

REQUEST FOR APPLICATIONS (RFA)

RFA Posted On	May 15, 2015		
Open Application Periods	May 15, 2015 through June 25, 2015		
	January 1, 2016 through January 31, 2016		
	June 1, 2016 through June 30, 2016		
	January 1, 2017 through January 31, 2017		
Service	Fitting and Servicing of Telecoil-Equipped Hearing Aids		
Issuing Agency	Department of Health and Human Services Division of Services for the Deaf and the Hard of Hearing		
Mail Applications And Inquiries To	Jeff Mobley	Phone (Voice & TTY)	(919) 874-2239
	Contract Administrator	Phone (Voice & TTY) Toll Free	(800) 851-6099
	2301 Mail Service Center	Fax	(919) 855-6872
	1100 Navaho Drive - GL 3 Raleigh, NC 27699-2301	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 of the date specified below.

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

To Be Completed By Contractor:

Contractor Name:		E-Mail Address:	
Contractor’s Street Address:		P.O. Box:	P.O. Box ZIP:
City, State & Street Address Zip:		Telephone Number:	
Name & Title Of Person Signing:		Fax Number:	
Signature:		Date:	

Unsigned or Incomplete Applications Shall Be Returned Without Being Reviewed

NOTICE OF AWARD/FOR DSDHH USE ONLY: Application accepted and contract awarded on _____ . The Contract shall begin on _____ and shall terminate on June 30, 2017.		
By: _____	Jan Withers	Director
Signature of Authorized Representative	Printed Name of Authorized Representative	Title of Authorized Representative

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ARTICLE 1 PURPOSE

The purpose of this Request for Applications (RFA) is the creation of multiple non-exclusive contracts between the North Carolina Department of Health and Human Services (DHHS), Division of Services for the Deaf and the Hard of Hearing (Division or DSDHH) and Contractors who are qualified and willing to assist the Division in the fitting and servicing of telecoil-equipped hearing aids for qualified recipients as described herein. The Division will approve all applications that comply with the terms of this RFA, provided that the Division shall not be required to approve the applications of Contractors who have failed materially to comply with these terms in prior contracts.

ARTICLE 2 BACKGROUND

The Division serves individuals who are Deaf, Hard of Hearing, or Deaf-Blind; their families; and the communities in which they live. The Division enables the Deaf, Hard of Hearing, and Deaf-Blind to achieve effective communication and access to a better quality of life. The Division's Equipment Distribution Service (EDS) can provide qualified Hard of Hearing individuals with one new (1) telecoil-equipped digital or analog, behind-the-ear hearing aid to facilitate telephone communication. The funds for this service come from a monthly surcharge that is levied on all residential and business local exchange access facilities pursuant to the terms of N.C. Gen. Stat. § 62-157.

ARTICLE 3 DEFINITIONS

Applicant means a resident of North Carolina who is Deaf, Hard of Hearing, or Deaf-Blind and who applies to receive a telecoil-equipped hearing aid under the Service.

Automatic Telecoil Response means a telecoil device that is automatically activated by exposure to electromagnetic fields in telephone handsets or assistive listening devices so that it turns off the hearing aid's external microphone and eliminates background noise and feedback.

Automatic Telephone Response means a functional mode programmed within the memory of a hearing aid that automatically switches to the telephone function by exposure to electromagnetic fields in telephone handsets. Automatic Telephone Response lessens the probability of feedback but does not turn off the hearing aid's external microphone.

BTE means a behind-the-ear hearing aid. BTE's have a small plastic case that fits behind-the-ear and provides sound to the ear via air conduction of sound through a small length of tubing or electrically with a wire and miniature speaker. The delivery of sound to the ear is usually through a custom made ear mold, or other pliable fixture, that contours to the individual's ear.

Contractor means a sole proprietor, partnership or professional corporation that: (a) consists of, or employs, Providers, as that term is defined below; and (b) enters into a contract with the Division to provide the professional services described in this RFA.

Ear Mold means a piece of plastic or other soft material molded in different occluded or non-occluded styles to fit in the ear and to deliver the sound from a BTE hearing aid.

ITE means a full-shell in-the-ear hearing aid.

Provider means: (a) an Otolaryngologist who is licensed to practice medicine in North Carolina and who fits hearing aids; (b) an Audiologist licensed or registered by the NC Board of Examiners for Speech Language Pathologists and Audiologists; or (c) a Hearing Instrument Specialist licensed or registered by the NC Hearing Aid Dealers and Fitters Licensing Board.

Recipient means an applicant approved by the Division to receive a telecoil-equipped hearing aid under the Service.

Region means one of the seven multi-county administrative regions created by the Division to facilitate the provision of services across the State. A map showing the seven regions can be viewed online at:

<http://www.ncdhhs.gov/dsdhh/where.htm>

Regional Center means one of seven DSDHH offices within the seven multi-county administrative regions referenced above. The address of each Regional Center can be found on the web page referenced above.

Service means the DSDHH service that provides qualified hard of hearing individuals with one (1) telecoil-equipped digital or analog, behind-the-ear hearing aid to facilitate telephone communication.

Telecoils, sometimes called "Telephone Coils" or "T-coils", are electronic devices that allow audio sources to be directly connected to hearing aids. Telecoils help hearing aids filter out background noise. They can be used with telephones, FM systems, induction loop systems and public address systems.

ARTICLE 4 STATEMENT OF WORK

- 4.1 Whenever an Audiologist or Hearing Instrument Specialist encounters an individual who may be eligible to receive a telecoil-equipped hearing aid under the Service, they shall refer the individual to the DSDHH Regional Center serving that individual's county of residence.
- 4.2 An Audiologist or Hearing Instrument Specialist shall determine an Applicant's suitability for telecoil use by providing the hearing aid evaluation described in this RFA. At the conclusion of the evaluation, if the Audiologist or Hearing Instrument Specialist determines that the Applicant meets the eligibility criteria in RFA Section 4.4, the Audiologist or Hearing Instrument Specialist shall immediately give the Applicant, or the Applicant's official representative, a copy of the Applicant's hearing loss audiogram and a completed and signed "Certification and Documentation of Equipment Need." The Audiologist or Hearing Instrument Specialist shall not withhold these documents from the Applicant or the Applicant's official representative for any reason and shall not forward these documents to the DSDHH Regional Center unless requested to do so by a staff person from the Regional Center. By signing the Certification and Documentation of Equipment Need, the Audiologist or Hearing Instrument Specialist attests that:
- (a) The Applicant needs hearing aid amplification specifically for telephone use;
 - (b) The Applicant appears to be physically and cognitively able to use a telephone; and
 - (c) The Applicant is a viable candidate for telecoil use in hearing aids.
- 4.3 The Audiologist or Hearing Instrument Specialist shall conduct the hearing evaluation in an environment that meets or exceeds the criteria for background noise in audiometric rooms as specified by the American National Standard Criteria for Permissible Ambient Noise during Audiometric Testing (ANSI S 3.1-1977), including all subsequent amendments and editions.
- 4.4 The Service is available only to Hard of Hearing individuals who have bilateral hearing loss that impairs the individual's ability to use a telephone. More specifically, to be eligible, an Applicant must meet the requirements ("standard use-indicators") set out in subsections (a) and (b), below:
- (a) **First**, the Applicant must have --- in the ear better suited for telephone use:
 - (1) A hearing loss of 40 dB HL or greater for pure tone average at frequencies of 500 Hz, 1000 Hz, and 2000 Hz; **or**
 - (2) A hearing loss of less than 40 dB HL for pure tone average at frequencies tested below 2000 Hz and greater than 40 dB HL for the pure tone average at 2000, 4000, 6000, and 8000 Hz; **and**
 - (b) **Second**, the Applicant must also have a hearing loss--- in the ear better suited for telephone use -- - that is 90 dB HL or less for the pure tone average of all thresholds tested.
- Note:** Applications from applicants with a pure tone average (of all thresholds tested) of more than 90 dB HL will be disapproved.
- 4.5 The Contractor shall ensure that:
- (a) No staff member signs a "Certification and Documentation of Equipment Need" or fits a telecoil-equipped hearing aid under this contract until he or she has submitted to the Division:

- (1) A signed a copy of the verification form attached hereto as Attachment G; and
 - (2) A copy of his or her Audiologist's or Hearing Instrument Specialist's license or letter of renewal/verification of licensure from the North Carolina Hearing Aid Dealers and Fitters Licensing Board or the North Carolina Board of Examiners for Speech and Language Pathologists and Audiologists or both (if dually licensed).
- (b) Each staff member who signs a "Certification and Documentation of Equipment Need" or fits a telecoil-equipped hearing aid under this contract **knows and applies** the standard use-indicators described above in RFA Section 4.4, above, when fitting telecoil-equipped hearing aids under this Contract.
 - (c) The Contractor shall give the Division's Contract Administrator a copy of the above cited documents (4.5 a-1, 2) no later than thirty (30) days after an individual begins to provide testing or fitting services under this Contract or is deleted from staff. The Contractor shall complete the "Notification of Information Change" form found on the Division's web site.
 - (d) A copy of this RFA is kept on file at each of the Contractor's offices and shall be easily accessible to all Audiologists or Hearing Instrument Specialists providing services under this contract.

4.6 If the Audiologist or Hearing Instrument Specialist determines that an Applicant cannot use a BTE hearing aid due to physical incapacity, the Audiologist or Hearing Instrument Specialist shall provide a detailed written description of the physical condition that precludes the use of a BTE hearing aid. The Audiologist or Hearing Instrument Specialist shall provide this explanation on company letterhead in addition to completing the "Other Style" selection of the "Certification and Documentation of Equipment Need" form of the hearing aid application. In such a case, after full review and prior approval by DSDHH, a full-shell, in-the-ear (ITE) hearing aid with telecoil may be substituted for a BTE hearing aid. Notwithstanding the foregoing, only a BTE hearing aid will be approved for a resident of any skilled care nursing facility.

4.7 The Contractor shall provide an approved Applicant, or Recipient, with the following goods and services within thirty (30) days following receipt of authorization from the Division:

- (a) One new telecoil-equipped BTE hearing aid with the telecoil activated;
- (b) One ear mold most appropriate for the Applicant's use of the telephone; (See RFA Section 4.12);
- (c) One (1) package of batteries in addition to the batteries that are packaged with the hearing aid; and
- (d) Instructions on the use and maintenance of the hearing aid, including instructions and demonstration on the proper use of the telecoil as described in RFA Section 4.10.

4.8 The Division shall grant exceptions to this thirty (30) day deadline only upon a showing of good cause by the Contractor.

4.9 The Contractor shall select the most effective telecoil-equipped, BTE hearing aid that meets the Recipient's hearing loss needs and remains within the Reimbursement criteria as found in Sections 6.1 and 6.3 of this RFA.

4.10 The Contractor may dispense hearing aids with manually activated telecoils or hearing aids with automatic telecoil response, as appropriate, provided that the Contractor shall not dispense a hearing aid with automatic telecoil response if the cost of the device exceeds the Service cost allowance. When the Contractor dispenses a hearing aid with a manually activated telecoil, the Contractor must use the

Recipient's hearing aid and an available telephone to demonstrate to the Recipient how to activate the telecoil in order to ensure that: (a) the telecoil works; and (b) the Recipient is able to activate the telecoil successfully and (c) the applicant is better able to effectively use the telephone than without the hearing aid.

- 4.11** The Contractor shall not dispense hearing aids with Automatic Telephone Response or only use a programmable telephone channel of the hearing aid under this Contract.
- 4.12** The Contractor shall dispense the most appropriate ear mold for the Recipient's use of the telephone from the following styles: custom occluded ear molds—full receiver, Skeleton, Semi-Skeleton, Canal, Canal Lock, Shell or Shell Canal, or use non-occluding ear molds such as open, dome-tip, or RICs.
- 4.13** The Contractor shall give each Recipient of a telecoil-equipped hearing aid a thirty (30) day trial period. The trial period shall begin on the first day following the day on which the Recipient was fitted with the hearing aid.
- 4.14** The Contractor shall accept the return of the telecoil-equipped hearing aid at any time during the thirty (30) day trial period, at no cost to the Recipient, if the Recipient is unsatisfied with the hearing aid or if an Otolaryngologist determines that it is not practicable for the Recipient to use the hearing aid. In this event, the Contractor's reimbursement shall be governed by RFA Section 6.5, below. If the returned hearing aid has been altered, tampered with, misused, or abused, the Contractor may forward the hearing aid to the Division with a brief description of the reason the hearing aid is being forwarded to the Division and the name of the Recipient who returned the hearing aid.
- 4.15** The Contractor shall notify the Division of any and all hearing aids that are returned to the Contractor by Recipients or their families. If a hearing aid is returned to the Contractor after the expiration of the thirty (30) day trial period, the Contractor shall forward the hearing aid to the Division. In this event, the Contractor reimbursement shall be governed by RFA Section 6.6, below.
- 4.16** The Contractor shall provide maintenance and repair services for the hearing aid, at no additional cost to the Division or the Recipient, for a term of twelve months (beginning on the first day following the day on which the Recipient was fitted with the hearing aid) or for the term of the manufacturer's warranty, whichever is longer.
- 4.17** The Contractor shall evaluate the Recipient's use and care of the hearing aid and provide additional follow-up instruction and adjustments no less than:
- (a) Once within the 30-day trial period;
 - (b) Three (3) months after the day on which the Recipient was fitted with the hearing aid; and
 - (c) Nine (9) months after the day on which the Recipient was fitted with the hearing aid.
- 4.18** The Contractor shall refer Recipients who require excessive follow-up to the Regional Center serving the Recipient's county of residence. Excessive follow-up means five (5) or more complaints via telephone or office visits within the 30-day trial period or 10 or more complaints in total via telephone or office visits within the first three (3) months of hearing aid fitting.
- 4.19** At the time of an individual's initial visit and evaluation:
- (a) the Contractor shall describe to the individual the hearing aid fitting process that will occur if the individual is approved to receive a telecoil-equipped hearing aid under the Service;

- (b) The Contractor shall also fully disclose any costs that will be charged to the Applicant in the event the Applicant receives a hearing aid under the Service hearing aid is returned within the 30 day trial period.
- 4.20** At the time of an individual’s initial visit and evaluation, the Contractor shall give the individual a business card or appointment card containing the Contractor’s contact information. The Contractor shall also fully disclose any costs that will be charged to the Applicant in the event the Applicant receives a hearing aid under the Service and the hearing aid is returned within the 30 day trial period.
- 4.21** At the time of the fitting, the Contractor shall schedule a thirty (30) day check-up, a three (3) month check-up, and a nine (9) month check-up and shall give the Recipient an appointment card containing the Contractor’s contact information and the dates and times of the check-ups.
- 4.22** The Contractor shall give the Division’s Contract Administrator written notice of any changes to the information contained in any of the Application documents by no later than thirty (30) days after the change occurs. The Contractor shall use the “Notification of Information Change” form supplied by the Division in the Application Approval Packet.
- 4.23** In the event of business closure or sale of business, the Contractor shall immediately notify the Division’s Contract Administrator of such transaction. The Contractor must present to the Division’s Contract Administrator the following information within thirty (30) days of the transaction date:
 - a) Effective date of closure or sale
 - b) Financial and/or banking information change including closure of account (s)
 - c) A list of DSDHH applicants fit within a year of closure / sale date
 - d) A plan of action stating how applicants will receive services and follow-up as specified in 4.16 and 4.17 of this contract

ARTICLE 5 THE DIVISION’S DUTIES

- 5.1** The Division will meet with all Applicants and help them complete their applications.
- 5.2** The Division will give each approved Applicant a list of all Contractors who have a Contract under this RFA who have an office in the DSDHH Region that serves the Applicant’s county of residence.
- 5.3** The Division will review and process all applications received by it and will determine each Applicant’s eligibility.
- 5.4** When the Division completes its review of an application, the Division will give the Applicant, and the Contractor named in the Applicant’s application, written notice of its decision by regular U.S. mail.
- 5.5** If the Division approves the application, the letter to the Contractor will authorize the Contractor to order and dispense a telecoil-equipped behind-the-ear (BTE) hearing aid to the Applicant and the letter to the Applicant will identify the authorized Contractor. The Division will send the Contractor a “Hearing Aid Delivery and Follow-Up” form with the authorization materials.
- 5.6** The Division shall follow-up with Recipients after they have been fitted to ensure their satisfaction with their hearing aids and to provide life-skills information to help them adjust to their new hearing aids.

- 5.7 The Division shall provide intervention services to Recipients who require frequent follow-up, as reported by the Contractor pursuant to RFA Section 4.18, above.
- 5.8 The Division shall reimburse the Contractor as detailed in Article 6, below.
- 5.9 The Division shall monitor the Contractor's performance through internal and external random audits of applications, Applicant feedback and Contractor records.
- 5.10 The Division shall investigate complaints and submit its findings, as appropriate, to the North Carolina Hearing Aid Dealers and Fitters Licensing Board's Committee on Investigations or to the North Carolina Board of Examiners for Speech and Language Pathologists and Audiologists or both as applicable.
- 5.11 The Division shall not require the Contractor to provide services to any Applicant in the Applicant's home.
- 5.12 The Division shall provide information about the status of an application for services only to the Applicant or a family member of the Applicant and not to the Contractor.
- 5.13 The Division shall assign one staff person to serve as the Division's Contract Administrator, who will answer the Contractor's questions regarding the specifications, terms, and conditions of this Contract. (See page 1 of the RFA for the Division Contract Administrator's contact information)
- 5.14 The Division shall assign a second staff person to answer questions regarding billing procedures, the status of Contractor invoices, and the status of Contractor payments. This person will be identified in the Letter of Acceptance that informs the Contractor that the Applicant has been approved to receive a hearing aid under the Service. This person will be available via telephone, email, and facsimile between the hours of 8:00 AM and 5:00 PM on State Business Days.

ARTICLE 6 REIMBURSEMENT

- 6.1 At the conclusion of each Recipient's initial thirty (30) day trial period, the Contractor shall submit to the Division the following items:
- (a) The original copy of the DSDHH authorization form, countersigned by the Contractor's authorized agent; **and**
 - (b) The manufacturer's original invoice for the hearing aid, which shall include:
 - (1) The hearing aid's serial number;
 - (2) The amount billed to the Contractor for the hearing aid, including shipping, subject to the limitations set out in RFA Section 6.2, below; and
 - (3) The Recipient's name; **and**
 - (c) The Contractor's invoice for:
 - (1) A dispensing fee, which shall be no more than \$352.00 for the monaural fitting;
 - (2) A custom ear mold impression and materials fee, which shall be no more than \$30.00; and
 - (3) The wholesale cost of one package of no more than 6 batteries or \$6.00, whichever is less; **and**

- (d) The “Delivery/Fitting and Follow-Up Notification” form” signed and dated by the Audiologist or Hearing Instrument Specialist and the Recipient at the time of the initial hearing aid fitting and again at the time of the first follow-up appointment.

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

- (a) \$50.00 for one custom, occluded-style ear mold; **and**
- (b) \$20.00 for the cost of shipping the ear mold from the manufacturer to the Contractor; **and**
- (c) \$20.00 for the cost of shipping one corrected custom ear mold, **if** the audiologist or hearing aid fitter determines that the first mold is not acceptable;

Or alternatively,

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

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

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

6.3 The costs of instructing the Recipient in the use and maintenance of the hearing aid and of the follow-up services described in RFA Section 4.17 shall be included in the purchase price and shall not be billed separately to the Recipient or the Division.

6.4 The maximum cost that may be billed to DSDHH for each hearing aid, including all fees and charges, shall not exceed \$1,200.00. The Contractor shall not present the Recipient, the Recipient’s family, or the Recipient’s insurance provider with a bill for any of the unpaid costs of the goods and services provided under this contract and shall not otherwise seek reimbursement from the Recipient, the Recipient’s family, or the Recipient’s insurance provider for any of the costs not paid by DSDHH. If the Recipient decides to purchase a second hearing aid and the Recipient has an insurance policy that will pay for part or all of the cost of that second hearing aid, the Contractor may bill the Recipient’s insurance provider for that second hearing aid, pursuant to the terms of that policy. DSDHH shall only pay for one hearing aid.

6.5 The Contractor shall invoice DSDHH for a hearing aid no more than twelve (12) months after the date on which DSDHH authorizes the Contractor to fit the Recipient with a hearing aid. DSDHH shall not pay an invoice received more than twelve (12) months after the date on which DSDHH authorized the Contractor to fit the Recipient with a hearing aid. All invoices received after the twelve (12) month deadline will be returned to the Contractor.

6.6 If a Recipient returns a hearing aid within the thirty-day trial period, the Contractor **shall not** invoice the Division as described in RFA Section 6.1, above. However, the Contractor may bill the Division for a service fee of \$100.00 for time involved and may also bill the Division for costs and materials, impressions and ear mold charges for any non-returnable ear molds as submitted and shown on the original manufacturer’s invoice. Total reimbursement of all costs associated with returned hearing aids shall not exceed \$150.00. The Division shall pay the total of the service fee and ear mold costs upon the receipt of the original signed authorization form, an invoice stating “Returned Hearing Aid Service Fee” and all manufacturer’s invoices supporting billing claims.

- 6.7 If a Recipient returns a hearing aid to the Contractor after the expiration of the thirty-day trial period and the Contractor is unable to return the hearing aid to the manufacturer, the Contractor may send the hearing aid to DSDHH and invoice DSDHH (if it has not already done so) as specified in RFA Section 6.1, above, but may not invoice the Division for the service fee reimbursements specified in RFA Section 6.5, above.
- 6.8 The Division is developing a web-based software application that could automate and streamline some of the billing processes described in this RFA. When the Division implements this software, the Contractor shall utilize this online invoicing and payment application. There is no cost involved for use. Other divisions and offices of the Department of Health and Human Services may also be using this new software application for many of their transactions.

ARTICLE 7 INSTRUCTIONS TO CONTRACTORS

- 7.1 **Award or Rejection:** The Division will evaluate all complete applications against the requirements of this RFA. The Division reserves the unqualified right to reject any or all applications if rejection serves the best interests of the State. The Division will give each Contractor written notice by U.S. mail of the Division's decision to accept or reject the Contractor's application.
- 7.2 **Oral Explanations:** The Division will not be bound by oral explanations or instructions given at any time during the RFA process or afterward.
- 7.3 **Reference to Other Data:** Only information that is received in response to this RFA will be evaluated; references to information previously submitted in other applications will not be considered.
- 7.4 **Titles:** Titles and headings in this RFA are for convenience only and shall have no binding force or effect.
- 7.5 **Form of Application:** Applications must be submitted in the form and format specified by this RFA and must provide the information specified in this RFA.
- 7.6 **Acceptance of RFA Terms & Conditions:** All Contractor applications are subject to the terms and conditions outlined herein. All Contractor applications shall be controlled by such terms and conditions and the submission of other terms and conditions as part of an application shall have no effect either on this Request for Applications or on any contract that may be awarded through this RFA. By submitting an executed application, the Contractor specifically agrees to the specifications, terms, and conditions set forth in this RFA.
- 7.7 **Historically Underutilized Businesses:** Pursuant to G.S. § 143-48, the Division invites and encourages participation in this RFA by businesses owned by minorities, women, the disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled.
- 7.8 **Questions:** Questions about the RFA may be submitted to the Division via email or written correspondence. Please use the email address, mailing address, or Fax number listed on the first page of this RFA when submitting such questions.
- 7.9 **Submission of Applications:** Mail two signed originals of your application to the Division's Contract Administrator at the Mail Service Center address on page 1 of this RFA. A "signed original" is a document that bears hand-written signatures rather than photocopies of hand-written signatures. Retain a photocopy of your application for your files. **Applications received by Fax or Email will not be reviewed by the Division.**

7.10 Acceptance of Applications: If the Division accepts an application, an authorized representative of the Division shall countersign the first page of the Application and return one original signed counterpart of the Application to the individual or entity that submitted the application. The countersigned Application shall constitute the Contract between the parties.

7.11 Application Deadlines:

- (a) The Division will accept applications for review during the four open application periods identified on the first page of this RFA. **Applications received at any other times shall be discarded and shall not be reviewed.** Acceptance and review depends upon the date the Application is actually received by the Division and not the date the Application is placed into the custody of the U.S. Postal Service or other delivery service.
- (b) Contractors who currently have T-coil contracts with the Division and who do not want their contracts to lapse must deliver their complete application to the Division by no later than 5:00 PM on Wednesday, June 25, 2015.

7.12 Incomplete Applications: Incomplete applications will be returned to the Contractor without being reviewed.

ARTICLE 8 THE COMPONENTS OF THE APPLICATION

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

- (a) RFA Pages 1-11;
- (b) RFA Attachment A, the General Terms and Conditions;
- (c) RFA Attachment B, the Contractor Information Sheet, as completed by the Contractor;
- (d) RFA Attachment C, the ADA Compliance Questionnaire, as completed by the Contractor;
- (e) RFA Attachment D, the Contractor's Electronic Payment Form, with voided check attached as completed by the Contractor;
- (f) RFA Attachment E, the Contractor Certifications Required by North Carolina Law, as completed by the Contractor;
- (g) RFA Attachment F, Certification of Compliance With N.C. Gen. Stat. § 133-32 and Executive Order 24, as completed by the Contractor;
- (h) RFA Attachment G, the Audiologist's or Hearing Instrument Specialist's Verification, with **one** verification being completed and signed by **each** Audiologist or Hearing Instrument Specialist listed on Attachment B;
- (i) A copy of **each** Audiologist's or Hearing Instrument Specialist's license or letter of renewal/verification of licensure from the North Carolina Hearing Aid Dealers and Fitters Licensing Board or the North Carolina Board of Examiners for Speech and Language Pathologists and Audiologists or both if dually licensed (notwithstanding any other instructions to the contrary, **place this document immediately behind the individual's verification**);
- (j) A copy of the Contractor's W-9 Form (the W-9 form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>).

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

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

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

ARTICLE 9 CONTRACTOR QUALIFICATIONS

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

ATTACHMENT A

General Terms and Conditions

1. **Contract Documents:** The Contract between the Contractor and the Division shall consist of the Contractor's Application, as described in Article 8 of this RFA. The Application, once it is countersigned by an authorized representative of the Division, shall constitute the entire agreement between the parties and supersede all other prior oral or written statements or agreements.
2. **Contract Administrators:** The Contract Administrators are the persons to whom all required notices shall be given and to whom all matters relating to the administration or interpretation of this Contract shall be addressed. The Contractor shall identify the name, address, telephone number, facsimile number, and email address of its Contractor Administrator in RFA Attachment B. The Division's contract administrator is named on page 1 of the RFA. Either party may change the identity of its Contract Administrator or change the contact information for its Contract Administrator by giving timely written notice of the change to the other party.

Relationships of the Parties

3. **Independent Contractor:** The Contractor is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed.
4. **Subcontracting:** The Contractor shall not subcontract any of the work contemplated under this Contract.
5. **Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
 - (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

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

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

Indemnity and Insurance

7. **Indemnification:** The Contractor agrees to indemnify and hold harmless, the State of North Carolina, the Department, the Division, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract.
8. **Insurance:** During the term of the Contract, the Contractor shall provide, at its sole cost and expense, commercial insurance of such types and with such terms and limits as may be reasonably associated with the Contract.

Term and Termination

9. **Term:** A contract arising out of this RFA shall be effective on the date specified by the Division when it countersigns the Contractor's Application and shall terminate on **June 30, 2017**.
10. **Termination Without Cause:** Either party may terminate this Contract without cause by giving 30 days written notice to the other party.
11. **Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Division shall have the right to terminate this Contract by giving written notice to the Contractor and specifying the effective date thereof. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this Contract. The Contractor's use of unlicensed Audiologists or Hearing Instrument Specialists at any time during the term of this Contract shall also be an act of default under this contract.
12. **Waiver of Default:** Waiver by the Division of any default or breach in compliance with the terms of this Contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Division and the Contractor and attached to the Contract.
13. **Availability of Funds:** The parties to this Contract understand and agree that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Division.
14. **Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
15. **Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein that must survive contract expiration or termination in order to be given their full effect shall survive Contract expiration or termination, unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Compliance with Applicable Laws

16. **Compliance with Laws:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction or authority.
17. **Equal Employment Opportunity:** The Contractor shall comply with all federal and State laws relating to equal employment opportunity.
18. **Health Insurance Portability and Accountability Act (HIPAA):** The Contractor agrees that, if the Division determines that some or all 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

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

Oversight

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

Miscellaneous

22. **Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Division and the Contractor. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services must approve any amendment to a contract awarded through those offices.
23. **Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Contractor, by

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

24. **Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.
25. **Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.
26. **Time of the Essence:** Time is of the essence in the performance of this Contract.
27. **Advertising:** The Contractor shall not use the award of this Contract as a part of any news release or commercial advertising.

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ATTACHMENT B

Contractor Information Sheet

(Please Write Legibly)

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

D/B/A Name, if any

Main Corporate Street Address

Main Corporate Post Office Box (if any)

City County State Zip

Phone No.

Fax No.

Email Address

The Name of the Contractor's Contract Administrator

Contract Administrator's Street Address

Contract Administrator's Office Box (if any)

City County State Zip

Contract Administrator's Phone No.

Contract Administrator's Fax No.

Contract Administrator's Email Address

Billing Inquiries Representative / Contact

Billing Contact Telephone Number

Billing Contact Fax Number

Billing Contact Email Address

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

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

[Insert Additional Pages If Necessary]

ATTACHMENT C

ADA Compliance Questionnaire

Contractor Name (As Registered for Tax Purposes)

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

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

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

Race, color or national origin nondiscrimination, Title VI, Civil Rights Act of 1964 (P.L. 88-352)		
Sex nondiscrimination as provided in Title IX of the Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and §§ 1685-1686)		
Age nondiscrimination as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101-6107		
Nondiscrimination on the basis of disability as provided by the Americans with Disabilities Act (P.L. 101-336) and Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. § 794 and 24 C.F.R. Parts 8 and 9		
Accessibility to persons with mobility impairments as provided by the Architectural Barriers Act of 1968, 42 U.S.C. 4151, <i>et seq.</i> and 24 C.F.R. Parts 40 and 41		
Are appropriate modes of communication utilized for all persons served by the Contractor?		

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

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

For the Contractor: _____
Signature Title Date

DSDHH Reviewer: _____
Signature Hard of Hearing Services Manager Date

ATTACHMENT D

Office of the State Controller
DHHS Controller's Office



Contractor's Electronic Payment Form

For your convenience and benefit, the State of North Carolina offers payees the opportunity to receive future payments electronically, rather than by check. Your payments will be deposited into the checking or savings account of your choice. In addition to having the money deposited electronically, you also will be notified of the deposit either by fax or by email. The fax or email will provide you with all the information that would normally be on your check stub. To receive payments electronically, you must print and complete this form, attach a voided check to the form, and return both to the foregoing address.

PRINT THE FOLLOWING INFORMATION

Payee Name: _____

Federal Id. & Social Security Nos.: _____

Bank Name: _____

Bank Routing Number: _____

Select The Type of Account To Be Used and Provide The Account Number:

Checking Account No.: _____

Savings Account No.: _____

Provide the "Remit Address" for Foregoing Account: _____

Select The Means By Which You Wish To Be Notified Of Payment:

Fax Number: _____ Email Address: _____

Signature of Authorized Contractor Representative Date

Printed Name of Authorized Contractor Representative Title

Attach a Voided Check To This Form

ATTACHMENT E
Contractor Certifications Required by North Carolina Law
Instructions

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

- Article 2 of Chapter 64:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- 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/PDF/BySection/Chapter_143/GS_143-48.5.pdf
- G.S. 143-59.1:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 147-33.95(g):
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_147/GS_147-33.95.pdf

Certifications

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

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of **G.S. 143-59.1 and -59.2** shall be guilty of a Class I felony.

Contractor's Name

Signature of Contractor's Authorized Agent

Date

Printed Name of Contractor's Authorized Agent

Title

Signature of Witness

Date

Printed Name of Witness

Title

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

ATTACHMENT F

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

Background

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

http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_133/GS_133-32.pdf

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

Certifications

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

[Signatures Follow on Next Page]

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

Page 2

Contractor's Name	
Signature of Contractor's Authorized Agent	Date
Printed Name of Contractor's Authorized Agent	Title
Signature of Witness	Title
Printed Name of Witness	Date

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

[Remainder of Page Intentionally Left Blank]

ATTACHMENT G

Audiologist's or Hearing Instrument Specialist's Verification

Instructions

Each Audiologist or Hearing Instrument Specialist who provides services under this Contract must complete this form by: (a) placing his or her initials in rows 1 through 10 of Column B to indicate that he or she has read and understands the terms in the same row in Column C; and (b) signing page 2 of this Verification.

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

A	B	C
#	Initial	Terms
1		I understand that this Contract is specific to the North Carolina Division of Services for the Deaf and the Hard of Hearing Equipment Distribution Service and is unrelated to any other contract, agreement or understanding executed with any other agency of the State. (RFA Article 1)
2		I understand that the primary purpose of this Contract is to facilitate the Recipient's use of the telephone and that only those who need assistance with telephone use, who are cognitively and physically capable of using the telephone, and who own or have free access to a telephone, should be certified and fit with a hearing aid under this Contract. (RFA Article 3: Definition of "Service"; RFA Sections 4.2 and 4.4)
3		I have read and understand the clinical criteria that qualify an individual for a hearing aid through this service. (See RFA Section 4.4)
4		I have received a copy of the RFA, have reviewed said copy and have ready access to it for reference in my primary office/work location files. (RFA Section 4.5)
5		I understand that the Contractor must give the Division's Contract Administrator written notice of any changes to the information contained in any of the Application documents by no later than thirty (30) days after the change occurs and that the Contractor must use the "Notification of Information Change" form supplied by the Division to give that notice. (RFA Section 4.22)
6		I understand that a Recipient must be fit with a telecoil hearing aid within 30 days of receipt of the authorization letter. If for any reason I am unable to meet this requirement, I will notify DSDHH to provide detailed explanation and to request an extension. (RFA Section 4.8)

A	B	C
#	Initial	Terms
7		I understand that if I determine that an Applicant meets the eligibility criteria in RFA Section 4.4, I must immediately give the Applicant, or the Applicant's official representative, a copy of the Applicant's hearing loss audiogram and a completed and signed "Certification and Documentation of Equipment Need." I shall not withhold these documents from the Applicant or the Applicant's official representative for any reason and shall not forward these documents to the Regional Center serving the Applicant's County of Residence. (RFA Section 4.2)
8		I understand the Reimbursement allowances as defined within this Contract and know that all costs for fitting an Applicant with a hearing aid through the Equipment Distribution Service cannot exceed \$1,200.00. I further understand that no costs will be passed off to the Applicant or any member of the Applicant's family. (RFA Section 6.3)
9		I understand that, if I determine that an Applicant cannot use a BTE hearing aid, I must document this limitation: (a) in the "Physical Limitations" subsection of the "Certification and Documentation of Equipment Need" and (b) in a letter (printed on company letterhead stationery) addressed to the Division's Equipment Distribution Coordinator. In that event, with the coordinator's prior written consent , I may fit the Recipient with a telecoil-equipped, full-shell, in-the-ear (ITE) hearing aid. Notwithstanding the foregoing, only a BTE hearing aid will be approved for a resident of any skilled care nursing facility. (RFA Section 4.6)
10		I understand that authorizations are only valid for twelve months and that invoices received by the Division after the end of the twelve months will not be paid. (RFA Section 6.4)

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

Contractor's Printed Name

Signature

Printed Name

Date

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