REQUEST FOR APPLICATIONS - INDIVIDUALS - 30 DSDHH 95110-23 Sign Language Interpreting and Transliterators Services Interpreter List (ISVL)

RFA Posted	October 2, 2023		
Questions Due	Any time after posting date through end of contract		
Applications Due	Open Enrollment of RFA throughout Contract Period		
Anticipated Notice of Award	Continual Upon Review and Acc	eptance	
Anticipated Performance Period	November 1, 2023, thru October 31, 2024, with options to renew for two (2) additional years in one (1) year increments		
Service	Sign Language Interpreting and Transliterators Services Interpreter List		
Issuing Agency	Division of Services for the Deaf and the Hard of Hearing 820 S. Boylan Avenue, 2301 MSC, Raleigh, NC 27699-2301		
E-mail Applications and Questions to	Communication Access Manager	Email	DSDHH.ISVL@dhhs.nc.gov

THIS REQUEST FOR APPLICATIONS (RFA) advertises the Department'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) the person signing 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 contract 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

NOTIC	NOTICE OF AWARD/FOR NC DHHS USE ONLY: Application accepted and Contract 30-DSDHH 95110-23 awarded			
on	The Contract shall	begin on	and shall terminate on	October 30, 2024.
Ву:	Signature of Authorized Representative	Printed Name of Authorized Rep	resentative Title of Auth	orized Representative

TABLE OF CONTENTS

Section	Title	Page
I	Purpose	2
II	Background	2
III	Definitions	3
IV	Term	4
V	Scope of Services	4
VI	Performance Evaluations	6
VII	Disbursement	7
VIII	Instructions to Applicants	10
IX	The Application	12
Attachment	Title	Page
A	General Terms and Conditions	13
В	Invoice for Individual Interpreter	17
С	Interpreting Services Consumer Report	18
D	Application	19
Е	DSOHF Locations and Information Regarding Vaccinations	20
F	North Carolina Substitute W-9 Form	21

I. PURPOSE

The purpose of this Request for Applications (RFA) is to solicit applications from individual licensed sign language interpreters and/or transliterators (referred to hereinafter as "Interpreter(s)", "interpreters", "applicants", or "contractors") depending upon the contexts that are interested in and qualified to provide the North Carolina Department of Health and Human Services (hereafter "Department" or "DHHS") with sign language interpreting and transliterating services as needed by the Department, pursuant to and in accordance with the terms and conditions of this RFA, including all of its attachments.

Tendered applications will be evaluated, and those applications that present verified evidence that the applicant does meet the necessary requirements will be approved to be listed on an Interpreting Services Interpreter List (ISVL). This RFA and resulting ISVL is developed and managed by the Division of Services for the Deaf and the Hard of Hearing (DSDHH); however, the listed Individual Interpreters are available for hire to the entire DHHS in accordance with the terms and conditions as outlined in the RFA.

An Individual Interpreter will not be obligated to perform any services for the Department unless and until acceptance of a specified work order or request from the Department is received. Being listed on the ISVL does not guarantee an Individual Interpreter that he/she will ever receive a specified work order or request. Any Division, Section, Branch, Unit, Office, Facility, or Institution of the Department may issue a specified work order or request to the Individual Interpreter or Interpreters of their choice. The work order or request may be issued by any written means. The entity issuing the work order or request shall be referred to hereinafter as the "Hiring Agency" or the "Requestor". An Individual Interpreter may decline to accept a work order or request if the Interpreter is not available at the time and place specified by the Hiring Agency or Requestor or if the interpreter does not possess the knowledge and expertise required by the assignment.

The ISVL agreement is public information. What is not public is the identifying information such as social security numbers and date of birth. Individual Interpreters may want to get a post office box number if they do not want their physical addresses shared with entities within DHHS and state government.

II. BACKGROUND

The Department of Health and Human Services manages the delivery of health- and human-related services for all North Carolinians, especially our most vulnerable citizens – children, elderly, disabled and low-income families. The Department works closely with health care professionals, community leaders, and advocacy groups; local, state, and federal entities; and many other stakeholders to make this happen.

The Department is divided into divisions and offices (see NC DHHS. NCDHHS divisions and offices fall under six broad service areas - Health, Opportunity and Well-Being, Medicaid, Operational Excellence, Policy and Communications, and Health Equity. NCDHHS also oversees facilities: developmental centers, neuro-medical treatment centers, psychiatric hospitals, alcohol, and drug abuse treatment centers, and two residential programs for children.

The Census Bureau and the National Center for Health Statistics estimate that more than one million people in North Carolina has hearing loss. Many of these individuals are customers, clients, and staff of DHHS. All Divisions, Sections, Branches, Units, Offices, Facilities, and Institutions are required to establish an accessibility plan to provide communication access for consumers, clients, or staff who may be Deaf, Hard of Hearing, Deaf-Blind, and Blind. The plan must include procedures for the procurement of and payment for accessibility services. The ISVL is the principal tool used by DHHS Divisions, Sections, Branches, Units, Offices, Facilities, and Institutions to procure licensed sign language interpreters and transliterators.

III. DEFINITIONS

- a) ASL: American Sign Language
- **b) Business Hours:** Weekdays beginning at 8:00 am and ending at 5:00 pm, except for official state holidays as defined at: http://www.osp.state.nc.us/holsched.htm.
- c) Consumer Report: The Interpreting Services Consumer Report that is available for completion anytime during the term of the contract by the Hiring Agency and/or consumer and submitted to the Communication Access Manager. The Communication Access Manager uses the Consumer Report to monitor Interpreter performance and resolve issues (Attachment C).
- d) Contiguous Hours: Hours connected throughout in an unbroken sequence.
- e) Cued Speech: A method of communication in which the mouth movements of speech are combined with a system of hand movements to facilitate understanding and use by people who are deaf or hard of hearing.
- f) Cued Speech Transliterator: Uses Cued Speech to convert one language from a spoken mode to another person who understands Cued Speech, making all phonemes of that language uniquely visible on the hands and mouth. Additionally, transliterators provide visual access to environmental sounds.
- **g) Deaf Interpreter (DI):** Deaf native ASL signer who is also an expert in visual gestural communication. DIs can often broker communication in situations where ASL/English interpreter alone cannot. DIs can be used in any setting to facilitate culturally and linguistically accurate interpretations, not just in situations where the Deaf person is not fluent in ASL.
- h) DHHS and/or Department: The North Carolina Department of Health and Human Services
- i) **DSDHH:** The Division of Services for the Deaf and Hard of Hearing.
- **j) Hiring Agency or Requestor:** The Division, Section, Branch, Unit, Office, Facility, or Institution, that issues a work order or request (by DHHS staff) to an Individual Interpreter under this RFA.
- **k)** Individual Interpreter: An individual (person) sign language interpreter or transliterator that is awarded an agreement to provide the services described in this RFA. Throughout this RFA, the Individual Interpreter may be referred to as "Applicant", "Interpreter", "Interpreter and/or Transliterator", "Interpreter", or "Contractor", depending upon the context.
- Interpreter: As defined in N.C. Gen. Stat. § 90D-3, a person who provides accessible communication, between and among persons who are Deaf, Hard-of-Hearing, and those who are hearing. This process includes, but is not limited to, communication between American Sign Language and English. It may also involve various other modalities that involve visual, gestural, and tactile methods. Notwithstanding the foregoing definition, all further references in this RFA to "interpreters" shall be understood to constitute a joint reference to sign language interpreters and/or transliterators.
- **m) ISVL:** Interpreting Services Interpreter List. The ISVL is a list of: All Individual Interpreters (sign language interpreters and transliterators) who have an agreement directly with the Department to provide interpreting and transliterating services pursuant to the Department's terms and conditions upon the receipt of a work order/request from a Hiring Agency/Requestor.
- n) NAD/RID: National Associate of the Deaf/Registry of Interpreters for the Deaf, Inc.
- o) Point of Departure: The location from which an interpreter or transliterator departs to go to a work assignment. The Point of Departure is typically the interpreter's home or office, whichever is closer to the location of the work assignment. If the interpreter has two assignments with the same Hiring Agency or Requestor in the same day and the interpreter drives from the first assignment to the second without returning to his or her home or office, the location of the first assignment is the Point of Departure for the second assignment.
- p) RFA: Request for Application
- q) TASL: Tactile American Sign Language

- **r) Transliterator:** As defined in N.C. Gen. Stat. § 90D-3, a person who provides accessible communication between one or more hearing persons and one or more deaf or hard-of-hearing persons using a form of manually coded English. Notwithstanding the foregoing definition, all further references in this RFA to "interpreters" shall be understood to constitute a joint reference to interpreters and/or transliterators.
- s) Work Order or Request: A Hiring Agency's or a Requestor's request that an Individual Interpreter(s) provide the services described in this RFA. A work order or request may be issued by telephone, videophone, fax, mail, or email, provided that the telephone and videophone requests are followed-up with written confirmations.

IV. TERM

- **A. Term:** Contracts arising out of this RFA shall be effective on November 1, 2023, or upon the Department's acceptance of the Interpreter's application, whichever occurs later, and shall terminate on October 30, 2024. The RFA and resulting contracts may be renewed for an additional two (2) years in one (1) year increments.
- **B.** Renewal Options/Process: The contract renewal(s), if exercised, will consist of the DSDHH sending each Interpreter an opportunity to renew packet. This packet will include a description of any changes to the current contract as established and requests for updated documentation from all individuals that desire to continue the contractual agreement. The Interpreter will be required to sign the contract renewal form including listing a current address, telephone number, and email address, and returning the completed packet with copies of current certifications, and proof of a current North Carolina Interpreter and Transliterator license issued pursuant to Chapter 90D of the North Carolina General Statutes.

Interpreters who wish to work in DHHS State Operated Health Care Facilities (Attachment E) will need to provide proof of vaccinations required by those facilities. Documentation will be provided directly to the Division of State Operated Healthcare Facilities and not to DSDHH. For more information about that process contact DSDHH.ISVL@dhhs.nc.gov. DSDHH will not accept or retain any provided vaccination records, nor verify that they meet requirements.

V. SCOPE OF SERVICES

- **A.** The Individual Interpreter's Duties: The Individual Interpreter shall:
 - 1. Possess a valid and current license granted by the NC Interpreter and Transliterator Licensing Board.
 - 2. Possess the knowledge and expertise required by the engagement. If any special augmentation is needed to assist with facilitation of communication, the hiring agency will be responsible for informing the interpreter of the/those needs. The interpreter must determine at the time a work order is issued the specifics regarding the level of knowledge and expertise that will be required for the interpreter to meet the needs of the engagement. If the interpreter has any reason to believe that he/she does not possess the knowledge and expertise to complete the engagement adequately regarding all parties concerned, he/she must respectfully reject the proposed assignment.
 - 3. Adhere continually to NAD/RID Code of Professional Conduct, which requires that interpreters and transliterators:
 - a. Adhere to standards of confidential communication.
 - b. Possess the professional skills and knowledge required for the specific interpreting situation.
 - c. Conduct themselves in a manner appropriate to the specific interpreting situation.

- d. Demonstrate respect for consumers.
- e. Demonstrate respect for colleagues, interns, and students of the profession.
- f. Maintain ethical business practices; and,
- g. Engage in professional development.

The NAD/RID Code of Professional Conduct is continually available for review at: http://www.rid.org/ethics/code-of-professional-conduct/

- 4. When receiving a request for services (work order), the interpreter must confirm that he/she is available to be hired. When not available, the interpreter should, as a courtesy, respond to decline. The preferred method for acceptance or rejection is by written means.
- 5. Submit invoices to DHHS/DSDHH within thirty (30) days from the date of assignment. Submitting invoices after 30 days will result in payment delays and has negative impacts on the ability of Divisions and Offices to budget appropriately.
- 6. If the interpreter provides mentorship or skill development sessions for other interpreters, including ISVL interpreters and the Department's staff interpreters, at the request of a DHHS entity, those services will also be invoiced at rates established in **Section VII. Disbursement**, in accordance with his/her licensing credentials.
- 7. Report any of the following changes to DSDHH Interpreting Services:
 - Address.
 - Telephone, TTY, fax, videophone, or e-mail address.
 - Name, such as through marriage or divorce.
 - W-9 status.
 - Change from using Social Security Number to a Taxpayer Identification Number such as an EIN;
 - Professional certification status; and/or copies of new certifications.

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

- 1. Comply with the Americans with Disabilities Act Law, <u>Americans with Disabilities Act | U.S. Department of Labor (dol.gov)</u>
- 2. Contact the Individual Interpreter to request services at least two weeks prior to the service date, or as soon as the need is known whenever possible.
- 3. May contact DSDHH's Regional Center Interpreting Services Specialists (ISSs) for assistance and/or consultation, NC DHHS: Regional Centers for the Deaf and the Hard of Hearing
- 4. Provide essential information to the interpreter such as:
 - (a) Date and time
 - (b) length of assignment
 - (c) names of parties involved
 - (d) size of audience,
 - (e) dynamics of the setting
 - (f) contact person and onsite person
 - (g) building name and room number
 - (h) parking information
 - (i) supporting documents such as PowerPoints, handouts, and etc.

- (i) communication needs
- 5. Complete the DHHS Interpreting Services Consumer Report ("Consumer Report"), which is attached hereto as Attachment C, and submit it to the Communication Access Manager if there is a concern, issue, or a compliment the Hiring Agency and/or consumer wishes to report.
- 6. Promptly process and pay for the Individual Interpreter's services in a timely manner, as described in RFA Section VII upon receipt of a correct invoice.
- 7. Respond promptly to any vendor communication, including acknowledging receipt of invoice submissions, requests for additional information, and requests for payment updates.

VI. PERFORMANCE EVALUATIONS

- The Communication Access Manager will use feedback from consumers, staff, and others to monitor
 the Individual Interpreter's performance. Feedback comes through the DHHS Interpreting Services
 Consumer Report (Attachment C). The Consumer Report is available for completion anytime during
 the term of the contract by the Hiring Agency and/or consumer and submitted to the Communication
 Access Manager.
- 2. If a Consumer Report raises a concern(s), the Communication Access Manager may tender written documentation to the Interpreter within five (5) business days apprising him/her of the concern, including recommendation(s) for correcting the situation(s) that caused the concern(s). Thereafter, the Interpreter will be given ten (10) business days to respond to the notification with comments regarding how he/she will make corrections that will result in the events or actions that caused the concern(s) to cease. If no response is received within thirty (30) days after the date of notification, the interpreter's name will be removed from ISVL until the matter is resolved.
- 3. The Communication Access Manager will share with the Interpreter any positive comments made by consumers.
- 4. The Communication Access Manager, or his/her designee, may periodically visibly observe an interpreter's performance. This visible observance will only be performed when written approval is granted by those involved in an interpreter assignment.
- 5. If an Interpreter is not in compliance with the NAD/RID Code of Professional Conduct, the Hiring Agency, Requestor or Consumers may do any of the following:
 - Fill out an ISVL Service Feedback Form.
 - Report to the NC Interpreter and Transliterator Licensure Board.
 - Report to RID's Ethical Practices System.
- 6. The NAD/RID Code of Professional Conduct upholds high standards of professionalism and ethical conduct for interpreters. Embodied in this Code of Professional Conduct are seven tenets setting fourth guiding principles, including illustrative behaviors. The illustrative behaviors are not exhaustive but are indicative of the conduct that may either conform to or violate a specific tenet or the code entirely. Reports of any violations of any tenet by an Interpreter will result in a complete analysis of the violation and may result in immediate cancellation of the Interpreter's contract for interpreter/transliterator services.

VII. DISBURSEMENT

A. Payment for Services

The Individual Interpreter shall be paid as detailed on the schedule below:

NC	Creden	tials	Standard	TASL	Enhanced		
Interpreter License	Interpreting	Transliterating	Rate	Standard	Rate	Enhanced	
Full	RID, NAD 5, NAD 4, NCICS A, NCICS B	CLTSLA	\$50.00	\$60.00	\$75.00	\$85.00	
Full or Provisional	NAD 3, NAD 2, NCICS C, EIPA 3.0 or higher, DI with no credentials	CLTSLA IV CLTSLA III	\$35.00	\$45.00	\$52.50	\$62.50	
Full or Provisional	EIPA 2.0, EIPA 1.0 or no additional credentials	CLTSLA II CLTSLA I	\$30.00	\$40.00	\$45.00	\$55.00	

LEGEND	
RID	Registry of Interpreters for the Deaf
NAD	National Association for the Deaf
NCICS	North Carolina Interpreter Classification System
EIPA	Educational interpreter Performance Assessment
CLTSLA	Cued Language Transliterator Level Assessment

- 1. The **standard** rate shall be paid for services rendered Monday through Friday between the hours of 7:00 AM and 5:00 PM. There is no additional/change in rate for last minute request.
- 2. The **enhanced** rate shall be paid for services rendered Monday through Friday between the hours of 5:00 PM and 7:00 AM; any time on weekends; and any time on State holidays. A list of State holidays can be found online at: http://www.osp.state.nc.us/holsched.htm.
- 3. The standard and enhanced rates are applicable, regardless of advanced notice of need for services. No additional fees will be paid for short notice requests.
- 4. The TASL rate will be applicable when the service requested uses a method of interpretation requiring ongoing physical contact for the purpose of providing communication access, including but not limited to pro-tactile, tactile signing, and tracking. The TASL rate does not apply to Close Vision Interpreting. For purposes of this RFA and resulting contract(s), Close Vision Interpreting refers to a method used with deaf and hard of hearing persons who rely on their residual vision for communication.

5. The Individual Interpreter may bill the State for a full two (2) hours for any assignment that lasts less than two (2) hours, except as provided in Section C, below.

The Individual Interpreter may not bill the State for arriving ten (10) to fifteen (15) minutes early to an assignment for preparation time. Arriving ten (10) to fifteen (15) minutes early is a professional courtesy and an industry standard, however if you are specifically requested to arrive early, you will be paid based on the requested time.

6. The Individual Interpreter shall bill in quarter-hour increments for assignments exceeding two hours and may bill for a quarter-hour increment if the interpreter works for any portion of that quarter-hour.

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

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

- 7. When providing interpreting and/or transliterating services at national, regional, or statewide meetings or conferences held in the State of North Carolina, the hiring agency may negotiate with the Interpreter an all-inclusive flat fee for the meeting or conference in lieu of paying the Interpreter the standard and enhanced hourly rates specified in RFA Section VII. A. Payment for Services and the Travel Expenses specified in RFA Section VII. B. The all-inclusive flat fee must be agreed upon in advance.
- 8. Interpreters may be paid prep time for assignments. This time must be approved in writing by the DHHS requestor. If approved, this time will be paid at the standard rate regardless of when the prep work took place and will not be subject to the two-hour minimum.

B. Travel Expenses

1. The only travel expense approved for an Individual Interpreter is mileage charges, unless and except when a Interpreter is requested to accept an assignment that will require an overnight stay. When an overnight stay is included in an assignment, the Interpreter may bill the Hiring Agency or Requestor his or her travel expenses pursuant to the terms of the Travel Policies for State Employees. Those policies are set out in Section 50 of the State **Budget** Manual, which can be found online https://www.osbm.nc.gov/budget/budget-manual#Sect50

Note: For mileage charges, follow the Office of State Budget and Management (OSBM) mileage rate which may be modified from time to time by the State Budget Director. Notice of such modifications may be found online at: https://www.osbm.nc.gov/budget/budget-manual#Sect50. The mileage rate at the release of this RFA is located at: Standard Mileage Rates | Internal Revenue Service (irs.gov). If the mileage rate changes during the term of the contract, an addendum to the contract will be issued.

The Travel Policies for State Employees in Section 50 of the State Budget Manual, and all future amendments thereto, are adopted and incorporated herein by reference.

NOTE: Section 2 below includes opportunities for contractors to add hours of service to their invoices for miles driven when they exceed fifty (50) miles one way. All contractors should be aware that the DHHS makes every effort to schedule interpreters/transliterators to every assignment that are as close as possible to the work assignment location. Most assignments will be less than 50 miles from the work site.

2. Portal charges: If the Individual Interpreter travels fifty (50) miles or more from the point of departure to the location of an engagement and then fifty (50) miles or more from the location of the engagement back to the point of departure, the Interpreter may bill the Hiring Agency an additional 1 hour for each leg of the trip. After the first 50 miles the interpreter may bill an additional .25 hours per 25 miles. Upon acceptance of an assignment the Interpreter should advise the Hiring Agency if the assignment location exceeds 50 miles one way and get written approval in advance to add these charges. If the Interpreter does not return to the point of departure immediately following the engagement because of intervening business or personal reasons, the Interpreter may only bill the Hiring Agency additional charges for the direction of the trip that exceeded 50 miles. The additional time will be reimbursed at the standard rate, regardless of the day or time of the travel. The table below gives examples as a reference, but the charges increase per 25 miles after the first 50 even for distances farther than those included in the table.

One Way Mileage	Standard Time Added	One Way Mileage	Standard Time Added
50 miles	1 hour each way	175 miles	2.25 hours each way
75 miles	1.25 hours each way	200 miles	2.5 hours each way
100 miles	1.5 hours each way	225 miles	2.75 hours each way
125 miles	1.75 hours each way	250 miles	3 hours each way
150 miles	2 hours each way	275 miles	3.25 hours each way

3. If an overnight stay is required pertaining to the assignment, Individual Interpreter will be reimbursed for the hotel costs incurred and meals pursuant to the State Budget Manual rates, provided that those items were approved in writing prior to the assignment.

If number 2 and 3 under Travel Expenses do not satisfy the additional time needed for reimbursement at the standard rate due to unusual circumstances, the time may be negotiated and must be pre-approved by the Hiring Agency or Requestor. This may also include additional hourly charges for unusual circumstances depending on the nature of the work, size of audience, or preparation time required.

C. Cancellations, Late Arrivals, and Other Circumstances

If an Interpreter is notified of the cancellation of an interpreting assignment with less than one full business
day between the cancellation date and the date of assignment, the Hiring Agency or Requestor will pay
the Interpreter a fee equal to the total number of hours approved for the assignment times the applicable
hourly rate. However, the Interpreter shall <u>not</u> be reimbursed for any travel expenses including mileage
and Portal Charges.

If an interpreting assignment is cancelled, through no fault of the Interpreter, after the Interpreter arrives at or is in route to the site of the engagement, the Hiring Agency or Requestor will pay the Interpreter a fee equal to the total number of hours approved for the engagement times the applicable hourly rate and will also reimburse the Interpreter for his or her travel expenses already incurred at the time they are notified of the cancellation.

2. If unforeseen conditions such as inclement weather, State of Emergencies, and unforeseen events (roadway detours, obstructions in roadways, traffic stoppages, etc.) preventing the Interpreter from performing an assignment, the Interpreter shall not be compensated for the lost time or travel. Under special circumstances, the interpreter shall be paid 100% of actual time worked for interpreter services already provided when a State of Emergency is declared. For example, the interpreter has an assignment from 9:00 to 2:00. They arrive at the site and beings work at 9:00 and then at 11:30 a State of Emergency

is declared by the Governor and the assignment is ended then the billable portion of the assignment ends at 11:30.

3. If the Interpreter finds that he or she will be late for an assignment for any reason, the Interpreter shall immediately notify the Hiring Agency or Requestor of that fact. If the Interpreter arrives late for an assignment, they may only bill from the time of their arrival until the original confirmed end time; the two (2) hour minimum will not apply.

Example: The confirmed assignment time is 9 am to 11 am. The Interpreter arrives at 9:30 am. The submitted invoice must reflect 9:30 am to 11 am.

Example: The confirmed assignment time is 9 am to 12 noon. The Interpreter arrives at 9:30 am. The submitted invoice must reflect 9:30 am to 12 noon.

4. If the Interpreter must leave the assignment early for their own reason(s), they must seek approval from the Hiring Agency or Requestor and may not bill for the time after they leave. The two (2) hour minimum will not apply.

Example: The confirmed assignment time is 9 am to 11 am. The Interpreter must leave at 10:30 am due to illness. The submitted invoice must reflect from 9 am to 10:30 am

4. If the Interpreter does not respond to a Work Order or Request in a timely manner before the assignment is scheduled to begin, the Hiring Agency or Requestor may cancel that Work Order or Request and make a request to another Interpreter.

D. Invoicing

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

Note: The invoicing processes may be handled differently from one division to another. It is the responsibility of the interpreter to check in and verify the billing with the Requester for any changes. Some payment information such as an NC sub-W9 or Electronic Payment information may be requested by specific agencies, even if it was already provided to the ISVL contract administrator, in order to process payment.

VIII. INSTRUCTIONS TO APPLICANTS

- **1.** <u>Award or Rejection:</u> All complete applications will be evaluated against the requirements of the RFA. The Department reserves the unqualified right to reject any or all offers if rejection serves the best interests of the State. Applicants will be notified of application status via letter upon completion of application review.
- 2. <u>Cost of Application Preparation:</u> The Department will not reimburse any Applicant for any Application costs.
- **3.** Elaborate Applications: Elaborate applications in the form of brochures or other presentations beyond that necessary to present a complete and effective application are not desired.
- **4. Oral Explanations:** The Department will not be bound by oral explanations or instructions given at any time during the RFA process or afterward.

- **Reference to Other Data:** Only information that is received in response to this RFA will be evaluated; references to information previously submitted in other applications or proposals will not be considered.
- **6.** <u>Titles:</u> Titles and headings in this RFA are for convenience only and shall have no binding force or effect.
- **7. Form of Application:** Applications must be submitted in the form and format specified by this RFA and must provide the information specified in this RFA.
- **Acceptance of RFA Terms & Conditions:** All Applications are subject to the terms and conditions outlined herein. All Applications shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, or other documents as part of an Application shall be waived and have no effect either on this Request for Applications or on any contract that may be awarded through this solicitation. By submitting an executed Application, the Applicant specifically agrees to the conditions set forth in this paragraph.
- **9.** Right to Submitted Material: All responses, inquiries, or correspondence relating to or regarding this RFA, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by an Applicant shall become the property of DHHS when received.
- **10.** <u>Competitive Offer:</u> Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any application submitted in response to this RFA thereby certifies that this application has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.
- **11.** <u>Trade Secrets:</u> Trade secrets will be kept confidential to the extent permitted by G.S. 132-1.2 and 01 NCAC 5B .1501, provided each page that contains a trade secret is marked "CONFIDENTIAL" before it is submitted to the Department.
- **12. RFA Highlight List:** Within the application packet is a RFA highlight list (Attachment G). It must be initialized, signed where indicated, and submitted with the required application forms.
- **13.** Questions: Questions about the RFA specifications may be submitted to the Department via email, telephone, or written correspondence. Please use the email address, telephone number, or mailing address listed on first page of this RFA when submitting such questions. Responses will be made promptly by the Communication Access Manager at DSDHH.
- 14. <u>Submission of Application</u>: Applicants may contact the nearest Regional Center or the home office of the Division of Services for the Deaf and the Hard of Hearing for an application packet. See page 1 for home office information or go to http://www.ncdhhs.gov/dsdhh/where.htm to find the Regional Center that serves your location. Mail one signed copy of your application to the Mail Service Center address on page 1 of the RFA, OR you may email the signed copy to DSDHH.ISVL@dhhs.nc.gov
- **15.** <u>Incomplete Applications</u>: Incomplete applications will be returned to the Applicant with a checklist that identifies information that was not submitted. The applicant may choose to resubmit an application, but the applicant should ensure that all information identified by the checklist is provided.
- **16**. **Deadline for Submission of Application:** Applications may be received from the date the RFA is posted until three (3) months prior to the RFA's ending date.

IX. THE APPLICATION

A complete application consists of the following documents:

- a. One signed copy of page one (1) of the RFA
- b. The Application (Attachment D)
- c. If applying interpreter wishes to work at a DSOHF facilities, he/she must provide to DSOHF all vaccination records required in order to work in their facilities. See a detailed explanation in ATTACHMENT E.
- d. A copy of the letter of renewal/verification that the applicant possesses a valid North Carolina Interpreter and Transliterator license issued pursuant to Chapter 90D of the North Carolina General Statutes
- e. A copy of all current interpreting or transliterating certifications held by the Applicant, e.g. NIC, RID, NAD, NCICS, EIPA, etc.
- f. A completed copy of the State of North Carolina's SUBSTITUTE W-9 FORM. This document is attached for reference and marked Attachment F.

(This section is left blank intentionally)

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

- 1) Contract Documents: The Contracts that are awarded pursuant to and in accordance with this RFA shall consist of the following documents:
 - (a) This RFA; and
 - (b) The Interpreter's Application.

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

2) Relationships of the Parties

- **A. Independent Contractor:** The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed.
- B. **Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
 - (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

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

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

4) Indemnity

A. Indemnification: The Contractor agrees to indemnify and hold harmless the Department, the State of North Carolina, and any of their officers, agents, and employees, from any claims of third parties arising out of any act or omission of the Contractor commensurate with the performance of this contract.

5) Termination

A: Termination without Cause: The Department may terminate this contract without cause by giving 30 day's written notice to the Contractor.

B: Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the Department shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department resulting from the Contractor's breach of this agreement, and the Department may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from such breach can be determined. In case of default by the Contractor without limiting any other remedies for breach available to it, the Department may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The Contractor's failure to maintain a valid North Carolina Interpreter and Transliterator License issued pursuant to Chapter 90D of the North Carolina General Statutes shall also be an act of default under this contract. **The Department may terminate this contract immediately for just cause if the Department determines that the Contractor has violated the RID Code of Professional Conduct.**

- 6) Waiver of Default: Waiver by the Department of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the Department and the Contractor and attached to the contract.
- 7) **Availability of Funds:** The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Department.
- 8) **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 another catastrophic natural event or act of God.
- 9) **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.

10) Compliance with Applicable Laws

- **A.** Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- **B.** Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.
- **C. Health Insurance Portability and Accountability Act (HIPAA):** The Contractor agrees that, if the Department determines that some or the entirety 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 Department may require to ensure compliance.

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

12) Oversight

- **A.** Access to Persons and Records: The State Auditor shall have access to persons and records of all contracts or grants executed 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 of all contracts or grants executed by State agencies or political subdivisions.
- **B.** Record Retention: Records shall not be destroyed, purged, or disposed of without the express written consent of the Department. The Department of Health and Human Services' basic records retention policy requires all records to be retained for a minimum of three years following completion or termination of the contract. If the contract is subject to Federal policy and regulations, record retention will normally be longer than one years since records must be retained for a period of one years following submission of the final Federal Financial Status Report, if applicable, or one 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 one-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular one-year period described above, whichever is later.

13) Miscellaneous

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

Division of Services for the Deaf and the Hard of Hearing

Attn: Communication Access Manager

2301 Mail Service Center Raleigh, NC 27699-2301 Voice Phone: (919) 218-0299 Videophone: (919) 410-7901

Email: DSDHH.ISVL@dhhs.nc.gov

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

B. Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor,

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

- **C. Amendment**: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Department and the Contractor.
- **D. Severability:** If a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.
- **E. Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.
- **F.** Time of the Essence: Time is of the essence in the performance of this contract.
- **G. Advertising:** The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

(THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY)

INTERPRETER INVOICE

Excel formatted copy will be sent to Interpreter for use after acceptance of RFA

								_
		DHHS I	SVL Invoice fo	r Individual	Contrac	ctor		
Interpreter Name					INVOICE #			
NC License #				†				
Address	5		DATE SUBMITTED:					
City				First Submission U				
State	NC	Zlp		1	-	Re-Submission	_	
				*	Pa	st Due or Late		
BILL TO:				Questions no	erfaining to t	the ISM should	d he referred to ff	10
DHHS Division of					Questions pertaining to the ISVL should be referred to the Communication Access Manager at the Division of Services for the			
	Attention			Deaf and the Hard of Hearing at 919.527.6930 or			0	
Address				4		svi@dhhs.nc.g		
City State		7ln		4				
Phone		Zlp		Questions regard			assignment shou	ıld be
Email				1	referrea	to the request	or.	
Ethan.								
Date of Accionment		Competer	ASSIGNMENT	INFORMATION				\longrightarrow
Date of Assignment:	- Name	Requestor						
	sumer Name:							
_	of Assignment:				Sed Time:	т		
Onginai Hou	rs Scheduled: Hours Billed	-			End Time:	 		
	Hours Billed	Start Time.	Senden	Provided	End Time:			
Interpreting Mer	entoring	Training	NDBEDP	Tactie	Other			
			□ посот			Specify	Sandara 7	- for
			Plantad Data	Total Hours	Kate	Per Hour	Services T	
			Standard Rate:		—			\$0.00
			Enhanced Rate:					\$0.00
			TASL Standard Rate:		<u> </u>			\$0.00
			TASL Enhanced Rate:	4				\$0.00
			Flat Rate:		0.501	COES TOTAL		** **
		624430646	***	Number of Miles		/ICES TOTAL: Per mile	THE PERSON NAMED IN COLUMN	\$0.00
	Travel and Ot	uei cybeire	198	Number of whee	Nato	Per Mile	Mileage Fotal	
From: To:					,			50.00
10:	Additional M	HERONEWSON	48	Number of Hours	_	0.655 Jard Kate	Mileage Lotal	\$0.00
		moogo man	10	Hambor of Hou.	oun.	dia nata	miliongo rota.	
Additional Mileage R	Rates							
Add 1.5 hour (standar Add 2 hours (standar	rd rate) for trav	/el 75 miles	or more each way		_			
Add 2 hours (standard	d rate) for trave	el 125 miles		0.00		0.00	<u> </u>	\$0.00
			Other Expenses	s (Hotel, Meals, Parki				\$0.00
						AVEL TOTAL:	<u> </u>	\$0.00
						AND TOTAL		
				Total Services Provided:			<u> </u>	\$0.00
		Total Mleage & Other Expenses:		\$0.00				
			I	OTAL INV	OICED:		\$0.00	
			For DHHS Ac	ency Use Only				
Reviewed By:				unuj unuj				
Title:							t	
Date:								
Approved By:								
Title:							[
Date:							-	
Budget Code:	1			1	Revision	n Date: 1/20/202	23	

ATTACHMENT C

INTERPRETING SERVICES FEEDBACK FORM

	DHHS Inforr	nation			
Your Name:	Your Division/Office	:			
Today's Date:	Contact Information:				
	Contractor Info	rmation			
This report is for: Individual Contrac	tor Agency Nar	Agency Contractor ne:			
If this report is for a Business Contractor, please indicate the individual who you are reporting and their position (i.e. interpreter, receptionist, scheduler, etc.):					
Please list any additional names pertinent to this	report:				
Briefly explain the reason for this report:					
	Performance Ev	raluation			
		licate areas related to the report. ef description or example.			
Personal and Professional Conduct:	, , , , , , , , , , , , , , , , , , , ,	If applicable, please explain:			
Possess or provides interpreters who p Interpreter/Transliterator License	ossess valid NC				
Provides interpreting services in prefer					
communication to the individuals(s) w Provides adequate notice for cancellat					
Other:	10115.				
Adheres to the NAD/RID "Code of Professional	Conduct" (see below	If applicable, please explain:			
1-6):	(322 3210);				
1. Adheres to standards of confidential communication.					
2. Possess professional skills and knowledge require for the specific interpreting situation.					
3. Conduct themselves in a manner appropriate to the					
specific interpreting situation. 4. Demonstrate respect for consumers.					
5. Demonstrate respect for colleagues of the profession.					
6. Maintains ethical business practice	<u> </u>				
Invoicing:	3.	If applicable, please explain:			
Submits invoices within thirty days					
Invoices in accordance with agreed up and additional expenses.	on rates of service				
	Additional Cor	nments			
Please feel free to express any additional comments:					
Signature: Date:					
	Signature: Date: Please submit this report and any supporting documents to the Communication Access Manager from the Division of Services for the Deaf and the				
Hard of Hearing:					
2301 Mail Services Center					
If you have a section 1	Raleigh, NC 276				
п you nave any questions, ple	For ISVL Adminis	trator Only			
Received on: Review Date		Reviewed by:			
Notes:	•	1			
Signature:		Date:			

ATTACHMENT D

DHHS Interpreter Services RFA #30 DSDHH 95110-23 Application for Individual Interpreter

	Т		 		
		SSN/Tax ID#			
Street or PO Box					
City, State, Zip					
Street or PO Box					
City, State, Zip					
☐ Home Phone ☐ Office Phone ☐ Mobile Phone Text Messages – ☐ Yes ☐ No					
	☐ Home Phone ☐ Video Phone		☐ Mobile Phone s – ☐ Yes ☐ No		
	☐ Full ☐	Provisional [Grandfathered		
☐ Tactile ☐ Close Vis	ion Tracking	☐ Public Ever	nt Platform		
rtifies that:					
s to provide interpreter services to the	ne Department pursuant to the t	erms and condition	s of this RFA if the Department		
ship of the provide interpreted services to the Department parsuant to the terms and conditions of this RTT in the Department is this Application. Dilicant understands that the Department's approval of the Application creates a binding agreement between the Department and the nt but that it does not guarantee that the Department will use the Applicant's services and does not guarantee the Applicant any of work.					
	Printed Name		Date		
THIS PAGE MUST BE SIGNED AND DATED AND SUBMITTED WITH YOUR APPLICATION Unsigned Applications will not be considered.					
IEALTH AND HUMAN SERV	ICES DIVISION OF SER	VICES FOR TH	E DEAF AND THE HARD		
☐ The attached Application, submitted in Response to RFA # 30-DSDHH-95110-23, is hereby APPROVED .					
Signature:Date:					
The attached Application, submitted in Response to RFA # 30-DSDHH-95110-23, is hereby REJECTED .					
Date:					
	City, State, Zip Street or PO Box City, State, Zip Tactile Close Vising the completed Application and known and and understands the terms and stop provide interpreter services to the ation. Stands that the Department's approvides not guarantee that the Department application and known and state that the Department's approvides not guarantee that the Department application and known and an application and known and and kn	City, State, Zip Street or PO Box City, State, Zip Home Phone Text Me Home Phone Video Phone Full Full Full Tactile Close Vision Tracking Tracking Tractile Close Vision Tracking Tracking Tractile Close Vision Tracking Tracking Tractile Close Vision Tracking Full Printed Name Tracking Full Printed Name Tracking Tracking Tracking Tracking Tracking Tracking Tracking Tracking Tracking Full Printed Name Tracking Tracking	Street or PO Box City, State, Zip Street or PO Box City, State, Zip Home Phone Office Phone Text Messages - Yes Home Phone Office Phone Video Phone Text Messages Text Mes		

ATTACHMENT E

In Section IV. TERM, B. Renewal Options/Renewal, specifically paragraph two, language regarding working at a State Operated Healthcare Facility (DSOHF) is addressed; and, in Section IX. THE APPLICATION, subsection B., additional language is included regarding restrictions in working in one of its fourteen locations (location listing provided below).

As noted in Section IV. TERM, B. Renewal Options/Renewal, specifically paragraph two, interpreters interested in working in a DSOHF must contact DSDHH.ISVL@dhhs.nc.gov regarding steps to present proof of certain vaccinations, a process necessary to be approved to work at DSOHF.

DSOHF Locations

State Operated Healthcare Facilities (DSOHF) and their locations

- 1. Alcohol and Drug Abuse Treatment Centers
 - a. Julian F. Keith ADATC Black Mountain, NC
 - b. R. J. Blackley ADATC Butner, NC
 - c. Walter B. Jones ADATC Greenville, NC
- 2. Development Centers
 - a. Caswell Developmental Center Kinston, NC
 - b. J. Iverson Riddle Developmental Center Morganton, NC
 - c. Murdoch Developmental Center Butner, NC
- 3. Neuro-Medical Treatment Centers
 - a. Black Mountain Neuro-Medical Treatment Center Black Mountain, NC
 - b. O'Berry Neuro-Medical Treatment Center Goldsboro, NC
 - c. Longleaf Neuro-Medical Treatment Center Wilson, NC
- 4. Psychiatric Hospitals
 - a. Broughton Hospital Morganton, NC
 - b. Central Regional Hospital Butner, NC
 - c. Cherry Hospital Goldsboro, NC
- 5. Residential Programs for Children
 - a. Whitaker Psychiatric Residential Treatment Facility Butner, NC
 - b. Wright School Durham, NC

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Page 1 of Attachment F - STATE OF NORTH CAROLINA SUBSTITUTE W-9 FORM

REV 01/2019 NC Office of the STATE OF NORTH CAROLINA State Controller SUBSTITUTE W-9 FORM (IRS Form W-9 will not be Request for Taxpayer Identification Number accepted in lieu of this form) *Denotes a Required Field Please select the appropriate Taxpayer Identification Number (EIN, SSN, Social Security Number (SSN), OR or ITIN) type and enter your 9-digit ID number. The U.S. Taxpayer Employer Identification Number (EIN), Identification Number is being requested per U.S. Tax Law. Failure to OR provide this information in a timely manner could prevent or delay Individual Taxpayer Identification Number (ITIN) payment to you or require The State of NC to withhold 24% for backup *2 withholding tax. PRESS THE TAB KEY TO ENTER EACH NUM *4. Legal Name (as shown on your income tax return): Dunn & Bradstreet Universal Numbering System (DUNS) (see instructions) 5. Business Name/DBA/Disregarded Entity Name, if different from Legal Name: (PRESS THE TAB KEY TO ENTER EACH NUMBER) Contact Information Identification 7. Remittance Address (Location specifically used for payment that is 6. Legal Address (DO NOT TYPE OR WRITE IN THIS FIELD) different from Legal Address, if applicable) *Address Line 1: Address Line 1: Address Line 2: Address Line 2: -Taxpayer State *City 'State Zip (9 digit) Zip (9 digit) City *County County *8. Contact Name: Section 9. Phone Number: 10. Fax Number: 11. Email Address: 13. Entity 14. Exemptions (see *12. Entity Type Classification instructions) Individual/Sole Proprietor/Single-member LLC Medical Services Exempt payee code (if any): Trust/Estate Legal/Attorney Partnership Limited liability company. Enter the tax classification (C=C corporation, NC Local Govt S=S corporation, P=Partnership) Federal Govt Note: Check the appropriate box in the line above for the tax classification of the single-NC State Agency member owner. Do not check LLC if the LLC is classified as a single-member LLC that is Exemption from FATCA Other Govt reporting code (if any): disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC Other (specify) that is disregarded from the owner should check the appropriate box for the tax classification Under penalties of perjury, I certify that: -Certification 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding because of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

Signature: ete the "Modification to Existing Vendor Records" section below if there have been any changes to the following: Tax Identification Number [TIN], Legal Name, Business Name, Remittance Address

*Printed Title:

* Date:

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

2

Section

*Printed Name:

*Authorized U.S.

I am a U.S. citizen or other U.S. person (defined later in general instructions), and

The FATCA code(s) entered on this form (if any) indicting that I am exempt from FATCA reporting is correct.

Certification instructions: Please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/):

Page 2 of Attachment F - STATE OF NORTH CAROLINA SUBSTITUTE W-9 FORM

NC Office of the State Controller *Denotes a Required Field This form is to be

completed by the vendor.

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



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

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

Please complete the applicable sections below.

Section 1:	
CHANGE FROM: Remittance Address	CHANGE TO: Remittance Address
*Address Line 1:	*Address Line 1:
Address Line 2:	Address Line 2:
*City *State *Zip (9 digit)	*City *State *Zip (9 digit)
*County	*County
	NOTE: If you would like to receive your payments electronically, plescomplete the <u>Vendor Electronic Payment Form</u>
Section 2:	
* CHANGE FROM: SSN, or EIN, or ITIN	* CHANGE TO: SSN, or EIN, or ITIN
(PRESS THE TAS KEY TO ENTER EACH NUMBER)	(PRESS THE TAB KEY TO ENTER EACH NUMBER)
Section 3:	
CHANGE FROM: Vendor Name	CHANGE TO: Vendor Name
*Legal Name:	*Legal Name:
Business Name/DBA/Disregarded Entity	Business Name/DBA/Disregarded Entity
Name, if different from Legal Name:	Name, if different from Legal Name:
*Printed Name:	*Printed Title:
*Authorized U.S. Signature:	* Date:
organization	

Page 3 of Attachment F - STATE OF NORTH CAROLINA SUBSTITUTE W-9 FORM

NC Office of the State Controller Substitute W-9 Instructions

Page 1

General Instructions

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

Specific Instructions

Section 1 - Taxpayer Identification

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

Note: If an LLC has one owner, the LLC's default tax status is "disregarded entity". If an LLC has two owners, the LLC's default tax status is "partnership". If an LLC has elected to be taxed as a corporation, it must file IRS Form 2553 (5 Corporation) or IRS Form 8832 (C Corporation).

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

Contact Information

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

For clarification on IRS Guidelines, see www.irs.gov.

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

Exemptions

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

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

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

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

- An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 The United States or any of its agencies or instrumentalities
- 3 A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities
- 4 A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5 A corporation
- 6 A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7 A futures commission merchant registered with the Commodity Futures Trading Commission
- 8 A real estate investment trust
- 9 An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10- A common trust fund operated by a bank under section 584(a)
- 11 A financial institution
- 12 A middleman known in the investment community as a nominee or custodian
- 13 A trust exempt from tax under section 664 or described in section 4947.

NC Office of the State Controller Substitute W-9 Instructions

Page 2

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

If the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000°	Generally, exempt payees 1 through 52
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

- A An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B The United States or any of its agencies or instrumentalities
- C A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D A corporation the stock of which is regularly traded on one or more established securities markets, as described in Rec. section 1.1472-1/cl/13/i)
- E A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G A real estate investment trust
- H A regulated investment company as defined in section 831 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I A common trust fund as defined in section 584(a)
- J A bank as defined in section 581
- K A broker
- L A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M A tax exempt trust under a section 403(b) plan or section 457(g) plan

Section 2 - Certification

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

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

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