

FORSYTH COUNTY

BOARD OF COMMISSIONERS

BRIEFING
DRAFT

MEETING DATE: JULY 2, 2020

AGENDA ITEM NUMBER: 10

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT FOR INTERPRETATION SERVICES BETWEEN FORSYTH COUNTY AND COMMUNICATION ACCESS PARTNERS, INC. (FORSYTH COUNTY DEPARTMENT OF SOCIAL SERVICES)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

Contract Amount: \$153,000.00

100% County Funds towards TANF MOE

Contract provides for services of up to seven (7) full time equivalent qualified Spanish-English interpreters to provide interpretation services Monday – Friday 8:00am – 5:00pm (with availability to work until 6:00 pm); the services of qualified Sign Language interpreters, and the services of Spanish-English interpreters on-call at the request of FCDSS on an 'as needed' basis including after hours, holidays, and weekends. All services are directed by FCDSS to any FCDSS clients who need these services in order to effectively communicate during the provision of FCDSS services

Contract Period: July 1, 2020 – December 31, 2020 (with an option to renew or amend the contract to include services through June 30, 2021, subject to agreement by both parties and funds being available for this purpose). The six-month contract term is due to anticipation of adding full-time interpreter positions within FCDSS.

A request for interpretation service proposals was issued April 2017 and bids were received by the City/County Purchasing Department. The bids were for one-year contracts for the fiscal year beginning July 1, 2017, and ending June 30, 2018. Bid terms reserve the right for FCDSS to extend each contract for two (2) additional one-year periods through June 30, 2020, subject to agreement by both parties. The Interpreter contract was awarded to Catholic Charities Diocese of Charlotte. Due to transitioning to in-house interpreters instead of contract, FCDSS spoke with Catholic Charities to offer an extension for FY2021 explaining our anticipation of moving away from the contract during the FY2021 instead of issuing a new RFP. A price increase notification was received from Catholic Charities. Their rates for the upcoming fiscal year reflect a 45% increase for both in-house and telephonic interpreter services. An informal request for bids was initiated to four additional interpretation service companies. Communication Access Partners, Inc., provided a proposal in the amount of \$153,000, while the other three companies were non-responsive.

THIS CONTRACT PROVIDES INTERPRETING SERVICES FOR THE PROVISION OF SERVICES TO MEET TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AND OTHER APPLICABLE FEDERAL AND STATE LAWS AND POLICY WITH RESPECT TO PERSONS WITH LIMITED ENGLISH PROFICIENCY

ATTACHMENTS: YES NO

SIGNATURE: _____ DATE: _____
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT FOR
INTERPRETATION SERVICES BETWEEN FORSYTH COUNTY AND
COMMUNICATION ACCESS PARTNERS, INC.
(FORSYTH COUNTY DEPARTMENT OF SOCIAL SERVICES)**

WHEREAS due to transitioning to in-house interpreters instead of a contract, FCDSS offered a contract extension for FY 2021 to current provider, Catholic Charities Diocese of Charlotte for interpretation services and Catholic Charities provided a proposal of \$230,000 which reflected a 45% increase in current rates;

WHEREAS Forsyth County then issued an informal request for proposals for interpretation services to four (4) additional vendors and Communication Access Partners, Inc., provided a proposal in an amount of \$153,000, while the other three vendors were rejected as non-responsive;

WHEREAS proposals were evaluated by three FCDSS Staff members regarding ability to best meet the service criteria, cost effectiveness, and experience in providing these services; and

WHEREAS Communication Access Partners, Inc., was identified as having the best overall proposal to fulfill the requirements providing interpreting services for the provision of services to meet Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws and policy with respect to persons with limited English Proficiency; and

WHEREAS it is the recommendation of the County Manager and the Social Services Director that an agreement to provide interpretation services, on behalf of the Forsyth County Department of Social Services, be awarded to Communication Access Partners, Inc., in an amount not to exceed \$153,000, for an initial six-month term from July 1, 2020, through December 31, 2020, with an option to renew or amend the contract for an additional six-month period ending June 30, 2021, subject to agreement by both parties and funds being available for this purpose;

NOW, THEREFORE, BE IT RESOLVED, that the Forsyth County Board of Commissioners hereby awards a six-month contract to provide interpretation services, on behalf of the Forsyth County Department of Social Services, to Communication Access Partners, Inc., in an amount not to exceed \$153,000, and that the County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, an agreement with Communication Access Partners, Inc., subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney; and

BE IT FURTHER RESOLVED, that the County Manager is hereby authorized to execute subsequent agreements or amendments for these services within budgeted appropriations in current and future fiscal years, for a maximum of three years duration, if these services continue to be necessary.

Adopted this 2nd day of July 2020.

NORTH CAROLINA)

AGREEMENT

FORSYTH COUNTY)

THIS AGREEMENT is made and effective into this 1st day of July, 2020, by and between Forsyth County ("the County"), on behalf of its Department of Social Services ("FCDSS"), and Communication Access Partners, Inc. , ("Provider").

DUNS# 1339-65751WITNESSETH:

I.

For the purposes and subject to the terms and conditions hereinafter set forth, the County hereby offers to pay for, and Provider accepts the offer to deliver the services of up to seven (7) fulltime equivalent qualified Spanish-English interpreters to provide interpretation services Monday – Friday 8:00am – 5:00pm (with availability to work until 6:00 pm); the services of qualified Sign Language interpreters, and the services of Spanish-English interpreters on-call at the request of FCDSS on an 'as needed' basis including after hours, holidays, and weekends. All services are 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.

1. **AGREEMENT DOCUMENTS:** This Agreement consists of the following documents:
 - a) This underlying Agreement, pages 1-8 (Scope of Work, Section III, page 3, substituted for NC DHHS's recommended "B" Attachment)
 - b) *The General Terms and Conditions (**Attachment A**), pages 1-4
 - c) * Combined Federal Certifications Regarding Drug-Free Workplace, Nondiscrimination, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction, and Lobbying (**Attachment C**), pages 1-6
 - d) *Conflict of Interest (**Attachment D**), pages 1-2
 - e) *No Overdue Taxes (**Attachment E**), page 1
 - f) *HIPAA Business Associate Addendum (**Attachment I**), pages 1-4
 - g) ~~*State Certifications Regarding Transportation (**Attachment J**), page 1 N/A~~ **CF**
 - h) ~~IRS federal tax exempt letter or 501(c); (**Attachment K**), <http://www.irs.gov/pub/irs-fill/k1023.pdf>, page 1 N/A~~ **CF**
 - i) *Agreement With Respect to Language Access Policy for Persons with Limited English Proficiency, (**Attachment L**), page 1-5
 - j) *State Contractor Certifications (**Attachment M**), pages 1-2
 - k) *Non-Discrimination, Clean Air, Clean Water Act, (**Attachment N**), pages 1-3
 - l) Exhibits #1 (Interpreter Code of Ethics), #2 FCDSS Policies & Procedures, and * #3 (Certification Regarding Interpreter Standards)

This Agreement and the above-cited documents, attached hereto, are incorporated herein, constitute the entire agreement between the Parties and supersedes all prior oral or written statements or agreements.

***Notice: Unless previously signed and currently in effect, Provider agrees (1) to sign individually all Attachments marked above by an asterisk for fiscal year 2020-2021 and (2) that all Attachments already executed and in effect are incorporated herein by reference.**

PRECEDENCE AMONG AGREEMENT DOCUMENTS: In the event of a conflict between or among the terms of the Agreement and the Attachments, the terms in the Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Agreement Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

2. **REVERSION OF FUNDS:** Any unexpended grant funds shall revert to the County Department of Social Services upon termination of this Agreement.
3. **REPORTING REQUIREMENTS:** The Provider shall comply with audit requirements as described in Attachment L and
 - N.C.G.S. §143C-6-22 "Use of State funds by non-State entities";
 - N.C.G.S. §143C-6-23 "State grant funds: administration; oversight and reporting requirements;" and
 - C.F.R. Title 2 — *Grants and Agreements*, Subtitle A — *Office of Management and Budget Guidance for Grants and Agreements*, Chapter II — *Office of Management and Budget Guidance*, Part 200 — *Uniform Administrative

Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and shall disclose all information required by

- C.F.R. Title 42 -- *Public Health*, Chapter IV -- *Centers For Medicare & Medicaid Services, Department of Health and Human Services*; Subchapter C -- *Medical Assistance Programs*, Part 455 -- *Program Integrity: Medicaid*; Subpart B -- Disclosure of Information by Providers and Fiscal Agents*
 - Section 455.104 -- Disclosure by Providers And Fiscal Agents: Information on Ownership and Control,
 - Section 455.105 -- Disclosure by Providers: Information Related to Business Transactions; and
 - Section 455.106 -- Disclosure by Providers: Information on Persons Convicted of Crimes.(October 1, 2007)
4. **AGREEMENT 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 Agreement 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 Agreement Administrator by giving timely written notice to the other Party.

For the County:

Cindy Fuhrken, Contracts Manager
Forsyth County Dept. of Social Services
741 North Highland Avenue
Winston-Salem, NC 27101
Telephone: 336-703-3421
Fax: 336-727-2850

fuhrked@forsyth.cc

For Provider:

Kevin Hiatt, President
Communication Access Partners, Inc.
950 Graves Street, Unit A
Kernersville, NC 27284
Telephone: 336-993-4200

~~Fax: 336-993-4201~~

kevin@capincusa.com

5. **SUPPLEMENTATION OF EXPENDITURE OF PUBLIC FUNDS:** The Contractor assures that funds received pursuant to this Agreement 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 Agreement 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.
6. **DISBURSEMENTS:** As a condition of this Agreement, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:
- (a) Implement adequate internal controls over disbursements;
 - (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
 - (c) Assure adequate control of signature stamps/plates;
 - (d) Assure adequate control of negotiable instruments; and
 - (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.
7. **OUTSOURCING TO OTHER COUNTRIES:** The Contractor certifies that it has identified to the County all jobs related to the Agreement 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 Agreement without providing notice to the County.
8. The Provider shall supply, at its sole expense, all equipment, tools, materials, or supplies required to provide contracted services unless otherwise agreed in writing.
9. **FEDERAL CERTIFICATIONS:** The Provider understands and agrees that individuals and organizations receiving federal funds shall comply with certain Certifications required by federal laws and requirements as per Provider's signature on the **Attachment C**, of this underlying Agreement. The Provider represents that it is in compliance with all Federal Certifications Regarding:
- Drug-Free Workplace and and Certification Regarding Nondiscrimination;
 - Environmental Tobacco Smoke;
 - Lobbying; and
 - Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions as per the signature of Provider's authorized representative on the attached Certifications.

III.

SCOPE OF PROVIDER SERVICES (substituted for NCDHHS's recommended "B" Attachment):

Provider understands and agrees that it shall perform services in compliance with this Agreement as follows:

1. Shall provide the fulltime equivalent (FTE) of up to seven (7) qualified Spanish-English interpreters to FCDSS to provide FCDSS interpretation services as directed by FCDSS on site as follows: up to six (6) interpreters Monday –Friday 8:00am to 5:00pm; up to one (1) interpreter Monday-Friday 11:00am to 3:00pm; and up to one (1) interpreter Monday-Friday 1:00pm-5:00pm. Notify the FCDSS Contracts Manager or his/her designated representative in the event that Provider is not able to provide the services of up to 7 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 Office Manager and the Provider's designated representative.
2. Shall provide On-Call services on an "as needed" basis for an American Sign Language (ASL) interpreters to assist FCDSS staff with the provision of services to our customers. This is for planned, unexpected or immediate interpretation needs. This service should be available during normal business hours Monday-Friday 8:00am-5:00pm, afterhours, weekends and holidays. These interpreters must be certified to interpret in North Carolina and comply with industry Code of Ethics of the National Registry of Interpreters for the Deaf (NRID). The requested services may be in-person ASL interpreters or virtual ASL interpretation.
3. Shall provide FCDSS staff with a toll-free or local number to call when the need for an on-call interpreter arises with a dedicated answering service to route incoming calls to a live operator. For an immediate need, the assigned interpreter will arrive at the agreed upon location within two hours from the moment the assignment is accepted. Interpreter should be identified with a CAP interpreter badge and have an assessment voucher for FCDSS staff approval and signature upon completion of assignment.
4. Shall provide interpreters that have been fully vetted in language proficiency and interpreter training and are expected to adhere to the Interpreter Code of Ethics Exhibit #1, which is attached hereto and incorporated herein by reference, whether an employee or Contract employee of the Provider or Temporary staff, and provide FCDSS with a signed copy from each interpreter acknowledging the receipt.
5. Provider shall provide only interpreters that have completed and passed the language proficiency assessment designated by the Provider from a list of approved language proficiency assessment vendors. The language proficiency assessment may be waived with proof of advanced language proficiency through a recognized assessor.
6. Provide to all interpreters assigned to provide services for FCDSS with information on an on-going basis regarding available Continuing Education Units and/or courses, programs, training available to them. Ensure that all interpreters provide verification that they have participated and successfully completed such trainings at least once per year to continue providing services to FCDSS in order to meet USDA requirements.
7. Provider shall comply, and shall ensure that all full-time and part-time employee(s) assigned to FCDSS pursuant to this Agreement comply, with the usual and customary standards of performance and professional responsibility for interpreters.
8. Further, it is expressly understood and agreed that Provider shall ensure that interpreters:
 - a. Disclose to FCDSS any real or perceived conflict of interest, including any prior involvement with FCDSS customers, cases, parties, witnesses or attorneys, and shall not serve in any matter in which they have a conflict.
 - b. Safeguard all privileged and other confidential information.
 - c. Shall not publicly discuss, report, or offer an opinion concerning the matter in which Provider is or has been engaged, even when that information is not privileged or required by law to be confidential.
 - d. Carefully review and become aware of the excerpts of Policies from the FCDSS Employee Handbook, set out in "**Exhibit #2**", pages 1-11, attached hereto and incorporated herein by reference and acknowledge in writing that they will not violate such standards of conduct while providing services as Provider's employees under this Agreement. The excerpt of policies and procedures from the FCDSS Employee Handbook are: *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.*
 - e. Report to FCDSS any effort to impede compliance with any law, any provision of the standards set out in "**Exhibit #1**" or "**Exhibit #2**", or any other official policy governing FCDSS, or court, or legal interpreting.
 - f. Upon Provider's review with each full-time or part-time interpreter the "**Exhibit #1**" Code of Ethics and the "**Exhibit #2**" excerpts of Policies from the FCDSS Employee Handbook, and after obtaining interpreters' agreement to comply and their signatures acknowledging receipt, then Provider shall maintain such written acknowledgments on file as a part of its business records in case of any FCDSS request for a review or request for copies.

Provider:

consent has been provided that need to know such information in order to coordinate, manage, or deliver services to the customer. Any information, data, documents, studies, or reports given to or prepared or assembled by the Provider under this Agreement shall be kept confidential and not divulged or made available to any individual or organization without prior written approval of the County.

IV.

Provider shall provide services effective to begin July 1, 2020, upon written notice and, unless sooner terminated by mutual consent or as hereinafter provided, shall provide services up to December 31, 2020, with the option to extend contract for an additional six (6) months through June 30, 2021, provided either party shall have the right to terminate this Agreement for services, with or without cause, upon thirty (30) days' notice in writing to the other party, or upon the County's seven (7) days written notice if Provider breaches the Agreement. FCDSS holds the right to suspend services of the Provider immediately if information is received that Provider's actions or inactions may put FCDSS employees or beneficiaries referred for services in any type of danger or possible harm.

V.

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

1. A rate not to exceed \$22.00 per hour of Spanish-English interpreter services provided on-site on a daily basis during the 'standard hours' of 8:00 AM and 6:00 PM weekdays;
2. A rate not to exceed \$23.00 per hour of Spanish-English interpreter services provided part-time, on-site on a daily basis during the 'standard hours' of 11:00 AM and 3:00 PM weekdays and 1:00 PM until 5:00 PM weekdays;
3. In addition to the hourly compensation for on-site daily Spanish-English services, in the event that an interpreter is required to use his/her personal vehicle in the performance of an off-site assignment to assist a case worker, the County will pay a travel fee at the mileage rate set by the IRS at the time that services are provided and shall be assessed per mile round-trip from the home of the interpreter to the location of the assignment;
4. at a rate not to exceed \$36.00 per hour of interpreter services provided on-call Spanish-English during the 'non-standard hours' of 6:00 PM and 8:00 AM seven (7) days per week assessed at a two hour minimum; if the assignment exceeds two hours, the rate will be billed in fifteen minute increments at a rate not to exceed \$9.00 per fifteen minutes;
5. at a rate not to exceed \$36.00 per hour of interpreter services provided on-call Spanish-English during the 'non-standard hours' of 8:00 AM and 6:00 PM week-ends and holidays assessed at a two hour minimum; if the assignment exceeds two hours, the rate will be billed in fifteen minute increments at a rate not to exceed \$9.00 per fifteen minutes;
6. at a rate not to exceed \$60.00 per hour for Sign Language interpreter services provided on-call during the 'standard hours' of 8:00 AM and 6:00 PM weekdays assessed at a two hour minimum; if the assignment exceeds two hours, the rate will be billed in fifteen minute increments at a rate not to exceed \$15.00 per fifteen minutes;
7. at a rate not to exceed \$50.00 per hour for Virtual Sign Language interpreter services provided on-call seven days per week assessed at a two hour minimum; if the assignment exceeds two hours, the rate will be billed in fifteen minute increments at a rate not to exceed \$12.50 per fifteen minutes;
8. at a rate not to exceed \$90.00 per hour for Sign Language interpreter services provided on-call during the 'non-standard hours' of 6:00 PM and 8:00 AM weekdays, week-ends, and holidays assessed at a two hour minimum; if the assignment exceeds two hours, the rate will be billed in fifteen minute increments at a rate not to exceed \$22.50 per fifteen minutes;
9. In addition to the hourly compensation for on call foreign language and sign language interpreters, the County will pay a travel fee at the mileage rate set by the IRS at the time that services are provided and shall be assessed per mile round-trip from the home of the interpreter to the location of the assignment, not to exceed 50 miles per assignment;
10. A cancellation of an in-person Sign Language assignment with less than a twenty-four (24) hour notice will be billed the scheduled length of time of the assignment or a minimum of two (2) hours, whichever is greater. Cancellations with more than twenty-four (24) hours' notice will not be billed.

all payable in installments.

If Provider fails to submit invoice(s) by the tenth (10th) day of the month for the previous service month as described in **Section III-3** 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.

As full compensation for Provider's services, total payments under this Agreement are not to exceed \$153,000.00 during the first six (6) months of the fiscal year (up to December 31, 2020), without executing an Agreement amendment. The County shall make payment within thirty (30) days of receipt of an invoice and supporting documents, provided that all elements of the Agreement are satisfactorily met.

This Agreement consists of \$.00 in Federal funds (CFDA# -93.558), \$0.00 in State funds, and \$153,000.00 in County funds towards TANF MOE. SIS Code 871/873.

There are no matching requirements from the Contractor.

VI.

The Provider shall maintain for the duration of this contract, at its sole expense, insurance as required by the Forsyth County Risk Manager. The following **insurance coverage is required**:

- 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, if such insurance contains an aggregate limit, it shall apply separately to this Agreement and be no less than two times the occurrence limit. Sexual and Physical Abuse/Molestation limits shall be no less than \$500,000 per occurrence / \$1,000,000 Aggregate and must be listed as a separate line item. Coverage shall be primary with respect to any insurance of self-insured retention programs covering the County, its officials, officers and employees.
- 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 thirty (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
 - o Company ratings of not less than A: VII.

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

VII.

1. 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 indemnify, defend, and hold the County harmless from and against any and all claims, expenses (including attorney fees), costs, or liability for acts or omissions of the Provider or Provider's employees relating to this Agreement or services provided pursuant to it.

2. The Provider shall not subcontract or assign any of its obligations or work contemplated under this Agreement without prior written approval from FCDSS which may be withheld at the sole discretion of the County. The County shall not be obligated to pay for any work performed by any unapproved assignee or subcontractor.
3. The Provider, nor Provider's employees, and its subcontractors 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. 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, or the employees of its subcontractors. The Provider further understands and agrees that the Provider is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement.
4. 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. Further, the Provider shall comply with the North Carolina Workers' Compensation Act and shall ensure that its subcontractors also comply.
5. The Provider or Provider's employees have no authority to enter into contracts or agreements on behalf of the County.
6. 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. The County shall not be liable to Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing. The Provider shall supply, at its sole expense, all equipment, tools, materials, and or supplies required to provide contracted services unless otherwise agreed in writing.
7. The Provider agrees to retain all books, records and other documents relevant to this Agreement for five (5) years after final payment or until all audits continuing beyond this period have been completed. Federal auditors and any persons authorized by the NCDHHS Division of Social Services, the NCDHHS Division of Medical Assistance, or the County shall have the right to examine any of the materials that are public records. In the event the Provider dissolves or otherwise goes out of existence, records produced under this Agreement will be turned over to the County.

Governing Law. This Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of North Carolina, except the provisions regarding conflicts of laws principles shall not apply. The Provider, by signing this Agreement, agrees and submits, solely for matters concerning this Agreement, 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 Agreement 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.

No Waiver. 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). No action or failure to act by the County shall constitute a waiver of any of the rights or remedies, or as approval or acquiescence in a breach thereunder, except as may be specifically agreed to in writing.

Nonappropriation. Notwithstanding anything to the contrary herein, in the event that public funds are unavailable and not appropriated for the performance of the County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the County thirty (30) days after written notice of the unavailability and non-appropriation of public funds. In the event of a change in the County's statutory authority, mandate, or mandated functions by state or federal legislative or regulatory actions, which adversely affects the County's authority or duty to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the County thirty (30) days after written notice of such limitation or change in the County's legal authority or duty.

Survival of Provisions. All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of services and termination of this Agreement.

Modification. This Agreement is the entire agreement between the parties as to the subject matter referenced herein, supersedes all prior oral or written statements or agreements, may only be modified in writing, and signed by both the Provider and by the County Manager or other authorized County official.

The Provider and the County have executed this Agreement with one original being retained by the County. A fully executed copy of the agreement will be emailed to Provider.

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 authorized officials of the County and the Provider have set their hands and seals as of the day and year first above written.

PROVIDER

FORSYTH COUNTY

By: KH-HE (Officer Signature)
Name: Kevin Hiatt
Title: President
Address: 950 Grams St, Unit A
City, State Zip: Kearsville, NC 27284
Phone: 336-993-4200

EIN: 56-1890702
Status: Public
 Private, Not for Profit
 Private, For Profit

Financial Reporting Year:
 Jan 1 to Dec 31

DocuSigned by:
By: Victor Isler
 Victor Isler
Director, Dept. of Social Services

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

ATTEST:

By: _____
Ashleigh M. Sloop
Clerk to the Board

Attachment A
General Terms and Conditions**Relationships of the Parties**

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

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

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County 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 County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County 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 County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: AS STATED IN UNDERLYING CONTRACT

Transportation of Clients by Contractor: The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider 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 County and the Contractor and attached to the contract.

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

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

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

Intellectual Property Rights

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

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

Compliance with Applicable Laws

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

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

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

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County 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 County may require to ensure compliance.

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000:

The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. 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

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

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years 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. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

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

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or

office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

E-Verify

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

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street 950 Graves St., Unit A

City, State, Zip Code Kernersville, NC 27284

Street _____

City, State, Zip Code _____

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

III. Certification Regarding Environmental Tobacco Smoke

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

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

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

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

V. Certification Regarding Lobbying

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

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

VI. Disclosure Of Lobbying Activities

Instructions

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

Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.

1. Identify the status of the covered federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime federal recipient. Include Congressional District, if known.
5. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
6. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
7. Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
8. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

ATTACHMENT D**Conflict of Interest Policy**

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

Contract# 2021-
(Contractor) **Communication Access Partners, Inc.**

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

COMMUNICATION ACCESS PARTNERS INC.
Name of Organization

[Signature]
Signature of Organization Official

6/5/2020
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Forsyth

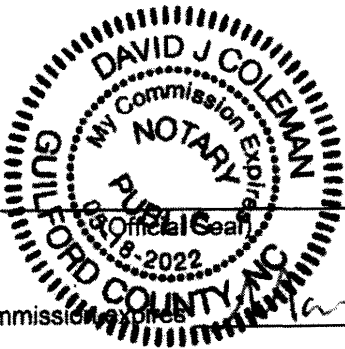
I, David J. Coleman, Notary Public for said County and State, certify that

Kevin W. Hiatt personally appeared before me this day and acknowledged

that he/she is President of Communication Access Partners Inc.
[enter title] [name of entity]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 6th day of June, 2020.

Sworn to and subscribed before me this 5th day of June, 2020.



[Signature]
Notary Public Signature

My Commission expires August 18, 2022

Attachment E – No Overdue Tax Debts

Instructions: Grantee/Provider should complete this certification for all funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form must be provided to the County Department of Social Services/Human Services.

Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.

06/05/2020

To: County Department of Social Services

Certification:

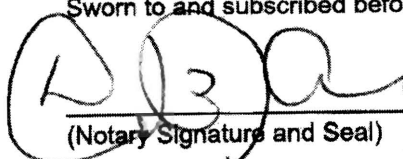
We certify that the *Communication Access Partners Inc* does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.


Sworn Statement:

Kevin Hiatt being duly sworn, say that we are the Board Chair of Communication Access Partners Inc of Kernersville in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.


Board Chair

Sworn to and subscribed before me on the _____ day of _____, 2020, the date of said certification.


(Notary Signature and Seal)



Commission Expires: May 18, 2022

¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

ATTACHMENT I

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM**

This Agreement is made effective the 1st day of July, 2020 by and between Forsyth (County Department of Social Services) ("Covered Entity") and Communication Access Partners, Inc., (name of contractor) ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled (identify contract) Interpreter Services (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of Forsyth County as the Forsyth County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

ATTACHMENT I

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Forsyth County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Forsyth County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as

ATTACHMENT I

necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
 - 1) disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
 - 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction

ATTACHMENT I

infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

**FORSYTH COUNTY
DEPARTMENT OF SOCIAL SERVICES**

DocuSigned by:
By: Victor Isler
Victor Isler
Director

Date: 6/11/2020

Communication Access Partners Inc
BUSINESS ASSOCIATE

By: M-ALQ (Officer Signature)
Printed: Kevin Hiatt
Title: President

Date: 6/6/2020

Rev. 7-1-2013

Contract# 2021-

(Contractor): **Communication Access Partners, Inc.**

ATTACHMENT K

N/A - For Profit

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

ATTACHMENT L
AGREEMENT WITH RESPECT TO LANGUAGE ACCESS POLICY
FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

This Agreement, effective this 1st day of July, 2020, is made and entered into between Forsyth County Department of Social Services ("FCDSS") and **Communication Access Partners, Inc.**, ("Service Provider").

This Agreement establishes procedures to ensure Service Provider's compliance with Title VI of the Civil Rights Act of 1964 and other applicable federal and state laws and their implementing regulations. Federal financial assistance recipients are prohibited from national origin discrimination and are responsible for ensuring meaningful access to programs and activities by persons with limited English proficiency ("LEP").

Authority

Executive Order 13166 ("EO 13166"; August 16, 2000) better enforces and implements Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., 28 C.F.R. 42.104(b)(2), 45 C.F.R. §80.3(b), and the NC Department of Health and Human Services Division of Social Services ("NC DHHD DSS") "*Title VI Language Access Policy*."

The factors considered for taking reasonable steps to ensure such access are: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the agency; (2) the frequency with which LEP individuals come into contact with agency programs; (3) the nature and importance of the program, activity, or services provided by the agency to people's lives; and (4) the resources available to the agency and costs.

Service Provider agrees that (1) its staff members are required to read, understand, and properly implement all provisions incorporated into this Agreement to ensure that limited English proficiency customers and their authorized representatives have meaningful access and an equal opportunity to participate in Service Provider services, (2) it shall forward to the FCDSS Contracts Manager/FCDSS Civil Rights Coordinator all customer complaints of discrimination or claims that their civil rights were violated, or that they were prohibited from receiving LEP services; and (3) it shall contact the FCDSS Contracts Manager/FCDSS Civil Rights Coordinator if there are questions about requirements.

Definitions

Limited English Proficient ("LEP") Individual: Any prospective, potential, or actual recipient of benefits or services from Service Provider who do not speak English as their primary language; who have limited ability to speak, read, write, or understand English at a level that permits them to interact effectively with providers and social services agencies; and who are eligible to receive language assistance provided by oral interpretation or by written interpretation.

Authorized Translator: A Service Provider employee or qualified contractor who reads, writes, and demonstrates fluency in both English and another language; who demonstrates competence to convert written text from one language to another while maintaining the same meaning, and who has received clearance from the agency to perform this function.

Authorized Interpreter: A Service provider employee or contractor who speaks both English and another language fluently, who listens to a communication in one language and orally converts it to another language while maintaining the same meaning, who acts as an intermediary between an individual who needs language assistance and agency staff, and who has received clearance from the agency to perform this function. An employee or a qualified and contracted interpreter meets the following criteria:

- Demonstrates familiarity with basic agency terminology,
- Agrees to comply with the agency's requirements concerning confidentiality and disclosure of information,
- Agrees to provide an accurate interpretation of both the agency's questions and the customer's responses and not to assume or infer facts or dates not actually provided by the customer, and
- Has no personal stake in the outcome of the customer's agency business that would create a conflict of interest.

Primary Language: The language that an LEP individual identifies as the language that he or she uses to communicate effectively and is the language that the individual prefers to use to communicate with the agency.

Prohibition Against Retaliation and Intimidation: Federally assisted programs and activities shall not retaliate, intimidate, threaten, coerce, or discriminate against any person who has filed a complaint, assisted, or participated in any manner in an investigation.

Vital Documents: These forms include, but are not limited to, applications, consent and complaint forms; written notices of eligibility criteria, rights, denial, loss, or decreases in benefits or services, actions affecting parental custody or child support, and other hearings;; applications for recipient benefits or services, the right to appeal such actions or that require a response from beneficiary notices advising LEP persons of the availability of free language assistance, and other outreach materials.

Substantial number of LEP persons: Five (5%) or one thousand (1,000) people, whichever is smaller, who are potential applicants or recipients of the Department's services and speak a primary language other than English and have limited English proficiency.

MEANINGFUL COMMUNICATION

NOTICE TO LEP INDIVIDUALS

A. Communication of Rights

Service Provider employees shall inform all applicants, recipients, community organizations, and other interested parties including those whose primary language is other than English of the services under Service Provider's LEP Policy.

1. The Service Provider shall distribute the name and contact information to include the location of the designated Service Provider's designee responsible for facilitating compliance with the LEP Policy.
2. Service provider's dissemination of LEP services information shall include but is not limited to, posting and maintaining signs in all departmental locations in regularly encountered languages other than English in waiting rooms, reception areas, and other points of initial entries.
3. The signs inform applicants and beneficiaries of their right to free language assistance services in significant Languages, info is routinely disseminated to the public, and invites individuals to identify themselves as persons needing such services.

B. Written Information to LEP Individuals

Written material routinely made available in English to applicants shall also be made available to limited English speakers in the specific instances cited below:

1. Until further notice, the vital documents will also be provided in Spanish if there are a substantial number using it as a primary language. The vital documents include such notices as advising individuals about the availability of free language assistance, applications, consent notices, notices pertaining to the reduction, denial or termination of services; notices pertaining to the right to appeal such actions, outreach material, and other material provided to English speakers.
2. Service Provider will ensure that vital documents developed locally are translated if applicable as quickly as possible. Written materials must be translated for each LEP language group when the population of persons eligible to be served or likely to be directly affected reaches five percent (5%) or one thousand (1,000) individuals of the total eligible population.
3. A program with fewer than one hundred (100) persons eligible to be served or likely to be affected by the Program must provide written notice in the primary language of the LEP language group of the right to receive oral translation of written materials.

ASSESSMENT -- MONITORING AND UPDATING THE LEP SERVICES PLAN

- A. Service Provider shall conduct periodic assessments of the language needs of the potential applicants and recipients to be served which includes: (1) The language needs of each LEP applicant or recipient; (2) The points of contact where language assistance is needed; and (3) The resources needed to provide effective language assistance, including location, availability and arrangements necessary for timely use.
- B. The assessment, routinely completed and updated, shall also include a determination of the needs of individuals in the community for whom English is a not a primary language, the non-English languages likely to be encountered in agency programs, an estimate of the number of individuals who are "eligible to be served or likely to be directly affected." To identify the languages and numbers of LEP individuals the following data sources will be reviewed: (1) Census data, (2) School system data, (3) Reports from federal, state, or local governments, (4) Data from community agencies; and (5) Data from client files.
- C. The assessment will include an identification of the points of contact in the program activity where language assistance is likely to be needed.

PROVIDING LEP SERVICES

- A.** Language needs assessment of each applicant or recipient includes but is not limited to:
1. Staff assessment of each applicant and recipient to determine the individual's primary language at the first point of contact.
 2. If the individual declares that they do not speak English, the primary language must then be identified. Such declaration shall be sufficient. However, staff should not rely solely on the individual's own assessment of English language proficiency in determining the need for an interpreter.
 3. Under no circumstances, shall a staff member make an interpretation based solely on whether an individual can answer short questions or a question to which the answer is "yes" or "no."
 4. Staff may:
 - a. Use multi-language cards, a poster-size language list, or "I speak" peel-off language identification cards to indicate the preferred language, or any other English proficiency assessment tool provided it is administered in a manner that is sensitive to, and respectful of, individual dignity and privacy.
 - b. Access telephone interpreting services to identify the client's language is available through either Community Access Partners at 336-993-4200 or through Catholic Charities (866-937-7325).
 5. If at any time an individual requests an interpreter, employees shall take steps to provide an interpreter.
 6. If an applicant or recipient is assessed as LEP, they shall be notified in writing of interpreter availability and the right to have the service in their identified primary language at no cost.
 7. If an employee receives a call but cannot determine the primary language of the caller, the employee must then seek Service Provider resources. If none are available, the employee shall use utilize commercially-available telephonic interpretation service at the direction of Service Provider management.
- B. Interpretation (Oral Language Services)**
1. Service Provider staff shall ensure the provision of interpretation services without undue delay. Such services are provided to non-English speakers by bi-lingual staff, staff interpreters, or contract interpreters (either in-person or by telephone), or agency-coordinated community volunteers.
 2. Bi-lingual staff and paid interpreters must meet the linguistic and cultural competency standards established by the State which includes but is not limited to:
 - a. the ability to demonstrate proficiency in, and the ability to communicate information accurately, in both English and in the other language,
 - b. the ability to identify and employ the appropriate mode of interpreting,
 - c. having knowledge in both languages of any specialized terms or concepts peculiar to the agency's program or activity, and of any particularized vocabulary and phraseology used by the LEP person,
 - d. the ability to understand and follow confidentiality and impartiality rules to the same extent as an agency employee for whom they are interpreting and to the extent their position requires,
 - e. the ability to understand and adhere to their role of interpreting without deviating into role as counselor, legal advisor, or other roles
 4. Applicants and recipients who so desire may be permitted to use an interpreter of their own choosing in place of or as a supplement to free language services expressly offered by the agency. They cannot be required to do so. It must be documented that individuals with limited English proficiency were informed in their own primary language of their right to a free interpreter.
 - a. If a family member, friend, or minor temporarily is used, staff must take special care to ensure that family, legal guardians, caretakers and other informal interpreters are appropriate in light of the circumstances and subject matter of the Program, service, or activity.
 - b. Staff should inform the LEP person in their own language of the potential competency problems to provide quality and accurate interpretations for the provision of ineffective communication.
 - c. If the LEP individual declines free interpreter service, family or friends may be used only if the use of such person would not compromise the effectiveness of services, or violate the LEP person's confidentiality, privacy, or conflict of interest.
 - d. Staff should monitor interactions where family or friends are used and again offer interpreter services if it appears that there are problems with the arrangement.
 - e. The offer of free interpreter services, the individual's rejection, and the staff's cautionary warning to the individual of potential problems associated with using a family member or friend, and the name of the person serving as interpreter at the LEP individual's request must be documented in the case file.
 - f. A minor (under the age of 18) may temporarily act as an interpreter only under extenuating circumstance and only when other remedies have been exhausted. Such use must be documented.

5. An interpreter shall be provided for all hearings if a party requests an interpreter or if the hearing officer determines that an interpreter is needed.
- C. Translation (Written Language Services)**
1. Written translation for vital documents in Spanish is required if there are a substantial number of LEP applicants or recipients.
 2. FCDSS relies upon the NCDHHS DSS to provide written translations of vital documents in Spanish wherever possible. Service Provider should determine if applicable State forms are available in Spanish.
 3. Service provider should rely upon its periodic language assessment to determine if there are a substantial number of LEP individuals who speak a language other than Spanish which will require vital document translations.
 4. Service Provider shall ensure that Program information is provided orally for LEP individuals among those who meet the threshold for written translations. Individuals shall be informed in their primary language of their right to oral translation of written notices using cards that state: "Important. If you need help in reading this, ask the Provider for an interpreter to help. An interpreter will be made available free of charge."
 5. Employees will document all vital records translated and will submit this information to the Contracts Manager upon request.
- D. Documentation of Applicant/Recipient Case Record**
1. Employees shall include the following in printed and computerized records:
 - a. Identification of the individuals' ethnic origin and primary language.
 - b. The individual's acceptance or refusal of forms or other written materials if the individual is identified as a Spanish speaker.
 - c. An individual's request and the agency's response to such request or alternatively, the individual's refusal of oral translations for individuals other than Spanish speakers.
 - d. The method used to provide bi-lingual services (the assigned bi-lingual worker, or other bilingual employee, or contract interpreter, or volunteer interpreter, or client-provided the interpreter) and if applicable, the unusual circumstances which required the temporary use of a minor.
 2. Consent for the release of information from the LEP individual when persons other than Service Provider employees are used as interpreters. Consent for release of information is required for all interpreters.
- E. Staff Development and Training**
1. Orientation. The LEP Policy should be presented initially to each new employee during an orientation session.
 2. Continuing training programs. To ensure there is no gap between the written Policy and the actual practices of Service Provider employees, all staff likely to have contact with LEP individuals and their supervisors should continuously receive training.
 3. The training includes language assistance policies and procedures, notice of resources available to support such procedures, methods of effective use of interpreters, familiarization with the discrimination complaint process; and cultural awareness training pertaining to specific cultural characteristics of various groups served by the agency in order to provide a better understanding of, and sensitivity to cultures and the requirement to avoid the stereotyping of any group.
 4. Additional training should be provided to bi-lingual staff, contract staff, and other interpreters to include the ethics and confidentiality of interpreting; the methods of interpreting, orientation to the organization; specialized terminology used, and cultural competency.
 5. Service Provider should maintain documentation of training provided to include the date(s) of training, the content of such training, and the names and identifying information of each attendee at the training.
 6. Service Provider should ensure that all contractors, cooperative agreement recipients, or other local entities that receive State or federal dollars via FCDSS also receive training about the requirements under the Policy. Grantees, contractors, and cooperative agreement recipients shall create and maintain documentation of their staff training as well.

COMPLIANCE, REPORTING AND MONITORING

A. Monitoring

1. Service Provider shall conduct self-monitoring on a regular basis using a standardized System. Reports of such reviews shall be maintained and shall be accessible to FCDSS, State, and Federal staff.
2. FCDSS will send an annual compliance report as directed by the NCDHHS to appropriate Divisions within the NCDHHS.

B. Applicant and Recipient Complaints of Discriminatory Treatment

1. Service Provider will provide assistance to LEP individuals who do not speak or write English if they indicate

- they would like to file a complaint. Complaints shall be filed in writing, contain the name and address of the person filing the complaint, and briefly describe the alleged violation.
2. Complainants may file up to one hundred eighty (180) days after the incident which gave rise to complaint and may give a verbal or written notice of the complaint to a Service Provider employee. The employee notified shall immediately create written documentation upon receipt of a verbal notice and shall provide the following information to the Service Provider's designee.
 - a. Name, address, telephone number or other means of contacting the complainant;
 - b. The Provider or other contractual sub-recipient delivering the service or benefit;
 - c. The nature of the incident or action that led the complainant to feel discrimination was a factor or an example of the method of administration that is having a disparate effect on the public, potential eligible persons, applicants, or participants;
 - d. The basis on which the complainant believes discrimination exists. Specify the allegation as reported from the stated options (race, color, national origin, age, disability or sex, religion and political beliefs);
 - e. The names, telephone numbers, titles, and business or personal addresses of persons who may have knowledge of the alleged discriminatory action; and
 - f. The date(s) during which the alleged discriminatory actions occurred or, if continuing, the duration of such actions.
 3. The Service Provider shall provide details about the complaint to the FCDSS Director c/o the FCDSS Contracts Manager/Civil Rights Coordinator and (2) to the NCDHHS-DSS Civil Rights-Title VI/ADA Program Compliance Coordinator. The Director or designee shall investigate, make findings, and determine a resolution. FCDSS will provide guidance to the Service Provider concerning next steps.
 4. LEP individuals who complain may file with the United States Department of Health and Human Services ("USDHHS") either on appeal from the FCDSS determination or may file in the first instance at the individual's option in writing by mail, fax, e-mail (electronically to **OCRCComplaint@hhs.gov**), or via the **OCR Complaint Portal**. A complaint in writing shall include the information about the agency, the complainant, the details about the belief that civil rights were violated, and any additional information to help OCR to review the complaint and submit to: Office for Civil rights, Centralized Case Management Operations, USDHHS, 200 Independence Avenue, S.W., Room 509F HHH Building, Washington, D.C, 20201; Customer Response Center: 800-368-1019; Fax: 202-619-3818; TDD: 800537-7697; Email to **ocrmail@hhs.gov** (a complaint form package which includes a completed Civil Rights Discrimination Complaint and Complainant Consent forms)

IN WITNESS WHEREOF, FCDSS and Service Provider, through their authorized officers and agents, have caused this Agreement to be executed on their behalf.

SERVICE PROVIDER
Communication Access Partners Inc

**FORSYTH COUNTY DEPARTMENT
OF SOCIAL SERVICES**

BY: Kevin Hiatt (Signature)

DocuSigned by:
By: Victor Isler
Victor Isler, Director

Name Printed: Kevin Hiatt

Title President

Attachment M State Certification

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 Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- The text of G.S. 105-164.8(b) can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at: <http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>
- The text of G.S. 143-59.1 can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- The text of G.S. 143-59.2 can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2. (e)) can be found online at: <http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.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

Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute §153A-99.1., which states in part as follows:

Counties Must Use E-Verify. - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.

- (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.

Contract# 2021-
(Contractor) **Communication Access Partners, Inc.**

- (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.

Communication Access Partners Inc
Contractor's Name

[Signature] Signature of Contractor's Authorized Agent 6/4/2020 Date

Karin Hunt Printed Name of Contractor's Authorized Agent President Title

[Signature] Signature of Witness Treasurer Title

Sara Hunt Printed Name of Witness 6/4/2020 Date

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

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 (Contractor) **Communication Access Partners,**
 Inc.

ATTACHMENT N

CERTIFICATIONS -- NONDISCRIMINATION, CLEAN AIR ACT, AND CLEAN WATER ACT

- I. NONDISCRIMINATION COMPLIANCE-- GENERALLY:** The Contractor certifies that it will comply with all nondiscrimination federal statutes. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C.2000d; P.L. 88-352) which prohibits discrimination on the basis of sex, race, color, national origin, and religion; (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.
- A. NONDISCRIMINATION COMPLIANCE -- EMPLOYMENT:** The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who perform services amounting to over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of employment.
- B. NONDISCRIMINATION COMPLIANCE -- LEP INDIVIDUALS' MEANINGFUL ACCESS TO SNAP BENEFITS:**
1. Contractors that participate in the Supplemental Nutrition Assistance Program ("SNAP") must take reasonable steps to ensure that Limited English Proficient Persons ("LEP") have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating regulations which prohibit discrimination on the grounds of the Food and Nutrition Act of 2008, as amended; the Age Discrimination Act of 1975 (Pub. L. 94-135); the Rehabilitation Act of 1973 (Pub. L. 93-112, Section 504); Americans with Disabilities Act of 1990 (42 U.S.C. 12101); Title VI of the Civil Rights Act of 1964 (42 U.S.C.2000d) and SNAP regulations at 7 C.F.R. 272.6(a). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (Effective November 28, 2014).
 2. The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters or language lines, coordinating community volunteers, translating vital

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documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

C. NONDISCRIMINATION COMPLIANCE -- EQUAL OPPORTUNITY ACCESS FOR PERSONS WITH DISABILITIES:

1. The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating regulations which prohibit disability discrimination as set out in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended; and SNAP program regulations.
2. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 C.F.R. Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 C.F.R. Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

II. CERTIFICATIONS REGARDING CLEAN AIR ACT, SECTION 306; 42 U.S.C. §7401 ET SEQ. (1970)

- A. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- B. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- C. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is

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empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

- D. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- E. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

III. THE CLEAN WATER ACT; 33 U.S.C. §1251 ET SEQ. (1972)

- A. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- B. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- C. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- D. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- E. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- F. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- G. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act [41 U.S.C. 403(12)].

The undersigned certifies reading and understanding the requirements as set out in this Attachment N and agrees that Provider will comply.

M. He
Officer Signature

President
Title

Communication Access Partners Inc.
Agency/Organization

6/6/2020
Date

EXHIBIT #1

BETWEEN FORSYTH COUNTY AND COMMUNICATION ACCESS PARTNERS, INC.

INTERPRETER CODE OF ETHICS

The Code of Ethics is principally what differentiates professional and nonprofessional interpreters. Ethics define an interpreter's boundaries, which protect the interpreter from being pressed into duties that do not belong to him/her, and they establish the parameters through which the provider and client can expect the interpreter to work.

A code of ethics also provides a standard by which a professional group, such as interpreters, can operate.

STANDARD 1

Confidentiality

Interpreters will keep all material pertaining to the interview between the client and provider in strictest confidence.

Confidentiality is a key to professional conduct. Any information given or shared in an interview between a client and the provider is not to be shared with any other person outside of the interview.

STANDARD 2

Accuracy

Interpreters should faithfully render the message in such a way that all information is communicated accurately, according to meaning. This means that there is to be no adding, omitting, or changing of any portion of the communication by the interpreter during transmission.

STANDARD 3

Completeness

Interpreters should faithfully render the message in its entirety, including expressions, gestures, tone, and inflections used by the speaker.

STANDARD 4

Professionalism

Interpreters should conduct themselves in a professional manner: courteous, assertive, on time, prepared, well-dressed, and have a positive attitude.

STANDARD 5

Continuing Education

Interpreters should continue to develop their interpreting and related skills through self-education, seminars, professional organizations, and practice.

STANDARD 6

Representation

Interpreters should not misrepresent their skills, qualifications, certifications, or area of expertise. Neither should they misrepresent the organization that they are working under. Interpreters should not provide information or advice about agencies or programs outside their area of expertise or scope of responsibility.

STANDARD 7

Conflicts of Interest

Interpreters should immediately disclose any conflict of interest as soon as it becomes evident. As such, the interpreter should respond within ethical boundaries to all situations and should withdraw from any situation that would compromise him/her ethically.

STANDARD 8

Impartiality

Interpreters should remain impartial, refraining from expression of any bias, personal opinion, recommendations or comments. Interpreters should allow clients to retain their right to make their own determinations without interference.

STANDARD 9

Acceptance of Assignments

Interpreters should accept only assignments for which they are qualified based on training, certification, technical knowledge, linguistic ability, and cultural appropriateness.

STANDARD 10

Assignments and Compensation

When interpreters receive an assignment through the interpreter agency, they will receive compensation through that agency. Interpreters should not request or accept compensation from the client or the provider. Independent interpreters should accept payment only from the contracting entity.

STANDARD 11

Conduct - Clients and Providers

Interpreters should exhibit an attitude of respect toward clients and providers at all times, portraying concern and care without displaying any bias.

STANDARD 12

Conveying Cultural Information

Interpreters should provide cultural information to the provider or client when appropriate, withholding assumptions or stereotypes, and allowing the receiver to determine use of the information.

EXHIBIT #2**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

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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.

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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 Office Manager 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 professional dress policy for all staff, whether full-time, part-time or on a temporary basis. It is understood that no policy can foresee 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. All supervisors, managers and leadership staff are expected adhere to and enforce the standards of this policy. The Assistant Director, Division Directors, and Business Office Manager are responsible for settling differences of

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opinion and/or enforcement standards in their respective areas 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 the employees are compensated. The agency reserves the right to determine appropriate dress at all times 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 will be required to use annual leave to cover the absence. *The list below is not all-inclusive.*

1. All slacks/pants will be ankle length. Staff may not wear cargo pants, i.e. those with pockets on the side of the leg.
2. Denim material can be worn regularly as a jacket, coat or skirt that is appropriate to professional dress, otherwise, denim pants, **regardless of color**, can only be worn on Fridays. Jeans with trendy holes or tears are not allowed, even on Fridays.
3. No leggings, bib overalls, workout suits, shorts, printed T-shirts and clothing made of sweatshirt type material are allowed.
4. **No** miniskirts are allowed. Mini-skirts are defined as skirts whose lengths fall mid-thigh or higher.
5. Dresses or tops with spaghetti straps, thin straps, or those that are strapless must be covered with a jacket or sweater **at all times** in the workplace. There should be no exposed bra straps.
6. Low cut tops that expose cleavage, midribs, or the lower back area are not allowed at any time.
7. See through tops that are made of lightweight or mesh fabric must have a camisole or some type of solid covering underneath.
8. General attire will be clean, neat, and free of holes and appropriate for the type of work performed that day.
9. Clothing should fit properly and not be too loose, too tight, revealing or provocative.
10. In-Home & Transportation Aides should wear suitable clothing and footwear for daily tasks performed. Typical clothing for aides can include scrubs, sneakers and crocs for comfort in executing physical work duties throughout the day.
11. Staff involved in special activities related to their jobs or agency planned outdoor activities may dress accordingly. If other professional activities are scheduled during the day, the employee is expected to change into appropriate attire.
12. All staff must practice basic personal hygiene, e.g. clean hair and body and free of odor.
13. Athletic shoes can only be worn for a short period (3 months) with a doctor's order. If an individual needs shoes that offer support, they will need to obtain appropriate footwear for their condition that is not a sneaker by the end of the three-month period. Please see your Program Manager or Division Director if there is a special need.
14. Bedroom shoes, rubber shoes or flip-flop type sandals are not allowed at any time. *(Only In-Home or Transportation Aides are approved to wear crocs.)* Flip flops refer to any

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- open-toe sandal that is held loosely on the foot by a Y-shaped strap that passes between the first and second toes and has no heel strap.
15. No baseball caps, head scarves or hats of any type can be worn in the building, unless for religious or medical reasons. Please see your Program Manager or Division Director if there is a special need.
 16. No "offensive" tattoos should be visible. Offensive refers to any tattoo that displays profanity, inappropriate body parts, or the depiction of certain acts generally considered to be in poor taste. No facial tattoos are allowed.
 17. Facial piercings must be tasteful. There will be no hook-type rings worn in the nose, eyebrows or lip, including tongue piercings. Staff may not wear ear gauges.
 18. Men must wear their shirts tucked in, except on dress down days.

Court Appearance Standards

1. 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.
2. Women must wear dresses or skirts that are knee length or below, dress blouses or sweaters, dress slacks and dress shoes. No open toe shoes are allowed.

Interview Appearance Standards

Staff who are conducting employment interviews are expected to follow court appearance standards.

Dress Down Days

Fridays are "dress down" days. Dress down does not mean sloppy, unprofessional or unapproved attire. Staff may wear workplace appropriate denim material pants or jeans with an appropriate top. Sneakers and appropriate sandals may be worn. Athletic tee shirts or those that contain business advertisements, slogans, or graphics may not be worn. Workout attire is not permitted.

Responsibilities and Consequences

The agency reserves the right to determine appropriate dress at all times. All supervisors and program managers may make decisions on clothing issues not specified in this policy as they arise. All leadership, management and supervisory staff are responsible for monitoring their staff and ensuring compliance with dress standards outlined in this policy. They also will take the following action steps for those that do not comply:

First Offense: Communicate any professional dress concerns with the staff member involved immediately upon becoming aware of a failure to comply with these standards. Depending on the level of inappropriateness of the attire, the staff member may be instructed to change and use annual leave for their time away from the office. If the employee does not have sufficient annual leave to cover the absence, the time will be recorded as unapproved leave.

Second Offense: For a second offense of the policy, whether the same type or a different violation, the staff will be instructed to change the inappropriate attire and will use annual leave for their time away from the office. If the employee does not have sufficient annual leave to cover the absence, the time will be recorded as unapproved leave. The supervisor will follow up with a memo to the employee.

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Third Offense: The staff member may be issued a written warning following personnel procedures.

All staff are expected to use good judgment in determining appropriate professional attire and to consult with supervision when unsure if an item of clothing is acceptable. **Staff may be instructed to change clothes anytime their attire is deemed inappropriate.**

All areas of FCDSS are expected to follow this policy with no exceptions.

Revised 9/24/14

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.

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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.

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- 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

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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.

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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 at the back of the DSS building at the 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.

Exhibit #3

CERTIFICATION REGARDING INTERPRETERS' STANDARDS

By execution of this Agreement Provider certifies that it will comply, and will ensure interpreter's compliance with the terms of the Interpreter Code of Ethics as set out in "Exhibit #1", pages 1-2 (attached hereto and incorporated herein by reference), and with the excerpts of Policies taken from the FCDSS Employee Handbook as set out in "Exhibit #2", pages 1-11, attached hereto and incorporated herein by reference.

The undersigned represent and warrant that they are authorized to bind Provider.

Officer Signature: M - Nie

Date: 6/6/2020