone call, send an email message, or access the Internet. Consultation and training services may also be provided to agencies and service providers for Deaf-Blind consumers.

DSDHH is responsible for the application and assessment process pertaining to NDBEDP rules and regulations set forth by the Federal Communications Commission. The designated staff of Deaf Services Specialists, Deaf-Blind Services Specialists, including the Deaf-Blind Specialists from the Division of Services for the Blind, meet with Deaf-Blind consumers to assess and qualify consumers for applicable NDBEDP equipment. Trainers are sometimes utilized for the assessment process in order to make appropriate recommendations based on consumer’s equipment needs and skill levels. Designated DSDHH or DSB specialists will receive the equipment ordered for consumers within their catchment areas at their work sites and deliver the equipment to the consumers. Designated staff must document equipment type and serial numbers upon arrival by mail prior to delivery. When trainers receive work orders, they will have information about the equipment received, the specified training needs, and site of training. The majority of training may take place at the consumer’s residence or other sites as specified in the work order.

2) PURPOSE

The Trainer list will allow DSDHH an efficient way to contact qualified individuals that offer assistive technology training services. The individuals on this list will have agreed to the Scope of Services, indicating an understanding of the provision of services, including reimbursement and cancellation policies. Training will help Deaf-Blind consumers to better utilize the equipment they receive through the NDBEDP. Equipment distributed may be, but is not limited to, iDevices such as iPhones or iPads with accessibility features, including Braille technology for PC, Mac, or Smartphone including iOS and Android devices and a combination of other accessories. A comprehensive listing of equipment that may be provided may be viewed through web links provided in Section 6.1 b).

3) BACKGROUND

The National Deaf-Blind Equipment Distribution Program (NDBEDP) is a national program required by the Twenty-First Century Communications and Video Accessibility Act (CVAA) that provides funds annually for the distribution of

communications equipment to low-income individuals who are Deaf-Blind. It is to ensure that every person with combined hearing and vision loss has access to modern telecommunication tools and the training necessary to use them. The provided training is expected to prepare a deaf-blind consumer to take full advantage of the features and functionality that today's communication technologies provide. Modern technology has vastly expanded the way most people communicate through voice, data, and video services. But for people who have combined vision and hearing loss, special equipment may be necessary to make a phone call, send an email message, or access the Internet.

The DSDHH has been selected by the Federal Communications Commission (FCC) to administer the NDBEDP for North Carolina. DSDHH is established in state statute to review existing programs for persons who are Deaf, Deaf-Blind, or Hard of Hearing; and:

- a) To recommend improvements to the program(s);
- b) To provide a network of resource centers for local access to services;
- c) To collect, study, maintain, publish, and disseminate information relative to all aspects of Deafness;
- d) To promote public awareness of the needs, resources, and opportunities available to persons who are Deaf, Deaf-Blind, or Hard of Hearing;
- e) To provide technical assistance to agencies and organizations who serve persons who are Deaf, Deaf-Blind, or Hard of Hearing;
- f) To administer the Telecommunications Program (Relay Services);
- g) To establish training and evaluation standards for interpreters; and,
- h) Other duties as assigned by the Secretary of the Department of Health and Human Services.

DSDHH works collaboratively with, but is not limited to, the following agencies:

- a) Division of Vocational Rehabilitation Service;
- b) Statewide Independent Living Council;
- c) Division of Services for the Blind;
- d) NC Assistive Technology Program;
- e) NC Registry of Interpreters for the Deaf;
- f) NC Association of the Deaf;
- g) NC Deaf-Blind Associates;
- h) NC Hearing Loss Association of America;
- i) NC Black Deaf Advocates;
- j) NC American Sign Language Teacher's Association;
- k) The Division of Aging and Adult Services; and,
- l) The Division of Mental Health Developmental Disabilities and Substance Abuse Service.

The number of adults with hearing loss in North Carolina is growing. Although it is not possible to obtain a precise count of adults with hearing loss, it is possible to estimate. DSDHH has analyzed data from a variety of sources and in 2010 discovered 16.2% (1,182,610) adults in NC has hearing loss. By 2030, the number will increase by 41% (1,669,518). It is also estimated that NC has approximately 30,000 individuals that meet the definition of Deaf-Blind (having combined significant hearing and vision loss).

4) ELIGIBILITY OF APPLICANT

Knowledge, Skills, and Abilities: Applicants applying to provide individualized training for equipment distributed to individuals who are Deaf-Blind must have knowledge of appropriate training techniques and approaches that support multiple aspects of this service. The equipment provided to serve a specific purpose(s) for a Deaf-Blind consumer most often is unique to its intended purpose, and it can be difficult to find an applicant who has extensive knowledge of all the types of equipment and how to train a consumer using best practices and methods. Therefore, the applicant applying to become a Trainer, at a minimum, should have a background in assistive technology that is available to Deaf-Blind individuals for the purpose of telecommunication or/and distance communication.

At a minimum, an applicant should:

- a) Possess knowledge, skills, and abilities gained through at least two (2) years of personally using and/or training others to use assistive technology pertaining to Deaf-Blind needs. This type of experience will assist the Trainer in organizing the training so that it is specialized to the characteristics and individualized needs of the Deaf-Blind consumer.

- b) An ability to communicate in American Sign Language (ASL) and knowledge of communication access requirements such as sign language interpreting services would be an attribute for the Applicant, but not a requirement;
- c) An ability to provide technical guidance and feedback to help individuals develop the skills needed to maximize the use of equipment;
- d) Evidence of being a high school graduate;
- e) Provide materials/credentials in his/her application that substantiate ancillary training in the field of working with Deaf-Blind individuals in a classroom setting or in a hands-on environment;
- f) An applicant must list all characteristics of his/her knowledge, skills, and abilities that are commensurate with, but not limited to, the following in his/her application:
 - (1) Experiences and knowledge in personal computer workstations, both stationary and mobile to include Laptops and iPads;
 - (2) Experiences and knowledges in software systems/applications and hardware components that were developed and designed to assist and support users that are Deaf-Blind. Examples of these systems/applications and hardware components are:
 - i. Refreshable braille displays or braille terminals;
 - ii. CCTV (closed circuit television systems) video magnifier tools; and,
 - iii. Screen reading applications/aids such as JAWS (Job Access With Speech), Window Eyes, NVDA (nonvisual desktop access), Voiceover, and Zoomtext.
- g) Have clearance from Human Resources determined by results of drug testing and criminal background check. DSDHH shall have on file a consent and clearance of drug test and criminal background results valid from date the Contractor is approved to be an assistive technology equipment trainer through June 30, 2019. The Contractor shall submit to these tests by signing authorization forms (Attachments G, H, & I) and returning the signed documents with this RFA to the NDBEDP Administrator.

5) DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **Assessor:** A designated staff who travels to a deaf-blind person's residence that has expressed an interest in getting assistance to assess circumstances and determine if the person is eligible, and if yes, to also determine the specific equipment that the person needs to capsize on the offerings of the NDBEDP.
- b) **Assistive Technology Trainer:** An individual that is qualified to train consumers to use equipment that is provided by the NDBEDP.
- c) **Assistive Technology:** Any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve functional capabilities of a person with a disability.
- d) **Consumer:** The person receiving the training.
- e) **Contractor or Trainer:** Pre-Qualified personnel with knowledge and experience to provide assistive technology training and consultation as needed.
- f) **DHHS:** Department of Health and Human Services
- g) **D/DBSC:** Deaf/Deaf-Blind Services Coordinator
- h) **DSB:** Division of Services for the Blind
- i) **DSDHH:** Division of Services for the Deaf and the Hard of Hearing
- j) **DSS:** Deaf Services Specialist
- k) **D/SSP:** Driver / Support Service Provider
- l) **D/SSPVL:** Driver / Support Service Provider Vendor List
- m) **Hiring Agency:** Any DSDHH location, which can include any Regional Center (Asheville, Morganton, Charlotte, Greensboro, Raleigh, and Wilson) and the Central Office located in Raleigh.
- n) **ISVL:** Interpreter Services Vendor List
- o) **NDBEDP:** National Deaf-Blind Equipment Distribution Program
- p) **RFA:** Request for Applications
- q) **Trainer Request Order:** The document that is sent to a Trainer that notifies him/her that an assignment has been scheduled. May also be referred to as a Work Order.

6) SCOPE OF WORK

6.1 Description of Responsibilities and Duties:

An Assistive Technology Trainer shall:

- a) Provide one-on-one or small group assistive technology training to Deaf-Blind individuals or service providers/agencies serving Deaf-Blind consumers per request of Hiring Agency.
- b) Provide training in the use of, but not limited to, iDevices such as iPhones or iPads with accessibility features, including Braille products, also Braille displays for PC, Mac or Smartphone including iOS and Android devices and a combination of other accessories. A comprehensive listing of the equipment that may be provided to a consumer/client is available through the following links under www.icanconnect.org :
 - i. <http://www.icanconnect.org/equipment/braille-devices>
 - ii. <http://www.icanconnect.org/equipment/computers>
 - iii. <http://www.icanconnect.org/equipment-categories/mobile-devices>
- c) Provide education to Deaf-Blind individuals, Deaf-Blind consumer organizations, and/or agencies serving Deaf-Blind consumers regarding the NDBEDP and accessible equipment.
- d) Travel to eligible Deaf-Blind individuals' homes as assigned for installation and training only. This contract does not include assessment or other equipment suggestions.
- e) Provide a Consumer Evaluation Survey form to the consumer after each consumer training incorporated by reference and submit with invoice. (attached herein labeled Attachment E)
- f) Provide a Program Trainer Report incorporated by reference and submit with invoice (attached herein labeled Attachment F).
- g) Follow-up, if requested by the DSDHH, with trained Deaf-Blind individual(s) to assure they understand and are able to use their equipment.
- h) Report to DSDHH Administrative Office any equipment malfunctions or issues.
- i) Return to Deaf-Blind Individuals' homes to troubleshoot equipment per request from DSDHH Administrative Office.
- j) Training will take place in North Carolina at any one of the following:
 - i. Consumer's home
 - ii. DSDHH Regional Centers
 - iii. Division of the Blind Regional Centers
 - iv. Deaf-Blind related clinics such as Lion's Clinics for the Blind
 - v. Public facilities; libraries, senior centers, or independent living centers
 - vi. NC Assistive Technology centers
 - vii. Agreed upon locations with accessible WiFi as needed to train consumer how to utilize mobile devices
- k) All Contractors shall attend required scheduled meetings / trainings as determined and notified by the hiring agency (DSDHH). These meetings may utilize various forms of conferencing technologies available; however, some may require attendance at a designated place.
- l) Contractors who need assistance with transportation or accessing the environment due to being Deaf-Blind, Visually-Impaired or Blind shall notify the DSDHH NDBEDP Point of Contact, to implement the assignment of the D/SSP.
- m) All Contractors who have a communication barrier with an assigned consumer shall coordinate with the Assessor to express this need. The assessor that completed the consumer assessment will work with DSDHH NDBEDP Point of Contact, who will then coordinate with other appropriate DSDHH Administrative Office staff to implement the assignment of the Interpreter.

- n) The Contractor shall include the time worked by the D/SSP and/or Interpreter on the DHHS NDBEDP Trainer Invoice (**Attachment J**).

This document has a section located on the lower left side that appears as follows:

D/SSP Services Used	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Name of D/SSP _____		
Number of Hours D/SSP Spent on Assignment _____		
Interpreter Services Used	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Name of Interpreter: _____		
Number of Hours Interpreter Spent on Assignment _____		

The Contractor must check the Yes or No box, and if the Yes box is checked, input the D/SSP's and/or Interpreter's name and input the number of hours worked. Contractors should exercise care and caution to insure that the reported hours spent on the assignment are accurate, as this number of hours will be compared to the hours reported by the D/SSP and/or Interpreter on the invoice he/she submits for this assignment.

6.2 Performance Requirements:

Individuals providing the training services described in this document must conduct professional business practices as stated below:

- a) Stay abreast of any new equipment and mainstream applications introduced into the assistive technology marketplace for Deaf-Blind individuals and inform DSDHH of such.
- b) Hours of operations vary and may include evenings and weekends only when prior approval is obtained before service is provided. The length of training may vary, depending on the skill development abilities of the consumer.
- c) A standard allocation of time to train a consumer is established at ten (10) hours. Fully utilizing the ten (10) hour allocation is not necessary if the Trainer can attest that the consumer is well trained and does not need further training. The Trainer must work within this established allocation unless and except when the Trainer deems that the specific consumer cannot be totally and completely trained to fully utilize the assigned equipment within this time period. If the Trainer deems that additional hours are needed, he/she must get prior approval from the DSDHH Contract Administrator before continuing the training.
- d) Arriving punctually to assignments. This action will require the Contractor to determine the travel time to a consumer's home or other location that may be assigned and computing the travel time necessary to arrive punctually;
- e) Possessing the skills and knowledge required for training individuals. This action will require the Contractor to determine from the work order received an exact description of the training that will be required, and if the Contractor does not have an overall total understanding of how best to deliver the training, the Contractor must educate him/herself prior to arriving at the training site;
- f) Demonstrating respect for consumers. This action may require the Contractor to perform an analogy of what he/she can expect when he/she arrives at the identified location. Will the consumer be able to answer the door, are there specific circumstances at the location that the Contractor should be aware of and make addressment thereto before arriving, etc.;
- g) Maintaining ethical business practices. This action will require the Contractor to conform to accepted standards of conduct without exceptions;
- h) At least 95% of evaluations completed by the consumer/client shall reflect that:
 - i. The consumer learned how to operate and use the desired equipment congruent with instructions provided by the Contractor;

- ii. The consumer understood the essential features of the equipment in initial stages of the provided training, and the Contractor continued his/her training until the client was able to fully utilize the equipment and all of its features.
- iii. The trainer showed up on time for the training session

6.3 Additional Contractor Requirements

The Contractor agrees:

- a) By his/her signature on the cover page of this document that he/she will adhere to all policies and procedures related to the NDBEDP as outlined in this RFA contract including all of its terms and conditions and attachments thereto.
- b) To submit to drug testing and criminal background check as defined or described in Attachments G and H;
- c) To assume responsibility as a lead for the DSDHH as he/she begins and continues training for a consumer;
- d) To maintain communications, as needed, with the DSDHH Administrative Office and with the staff who provided the assessment when issues might arise;
- e) To train the consumer on the equipment selected and delivered without interfering in decision-making of the consumer by directly suggesting other / better equipment to him/her. Recommendations such as these are to be made directly to the staff who provided the original assessment.

7) WORK SCHEDULE:

The work schedule for Contractors on the approved list to provide training will vary because trainer request orders will only be issued on an as-needed basis. Contractors performing the training services will at all times be considered independent contractors working on a part-time basis. The DSDHH does not guarantee a minimum number of assignments that services will be provided.

Trainer request orders are initiated by DSDHH as a result of being notified by an Assessor that equipment for a consumer has been or will be installed in the consumer's residence and that the client needs training to utilize the equipment. DSDHH notifies the potential Trainer initially by email, and follows up by sending documentation confirming the forthcoming assignment.

A Contractor may decline to accept a work order if the Contractor is not available at the time and place specified by DSDHH. If a Contractor does not accept or confirm an assignment once a work order is issued within at least forty-eight (48) hours before the assignment is scheduled to begin, the Hiring Agency may issue a work order to another Contractor on the Trainer List. The Hiring Agency may send inquiries regarding availability of an assignment to multiple Contractors and then proceed with a work order after identifying an available Contractor that agrees to accept the assignment.

8) DISBURSEMENTS:

A. Payment for Services

1. Payment for assistive technology training is \$75.00 per hour for services rendered.
2. The Contractor shall be paid for assistive technology training as detailed on the schedule below:
 - a. The **standard** rate (\$75.00) shall be paid for services rendered Monday through Friday between the hours of 7:00 AM and 5:00 PM.

- b. The **enhanced** rate (time and half - \$112.50) shall be paid for services rendered Monday through Friday between the hours of 5:00 PM and 7:00 AM; any time on weekends; and any time on State holidays. A list of State holidays can be found online at: <http://www.osp.state.nc.us/holsched.htm>. Prior approval from DSDHH must be obtained before services are provided after 5:00 P.M., weekends, or on holidays.
- c. The Contractor shall bill in quarter-hour increments and may bill for a quarter-hour increment if the Contractor works any portion of that quarter-hour.
 - a) Example: If an individual Contractor is confirmed to provide assistive technology training for three hours and actually works for three hours and five minutes, the Contractor may bill for three hours and fifteen minutes (3.25).
 - b) Example: If a Contractor is confirmed to provide assistive technology training for three hours and actually worked for three hours and thirty five minutes, the Contractor may bill for three hours and forty five minutes (3.75).
3. When providing training for more than a one (1) day national, regional, or statewide meetings or conferences held in the State of North Carolina, the hiring agency may negotiate with the Contractor an all-inclusive flat fee for the meeting or conference in lieu of paying the Contractor the standard and enhanced hourly rates, and the all-inclusive flat fee must be agreed upon in advance and documentation provided with invoice.
4. If requested to attend a conference and/or meeting specifically for consultation purposes such as participating in an informational type setting or communications with others that may include specific equipment issues, the best combinations of equipment to use, and any challenges that are presented so that best practices are shared so that the DSDHH Trainer is somewhat enabled to refresh or enhance his/her skills, the rate of \$25.00 hourly will be compensated.

B. Travel Expenses

1. Travel time related to training consumers to and from the assigned location will be paid a flat rate of \$25.00 / hour. A one (1) hour lunch break will be allowed for training that is scheduled during standard lunch hours of 11:00 A.M. to 2:00 P.M. and will be paid a rate of \$25.00 for that one (1) hour. The normal training fee will not be paid when a lunch break is taken during a training session.
2. Any travel for assignments other than training, including overnight stay, must always be pre-approved by the Hiring Agency. Reimbursement will be at the established In-State rates. The Contractor may bill the Hiring Agency for his or her travel expenses pursuant to the terms of the Travel Policies for State Employees. Those policies are set out in Section 5.1 of the State Budget Manual, specifically beginning on page 120, which can be found online at: <https://ncosbm.s3.amazonaws.com/s3fs-public/documents/files/BudgetManual.pdf>

C. Cancellations, Late Arrivals, and Other Circumstances

1. The Contractor will not receive any compensation if notified of a cancellation twenty-four (24) or more contiguous hours prior to a scheduled assignment.
2. The Contractor will be compensated for one-half (50%) of the scheduled training time if notification of cancellation is given less than twenty four (24) contiguous hours prior to an assignment. For purposes of this contract, three (3) hours is routinely considered the average time for an initial training session; however, a training session may be scheduled for a lesser time [two (2) hours for example]. If this type cancellation occurs, the submitted invoice must not exceed more than one half (50%) of the number of hours of the scheduled training session. Every work order issued will always have the number of training hours expected for the training identified.
3. Training sessions after the initial session are generally planned through the Trainer and the Client. Any cancellation that occurs for the initial training session and all others for an individual consumer must include extenuating circumstances that are no fault of the Trainer in order to be invoiced for any amount.
4. By way of illustration, extenuating circumstances may occur if the consumer has a personal or medical emergency for example; or, if the consumer has any type of mental or physical impairment that is conducive to a state of non-preparedness that would not merit a positive accomplishment in regards to holding the training session. If the

training session is scheduled and does not occur through no fault of the Trainer, the Hiring Agency will pay the Contractor a fee equal to one-half (50%) of the number of hours scheduled for the assignment multiplied by the hourly rate.

5. Cancellations may occur as a result of severe meteorological weather conditions. Payment for services may be authorized when it is necessary for a contractor to cancel because of severe meteorological weather conditions. These conditions must be in process or forecast by a local or national weather forecasting service in a current or imminent timeframe. In addition, the severe meteorological weather conditions must be occurring or in the imminent future in the route that encompasses traveling to the consumers location from the trainers duty station or home, whichever applicable. The Contractor MUST contact the DSDHH Administrative Office to explain the weather related circumstances, and the DSDHH must send a written document/email message to the Contractor that approves the submittal of an invoice.

The DSDHH Administrative Office reserves the right to reject the Contractor's claim and deny submittal of an invoice.

If this event occurs and DSDHH approves, the Contractor must attach this written approval to his/her invoice in place of the Consumer Evaluation Survey (Attachment E) and the Program Trainer Report (Attachment F) as required in Section 6.1, e) and f).

6. If the Contractor does not accept or confirm an engagement at least forty-eight (48) contiguous hours before the assignment is scheduled to begin, the Hiring Agency may cancel its work order and hire another Contractor on the list.

9) DIVISION RESPONSIBILITIES

The Hiring Agency will:

- a. Manage the application and assessment process pertaining to NDBEDP rules and regulations set forth by the Federal Communications Commission.
- b. The designated staff, including Deaf Services Specialists; Deaf-Blind Services Specialists; and, the Deaf-Blind Specialists from the Division of Services for the Blind will meet with Deaf-Blind consumers to assess and qualify consumers for applicable NDBEDP equipment.
- c. Designated DSDHH or DSB specialists will receive the equipment ordered for consumers under their catchment areas at their work sites and deliver the equipment to the consumers. The staff will document equipment type and serial numbers upon arrival by mail prior to delivery. The designated specialist will submit trainer requests to DSDHH NDBEDP Contract Administrator as needed.
- d. The Deaf / Deaf-Blind Services Coordinator will take the lead as the Subject Matter Expert on any questions or issues related to best practices of service provision for Deaf-Blind Consumers. The D/DBSC will also provide training, as needed, with relative information to all Contractors (Trainers) on issues such as communication with Deaf-Blind people, cultural information, haptics, Deaf-Blind interpreting, and other programmatic issues. The D/DBSC, who is the contract administrator for the DSSPVL, will email the D/SSPVL to Contractors as updated.
- e. Monitor the administrative procedures in place and ensure compliance by all Contractors as related to complete an accurate documentation and to ensure that established timelines, deadlines, and measures are met by the Contractors

10) TERM OF CONTRACT

This Contract Offering shall be effective August 15, 2016 and continue until June 30, 2019. Any individual wishing to apply to be placed on the NDBEDP Trainer List after the August 15th start date may submit an application at any time during the listed dates; however, the applicant must wait to receive a confirmation letter from the Contract Administrator that will indicate their effective date of approval before an expectation of any assignment may occur.

11) INVOICING

The Contractor shall submit to the Hiring Agency, an invoice for each assignment for the previous month by the 10th of following month and, upon approval by the Department, receive payment within 30 days. Invoice must be submitted using the appropriate invoice form as determined by the Hiring Agency that is attached hereto as **Attachment J**. All payments are contingent upon fund availability. Payment shall be made in accordance with the contract documents as described in the scope of work. The consumer evaluation form (**Attachment E**) and the NDBEDP Trainer Report (**Attachment F**) must be included with every invoice submission, **unless** the invoice is submitted for services that were cancelled by DSDHH less than twenty four (24) contiguous hours before the scheduled assignment; because of extenuating circumstances; or, because of severe meteorological weather conditions as described and defined in accordance with this RFA. **If cancelled because of these reasons, the invoice must have the written approval to invoice that was issued by DSDHH. This written approval must be tendered with the invoice.**

Invoices may be sent by email or USPS to:

Division of Services for the Deaf and Hard of Hearing
Attention: Carolyn Cowan
2301 Mail Service Center
Raleigh, NC 27699-2301
Email: Carolyn.cowan@dhhs.nc.gov

12) THE SOLICITATION PROCESS

The following is a general description of the process by which individuals will be selected to complete the goal or objective of this RFA:

- a) RFAs will be sent to prospective service providers.
- b) Written questions concerning the RFA specifications will be received from any prospective service provider under consideration of submitting an application to the RFA.
- c) Applications will be received from each individual. The original must be signed and dated.
- d) Applications will be received throughout the term of the contract. Faxed applications will not be accepted.
- e) At their option, the evaluators may request additional information from any or all Contractors for the purpose of clarification or to amplify the materials presented in any part of the application. However, individuals are cautioned that the evaluators are not required to request clarification: therefore, all applications should be complete and reflect the most favorable terms available from the agency or organization.
- f) Applications will be evaluated according to completeness, content, experience with similar projects, ability to perform required tasks, demand of service within specific Contractor area, etc.
- g) Individuals are cautioned that this is a request for applications, and the funding agency reserves the right to reject any and all applications when such rejections are deemed to be in the best interest of the funding agency.

13) GENERAL INFORMATION ON SUBMITTING APPLICATIONS

- 1) Award or Rejection - All qualified applications will be evaluated and awards made to those individuals whose capabilities are deemed to be in the best interest of the funding agency. The funding agency reserves the unqualified right to reject any or all offers if determined to be in its best interest. Successful Contractors will be notified within 30 days of receipt of clearance from all required testing and background checks.
- 2) Decline to Offer - Any individual that receives a copy of the RFA but declines to make an offer is requested to send a written "Decline to Offer" to the funding agency. Failure to respond as requested may subject the individual to removal from consideration of future RFAs.
- 3) Cost of Application Preparation - Any cost incurred by an individual in preparing or submitting an application is the

individual's sole responsibility; the funding agency will not reimburse any individual for any pre-award costs incurred.

- 4) Elaborate Applications - Elaborate applications in the form of brochures or other presentations beyond that necessary to present a complete and effective application are not desired.
- 5) Oral Explanations - The funding agency will not be bound by oral explanations or instructions given at any time during the evaluation process or after awarding the grant.
- 6) Reference to Other Data - Only information that is received in response to this RFA will be evaluated; reference to information previously submitted will not suffice.
- 7) Titles - Titles and headings in this RFA and any subsequent RFA are for convenience only and shall have no binding force or effect.
- 8) Form of Application - Each application must be submitted on the form provided by the funding agency, which will become the funding agency's Performance Agreement (contract).
- 9) Exceptions - All applications are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions. The attachment of other terms and condition by any individual may be grounds for rejection of that agency or organization's application. Selected individuals specifically agree to the conditions set forth in the Performance Agreement (contract).
- 10) Advertising - In submitting its application, individuals agree not to use the results therefrom or as part of any news release or commercial advertising without prior written approval of the funding agency.
- 11) Right to Submitted Material - All responses, inquiries, or correspondence relating to or in reference to the RFA, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by an individual will become the property of the funding agency when received.
- 12) Competitive Offer - Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any application submitted in response to this RFA thereby certifies that this application has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.
- 13) Proprietary Information - Trade secrets or similar proprietary data which the individual does not wish disclosed to other than personnel involved in the evaluation will be kept confidential to the extent permitted by NCAC TO1: 05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL." Any section of the application that is to remain confidential shall also be so marked in boldface on the title page of that section.
- 14) Participation Encouraged - Pursuant to Article 3 and 3C, Chapter 143 of the North Carolina General Statutes and Executive Order No. 77, the funding agency invites and encourages participation in this RFA by individuals who are minorities, women and the disabled including utilization as subcontractor(s) to perform functions under this Request for Applications.
- 15) Contract - The Division will issue a contract to the recipient of the grant that will include their application.
- 16) Federal Certifications - Contractors receiving Federal funds will be required to execute Federal Certifications regarding Non-discrimination, Drug-Free Workplace, Environmental Tobacco Smoke, Debarment, Lobbying, and Lobbying Activities. A copy of the Federal Certifications is included in this RFA for your reference (part of Attachment B). Federal Certifications should be signed and returned with the application.

Please be advised that successful Contractors may be required to have an audit in accordance with G. S. 143-6.2 as applicable to the agency or organization's status. Also, the contract may include assurances the successful Contractor would be required to execute when signing the contract. Agencies or organizations receiving Federal funds will be required to execute a Consolidated Federal Certification form (as applicable). Private not for profit agency contracts will also include a conflict of interest policy statement.

14) APPLICATION CONTENT AND INSTRUCTIONS

Interested applicants should complete/return the following information/documentation:

- 1) Resume indicating required training and experience with pertinent contact information; name, address, phone number, e-mail
- 2) Documentation of equipment training history
- 3) Documentation of experience in working with Deaf-Blind individuals
- 4) W-9 Form (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- 5) At least three references from professionals and/or consumers
- 6) Signed original and two (2) copies of the original Proposal Execution Page - Attachment C
- 7) Signed Federal ID Number - Attachment D
- 8) Completed Criminal Record Check Form: Attachment I
- 9) Signed and completed Drug Test Form – Attachment G
- 10) Signed & dated Criminal Check Consent Form: Attachment H

Additional information may be requested to clarify or elaborate on the submittal. Receipt of any proposal pursuant to this Request for Application shall not constitute an implied intent to be listed as an authorized NDBEDP Trainer. The Community and Telecommunications Resources Program Manager and Contract Administrator has the sole authority to select applicants and reserves the right to reject any and all submittals. By submitting a response to this RFA, prospective applicants waive the right to protest or seek legal remedies whatsoever regarding any aspect of this RFA. In addition, DSDHH reserves the right to issue written notice to all applicants of any changes in the submission schedule or submission requirements, should DSDHH determine in its sole and absolute discretion that such changes are necessary.

Submit complete Application, including signature of authorized representative to the following:

Via USPS: Division of Services for the Deaf and the Hard of Hearing
 Jeff Mobley, NDBEDP Manager
 2301 MSC
 Raleigh, NC 27699-2301

Via UPS, FedEx: Division of Services for the Deaf and the Hard of Hearing
 Jeff Mobley, NDBEDP Manager
 1100 Navaho Dr, GL-3
 Raleigh, NC 27609

15) EVALUATION CRITERIA AND SCORING (DSDHH Administrative Office Only)

PHASE I: INITIAL QUALIFYING CRITERIA

The applicant's proposal must meet all of the following Phase I application acceptance criteria in order to be considered for further evaluation. Any proposal receiving a "no" response to any of the following qualifying criteria shall be disqualified from consideration.

ITEM	APPLICATION ACCEPTANCE CRITERIA	RFA Section	YES	NO
1	Vendor proposal includes all required affirmative statements, assurances and certifications signed by the vendor as described in Section 14 of the RFA			
2	Included in those certifications, the Contractor states that it is not excluded from entering into a contract with DHHS/State due to restrictions related to the federal debarment list, etc.			
3	Vendor meets eligibility requirements as stated in Section 4			
4	Vendor meets the minimum Qualification Requirements as described in Section 4			
5	Program's review of the Contractor verifies that the vendor is not excluded from contracting with DHHS/State for any unresolved finding for recovery			
6	Vendor is not on the IRAN Divestment List			

Attachment A

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Division.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The Division shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

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 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. 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.

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

Indemnification: The Contractor agrees to indemnify and hold harmless the Division, the State of North

Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract.

Insurance: (a) 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. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (1) **Worker's Compensation Insurance:** The Contractor shall provide and maintain worker's compensation insurance, as required by the laws of the states in which its employees work, covering all of the Contractor's employees who are engaged in any work under the contract.
- (2) **Employer's Liability Insurance:** The Contractor shall provide employer's liability insurance, with minimum limits of \$500,000.00, covering all of the Contractor's employees who are engaged in any work under the contract.
- (3) **Commercial General Liability Insurance:** The Contractor shall provide commercial general liability insurance on a comprehensive broad form on an occurrence basis with a minimum combined single limit of \$1,000,000.00 for each occurrence.
- (4) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
 - (A) owned by the Contractor and used in the performance of this contract;
 - (B) hired by the Contractor and used in the performance of this contract; and
 - (C) owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

- (b) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (c) The Contractor understands and agrees that the insurance coverage minimums specified in

- subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (d) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.
 - (e) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.
 - (f) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
 - (g) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
 - (h) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
 - (i) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
 - (j) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance, if requested, to the Division before the Contractor begins work under this contract.

Default and Termination

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

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. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. 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. In case of default by the Contractor, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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 Department and the Contractor and attached to the contract.

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

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.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the Division. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the Division shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the Division determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended (“HIPAA”), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Division may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as 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.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the Division’s Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the contractor is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the Division or the Contractor to give affected persons written notice of a security breach arising out of the Contractor’s performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the

Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant 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. 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. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract (“product” includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the

parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

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 shall give prior approval to any amendment to a contract awarded through those offices.

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.

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.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Division. The term "key personnel" includes any and all persons identified by as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the Division for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

Attachment B

CERTIFICATIONS AND ASSURANCES

1. Conflict of Interest
 - a. Conflict of Interest Acknowledgement and Policy - Individual
2. Iran Divestment Act
3. Federal Certifications
4. State Certifications

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY - INDIVIDUAL

A conflict of interest is a situation in which the individual and/or independent contractor has competing professional or personal interests (usually in a financial or economic nature). Such competing interests can make it difficult to fulfill his or her duties and responsibilities impartially. A conflict of interest exists even if no unethical or improper act results from it. A conflict of interest can create an appearance of impropriety that can undermine confidence in the person, profession, or court system.

As an independent contractor for the Department of Health and Human Services (DHHS) the contractor warrants and affirms the following:

His/her business is independent and that he/she markets his/her professional services to others, except to the extent necessary to avoid a conflict of interest.

The position is not used for financial gain beyond that received directly for this service nor will the work performed on this project create an appearance of a conflict of interest for me or a member of my family or others with whom I have business or other ties.

When a conflict of interest is identified, the contractor will disclose it in writing to the contract administrator listed on the contract.

Signature of Individual

State of _____

County _____

I, _____, Notary Public for said County and State, certify that
_____ personally appeared before me this day and acknowledged and affirmed that they will abide by the foregoing Conflict of Interest Policy

Sworn to and subscribed before me this _____ day of _____, _____.

(Official Seal)

Notary Public

My Commission expires _____, 20 ____

IRAN DIVESTMENT ACT CERTIFICATION

CERTIFICATION OF ELIGIBILITY Under the Iran Divestment Act

As provided in G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. That the undersigned is authorized by the Vendor to make this Certification.

Vendor Name _____

By: _____
Signature Date

Printed Name Title

The State Treasurer's Final Divestment List is found on the State Treasurer's website at the address <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>, which will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but renumbered for codification at the direction of the Revisor of Statutes.

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]

 He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

 He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Title

Contractor Name

Date

[This Certification Must be Signed by the Same Individual Who Signed the Agreement Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
- (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- (h) The Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and,
- (i) The requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and

- ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street _____

City, State, Zip Code _____

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- 4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any sub-awards that contain provisions for children's services and that all sub-grantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions [The phrase "prospective lower tier participant" means the Contractor.]

Instructions

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originates may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all sub-recipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
 12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
 13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
 14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
 15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
 16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

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Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award	<p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
		<p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date Of Last Report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier (if known) _____	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p>	
<p>Congressional District (if known) _____</p>		<p>Congressional District (if known) _____</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number (if applicable) _____</p>	
<p>8. Federal Action Number (if known)</p>	<p>9. Award Amount (if known) \$</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p align="center"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	<p>b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):</p> <p align="center"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ € actual € planned</p>	<p>13. Type of Payment (check all that apply):</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<p>12. Form of Payment (check all that apply):</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary):</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order 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
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): 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/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: 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
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, 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
- (3) **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.
- (4) **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.
- (5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 6. He or she is a duly authorized representative of the Contractor named below;

7. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
8. 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.

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ATTACHMENT C

Proposal Execution Page

By submitting this proposal, the Individual certifies the following:

- 1. Agrees to the rates proposed by the Division for direct cost and travel reimbursement.
- 2. The Individual has read and understands the terms and conditions set forth in this RFA and agrees to them without exception; and

Name of Individual: _____

Individual's Street Address: _____

City, State, Zip Code: _____

Individual's Telephone No: _____ **Individual's Fax:** _____

Individual's E-Mail Address: _____

Will any of the work under this contract be performed outside the United States? **Yes** **No**
If "yes" is checked, explain answer in technical proposal.

Signature	Date
Printed Name	Equipment Trainer Title

THIS PAGE MUST BE SIGNED AND DATED AND SUBMITTED WITH YOUR PROPOSAL
Unsigned proposals will not be considered

ACCEPTANCE OF PROPOSAL BY DIVISION OF SERVICES FOR THE DEAF AND THE HARD OF HEARING

Signature	Date
Jeff Mobley	NDBEDP Administrator/Manager
Printed Name	Title

ATTACHMENT D
Federal Employer Identification Number / Social Security Number

Individual Name: _____

ATTENTION:

Federal Employer Identification Number or alternate identification number (e.g., Social Security Number) is used for internal processing, including proposal tabulation.

Enter Social Security Number here: _____

Pursuant to N.C.G.S. 132-1.10(b) this identification number shall not be released to the public.

This page will be removed and shredded, or otherwise kept confidential prior to the procurement file being made available for public inspection.

**THIS PAGE IS TO BE FILLED OUT AND RETURNED WITH YOUR PROPOSAL.
FAILURE TO DO SO MAY SUBJECT YOUR PROPOSAL TO REJECTION.**

ATTACHMENT E
Consumer Evaluation
 NDBEDP Trainer Service
 Equipment Training
(TO BE COMPLETED BY THE CONSUMER)

Name of Trainer: _____

Name of Consumer: _____

Date(s) of Training: _____

Scheduled Times for Training	Start Time		End Time	
------------------------------	------------	--	----------	--

1	The Trainer arrived timely and training provided met my needs
---	---------------------------------------------------------------

Check one	Agree		Disagree
-----------	-------	--	----------

2	The training time was satisfactory
---	------------------------------------

Check one	Agree		Disagree
-----------	-------	--	----------

3	I am satisfied with the knowledge and skills of the Trainer
---	-------------------------------------------------------------

Check one	Agree		Disagree
-----------	-------	--	----------

4	I have a full understanding of how to use my equipment as a result of the training
---	------------------------------------------------------------------------------------

Check one	Agree		Disagree
-----------	-------	--	----------

ATTACHMENT F
Program Trainer Report
Equipment Training for Deaf-Blind Individuals

Consumer Name: _____

Mailing Address: _____

County: _____

Contact Information (email, phone): _____

Date (s) of Training: _____

Type of equipment: _____

Training Time

(Regular hours: 7 a.m. – 5 p.m.)

Length of Training (hours): _____ & Installation Time (hours): _____

(Evenings and weekend hours: 5 p.m. – 7 a.m.)

Length of Training (hours): _____ & Installation Time (hours): _____

Travel Time

(Regular hours: 7 a.m. – 5 p.m.)

Number of hours traveled: _____

(Evenings and weekend hours: 5 p.m. – 7 a.m.)

Number of hours traveled: _____

Training Outcomes:

1. The consumer learned how to operate and use the desired equipment.
2. The consumer understood the essential features of the equipment.
3. The consumer has contact information from the Trainer if/when a follow-up training session is necessary.

Note to NDBEDP Trainers: the consumer evaluation (Attachment E) and NDBEDP Trainer Report (Attachment F) must be included with each invoice submission.

ATTACHMENT G

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
DRUG TEST PROGRAM
APPLICANT CONSENT AND ACKNOWLEDGMENT FORM**

As an applicant for a direct care position with the North Carolina Department of Health and Human Services, I hereby consent to and acknowledge that I am scheduled to undergo a drug test. The drug test will involve an analysis of a urine sample that I will provide at a designated collection site. The purpose of the test will be to detect the presence of the following substances: marijuana/cannabinoids (THC), cocaine metabolites, opiates, phencyclidine (PCP) amphetamines/methamphetamines, methadone, barbiturates, benzodiazepines and tricyclic antidepressants. I acknowledge that the drug test results will be made available to the Human Resource Manager of the employing agency. I understand that a refusal to submit to a drug test or a confirmed positive test result indicating the presence of illegal drugs will result in my conditional offer of employment being withdrawn.

Name of Applicant: _____

Division/Facility/School Name: _____

Applicant Social Security Number: _____

Signature of Applicant: _____ Date: _____

Signature of Human Resources Manager: _____ Date: _____

ATTACHMENT H

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF SERVICES FOR THE DEAF AND THE HARD OF HEARING
CRIMINAL RECORD CHECK**

To be completed by Applicant: Please Type

Applicant Name: _____
 First Middle Last Maiden

Alias 1: _____

Alias 2: _____

SSN# ____ - ____ - ____ DOB: ____ / ____ / ____ Gender Male Female

Race: _____

Address:

Street

City

State

Zip

County

Has applicant resided in North Carolina for more than five years? Yes No

Has applicant been convicted of an offense against the law other than a minor traffic violation?
(A conviction does not mean applicant cannot be hired. The offense and how recently candidate
was convicted will be evaluated in relation to the position the applicant is applying.)
 Yes No

ATTACHMENT I



**Department of Health and Human Services
Criminal Record Check
Consent Form**

RELEASE:

I authorize the North Carolina Department of Justice through the State Bureau of Investigation, Division of Criminal Information, to perform a name and/or fingerprint search of the State's criminal history record file and/or the Federal Bureau of Investigation for a national criminal history record check in connection with my suitability to perform work for the Department of Health and Human Services pursuant to N.C.G.S. 114-19.6, N.C.G.S. 114-19.2, N.C.G.S. 143B-146.16 and N.C.G.S.115C-332. In addition, I authorize the North Carolina Department of Health and Human Services to conduct a name check through use of the Administrative Office of the Courts (AOC) data system.

I understand that the North Carolina State Bureau of Investigation, Division of Criminal Information, the Administrative Office of the Courts, DHHS, and their officials and employees shall not be held legally accountable in any way for providing this information to DHHS and I hereby release said agencies and persons from any and all liability which may be incurred as a result of furnishing such information. I further understand that DHHS cannot release the results of the criminal history record check to me.

I understand failure to consent is just cause to deny or terminate employment and a criminal history may serve as a basis to deny or terminate employment.

Signed _____ Date _____

Attachment J

DHHS NDBEDP Trainer Invoice									
Trainer Name					INVOICE #				
Phone Number									
Email Address						DATE SUBMITTED: August 11, 2016			
Address						First Submission <input type="checkbox"/>			
City				Zip		Re-Submission <input type="checkbox"/>			
State						Past Due or Late <input type="checkbox"/>			
BILL TO:					Trainer Hourly Rates		Hours		
DHHS Division or Office Name					\$75.00		7:00 AM to 5:00 PM		
Attention					\$112.50		5:00 PM to 7:00 AM/Weekend		
Address									
City									
State					Non-Training Hourly Rate: \$25.00				
Phone									
Email					Mileage Rate = \$0.54				
ASSIGNMENT INFORMATION									
Date of Assignment:		Requestor							
Consumer Name:									
Description of Assignment:									
Trainer Services	Start Time:		End Time:						
Non-Trainer Services	Start Time:		End Time:						
Hours Spent on Assignment									
				Total Hours	Rate Per Hour	Services Total			
Trainer Rate:					\$75.00	\$0.00			
Non-Trainer Rate:					\$25.00	\$0.00			
TOTAL COST OF HOURS SPENT ON ASSIGNMENT:						\$0.00			
Travel and Other Expenses				Number of Miles	Rate Per Mile	Mileage Total			
<input type="checkbox"/> One Way <input type="checkbox"/> Roundtrip									
From: _____									
To: _____				0.00	0.54	\$0.00			
Other Expenses (Hotel, Meals, Parking (please attach receipt):									
TOTAL COST OF TRAVEL AND OTHER EXPENSES:						\$0.00			
D/SSP Services Used Yes <input type="checkbox"/> No <input type="checkbox"/>					GRAND TOTAL				
Name of D/SSP: _____					Total Services Provided:			\$0.00	
Number of Hours D/SSP Spent on Assignment					Total Travel & Other Expenses:			\$0.00	
Interpreter Services Used Yes <input type="checkbox"/> No <input type="checkbox"/>					TOTAL INVOICED:				
Name of Interpreter: _____					\$0.00				
Number of Hours Interpreter Spent on Assignment									
For DHHS Agency Use Only									
Reviewed By:									
Title:									
Date:									
Approved By:									
Title:									
Date:									
Budget Code:									