

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: NOVEMBER 10, 2014 AGENDA ITEM NUMBER: 11

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT BETWEEN FORSYTH AND CATHOLIC CHARITIES DIOCESE OF CHARLOTTE FOR THE PROVISION OF SPANISH-ENGLISH TRANSLATION SERVICES TO FACILITATE THE PROVISION OF SERVICES TO CLIENTS OF THE DEPARTMENT OF SOCIAL SERVICES (FORSYTH COUNTY DEPARTMENT OF SOCIAL SERVICES)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

See attached

ATTACHMENTS: YES NO

SIGNATURE: *J. Kendrick Clatto, Jr. /cdh* DATE: November 4, 2014
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT BETWEEN
FORSYTH COUNTY AND CATHOLIC CHARITIES DIOCESE OF CHARLOTTE
FOR THE PROVISION OF SPANISH-ENGLISH TRANSLATION SERVICES
TO FACILITATE THE PROVISION OF SERVICES TO CLIENTS
OF THE DEPARTMENT OF SOCIAL SERVICES
(FORSYTH COUNTY DEPARTMENT OF SOCIAL SERVICES)**

BE IT RESOLVED by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached contract between Forsyth County and Catholic Charities Diocese of Charlotte in an amount not to exceed \$266,500 for the provision of Spanish-English translation services to facilitate the provision of services to clients of the Department of Social Services during the 2014-2015 fiscal year, subject to a pre-audit certificate thereon by the Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney. The original contract #2015-0208-00 is incorporated herein by reference.

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to execute on behalf of Forsyth County, subsequent contracts or contract amendments with this provider for these services within budgeted appropriations in current and future fiscal years if these services are necessary.

Adopted this the 10th day of November 2014.

NORTH CAROLINA)

AGREEMENT

FORSYTH COUNTY)

THIS AGREEMENT is made and entered into this 1st day of July, 2014 between Forsyth County (the County), on behalf of its Department of Social Services (FCDSS), and Catholic Charities Diocese of Charlotte, (Provider).

WITNESSETH:

I.
For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the fulltime equivalent (FTE) of 6.5 qualified Spanish-English interpreters to provide interpretation services as directed by FCDSS to any FCDSS clients who need these services in order to effectively communicate during the provision of FCDSS services, and the Provider agrees to provide the services to the County in accordance with the terms of this Agreement.

II.

Provider shall, for services provided under this contract:

1. By the tenth (10th) day of each month, issue to FCDSS an invoice and backup documentation for services provided the previous month. Provider invoices shall be mailed via U.S. Postal Service or via electronic mail as follows:

Forsyth County DSS	Electronic mail address: cookss@forsyth.cc
Business Office – Contracts Manager	
741 North Highland Avenue	
Winston-Salem, NC 27101	
2. Notify the FCDSS Contracts Manager or his/her designated representative in the event that Provider is not able to provide the services of 6.5 FTE qualified interpreters due to illness, leave time, or holidays other than established County holidays. Any questions or concerns regarding the quality of services provided by any interpreter will be addressed by conference between the FCDSS Contracts Manager and Business Officer and the Provider's designated representative.
3. Provider shall provide interpreters who met minimum language proficiency standards and are expected to adhere to the Interpreter Code of Ethics Attachment A, which is attached hereto and incorporated herein by reference. The Provider is responsible to review the Interpreter Code of Ethics with each interpreter, whether an employee of the Provider or Temporary staff, and provide FCDSS with a signed copy from each interpreter acknowledging the receipt.
4. It shall be the responsibility of the Provider to comply with and to ensure that its employee(s) placed at FCDSS pursuant to the provisions of this Agreement comply with the policies and procedures of FCDSS as provided by FCDSS including Professional Conduct Expectations, Children in the Work Place, Telephones and Mail, Parking, Protection of Individual Client Privacy, Security and Visitors, Smoking, Weapons in the Work Place, and Work Hours and Work Location. The Provider is responsible to review these FCDSS policies with each interpreter, whether an employee of the Provider or Temporary staff, and provide FCDSS with a signed copy from each interpreter acknowledging the receipt. These policies are provided in Attachment B, which is attached hereto and incorporated herein by reference.
5. **DRUG-FREE WORKPLACE FEDERAL CERTIFICATION:** By execution of this Agreement the Provider certifies it maintains a drug-free workplace as follows:
 - o by establishing a drug-free awareness program to inform employees about: 1) the dangers of drug abuse in the workplace (2) the Provider's policy of maintaining a drug-free workplace (3) any available drug counseling, rehabilitation, and employee assistance programs and (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
 - o by publishing a written statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Provider's workplace and specifying the actions that Provider take against employees for violation of such prohibition
 - o by requiring that any of Provider's employees engaged in the performance of services to FCDSS be given a written copy of the Provider's drug-free workplace policies. Provider shall also notify any of its employees engaged in the performance of services to FCDSS that, as a condition of employment, the employee shall: (1) comply with the Provider's drug-free workplace policies; and (2) the employee shall notify the Provider of any

conviction for a violation involving drugs occurring in the Provider's workplace no later than five days after such conviction. Provider shall notify FCDSS in writing within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction

- o by taking one of the following actions within 30 days of receiving notice with respect to any employee who is so convicted: (1) taking appropriate personnel action against such an employee, up to and including termination; or (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- o by making a good faith effort to continue to maintain a drug-free workplace through implementation of the measures specified in the County's Drug Free workplace provisions.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment (4 C.F.R. Part 85, Sections 85.615 and 86.620).

6. **NONDISCRIMINATION FEDERAL CERTIFICATION:** By execution of this Agreement, the Provider certifies that it will comply with all Federal statutes relating to nondiscrimination which include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibits discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.
7. Recruit, screen, employ, supervise, train and evaluate staff and other appropriate professional personnel to provide services provided under this Agreement. Provider shall ensure that its personnel who work directly with clients under this Agreement comply with Provider's "Interpreter Code of Ethics", a copy of which is attached hereto and incorporated herein by reference. Provider will perform criminal record checks on personnel who work directly with clients covered under this Agreement, and shall ensure that no personnel providing services hereunder, paid or volunteer, shall have been convicted of any sex crime or crimes of violence.
8. **CONFIDENTIALITY:** Keep confidential any information about a client covered under this Agreement. Such information shall be shared only among FCDSS and Provider staff that need to know such information in order to coordinate, manage, or deliver services to the client. Provider shall protect client privacy by complying fully with all federal and state privacy protection laws and regulations regarding the security and privacy of client information. Specifically, Provider is required to protect the privacy of any personally identifiable protected health information that is collected, processed or learned as a result of services provided to FCDSS. The services provided shall comply with security and privacy regulations pursuant to the Health Insurance Portability and Accountability Act (HIPAA). Compliance includes administrative, physical and technical safeguards as well as policies, procedures and documentation as modified by the American Recovery and Reinvestment Act and as further provided in the "Business Associate Addendum" entered into between the parties hereto, which Addendum is incorporated herein by reference as if fully set forth herein which is concurrently initiated during FY 2014-15.
9. Comply with FCDSS Language Access Policy as further provided in the " Agreement With Respect to Language Access Policy for Persons with Limited English Proficiency" entered into between the parties hereto, which Agreement is incorporated herein by reference as if fully set forth herein which was initiated during FY 2013-14.
10. Notify FCDSS in writing within thirty days of any change to the information provided in Provider's notarized "Conflict of Interest Policy Statement" submitted by Provider to FCDSS, which Statement is incorporated herein by reference as if fully set forth herein which is concurrently initiated during FY 2014-15.
11. Notify FCDSS in writing within thirty days of any change in the information or requirements as outlined and as provided in Provider's notarized "No Overdue Tax Debts Statement" submitted by Provider to FCDSS, which Statement is incorporated herein by reference as if fully set forth herein which is concurrently initiated during FY 2014-15.

12. It is the expectation of Forsyth County that the Provider will comply, and the Provider agrees to comply, with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this contract involving County funds, as outlined in the Resolution adopted by the Forsyth County Board of Commissioners at its regular meeting of October 23, 2006.
13. **WORK AUTHORIZATION:** Provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law.
14. This contract consists of standards as contained in , and Provider is held to the provisions of , separately certified documents, incorporated herein by reference, and entitled as follows: "General Terms and Conditions"; "Certification Regarding Lobbying" and "Certification Regarding Debarment, Suspension, ineligibility, and voluntary Exclusion-Lower Tier Covered Transactions" (both applicable if \$25,000 or more of federal participation is involved), "501(c)(3) and Tax Exempt Status" under the Internal Revenue Service Federal Tax Exemption provisions and "Notice of Certain Reporting and Audit Requirements".
15. **PRECEDENCE AMONG CONTRACT DOCUMENTS:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents and provisions as listed below with the first-listed document having the highest precedence and the last-listed document having the lowest precedence as follows: 1) the Contract Document, 2) the General Terms and Conditions, 3) the Scope of Work set out in the Contract Document, 4) Drug-Free Workplace and Nondiscrimination set out in the Contract Document, 5) Conflict of Interest, 6) No Overdue Taxes, 7) Environmental Tobacco Smoke set out in the Contract Document, 8) Lobbying , 9) Debarment, 10) HIPPA Business Associate Addendum, 11) Transportation set out in the Contract Document, 12) IRS Federal tax exempt letter or 501 (c), 13) Certain Reporting and Auditing Requirements, and 14) Contract Questionnaire. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

Forsyth County shall:

1. Provide working space and telephones in the FCDSS Building and necessary office supplies for use by the interpreters while providing services to FCDSS.

III.

The services of the Provider shall begin on July 1, 2014, and, unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until June 30, 2015. Either party shall have the right to terminate this Agreement for services upon thirty (30) days notice in writing to the other party.

IV.

As full compensation for the Provider's services, the County agrees to pay the Provider as follows:

- o \$20.44 per hour of interpreter services provided during the 'standard hours' of 8:00 AM and 5:00 PM weekdays;
- o \$35.00 per hour of 'non-standard hours' interpreter services provided anytime other than the 'standard hours' specified above. Each 'non-standard hours' assignment shall be assessed at a two-hour minimum. In addition to the hourly rate for 'non-standard hours' services, in the event that an interpreter is required to use his/her personal vehicle in the performance of a 'non-standard hours' assignment, the County will pay a travel fee at the mileage rate set by the State of North Carolina, round-trip from the home of the assigned interpreter to the location of the assignment, not to exceed 50 miles per assignment,

all payable in installments.

The County shall make payment within 30 days of receipt of an invoice and supporting documents, provided that all elements of the Agreement are satisfactorily met.

If Provider fails to submit invoice(s) by the 10th day of the month for the previous service month as described in Section II-1 herein, and if such failure results in a loss of revenue to the County, the County shall reduce its payment(s) to Provider by an amount equal to the lost revenue.

Total payments under this contract are not to exceed \$266,500 during fiscal year ending June 30, 2015 without executing a written contract amendment.

This contract consists of \$0.00 in Federal funds (CFDA# 93.558), \$0.00 in State funds, and \$266,500 in County funds toward TANF MOE. SIS Code 871/873

There are no matching requirements from the Contractor.

V.

- The Provider shall maintain for the duration of this contract, at its sole expense, the following insurance coverage:
- A. **Commercial Liability Insurance:** The Provider shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance shall name Forsyth County, its officials, officers, and employees as additional insureds with respect to performance of the services of this contract. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds and shall be primary with respect to insurance or self-insured retention programs covering Forsyth County, its officials, officers, and employees.
 - B. **Business Automobile Liability Insurance:** The Provider shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles used to provide services under this Agreement.
 - C. **Workers' Compensation and Employers' Liability Insurance:** The Provider must maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$100,000 each accident.
 - D. **Professional Liability Insurance:** The Provider shall maintain professional liability insurance with limits of not less than \$1,000,000 per occurrence. Such insurance shall name the County, its officials, officers and employees as additional insureds with respect to performance of the services. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds. Coverage shall be primary with respect to any insurance of self-insured retention programs covering the County, its officials, officers and employees, shall include a special project endorsement, and shall include all professional liability claims against the insured and the incurred legal costs of defending those claims.
 - E. **Other Insurance Requirements:** The Provider shall:
 - o Prior to commencement of services, furnish the County with properly executed certificates of insurance which shall clearly evidence all insurance required in this section, and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior notice to the County at the following address: Forsyth County Risk Manager, Finance Dept., 201 North Chestnut Street, Winston-Salem, NC 27101.
 - o Provide certified copies of endorsements and policies, if requested by Forsyth County, in lieu of or in addition to certificates of insurance.
 - o Replace certificates, policies, and endorsements for any such insurance that expires prior to the completion of services under this Agreement.
 - o Maintain such insurance with insurers authorized to do business in North Carolina and having A.M. Best Company ratings of not less than A: VII.

Any alternatives to these requirements shall require written approval of the County's Risk Manager. This contract must not be executed without a properly executed certificate of insurance evidencing all required coverage, including evidence of required additional insured.

VI.

1. **CONTRACT ADMINISTRATORS:** All notices permitted or required to be given by one Party to this Agreement to the other Party to this Agreement and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's contract administrator as set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

Sherri Cook, Contracts Manager
Forsyth County Dept. of Social Services
741 North Highland Avenue
Winston-Salem, NC 27101
Telephone: 336-703-3421
Fax: 336-727-2850
cookss@forsyth.cc

For Provider:

Diane C. Bullard, Area Office Director
Catholic Charities Diocese of Charlotte
PO Box 20185
Winston-Salem, NC 27120-0185
Telephone: 336-727-0705 Ext. 202
Fax: 336-714-3232
DCBullard@CharlotteDiocese.org

2. The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's or Provider's employees' acts or omissions. The Provider agrees to hold the County harmless from and

against any claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider or Provider's employees.

3. The Provider shall not subcontract any of the work contemplated under this Agreement without prior written approval from FCDSS. The County shall not be obligated to pay for any work performed by any unapproved subcontractor.
4. The Provider or Provider's employees shall not be treated as employees of the County with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The Provider understands that neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider further understands and agrees that the Provider or Provider's employees are fully responsible for the payment of any taxes arising from the payment of monies under this Agreement.
5. The Provider or Provider's employees shall not be treated as employees of the County with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County.
6. The Provider or Provider's employees have no authority to enter into contracts or agreements on behalf of the County.
7. The Provider declares that it has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement.
8. **REPORTING REQUIREMENTS:** The Provider shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular A-133 and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.
9. **SUPPLEMENTATION OF EXPENDITURE OF PUBLIC FUNDS:** The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.
10. **OUTSOURCING TO OTHER COUNTRIES:** The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.
11. The Provider shall supply, at its sole expense, all equipment, tools, materials, or supplies required to provide contracted services unless otherwise agreed in writing.
12. **FEDERAL CERTIFICATIONS:** Individuals and organizations receiving federal funds must ensure compliance with certain Certifications required by federal laws and requirements. The Provider is hereby complying with such Certifications. The Provider submits such assurances and Certifications as signed by the Provider's authorized representative.

This contract shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to choice of law principles. The Provider, by signing this Agreement, 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 Forsyth County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Forsyth County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

In the event that a court of competent jurisdiction holds that a provision or requirement of this Agreement 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 Agreement shall remain in full force and effect, except to the extent they rely on the unenforceable provision(s).

This Agreement is the entire agreement between the parties as to the subject matter referenced herein, and no amendment may be made to this Agreement except with the prior written consent of both parties.

SIGNATURE WARRANTY: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement.

IN WITNESS WHEREOF, the County and the Provider have set their hands and seals as of the day and year first above written.

CATHOLIC CHARITIES DIOCESE OF CHARLOTTE

By: Gerard A. Carter (Signature)
(Printed Name) Gerard A. Carter, Ph.D.
(Title) Executive Director/CEO

EIN: 56-1058954

Status: Public
 Private, Not for Profit
 Private, For Profit

Financial Reporting Year:
July 1 to June 30

FORSYTH COUNTY

By: Joe Raymond
Joe Raymond
Director, Dept. of Social Services

By: _____
J. Dudley Watts, Jr.
County Manager

ATTEST:

By: _____
Carla D. Holt
Clerk to the Board

Approved as to form and legality:

Date: _____

By: _____
Assistant County Attorney

*Attachment A
between Forsyth County and Catholic Charities
Diocese of Charlotte*

Interpreter Code of Ethics

Interpreters who provide services on behalf of Casa Guadalupe of Catholic Social Services have met minimum language proficiency standards and are expected to adhere to the Interpreter Code of Ethics. Our goal is to uphold the best, most comprehensive standards as possible.

INTERPRETER CODE OF ETHICS

1. The Interpreter shall render a complete and accurate interpretation.

The Interpreter shall not:

- o conduct side conversations
- o correct speaker's mistakes
- o fail to properly correct his or her own interpreter mistakes
- o use the third person, if possible
- o delete or omit information
- o add information that was not in the original conversation
- o add or delete "politeness markers"
- o yield to unethical behavior.

2. The Interpreter shall remain impartial.

The Interpreter must not take sides in any conversation regardless of personal or moral considerations.

It is imperative that the Interpreter provides only the accurate interpreted information without the addition of body language, negative or positive intonations or personal opinions.

3. The Interpreter shall maintain confidentiality of all assignments.

The Interpreter is permitted to make notations about the interpreted call, but these notations may contain only information regarding the date when the call was received, the call starting and ending time, the language he/she interpreted to/from and notes needed to improve interpretation. The Interpreter must establish and maintain appropriate safeguards to insure the confidentiality of these call records and call information. Interpreters need to destroy any notes pertaining to interpretations within 24 hours from the time after they were initially created.

4. The Interpreter shall remain confined to the role of interpreting, acting as a conduit and passing accurately interpreted information from one language to another.

5. The Interpreter shall maintain professional conduct at all times.

The Interpreter shall speak in a clear voice, while maintaining professional decorum and objectivity. The Interpreter's voice and work is understood to represent the professional and public image of Casa Guadalupe.

The Interpreter shall remain alert and mentally agile prior to and during interpretations. To this end, the Interpreter should take breaks after handling difficult or long calls.

6. The Interpreter shall be culturally sensitive.

Members of certain cultures may require or prefer one gender to another for interpretation. As professionals, Interpreters cannot take issue in these choices, or let personal opinions be reflected in the interpretation process. The Interpreter must respect and adhere to these choices to the best of the Interpreter's ability.

The Interpreter shall bridge the cultural gap to the satisfaction of both parties.

ATTACHEMENT B

FCDSS POLICIES & PROCEDURES

PROFESSIONAL CONDUCT EXPECTATIONS

Ethical Standards & Conflicts of Interest

Ethical Standards

DSS employees are expected to adhere to the listed ethical standards, most of which are common sense rules of professional conduct that would be expected in any work setting. However, as a professional human services organization created to enhance the dignity and well-being of each individual who seeks its services, it is especially important to understand and to select a course of action consistent with the spirit as well as the letter of these guidelines. Violations may subject an employee to disciplinary action.

1. Employees shall not participate in, condone, or be associated with dishonesty, illegal activity, fraud, or deception.
2. Employees shall not allow private conduct to interfere with professional duties or with the professional image of the organization.
3. Employees shall not practice, condone, facilitate, or collaborate with any form of discrimination on the basis of race, ethnicity, national origin, color, sex, age, marital status, political belief, religion, or mental or physical disability or other protected status. In addition, employees should strive to understand the nature of social and cultural diversity, and in the execution of their job duties will not make any statement or use any slogan which may be construed as demonstrating a particular bias for or prejudice against any of the above listed groups.
4. Employees shall not practice, condone, facilitate, or collaborate with any form of discrimination on the basis of sexual orientation.
5. Employees shall respect the right of customers to make their own decisions, and assist them in their efforts to identify and clarify their goals to include the limits, rights, opportunities, and obligations associated with services which might affect the client's decision to enter into or continue the relationship with the agency
6. Employees shall use clear and understandable language to inform clients of the extent and nature of services available to them. In instances when customers are not literate or have difficulty understanding or hearing the language spoken, employees should take steps to ensure comprehension.
7. Employees shall make clear distinctions between personal statements and actions from those as a representative of the FCDSS. Only the Director and Board of FCDSS are empowered to set agency policy.
8. Employees shall provide services and represent themselves as competent only within the boundaries of their job description, education, training, and supervised experience. Employees are encouraged to engage in continuing professional education to maintain and enhance their competence.
9. Employees shall respect a client's right to confidentiality as established by law. Private information should not be solicited from a client unless it is essential to providing services or conducting research. Employees may disclose confidential information only with informed consent from a client or the client representative except in those circumstances in which not to do so would violate other laws or would result in clear and imminent danger to the client or others. Employees are expected to follow the specific policy guidance and applicable laws that govern the particular action to determine if the

informed consent needs to be in writing (much of the time they do). The supervisory chain, State Reps and the legal department can assist in making these determinations.

Employees shall take precautions to protect the confidentiality of client records. Client records, transmitted through computers, electronic mail, facsimile machines, telephones, telephone answering machines, and all other electronic or computer technology, should be stored in secure locations. Confidential information should not be discussed in any setting unless privacy can be ensured, and only discussed with staff on a need to know basis. Client confidentiality should also be protected when responding to requests from others.

10. DSS employees shall not use derogatory language in their written or verbal communications to or about customers, co-workers, supervisors or other members of management. Only accurate and respectful language should be used.
11. DSS employees shall not accept or grant goods, services, or things of value to or from agency customers.
12. DSS employees shall treat colleagues with respect. Employees shall avoid criticism of colleagues in communications with customers. Employees should also avoid unwarranted negative criticism of colleagues in communication with other professionals.
13. DSS employees shall take adequate measures to discourage, prevent, expose, or correct the unethical conduct of colleagues.
14. DSS employees shall not obtain money or other items of value on behalf of customers without the knowledge of their supervisor. When requesting money or items of value, said request need to be countersigned by the supervisor or another member of the chain of supervision.

Conflicts Of Interest

FCDSS employees are expected to use good judgment, adhere to high standards, and avoid situations with customers or colleagues that create an actual or perceived conflict between their personal interests and those of the organization. FCDSS requires that the employees participate in only those transactions that are ethical and within the law.

FCDSS employees shall not misuse their professional relationships sexually, financially, or for any other personal advantage. This standard of conduct shall be maintained by staff toward all associated with them, such as customers, colleagues, supervisees, employees, students, and research participants.

FCDSS employees shall terminate a professional relationship with customers when, after careful evaluation and assessment, it is determined that the customer is not likely to benefit from continued services or the services are no longer needed, but shall not initiate such termination of services for the purpose of beginning a personal or business relationship with the client.

FCDSS employees shall not initiate, and shall avoid when possible, personal relationships or dual roles with current customers, or with any former customers whose feelings toward them may still be derived from or influenced by the former professional relationship.

When a FCDSS employee may not avoid a personal relationship with a customer, the employee shall take appropriate precautions to discuss the situation with the appropriate management staff. Management shall document the discussion about the employee's relationship with the customer and the consultation or supervision to ensure objectivity and professional judgment are not impaired. In instances when dual or multiple relationships are unavoidable, FCDSS will set clear and sensitive boundaries. FCDSS staff shall not sexually harass or engage in sexual activities with customers or former customers. The customer's or

former customer's former initiation of a personal, sexual, or business relationship shall not be a defense by the FCDSS employee for failing to abide by these guidelines.

FCDSS employees shall:

- Act with integrity in relationships with colleagues and other professionals.
- Treat with respect and represent accurately the views of colleagues, and when expressing judgment on qualifications and findings of colleagues, shall do so fairly and through proper channels.
- Foster working conditions that provide fairness, privacy, and protection from physical or mental harm.
- Take appropriate measures to discourage, prevent, expose and correct unethical or incompetent behavior by colleagues, but take equally appropriate steps to assist and defend colleagues unjustly charged with such conduct.
- Avoid engaging in sexual relationships with colleagues when there is a potential for conflict of interest, i.e., with an employee, student, volunteer, etc., over which one exercises supervisory or professional authority.

Customer Service Standards

PROFESSIONALISM

- We strive to look and act professional at all times.
- We embrace diversity in all its forms.
- We accept responsibility and desire to learn from our mistakes.
- We commit ourselves to our Mission, Vision & Values.

RESPECT

- We desire to treat others the way we would want to be treated.
- We will work hard to protect our customers' rights to privacy and confidentiality.
- We will do our best to treat people with dignity and courtesy in order to create a positive environment.

COMMUNICATION

- We will do our best to communicate clearly in order to increase understanding.
- We commit ourselves to returning messages promptly.

TIMELINESS

- We value our customers' time.
- We will make every effort to see customers promptly.
- We want our customers to be knowledgeable about processing times for paperwork, services, and any delays they can expect.

QUALITY

- We will make every effort to provide quality services that are efficient and effective.
- We aspire to exceed our customers' expectations of our services.
- We endeavor to make good use of all our resources.

FACE TO FACE INTERACTIONS

- We intend to greet our customers with a smile in person and on the phone.
- We want our customers to know how important they are to us.
- We want to help our customers to become self-sufficient, and live in stable and healthy environments.

CUSTOMER FEEDBACK

- We value feedback from our customers (let us know how we are doing).
- We commit ourselves to learning from our customers.

Customer Service Slogan:
“Serving our Community with Competence, Compassion and Commitment”

Gifts and Favors

Employees shall not accept any gift, whether in the form of cash, service, loan, or item of value or promise from any person who may be interested directly or indirectly in business dealings with FCDSS including, but not limited to, vendors or customers. Employees shall not accept any gift, favor or item of value that may influence or be perceived to influence employees in the discharge of duties. No official or employee shall grant in the discharge of duties any improper favor, service or item of value.

If an employee or someone with whom the employee has a close personal relationship, or has a financial or employment relationship with a vendor, potential vendor, or customer of FCDSS, the employee must disclose this fact in writing to FCDSS management. FCDSS will determine what course of action must be taken to resolve any conflict that may exist.

Accepting gifts of little or no monetary value (such as homemade cookies) does not pose a problem as long as the gift does not present the appearance of favoritism and/or undue influence in the employee’s decision making. If staff is unclear, they should check with their supervisor before accepting the gift. Division Directors and the Business Officer are responsible for settling differences of opinion and/or enforcement standards in their area of operations.

Harassment Prohibited

Forsyth County will not tolerate or condone harassment of any of its employees. Any form of harassment related to an individual’s age, race, color, sex, religion, national origin, disability, or any other protected category is a violation of this policy and will be treated as a disciplinary matter. For these purposes, the term harassment includes, but is not limited to, unwelcome slurs, and any other offensive remarks, jokes, other verbal, graphic, or physical conduct. Harassment also includes unwelcome sexual advances, requests for sexual favors, offensive touching, and other verbal, graphic, or physical conduct of a sexual nature. Violation of the county policy will subject an employee to disciplinary action, up to and including immediate discharge.

Professional Image Standards and Expectations

FCDSS adopted the following guidelines for professional image standards for all staff. It is understood that no policy can foresee each and every circumstance to be encountered and that supervisors need to have the flexibility to determine the appropriateness of staff’s attire and to enforce the standards of this policy. In those cases where the attire is questionable, supervisors are expected to use good judgment and good communication skills to correct the situation. Division Directors and the Business Officer are responsible for settling differences of opinion and/or enforcement standards in their area of operations. Maintaining a professional image is a vital asset to the FCDSS organization and shows respect for FCDSS customers, and the taxpayer visitors on whose behalf employees are compensated. The agency reserves the right to determine appropriate dress at all times and in all circumstances and may send employees home to change clothes should it be determined the dress is not appropriate. Employees will not be compensated for

this time away from work and may be required to use annual leave to cover the absence. The list below is not all-inclusive.

1. General Standards

- General attire will be clean, neat, free of holes and appropriate for the type of work performed that day.
- Clothing should fit properly and not too tight, revealing, or provocative.
- Mustache, long hair or beard must be clean and well trimmed.
- Community Social Services and Human Resource Aides should wear comfortable clothing suitable for the daily tasks.
- Staff involved in special activities such as moving furniture, assisting a client to move, or agency planned outdoor activities may dress appropriately for the activity. If other professional activities are scheduled during the day, the employee is expected to change into appropriate dress.
- Pants or slacks must not be shorter than ankle length.
- Sun dresses may be worn if covered with a jacket or sweater (for a definition of a “sun dress” see your supervisory chain)
- Athletic Shoes:
 - Athletic shoes can be worn on Friday as part of the “casual dress” attire. It is expected that athletic shoes are clean and not worn and torn.
 - On other days athletic shoes should only be worn if there is a medical need or when an employee must walk a distance that makes it uncomfortable or unsafe to wear regular work shoes. Once in the building the employee should change to regular work attire shoes.
- Inclement Weather Dress: Our policies do not allow for an inclement weather dress. Monday through Thursday staffs are expected to dress in the usual manner. Friday (as mentioned below) is casual attire.
- Denim Material: Can be worn regularly as a jacket, coat or skirt that is appropriate to professional dress, otherwise, denim pants (all colors) are restricted to casual Fridays.
- Gauchos/Culottes and Pants (Capri): Your supervisory chain will determine if Gauchos or Culottes are appropriate business attire. All pants are to be ankle length.

2. Court Appearance Standards

- Men must wear a coat and tie. Options include a dress suit and tie or sports jacket and tie. Appropriate business attire shoes must be worn.
- Women must wear dresses or skirts that are knee length or below, dress blouses or sweaters, dress slacks, and dress shoes or sandals.

3. Casual Days

Fridays are “business casual days”. Business casual does not mean sloppy or unprofessional. Staff may wear workplace appropriate denim material pants/jeans with an appropriate top. Athletic tee shirts or those that contain business advertisements, slogans, or graphics may not be worn. Sweat shirts, sweat pants may not be worn.

4. Not Permitted at Anytime

- Mini skirts, tight pants, leggings, workout suits, wind suits, shorts, printed tee-shirts and clothing made out of sweatshirt type material.(T-Shirts intended as sports wear or under garments worn externally (printed or not) should not be worn)
- Any low cut tops such as halter, tank, cropped or muscle shirts.
- Bedroom shoes and flip flops of any kind.

- Baseball caps or hats of any type (No hats or head coverings of any kind are allowed in the building).
- See thru clothing; exposed midriffs, lower back area, or exposed cleavage.
- Skorts and/or shorts.
- Facial piercing other than earrings.
- Bib overalls.
- If at all possible, tattoos should not be visible. In today's popular culture many people have tattoos and some are placed on areas of the body that are not easily covered; however, tattoos that can not be covered can not be offensive (that determination will be made by management).

All staff is expected to use good judgment in determining appropriate professional attire and to consult with supervision if unsure if an item of clothing is acceptable. All supervisors and program managers may make decisions on other clothing issues as they arise, and are required to discuss any professional image problem with the staff person involved immediately upon becoming aware of a failure to comply with these standards.

GENERAL POLICIES

Children of DSS Employees in the Workplace

The FCDSS' focus is on timely and effective customer service. When children of employees are brought to the workplace, regardless of age, it creates a distraction for the parent as well as co-workers. Children (grandchildren, godchildren, etc.) may not be brought to work for an extended period of the workday. Exceptions to this policy must be pre-approved by the supervisor and division director, but should not exceed a period of one hour.

Forsyth County provides its employees the "Day Care Reimbursement Account". This benefit helps manage day care expenses. While school or daycare holidays, intercessions, and inclement weather can create child care hardships for all parents, this agency is not an alternate child care placement.

Telephones

Office telephones are a vital part of FCDSS business operation. Because of the large volume of business transacted by telephone, personal use of the telephone should be limited and brief. Personal long-distance calls should be billed to the employee's home phone or credit card or placed collect.

Mail

Staff should not have personal mail sent to the FCDSS. All mail received through the FCDSS mail system is considered agency mail. Use of office postage for personal mail is not allowed and is grounds for disciplinary action.

Parking

There is parking in county-owned parking lots for specified county employees of the DSS and the Health Department, and for employees of the mental health providers located in the complex at 725 N. Highland Ave. Specified employees of the DSS are assigned to gated Lots #1 (40 spaces, behind the Health Dept. accessed off of Cleveland Ave.), #3 (28 spaces, below the General Services Plant building accessed off of Cleveland Ave.), #4 (15 spaces,

directly behind the DSS building and above the Plant building accessed off of Cleveland Ave.), and #5 (90 spaces, directly behind the DSS building accessed off of E. 7th Street). All employees not assigned to one of these lots can park in the lot at 720 Russell Ave. Entrance to the gated lots is accessed by the employees building access badge and allows entrance only to the lot for which the employee is assigned. In some lots where parking is shared with other department staff, the employee will also have a color coded sticker to be displayed either in the car's rear window or on the rear bumper.

The parking lot directly in front of the DSS building and bounded by the Health Department and the mental health building is reserved for customers and visitors only. This restriction also applies to the handicapped spaces in this lot. No employee, contract staff, volunteer, or student/intern is allowed to park in this lot for any reason.

Assignment to Lot #5 is based on (1) handicapped status, (2) job function and parking assignment at the time the agency moved to this address, (3) job classification of Program Manager level and above, and (4) for any available spaces after the above allocations, tenure with the agency.

Assignment to Lot #3 is based on tenure with the agency.

Assignment to Lot #4 is based on certain document physical limitations status and tenure for any available spaces after handicapped allocations are made.

Assignment to Lot #1 is based on tenure with the agency.

Tenure is counted from the most recent date of employment and those with the most years with the agency are assigned to Lot #5, then #4, #3, and last Lot #1. When spaces become available employees are moved up based on tenure with employees previously without an assignment going into Lot #1.

In the event an employee with a space in Lot #5 accepts a new position not authorized for Lot #5 their access to this lot will be removed.

Should an employee's health status change and they no longer qualify for assignment to a handicapped space or a special assigned space their access to handicapped/special lot will be removed and their parking assignment will return to their original parking site.

As the agency is not required by law to provide all employees seeking Handicapped/Special parking a space but, rather, to provide a reasonable number of such spaces, and as the total number of secure lot parking spaces available to the entire agency are significantly less than the need, it is necessary for persons seeking special parking assignments to provide clear and adequate documentation to support this request. The provision of such documentation does NOT assure the request will be granted. Once all spaces available for Handicapped/Special parking assignments are full, employees seeking such parking will be placed on a Waiting List and will move to a space when one becomes available, assuming the need still exist, on a first name on the list basis.

To be considered for assignment for Handicapped Parking (7 spaces in Lot #5) and Physical Limitations Special spaces (approximately 17 in Lot #4) both of which are located directly behind the DSS building) an employee must complete the following:

- Submit a request to the Administrative Assistant (AA) to the Director/Deputy Director by email or phone at 703-3415
- Provide the AA a copy of the NC Department of Motor Vehicles issued Handicapped placard issued to the employee
- Provide the AA a copy of the current NC automobile registration card
- Provide the AA a current doctor's statement which clearly states how the employee meets the definition of Handicapped (see below) and the expected duration of this status
- Meet with the Deputy Director to further clarify this request if needed

NOTE: Should the Handicapped placard, the Automobile registration or the doctor identified duration expire without the AA receiving an updated copy with the new expiration date(s) the employee's access to the lot will be removed.

- A current doctor's statement verifying that the need is on-going must be submitted annually as long as the employee has handicapped/special parking assignments.

Employees with short-term mobility limitations can request a temporary parking assignment to accommodate their need by:

- Providing the AA a doctor's statement which clearly describes the physical limitation and the duration of the need
- Meet with the Deputy Director to clarify this request if needed

G.S. 20-37.5 Handicapped—definitions and parking privileges.

- (1) "Handicapped" shall mean a person with a mobility impairment who, as determined by a licensed physician;
- (a) Cannot walk 200 feet without stopping to rest;
 - (b) Cannot walk without the use of, or assistance from, a brace, cane, crutch, another person, prosthetic device, wheelchair, or other assistive device;
 - (c) Is restricted by lung disease to such an extent that the person's forced (respiratory) expiratory volume of one second, when measured by spirometry, is less than one liter, or the arterial oxygen tension is less than 60 mm/hg on room air at rest;
 - (d) Uses portable oxygen;
 - (e) Has a cardiac condition to the extent that the person's functional limitations are classified in severity as Class III or Class IV according to standards set by the American Heart Association;
 - (f) Is severely limited in their ability to walk due to an arthritic, neurological, or orthopedic condition; or
 - (g) Is totally blind or whose vision with glasses is so defective as to prevent the performance of ordinary activity for which eyesight is essential, as certified by a licensed ophthalmologist, optometrist, or the Division of Services for the Blind.

No employee should ever allow anyone else to use the parking access card assigned to them and doing so could lead to disciplinary actions.

Assignments to county parking spaces will be reviewed and updated at least annually.

Protection of Individual Client Privacy

FCDSS Staff is required to read and be familiar with the full version of this policy. The full text version of this policy is located at the county intranet site (fcnet).

Selected highlights from FCDSS confidentiality policies:

Confidentiality rules are based not only on the interests, expectations, and rights of individuals with respect to informational privacy, but also on a wide range of other individual, governmental, professional, public, and social interests regarding the acquisition, use, protection, and disclosure of information states John Saxon, in an IOG February 2001 Newsletter on Social Services and Confidentiality.

FCDSS strives to protect client privacy, complying fully with all federal and state privacy protection laws and regulations concerning the security and privacy of client information.

All employees working with client information are responsible for using only the minimum information necessary to perform their responsibilities regardless of the extent of access provided or available. During this access they are responsible for implementing appropriate safeguards, which will ensure client privacy.

Only individuals with a legitimate “need to know” may access, or use or disclose client information. This includes all activities related to treatment or care of all clients. Violations of any of these provisions will result in appropriate disciplinary action up to and including termination of employment and possible referral for criminal prosecution.

Security and Visitors

The FCDSS seeks to provide a professional environment for all employees that is free from distraction or may negatively impact the work production of employees and their co-workers. A security force patrols the building and the building has 24 hour video surveillance. Compliance with the following will alleviate potential security problems:

- All customers and visitors must use the public entrance at the front of the building on the 1st floor. Division Directors may grant temporary exceptions to this procedure if using the front entrance/exit poses a safety concern.
- All staff, students and interns must wear their FC Identification badges, with their picture visible, at all times while in the building.
- Customers who are seen in an office or work station should always be escorted back to the lobby area when their business is completed.
- While former employees are welcome, they too should use the public entrance/exit and should be escorted to and from their destination in the building.
- Any verbal or written threat should be reported to supervision immediately.
- Division Directors and Program Managers shall develop “code words” and procedures for identifying when a client/visitor/co-worker situation is escalating and security or other intervention is needed.
- Staff should know when and how to access Building Security:
 - Location of call buttons
 - Security Main number: 703-3953 (during regular hours of operation)
 - Security Alternate number: 703-3394 (before and after regular hours)
 - Pager: 208-6554
- Should it be necessary to by-pass Building Security and call 911 for any reason, Building Security should be notified that emergency assistance has been contacted as soon as possible so they will be expecting Police or Fire to be entering the building

Routine and extended visits are prohibited. Division directors may impose restrictions upon prolonged visits as are appropriate for the successful operation of the division or unit.

Employees shall:

Take responsibility for the acts of their visitors who are non-employees in the workplace and who do not have official business with FCDSS.

Exercise supervision to ensure personal safety and minimize disruption of work-related activities.

Appropriate and reasonable restrictions imposed as necessary by division directors should help to:

Protect the health and safety of occupants and customers.

Protect the confidentiality of data and information that may relate to employees and customers.

Minimize activity that might detract from productivity and effectiveness of FCDSS staff in the workplace.

Maintain the security of FCDSS property and resources.

Smoking

The FCDSS has a vital interest in maintaining a healthy and safe environment for its staff, customers, and visitors while respecting individual choice.

It is the policy of the FCDSS to provide a smoke-free work area for staff. Smoking is permitted for staff on the south side of the building at the loading dock or other specifically designed areas only, at break time [fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon] and lunch.

Non DSS staff who work at this location should also adhere to these policies and use the designated smoking area.

Smoking is not allowed in County vehicles.

Weapons in the Workplace

No DSS employee or person (except security or law enforcement personnel) may bring to the workplace or have in their possession a firearm (gun) or any other item that may be considered a weapon. Such weapons include all types of firearms, switchblade knives, knives longer than four (4) inches, dangerous chemicals or explosives, and other objects that can injure and/or kill.

Violators of this policy will be subject to immediate termination. Staff members having knowledge of a person having a concealed weapon should report this knowledge to the Director immediately. Having knowledge and not reporting such information may be cause of disciplinary action.

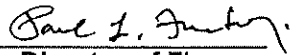
Work Hours and Authorized Work Locations

All employees are expected to report to and remain at their assigned locations during regular work hours except for lunch and authorized breaks and Monday through Friday, 8:00 a.m. until 5:00 p.m. unless otherwise authorized by program supervisor or division director as a part of adjusted work hours (such as 7:00 a.m. to 4:00 p.m., or 9:00 a.m. to 6:00 p.m.) designed to better meet agency customer needs. A permanent change to the regular work schedule or location shall be in writing. Personal events like baby/wedding showers and retirements for example, need to be conducted between the hours of 11:30 AM to 2:00 PM (including the time it takes to set up and clean up). Individuals can substitute their one hour lunch to attend these events with approval of their supervisor. Total time away from work to attend these personal events can not exceed one hour.

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

10/23/2014

Date


Director of Finance