



Employee/Staff: _____ Service Provided: _____

Start Date: _____ Last Date of Service: _____

Yes	No	SECTION I MANDATORY PERSONNEL	SECTION II MANDATORY	No	Yes
		Applications and/or Resume	Auto Insurance Declaration Page		
		Job Description	Motor Vehicle Report		
		Contract (if applicable)	Background Check		
		W-9 (if applicable)	Health Care Registry Check		
		Copy of Academic Achievement	Sex Offender Check		
		Employee / Tutor Release Authorization	Local Arrest Check		
		Background Check Form	Assurance of Confidentially		
		Criminal Disclosure Statement	Conflict of Interest		
		Drug Free Workplace Policy	Handbook/Policies/Procedures Acknowledgment Form		
		Search & Seizure Form			
		Grievance Procedures			
Yes	No	SECTION III: CERTIFICATES	SECTION IV: IN SERVICE TRAINING (ON-GOING / OPTIONAL)	No	Yes
		Orientation Certificate	Differentiated Instructions		
		First Aid	Character Education		
		CPR	SIOP and ESL		
		Other:	Conflict Resolution		
		Other:	Other:		
		Other:	Other:		
		Other:	Other:		
		Other:	Other:		
Yes	No	SECTION V: ANNUAL IN-SERVICE TRAINING	SECTION VI: OTHER	No	Yes
		Corporate Compliance	Expectations of Site Team		
		Transportation Policy	Discipline Agreement		
		HIPPA Policies	Other:		
			Other:		
			Other:		
			Other:		



The Family Institute for Health and Human Services

SECTION 1

SECTION I MANDATORY
Applications
Job Description
Contract
Copy of Academic Achievement or Verification (Copy of Diploma or Degree)
Background Check Form
Criminal Disclosure Statement
Employee / Tutor Release Authorization
Drug Free Workplace Policy
Search & Seizure Form
Grievance Procedures

The Family Institute for Health & Human Services is an equal opportunity employer, dedicated to a policy of non-discrimination in employment on any basis including race, creed, color, age, sex, religion, national origin or disability according to Titles VI and VII of the Civil Rights Act of 1964: Sections 503 and 504 and the American Disability Act of 1990.

Name _____ Date _____

Address _____
address

_____ city/state zip code

Cell phone () _____ House phone () _____

E-mail address _____

Subject area(s) you wish to tutor _____

Bachelor's Degree _____ Master's Degree _____

Applying to tutor: for pay as a volunteer

1. Have you ever been convicted of violating a State or Federal Law Including Traffic? ___Yes ___No
2. Have you ever lost your driver's license? ___Yes ___No
3. Have your privileges to provide direct care services ever been revoked or suspended? ___Yes ___No
4. Have you ever been found guilty of abusing/neglecting a child? ___Yes ___No

If you answered yes to any question above, please explain:

Education

High School Name, City, State: _____

College, City, State: _____

College, City, State: _____

Major(s)/ Areas of Study: _____ Graduation Date: _____

Employment History

Please put the most current direct care experience first.

1. From: Mo/Yr _____ To: Mo/Yr _____ Phone: _____

Company Name/ City & State: _____

Position: _____ Reason for Leaving: _____

Job Responsibilities: _____

Supervisor's Name: _____

2. From: Mo/Yr _____ To: Mo/Yr _____ Phone: _____

Company Name/ City & State: _____

Position: _____ Reason for Leaving: _____

Job Responsibilities: _____

Supervisor's Name: _____

3. From: Mo/Yr _____ To: Mo/Yr _____ Phone: _____
Company Name/ City & State: _____

Position: _____ Reason for Leaving: _____
Job Responsibilities: _____

Supervisor's Name: _____

Personal References

Three people who are not included in the experience section above.

Name: _____ Relationship: _____
Phone#: (____) ____ - _____
Name: _____ Relationship: _____
Phone#: (____) ____ - _____
Name: _____ Relationship: _____
Phone#: (____) ____ - _____

Complete this section only if you are applying for a paid position

How many semesters will you be available to work? _____

How many hours a week, on the average, can you work? _____

If we cannot offer you a paid position at this time, would you like to be considered:

as a volunteer no, applying for pay only

Ethnicity (for statistical purposes) _____ EOP: Yes No

The Family Institute for Health & Human Services authorized signature for employment application.

I authorize Family Institute for Health & Human Services, to investigate any and all of the information contained in this application. I understand that misrepresentation or omission of facts called for is cause for ineligibility of hire and/or dismissal. Furthermore, I understand and agree that my potential employment and/or employment with Family Institute for Health & Human Services is for no definite period of time and may be stopped and/or terminated without prior notice. I understand that if offered a position with Family Institute for Health & Human Services, I may be required to submit to a pre-employment medical examination, drug screening and background check as a condition of employment. I understand that unsatisfactory results or refusal to cooperate with Family Institute for Health & Human Services or attempt to affect the results of these pre-employment tests and checks will result in withdrawal of any employment offer or termination of employment if already employed.

Applicant's Signature Date

Tutoring for Pay: Each semester The Family Institute for Health & Human Services has a limited number of paid positions available, dependent on programmatic needs. Paid positions are competitive, and successful candidates generally have relevant prior experience and/or training. Positions are on a semester basis; possibility of re-assignment is contingent upon satisfactory performance and programmatic needs. Tutors are paid for their attendance at all required Orientations and Training meetings.

**THE FAMILY INSTITUTE FOR HEALTH & HUMAN SERVICES
CONTRACTING AGREEMENT**

This Agreement is made effective as of _____, by and between The Family Institute for Health & Human Services, Inc., also known thereof as **FAMILY INSTITUTE** located at 7128-B Albemarle Road, Charlotte, NC 28227, and _____, also known thereof as “Independent Contractor”.

Independent Contractor has a background in the field of Human Services and is willing to provide services to FAMILY INSTITUTE based on his/her background and experiences. FAMILY INSTITUTE desires to have services provided by Independent Contractor. Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** Beginning on _____, the Independent Contractor will provide the following services:

(Mark all that applies)

- Teacher/Tutor**
- Transportation**
- Office Support explain:** _____
- Training Support**
- Other explain:** _____

2. **PERFORMANCE OF SERVICES:** The manner in which the Services are to be performed and the specific hours to be worked by Independent Contractor shall be determined by FAMILY INSTITUTE and the Independent Contractor. FAMILY INSTITUTE will rely on Independent Contractor to work as many hours as may be reasonably necessary to fulfill Independent Contractor’s obligations under this Agreement. At minimum Independent Contractor agrees to work hours required by student’s learning plan; Independent Contractor agrees and realizes that hours may change and vary from time to time.
3. **MEDIA COMMUNICATIONS:** No employee shall make a public appearance, news release or public speech representing The Family Institute for Health & Human Services, Inc. An employee may not speak to the news media as an official or unofficial spokesperson of The Family Institute for Health & Human Services, Inc. If an employee receives a media inquiry, he should respond “I have no authority to respond to your request and you should refer your question to the Director”.
4. **PAYMENT:** FAMILY INSTITUTE will pay a fee to Independent Contractor for the Services based upon the services being provided. This fee shall be payable be-monthly. The Independent Contractor will be **paid on the fifteenth and thirtieth (or last day of the month)**. For paydays falling on a Saturday, Sunday or holiday, you will be paid the prior business. If you are absent on payday and someone else is to pick up your check, it will not be released without a signed, handwritten note from you authorizing the named person to pick it up. The person designated to pick up your check will be asked to produce identification to management; otherwise, your check will not be released. Any deviations from the procedure must have prior approval from an officer of the FAMILY INSTITUTE.

All pay checks can be picked up after 3:00 p.m. on pay day unless the request is approved by the Director.

Upon termination of this Agreement, payments under this paragraph shall cease; however, the Independent Contractor shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Independent Contractor has not yet been paid if this occurs, the Independent Contractor will be notified in writing and the payback will be structured between the Independent Contractor and FAMILY INSTITUTE.

(Check all services that apply)	(Contractor's fee & Initial)
<input type="checkbox"/> Teacher/Tutor	\$ _____
<input type="checkbox"/> Transportation	\$ _____
<input type="checkbox"/> Office Support explain: _____	\$ _____
<input type="checkbox"/> Training Support	\$ _____
<input type="checkbox"/> Other explain: _____	\$ _____

- 5. EXPENSE REIMBURSEMENT:** Independent Contractor shall pay all “out of pocket” expenses, including Professional liability insurance and shall not be entitled to reimbursement from FAMILY INSTITUTE for any out of pocket expenses.
- 6. SUPPORT SERVICES:** FAMILY INSTITUTE will provide support services, including providing data sheets and time sheets as requested for the Independent Contractor.
- 7. SAFETY AND HEALTH:** It is the policy of the FAMILY INSTITUTE to have a safe and healthy workplace and to follow procedures aimed at safeguarding all who is concerned. Accident prevention and efficiency at work go together; neither should be given priority over the other. Safety is everyone’s responsibility. Each Independent Contractor is expected to devote the time and effort necessary to ensure the safety of all persons served at all times.

RESPONSIBILITIES OF THE INDEPENDENT CONTRACTOR:

- Obeying the safety rules
- Supervisor, persons served(S) during assigned work hours
- Following safety procedures and not taking short cuts
- Keeping work areas clean and free from slipping or tripping hazards
- Using prescribed personal protective equipment
- Immediately reporting all equipment malfunctions to the Guardian. Site Coordinator or Program Director
- Using care when lifting and carrying objects
- Observing restricted areas and all warning signs
- Knowing emergency procedures
- Reporting unsafe conditions to Guardian and the Site Coordinator or Program Director or the Director
- Promptly reporting every accident and injury to the Guardian and Site Coordinator or Program Director or Human Resources no matter how insignificant and injury might seem at the time of occurrence
- Following the care prescribed by the attending physician when treated for an injury or illness

- Attending all employee safety meetings
- Participating in accident investigations

8. **TERM/TERMINATION:** This Agreement will remain in affect unless otherwise terminated by either the “FAMILY INSTITUTE” or “Independent Contractor.”

- a) **Resignation:** Any Independent Contractor who decides that FAMILY INSTITUTE will no longer be their agency of choice is expected to provide the FAMILY INSTITUTE with advance written notice of no less than two weeks of their intent to move services, as is customarily done as a business courtesy.
- b) **Behavior Process:** As an Independent Contractor, you are expected to perform certain responsibilities, follow acceptable business principles in matters of conduct, and exhibit a high degree of integrity at all times. This not only involves sincere respect for the rights and feelings of your student and others, but also demands that Independent Contractor refrain from any behavior that might be harmful to themselves, co-workers, FAMILY INSTITUTE, or that might be viewed unfavorably by current or potential customers or by the public at large because the Independent Contractor conduct reflects on the FAMILY INSTITUTE. Independent Contractor is consequently encouraged to perform at the highest standards of professionalism at all times.

Types of behavior and conduct that the FAMILY INSTITUTE considers inappropriate include, but are not limited to, the following:

- Falsifying employment or other FAMILY INSTITUTE records
- Leaving a student during work hours unsupervised for any reason is strictly forbidden
- Violating the FAMILY INSTITUTE’S anti-harassment policy
- Soliciting or accepting gratuities from customers or persons served
- Excessive, unnecessary, or unauthorized use of FAMILY INSTITUTE property and supplies, particularly for personal purposes
- Being at work, in the community, the student’s home or your own home under the influence of drugs or alcohol, and the illegal manufacture, possession, use, sale, distribution or transportation of drugs at work, in the community, the student’s home or your own home.
- Fighting or using obscene, abusive, or threatening language or gestures while at work, in the community, the student’s home or your own home.
- Unauthorized possession of firearms at work, in the community, the student’s home or your own home.
- Disregarding safety or security regulations at work, in the community, the student’s home or your own home.
- Failing to maintain the confidentiality of the FAMILY INSTITUTE’S and the student’s confidential information as protected by HIPPA.

Should an Independent Contractor’s performance, work habits, overall attitude, conduct or demeanor become unsatisfactory based on violations either of the above or of any other FAMILY INSTITUTE policies, rules, or regulations, the employee will be subject to disciplinary action, up to and including termination of their contract. Before or during imposition of any discipline, Independent Contractor may be given an opportunity to relate their version of the incident or problem at hand and provide any explanation or justification they consider.

9. **RELATIONSHIP OF PARTIES:** It is understood by the parties that Independent Contractor with respect to FAMILY INSTITUTE is not an employee of FAMILY INSTITUTE. FAMILY INSTITUTE will not provide fringe benefits, including health insurance benefits, Workers Compensation, paid vacation or any other employee benefit for the benefit of the Independent Contractor, unless agreed upon between FAMILY INSTITUTE and Independent Contractor.
10. **INSURANCE:** Independent Contractor agrees to maintain current Automobile insurance if transporting student as required by the NC State Law. Independent Contractor also agrees to maintain Homeowners Insurance if providing Residential Support services to student(s) at their residence. The Independent Contractor agrees to provide the FAMILY INSTITUTE with current and all renewal Insurance Declarations pages of their automobile and Homeowners' Insurance Policies.
11. **DISCLOSURE:** Independent Contractor is required to disclose any outside activities or interest, that conflict or may conflict with the best interest of FAMILY INSTITUTE. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any activity that Contractor may be involved with on behalf of FAMILY INSTITUTE.
12. **EMPLOYMENT OF OTHERS:** Independent Contractor may not sub-contract any portion of this agreement to its own employees without written approval from FAMILY INSTITUTE.
13. **INDEPENDENT CONTRACTOR EMPLOYEE (S) INJURIES:** Independent Contractor acknowledges that it is their responsibility to obtain appropriate insurance coverage for the benefit of its Independent Contractor (and/or Independent Contractor's employees) who may sustain injuries while performing services under this Agreement.
14. **ASSURANCE OF CONFIDENTIALITY:** FAMILY INSTITUTE recognizes that Contractor has and will have the following information: specific student/family information and other proprietary information (collectively, "Information") which are special, confidential, and of a personal nature and needs to be protected from improper disclosure. In consideration for the disclosure of the Information Independent Contractor agrees that Independent Contractor will not at any time or any manner, either directly or indirectly use any information for Independent Contractor's own benefit, divulge, or communicate in any manner any Information to any third party without the prior written consent of FAMILY INSTITUTE. Independent Contractor who provides service to any persons served receiving MH/DD/SAS will be held to strict confidentiality because the persons served receiving these services are protected by confidentiality regulations (10-NCAC 18D, APSM 45-1) as developed by the Division of MH/SS/SAS and by the NC General Status 122C-51 Program Director through 56 which insures the privileged and confidential nature of the student's information. Failure to comply with the confidentiality regulations (10 NCAC 18D APSM 45-1) and NC General Statutes (122C-51-56) and the Federal regulations (42 CFR, Part 2) can be grounds for immediate termination of contract.
15. **UNAUTHORIZED DISCLOSURE OF INFORMATION:**
If it appears that Independent Contractor has disclosed (or has Program Director threatened to disclose) Information in violation of this Agreement, FAMILY INSTITUTE shall be entitled to an injunction to restrain Contractor from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such information has been disclosed or may

be disclosed. FAMILY INSTITUTE shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

16. CONFIDENTIALITY AFTER TERMINATION: The Assurance of Confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

17. RETURN OF RECORDS AND FAMILY INSTITUTE'S PROPERTY: Upon termination of the Agreement, if Independent Contractor had been issued any FAMILY INSTITUTE property such as software, computer equipment databases, passwords, files, paper, keys, cell phones, records, notes, data memoranda, models, and any equipment of any nature that is in the Independent Contractor's possession or under the Independent Contractor's control and which is the property of FAMILY INSTITUTE and or related to FAMILY INSTITUTE business, it must be returned at the time of your termination. You will be responsible for any lost or damaged items. The value of any property issued and not returned may be deducted from your final paycheck, and you may be required to sign a wage deduction authorization form for this purpose.

18. TRAINING REQUIREMENTS: FAMILY INSTITUTE provides in-house and outsource training for its Independent Contractor to complete all necessary training. The training policy is a mandate in which every Independent Contractor who provides a service to the student must be trained within the 1st 30 days of employment in the following modules, but not limited to: First Aid, CPR, and Orientation. An exception will be made if the employee can provide current certificates of these trainings to PROGRAM DIRECTOR. Also, the Independent Contractor is required to have the following documents and credentials completed and returned to the PROGRAM Director Page, and Copy of High School Diploma or BA/BS Degree.

30 days prior to the expiration of an Independent Contractor's training, it is their responsibility to check the training schedule (s) and let PROGRAM DIRECTOR know when they will be taking the class or classes so that their training (s) will not expire. The ONLY trainings, documents and credentials that **are exempt** from expiration are:

- ✓ Orientation
- ✓ High School Diploma or BS/BA Degree

If an employee is found in violation of these training standards, their ability to provide service (s) is subject to suspension until their training requirements are in compliance.

19. TAXES: As an Independent Contractor the Independent Contractor realizes and agrees that it is his/her responsibility to pay all necessary payroll taxes on the revenue that he/she earns. The FAMILY INSTITUTE for Health & Human Services Site Coordinator or Program Director.

20. CONTRACT SUPERVISION: The Independent Contractor agrees and understands that although he/she is an Independent Contractor that policies and procedures require monthly supervision by the FAMILY INSTITUTE for Health & Human Services Site Coordinator or Program Director.

21. NOTICES: All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for FAMILY INSTITUTE: The Family Institute for Health & Human services.

Tyrone Miller
7128-B Albemarle Road
Charlotte, NC 28227

IF for Independent Contractor:

Full Name: _____

Address: _____

City, State, & Zip: _____

Phone #: _____

Social Security #: _____

Such address may be changed from time to time by either party by providing written notice within thirty (30) to the other in the manner set forth above.

- 22. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. However, please see the Provider Handbook for additional expectations. This Agreement supersedes any prior written or oral agreements between the parties.
- 23. **AMENDMENT:** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
- 24. **SEVERABILITY:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this Agreement is invalid and enforceable, then such provision shall be dressed to be written, construed and enforced as so limited.
- 25. **WAIVER OF CONTRACTUAL RIGHT:** The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 26. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of North Carolina.

THE FAMILY INSTITUTE FOR HEALTH & SERVICES, INC.

Party providing services:

BY: _____ **DATE:** _____

Signature of Independent Contractor

BY: _____ **DATE:** _____

Signature of Program Director



EMPLOYEE / TUTOR RELEASE AUTHORIZATION

By signing below, I authorize The Family Institute for Health & Human Services and its agents (CRC, Castle Branch, Public Data Works, etc.) to verify any and all information given by me that grants authorization to controlled areas within background checking facility. I fully understand that information will include, but is not limited to, criminal records, drug testing, credit history, employment verification, social security number verification, motor vehicle driving record, education verification, and personal history. Furthermore, I release any and all employers, bureaus, agencies, individuals, data organizations, or companies named above from all liabilities of damages that might occur from information obtained. I understand that the information regarding sex, race, and date of birth are for the sole purpose of gathering the information correctly and will not be used to discriminate against me in violation of any law. A facsimile (FAX) or photocopy of this release form shall be as valid as the original.

****PLEASE PRINT CLEARLY****

Name (Last) _____ (First) _____ (Middle) _____

List any other name used in the last 7 years _____

Date of Birth _____ / _____ / _____ Social Security Number _____ - _____ - _____

Driver's License # _____ State _____ Phone (_____) _____ - _____

Address: _____

City _____ State _____ Zip _____

List any other city/state lived in over the past 10 years _____

Previous Employment Information:

Name of Employer _____ Position Held: _____

Dates Employed: From _____ to _____ Employer Phone (_____) _____ - _____

City _____ State _____ Zip _____

SIGNATURE _____ **DATE:** _____

*****APPLICANTS DO NOT WRITE BELOW THIS LINE*****

****FOR OFFICE USE ONLY****

- NC County Only
- NC Statewide
- Mecklenburg County only
- Other County _____
- DMV Report (State_NC____)
- Education Verification
- Federal Search
- Address/SS# Trace
- Employment Verification
- Professional License Verification
- Drug Test**
- Health Care Registry**

CRIMINAL RECORD CHECK

P.O. Box 90998
Raleigh, NC 27675-0998
www.criminalrecordcheck.com
CALL: (877)-272-0266
FAX: (800)-650-5992

- Report Completed
- Faxed Back to
- _____ Int. _____



The Family Institute for Health and Human Services

BACKGROUND CHECKS

In connection with my application for employment (including contract for service), I understand that information may be requested by The Family Institute for Health & Human Services, Inc. including criminal records, which can be obtained through the Clerk of Courts, or DMV Driver's License and Driving Record check, Health Care Registry Check, educational experience, prior employer verification, worker's compensation claims and others. These reports will include experience along with reasons for termination or past employment. Further, I understand that I, the applicant, will be required to list the names, address, and phone numbers of at least 3 professional and 3 personal (if applicable) references, of which will be verified, in connection with my application for employment.

I hereby authorize without reservation, any party or agency contacted by The Family Institute for Health & Human Services, Inc. to furnish the above-mentioned information.

I have the right to make a request of any reporting agency, upon proper identification, the information in its files on me at the time of my request.

I further authorize on-going procurement of the above-mentioned reports at any time during my employment (or contract) with The Family Institute for Health & Human Services, Inc.

Contractor Signature

Date



The Family Institute for Health and Human Services

CRIMINAL DISCLOSURE STATEMENT

I, _____ duly affirm that I do not have a criminal record in North Carolina or any other state where I have resided. I understand that should I be found to have convictions or otherwise a record, I must disclose this information to The Family Institute for Health & Human Services immediately. I understand that the administrative staff at The Family Institute for Health & Human Services will review the nature of the crime and I may be terminated or suspended from my duties as determined by the review if I provide fraudulent information.

- Have you ever pled "guilty" or "no contest" to or been convicted of a crime other than a minor traffic citation? __Yes or __No If yes, please explain:

- Have you ever been substantiated for child abuse and/or neglect or disabled adult abuse or neglect? __Yes or __No If yes, please explain:

Contractor Signature

Date

A DRUG-FREE WORKPLACE (ALCOHOL AND DRUG ABUSE)

The Family Institute for Health & Human Services, Inc. is committed to the maintenance of a drug free workplace. Contractor/Staff who abuse alcohol or other drugs are a danger to themselves, to other Employees/Staff, and to our students.

The use of illegal drugs and abuse of other controlled substances, on or off duty, is inconsistent with law-abiding behavior expected of all citizens. Contractor/Staff who use illegal drugs or abuse other controlled substances or alcohol, on or off duty, tend to be less productive, less reliable, and prone to greater absenteeism. In addition, many of the students of the Family Institute for Health & Human Services may have been referred wholly or in part because of the effects of their own involvement with alcohol or illegal drugs. Contractor/Staff who themselves abuse alcohol or are involved with illegal substances are unable to serve as appropriate role models. Violations of the illegal substance, alcohol, and controlled substance policies shall be viewed as unacceptable personal conduct and shall result in no further assignments.

DRUG TESTING

1. The Family Institute for Health & Human Services, Inc., will not assign any person who refuses to undergo or who fails to pass a drug test.
2. Whenever Contractor/Staff suffers an injury while on assignment or The Family Institute for Health & Human Services, Inc. and determines that he/she may have contributed to an accident involving a fatality, serious bodily injury, or substantial damage to property, The Family Institute for Health & Human Services, Inc. may require the Technician to submit to the taking of a breath, saliva, urine and/or blood specimen for alcohol or drug testing. Contractor/Staff who tests positive for alcohol or drugs as a result of such a test will be in violation of The Family Institute for Health & Human Services, Inc. policy. The Contractor/Staff will be removed from assignment and deemed ineligible for future assignments.

Contractor Signature

Date



SEARCH AND SEIZURE POLICY AND PROCEDURES

POLICY:

When receiving services through THE FAMILY INSTITUTE FOR HEALTH & HUMAN SERVICES students shall be free from any unwarranted search of their person or property as well as invasion of privacy. Students shall be afforded the same rights as any citizen regarding searches with following exceptions:

1. Staff and care providers may be authorized to conduct the two types of searches allowed at THE FAMILY INSTITUTE FOR HEALTH & HUMAN SERVICES, INC. at the time of admission to establish a record of their personal property and to control what is brought into the facility.
2. A facility approved search may be conducted when there is reason to believe that dangerous or illegal substances have been brought into the facility. THE FAMILY INSTITUTE FOR HEALTH & HUMAN SERVICES, INC. shall obtain authorization for a facility search if the search disrupts services to students or could be considered an invasion of students' privacy.

PROCEDURES:

1. Prior to any search taking place, the staff member or tutor contacts the Site Coordinator or Program Director for prior approval. If, in the judgment of the staff member or tutor, a search needs to take place immediately, the search may be conducted, and a follow up call to the Program Director is made immediately after the search.
2. THE FAMILY INSTITUTE FOR HEALTH & HUMAN SERVICES, INC. authorizes two types of searches:
 - a. Search of Person. The students personally empty their pockets inside out and turns shoes upside down. No patted frisk searches by staff or tutors are authorized.
 - b. Search of Facility. The facility is searched for hidden items. The search is supervised by a staff member or tutor.
3. At any time, a search is warranted and the student refuses, a debriefing is held between the staff member or tutor, Site Coordinator, and Program Director. A decision is made as to whether the police should be called to conduct the search. If it is determined that the students have any illegal substances or a weapon, the Program Director will authorize the police to come to conduct a search and help promote the safety of everyone

involved. The legal guardian will be made aware of THE FAMILY INSTITUTE FOR HEALTH & HUMAN SERVICES, INC. policy during admission and sign documents stating they accept and authorize the search and seizure policy that THE FAMILY INSTITUTE FOR

HEALTH & HUMAN SERVICES, INC. has in place. In the event items not belonging to the student are confiscated during the search, the Program Director will take possession of those items and make a determination of what to do with the item(s), making every effort to return the item(s) to the owner. If the confiscated items are illegal drugs and/or a weapon, the Director will turn the items over to the local police department. In both cases, the legal guardian will be contacted within 48 hours, in writing from the Program Director what has taken place.

INFORMING LEGAL GUARDIAN

1. The legal custodian is informed as soon as possible after the search is conducted.
2. A search/seizure report form is completed and placed in the students record by the Program Director. The legal guardian will also receive a copy within 48 hours.

DOCUMENTATION

Every Search and Seizure shall be documented. The documentation shall include:

1. Scope of Search
2. Reason for Search
3. Procedures followed in the search
4. A description of any property seized and
5. An account of the disposition of seized property.

Contractor Signature: _____ Date: _____



CONTRACTOR/STAFF GRIEVANCE POLICY AND PROCEDURES

What if you have a concern or problem at work?

If you have a concern or problem at work, we want to know about it and try to find a solution. We encourage you to always talk to us about your concerns. We will make it our priority to listen to your concerns and try to work out any issues.

If talking with us does not help, you can use our “grievances and complaints procedures” to take a more formal approach. A “grievance or complaint” is a concern or complaint you have against a Family Institute for Health & Human Services, Inc CONTRACTOR/STAFF that has not been solved. And if this situation arises, you have a right to file a grievance or complaint. We believe in your right to do this, and we will help you file a grievance or complaint if you need that help, even if the grievance or complaint is against the party that you are speaking with. This is the process we have set-up for you to use when you have a grievance or complaint:

STEP 1

Talk to your immediate supervisor to find a good solution, make sure and document your conversations. After 5 business days

If you are not satisfied:

STEP 2

Talk with the EMPLOYEES/STAFF’s supervisor, and work with him/her to find a good solution. The supervisor has 5 business days to resolve the grievance or complaint

If you are still not satisfied:

STEP 3

Talk to Human Resources Director, and the Program Director will hear and facilitate the process. After 5 businesses and the Program Director cannot resolve the grievance or complaint, he/she may create a special “Grievance Committee” to hear your concerns or complaints. At this point, the Program Director will make the Executive Director knowledgeable of the grievance or complaint. The Grievance Committee will hear your concerns or complaints and they have 5 days to try and find a good solution.

If you are still not satisfied:

STEP 4

The Program Director will help you file a grievance with The Family Institute for Health & Human Services Corporate Compliance Committee. The Committee will hear your concerns or complaints, and they have 5 business days to try to find a good solution.

If you are still not satisfied:

STEP 5

File a grievance with The Family Institute for Health & Human Services Board of Directors. The Program Director can also tell you how to contact the Board of Directors. After the Board receives your grievance, they will notify you within 5 business days of receipt of your concerns. They will find a solution to resolve your concern or complaint within 15 business days.

This process has been set-up to give you a way to get help in solving a problem with our supports when you feel we are not listening or responding to you. You will not get in trouble for talking about a concern or complaint or for filing a grievance. You can be sure that at every step we will try to find a good solution.

My signature below indicates that I have received a copy of The Family Institute for Health & Human Services' Grievance and Complaint policies which outlines how to file a complaint if I am not satisfied with services.


Contractor Signature


Date



The Family Institute for Health and Human Services

SECTION 2

SECTION II MANDATORY
Auto Insurance Declaration Page
Motor Vehicle Report
Background Check
Health Care Registry Check
Sex Offender Check
Local Arrest Check
Assurance of Confidentially
Conflict of Interest
Incident Reporting
Handbook/Policies/Procedures Acknowledgment Form



The Family Institute for Health and Human Services

ASSURANCE OF CONFIDENTIALITY

In relationship with The Family Institute for Health & Human Services Project C.A.R.E.S. tutoring program, a 21st Century Community Learning Center grant recipient, I understand I may have access to information (automated, verbal, written, experience, and other) that will pertain to students who are receiving or have received tutoring. After having read and/or having explained to me the confidentiality regulations pertaining to students' information, grades, progress, etc. I understand that this information is strictly confidential.

I have been informed regarding the liability of persons with access to student's information as follows:

Failure to comply with the confidentiality can be grounds for immediate termination of the association with The Family Institute for Health & Human Services.

My signature below indicates that I understand and have been fully informed regarding the contents of these documents and agree to protect and preserve the confidential nature of all students' information to which I have access to.

Contractor Signature

Date



CONFLICT OF INTEREST POLICY

The Board of Directors of Family Institute for Health & Human Services, Inc. has adopted this conflict of interest policy.

BACKGROUND:

Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. The company recognizes and respects the individual CONTRACTOR/STAFF right to engage in activities outside of his/her employment that are private in nature and do not in any way conflict with or reflect poorly on the company. Management reserves the right, however, to determine when the CONTRACTOR/STAFF activities present a conflict with the company's interests and to take whatever action is necessary to resolve the situation, including terminating the CONTRACTOR/STAFF.

It is not possible in a general policy statement of this sort to define all the various circumstances and relationships that would be considered "unethical." The list below suggests some of the types of activity that would reflect in a negative way on the CONTRACTOR/STAFF's personal integrity or that would limit his/her ability to discharge job duties and responsibilities in an ethical manner:

1. Simultaneous employment by another firm, particularly if the other firm is a competitor or supplier.
2. Carrying on company business with a firm in which the CONTRACTOR/STAFF, or close relative of the CONTRACTOR/STAFF, has a substantial ownership or interest.
3. Participating in civic or professional organization activities in a manner whereby confidential company information is divulged.
4. Misusing privileged information or revealing confidential data to outsiders.
5. Using one's position in the company or knowledge of its affairs for outside personal gains.
6. Engaging in practices or procedures that violate Anti-Trust Laws or other laws regulating the conduct of company business.

REMEMBER: Employment by the company carries with it a responsibility to be constantly aware of the importance of ethical conduct. Contractor/Staff must refrain from taking part in, or exerting influence in, any transaction in which their own interests may conflict with the best interests of the company.

POLICY:

Contractor/Staff (excluding direct care staff) are prohibited in engaging in outside employment activities that are the same, substantially the same, functions and/or of the same service type that they are employed to perform for Family Institute for Health & Human Services, Inc.

Contractor/Staff (excluding direct care staff) are prohibited in engaging in outside employment activities that involve providing services to a student's/student concurrently being served by Family Institute for Health & Human Services, Inc.

Contractor/Staff of Family Institute for Health & Human Services shall avoid conflicts of interests and any conduct that may suggest the appearance of impropriety in the disbursement of State funds.

If a potential conflict of interest arises, the CONTRACTOR/STAFF must disclose the potential conflict to his/her supervisor. Further, the CONTRACTOR/STAFF shall not vote on nor participate in the solicitation, negotiation, formation, award, arbitration, modification, or settlement of any contract or grant when the CONTRACTOR/STAFF stands to benefit, either directly or indirectly, from such contract or grant.

An CONTRACTOR/STAFF is not deemed to benefit directly or indirectly from a contract or grant involving any State funds if he/she receives only the salary or stipend due to him/her in the normal course of employment with or service with Family Institute for Health & Human Services.

Contractor Signature _____ DATE _____




I acknowledge that I have received a copy of The Family Institute for Health & Human Services: Project C.A.R.E.S. Program Handbook. I have also received a copy of the 21st CCLC Program Overview and understand the guidelines of the program. I understand the different program components including: (Attendance, Youth Involvement, Parental Involvement, Program Evaluation, Goal & Objectives, etc.) must be followed at all times. I also have read and understand the following policies and procedures concerning The Family Institute for Health and Human Services: Project C.A.R.E.S.:


1. Hiring practices
2. Policies and procedures for non-English speakers
3. Policies and procedures for communicating with parents, families, and the community
4. Policies and procedures for student's Health & Safety
5. Federal and N.C. Civil Rights Laws and policies
6. Policies and procedures for arrival and departure to and from the program
7. Policies and procedures for student conduct and discipline
8. Policies and procedures for using the Internet
9. Policies and procedures for equipment disposal

Finally, I have been given and I understand the requirements of the 21st Century Monitoring Report.

I understand that The Family Institute for Health and Human Services: Project C.A.R.E.S. reserves the right to alter, change, or amend policies and procedures at any time with or without notice.

I also understand that violations of Project C.A.R.E.S policies, procedures and/or infractions of Project C.A.R.E.S. policies and practices may result in disciplinary action, which could include termination of employment and/or nullifying my contractual agreement.


Contractor Signature


Date



The Family Institute for Health and Human Services

SECTION 3

SECTION III: CERTIFICATES
Orientation
First Aid
CPR
Other:
Other:
Other:
Other:



SECTION 4

SECTION IV: IN SERVICE TRAINING (ON-GOING / OPTIONAL)

Program Updates

Differentiated Instructions

Character Education

SIOP for ESL

Conflict Resolution

Other:

Other:

Other:



The Family Institute for Health and Human Services

SECTION V

SECTION V: ANNUAL IN-SERVICE TRAINING
Corporate Compliance
Transportation Policy
HIPPA



CORPORATE COMPLIANCE & CODE OF ETHICS POLICIES

I _____ (name) affirm that I have read and fully understand the Family Institute for Health & Human Services Corporate Compliance & Code of Ethics Policies & Procedures and certify my intentions to act in complete compliance with these policies and procedures.

Furthermore, I understand the when necessary I should seek advice from the appropriate supervisor and/or the Corporate Compliance Officer, Felicia Brooks-Hamilton concerning appropriate actions that I may take in order to comply with Family Institute for Health & Human Services Corporate Compliance and Code of Ethic Policies and Procedures.

Contractor Signature **Date**

WITNESS SIGNATURE **DATE**

COMPLIANE OFFICER **DATE**



TRANSPORTATION POLICY AND PROCEDURES

POLICY:

THE FAMILY INSTITUTE FOR HEALTH & HUMAN SERVICES is expected to furnish transportation for students as per contractual expectations. This could include transporting to and from appointments, social and recreational activities, medical and dental appointments, etc.

Any exceptions to this policy must be authorized in writing by the Director and alternative arrangements agreed upon prior to the student's placement.

THE FAMILY INSTITUTE FOR HEALTH & HUMAN SERVICES, INC. staff and care providers use their personal vehicles to transport students to various functions. Staff and care providers are required to maintain the state required auto insurance on the vehicle used to transport students. Family Institute for Health & Human Services will keep copies of the staff's and care provider's vehicle insurance in their personnel file. Staff and care providers must inform the agency if insurance on the vehicle has lapsed or if there are any driving restrictions. Also, if staff or care provider gets involved in any accident in a company vehicle or their own personal vehicle, while transporting a client, he/she must notify Family Institute for Health & Human Services within 24 hours of the accident. A copy of the police report must also be submitted along with an Incident Report Form. Staff is not allowed to transport students if the license has been suspended or restrictions are placed on the license.

All students shall be provided transportation services in a safe and competent manner. Any individual transporting students shall have a current valid driver's license. A seat belt shall be provided for each student in the vehicle.

All staff and care providers will carry emergency information and an emergency medical authorization at all times when transporting students. If an emergency occurs, the staff is to provide for the students and then call the Director as soon as the situation warrants.

THE FAMILY INSTITUTE FOR HEALTH & HUMAN SERVICES, INC. vehicles used for transportation of students will carry liability insurance. This is also required under North Carolina State Law. In addition, THE FAMILY INSTITUTE FOR HEALTH & HUMAN SERVICES, INC. will carry comprehensive insurance on its vehicles regardless of the vehicles age. This will protect the agency should a student's cause damage to the vehicle, as local agencies will not be financially responsible for any damage to vehicles caused by students.

PROCEDURES:

The procedure to follow in the event of an emergency will, include:

1. Stay calm;
2. Staff and care providers will make certain that all students are safe and not in need of medical attention;
3. If medical attention is needed, staff and/or care provider will perform CPR or first aid until the ambulance arrives;
4. Staff and/or care providers will ensure all students are safe and secure and then contact the Director as soon as possible; and
5. The Director will notify AMH Students Rights Coordinator in writing within 48 hours of incident on standard incident reporting form.
6. The students case manager will be notified verbally.
 - A. When students who have, a physical handicap are transported, the vehicle shall be equipped with secure adaptive equipment.
 - B. When two or more preschool children who require special assistance with boarding or riding I a vehicle are transported in the same vehicle, there shall be one adult, other than the driver, to assist in supervision of the children.

CONTRACTOR Signature: _____

Date: _____

Witness Signature: _____

Date: _____



HIPAA CONTRACTOR/STAFF PRIVACY ACKNOWLEDGEMENT

I understand that while performing my official duties I may have access to protected personal and health care information as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA). I also understand the following:

- Protected health information is individually identifiable health information that is created, maintained or used within or by Family Institute for Health & Human Services, Inc.
- Protected health information is not available to the public
- Special precautions are necessary to protect this type of information from unlawful or unauthorized access, use, modification, disclosure or destruction.

In order to help ensure the confidentiality and privacy of this information, I agree to:

- Access, use or modify protected health information only as needed for the purposes of performing my official duties
- Never access or use protected health information out of curiosity, or for personal interest or advantage, or in the presence of unauthorized any third party
- Never show, discuss, or disclose protected health information to or with anyone who does not have the legal authority
- Never retaliate, coerce, threaten, intimidate or discriminate against or take other retaliatory actions against individuals or others who file complaints or participate in investigations or compliance reviews
- Never remove protected health information from the work area without proper written authorization
- Never share passwords with anyone or store passwords in a location accessible to unauthorized persons
- Always store protected health information in a place physically secure from access by Unauthorized persons and out of plain view.
- Dispose of protected health information by utilizing an approved method of destruction (i.e., shredding). I will not dispose of such information in wastebaskets or recycle bins.

I understand that penalties for violating one of the above limitations may include disciplinary action including possible termination, civil or criminal prosecution. I certify that I have read, understand and agree to the Privacy Acknowledgment Statement printed above.

Print Full Name (First, Middle Initial, Last)	Signature
Family Institute for Health & Human Services Representative:	Date Signed

SECTION VI

SECTION V: ANNUAL IN-SERVICE TRAINING
Expectations of Site Team
Discipline Agreement



The Family Institute for Health and Human Services

EXPECTATIONS OF THE SITE TEAM

The entire staff at your 21st CCLC program site should operate as a team, led by the Site Coordinator. Strong teams share the following traits **(please initial each):******

_____ meet weekly as a team

_____ plan together regularly

_____ all Teacher Directed Activities are designed to support the academic goals of the students who attend the program, with at least five activities per week coming from the NC SCOS

_____ value and utilize each team member's strengths and talents

_____ commit to working together to operate a safe, quality program that has a clear priority on the interests of children

_____ develop an emergency plan for program coverage

_____ have a rainy-day plan in place

_____ develop a discipline plan as a team and work together to follow it consistently

_____ communicate positively and openly with students, parents, school staff and each other

_____ demonstrate a willingness to be adaptable to different situations

_____ display enthusiasm and creativity in working with students, encouraging them to think, reason question and experiment

_____ strive to maintain consistency for students by regular staff attendance

_____ respect the diverse cultural backgrounds of other staff members and of students and their families



TUTOR DISCIPLINE AGREEMENT

I, _____, Tutor for (The Family Institute for Health & Human Services) agree to the following conditions concerning the disciplining of any child I am working with:

- ⤴ I will not allow or subject any child to cruel or abusive punishment
- ⤴ I will not subject any child to corporal punishment, which includes, but is not limited to, hitting, spanking, slapping, physical exercise as punishment, and inappropriate physical labor as punishment;
- ⤴ I will not deprive any child of a snack as punishment,
- ⤴ I will not place any child in isolation time-out except when isolation time-out means the removal of a child to an unlocked room or area from which the child is not physically prevented from leaving. (The tutor may use isolation time-out as a behavioral control measure when the tutor provides it within hearing distance of a tutor and the child is not prevented from leaving the time-out area. The length of time alone shall be appropriate to the child's age and development),
- ⤴ I will not subject any child to verbal abuse, threats, or humiliating remarks about himself/herself or his/her families,
- ⤴ I will provide teaching and discipline that is appropriate for the child's age, intelligence, emotional makeup, and past experience.

I understand that my assignment with the agency as a Tutor may be terminated if I violate this agreement.

Print Full Name

Signature

Date

This form must be signed by all tutors, staff and any volunteers working with The Family Institute for Health & Human Services. A copy of this form is retained by the tutors and a copy is retained by the agency.