



# Bay Respite Care

*Preserving Families*

## **Employer of Record Respite Respite Care Provider Handbook: Job Description, Standards, Responsibilities, And Employee Guidelines**

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## **JOB DESCRIPTION FOR RESPITE CARE PROVIDER**

TITLE: RESPITE CARE PROVIDER  
SUPERVISOR: ASSISTANT DIRECTOR  
HOURS: VARIED  
DAYS: SUNDAY THRU SATURDAY

- I. The immediate supervisor for the Respite Care Provider shall be the Assistant Director. The usual contact department shall be the Employer of Record department.
- II. The Respite Care Provider is a companion to the Developmentally Disabled individual. S/he provides protective supervision in the client's home and continues the individual's activities of daily living.
- III. Respite is provided to infants, children and adults, male and female of all nationalities, color, creed and religious beliefs who have developmental disabilities.
- IV. Respite service is available 24 hours a day.
- V. Respite is provided to clients with a diagnosis of a developmental disability, as legally defined by the State of California.

## **QUALIFICATIONS TO BE A RESPITE CARE PROVIDER**

1. Must be at least 18 years of age.
2. Posses legal and valid documents needed for completion of the I9 form, which can include Identification, Social Security Card, US Birth Certificate, US Passport, current work authorization documents.
3. Complete hiring process: A) Complete and turn in paperwork in RCP hiring packet B) Posses current and valid CPR/FA certification C) Pass Criminal Background Check and poses no felony convictions D) Sign hiring agreement and I9 form, as well as provide documentation for I9 form.
4. Cannot be the parent/step-parent, legal guardian, or primary caregiver of the client.

## **STANDARDS FOR RESPITE CARE PROVIDERS**

1. Understands verbal or written instructions.
2. Awareness and understanding of the needs of the developmentally disabled individual.
3. Good spirits and mental well being and must be in good physical condition.
4. Respect for the dignity of the developmentally disabled individual.
5. Must be able to speak clearly and make self understood in person and by phone.
6. Must be able to hear and see clearly.
7. Must be able to stand, sit, and walk.
8. Lifts and transfers with the assistance of family members or using a mechanical devise.
9. Accuracy, neatness and current record keeping
10. Prompt reporting of incidents and accidents.
11. Adheres to respite policies and procedures.
12. Keeps supervisor informed of activities.
13. Uses forms and supplies carefully.
14. Shall initiate first aid and/or cardio-pulmonary resuscitation as needed on the client.
15. Must be at work on time.

## **RESPONSIBILITIES OF RESPITE CARE PROVIDERS**

1. Service can be provided to the client 7 days a week, 24 hours a day. There are no set scheduled hours for this job.
2. Be on time for your job. Phone if you are going to be late. Do not cancel once you have accepted a booking.
3. Make sure you ask where the Emergency Information Sheet is kept. This paper will be needed if there is a medical emergency. You **MUST** give this to the paramedics in case of an emergency.

4. CPR and First Aid training resulting in certification must be attained before work may begin. If you schedule a CPR/FA class with BRC and No Show, you will be charged a \$10 certification fee when you reschedule and take the class with us on a later date. This fee will come out of your first paycheck. Respite Care providers are responsible for registering in a renewal class in a timely manner so that certification does not expire. Lack of this requirement will lead to dismissal.
5. If you obtain your CPR/FA training outside of BRC, it must be a hands-on, instructor led class. On-line only classes will not be accepted by BRC as proper certification. Also, BRC does not reimburse for non-BRC provided classes.
6. Never permit strangers into the client's house.
7. Be sure to have the parent train you on the specific manner in which to lift and/or transfer each individual client who requires such assistance. A "two man" lift may be required and if so, please tell the parent this.
8. Telephone the office at 707/644-4491 immediately if you feel any situation you find yourself in during respite places you in any danger. Exercise good judgment and discretion.
9. Always wear attire that is clean and appropriate for respite care. Flat, close-toed shoes are **MANDATORY**. Wear a watch/timepiece to all bookings.
10. If you get hurt on the job, follow the agency guidelines on reporting personal injury, attaining medical care, and filing for worker's compensation. Refer to WHAT TO DO IF YOU GET HURT ON THE JOB in the Safety Procedures section of this manual.
11. Follow agency guidelines regarding the appropriate techniques to handle clients with difficult behaviors.
12. As a BRC EOR employee, you may NOT provide any service to another Bay Respite Care client, either as an employee of any other agency or employer that involves respite care. If another Bay Respite Care family wishes to hire you, you MUST contact the office before you may start with that family. BRC has two DIFFERENT respite programs and we need to verify that you are eligible to work with that family.
13. DO NOT smoke while on the job, inside or outside of the client's home.
14. Refrain from engaging in horseplay or any unsafe activities while providing respite.
15. Do not come to work if you are ill. Be courteous to your clients and families.

16. Never give advice to parents. You are there to provide relief, not counseling.
17. Be friendly, but always behave in a professional manner.
18. Medications can only be given if dosages have been premeasured, removed, and separated from the original container. You must get verbal and written instructions from the parent.
19. Never provide nursing care functions. These include but are not limited to: changing of catheters, administering of suppositories or injections of any kind, administering of oxygen, digital stimulation, use of IPPB machines or other medical machinery requiring specialized training. (If a parent requests that you do any such function, do **not** do it and call your supervisor immediately.)
20. Never provide respite in you own home.
21. Never bring your own children, pets, spouse, or have visitors while providing respite.
22. Never leave a client alone without the supervision of a responsible adult designated by the parent. If the parents fail to return home when expected, do not leave.
23. Do not use the client's telephone/your cell phone for personal calls during respite.
24. You are expected to bring your own meals to your bookings. However, you may accept meals at the invitation of the client's family.
25. While you are expected to prepare meals for the client, as appropriate, you are not expected to "serve" at functions and meal times for the entire family and should not do so.
26. Respite Care Providers are not expected to do house cleaning, laundry, or other chores and should not do so. However, you should always leave the home in the same condition it was in when you arrived.

# **EMPLOYMENT GUIDELINES**

## **At-Will Employment Statement**

It is the goal of Bay Respite Care to provide a positive work environment and solid economic foundation upon which all employees may build a future. However, the agency is also aware that personal changes are sometimes initiated by employees and management alike. In this regard, it is expressly understood that employment at the agency is for no specific duration, and shall continue only so long as it is mutually agreeable to you and the agency. EITHER YOU OR BAY RESPITE CARE MAY TERMINATE EMPLOYMENT FOR ANY REASON WHATSOEVER, WITH OR WITHOUT CAUSE OR ADVANCE NOTICE, AND AT ANY TIME. No section of this handbook is meant to be construed, nor should be construed, as establishing anything other than an employment-at-will relationship within the meaning of CALIFORNIA LABOR CODE SECTION 2922, nor does it limit managements discretion to make personnel decisions such as reassignment, changes of wages and benefits, demotion, etc. Moreover, no one in the organization, other than the President has the authority or legal ability to modify the at-will-relationship. The President only if it is clearly set forth in a written agreement that is signed by both the President and employee in question.

**1. OPEN DOOR POLICY** - Bay Respite Care always has an open door policy in case of problems that may arise. There may be discretionary disciplinary procedures that based on individual cases that may include:

1<sup>st</sup> violation - brings a verbal reprimand, documented in the employee's personnel file.

2<sup>nd</sup> violation - calls for a written warning, a copy of which is placed in the employee's personnel file.

3<sup>rd</sup> violation - termination of employment.

The EOR Program Manager will make every effort to counsel and assist the employee to understand and comply with agency policies and procedures during the first two phases; however, it will be the Assistant Director who provides reprimands, warnings, and completes terminations.

The following are examples that could lead to disciplinary procedures:

- \* Failure to renew CPR/First Aid
- \* Non-compliance of any BRC policies

Under certain circumstances, these procedures will NOT be utilized. Refer to the section in the manual entitled Causes for Immediate Dismissal.

**3. LEAVE OF ABSENCE** - Respite Care Providers may request a leave of absence for any reason for up to a three month period of time. Except for compelling reasons, request for leave of absence will not be granted until all previously accepted booking assignments have been completed.

4. **RESIGNATION** - All resignations shall be submitted in writing. Once submitted, a resignation may not be withdrawn without approval by the Program Manager.

5. **REACTIVATION**- You may be eligible to return to work after being deactivated. Reasons for deactivation include, but are not limited to: voluntary resignation, failure to work the minimum number of hours required, leave of absence for over three months or to return to school full-time. You must contact the Program Manager to be considered for reactivation. Rehire procedures include, but are not limited to: determination of availability, review of policies and procedures and current CPR/First Aid certification.

6. **TERMINATION** - Involuntary termination may be due to unsatisfactory performance, failure to comply with agency policy and procedure, flagrant misconduct, retrenchment due to insufficient funds, or reorganization. Selection of full time, part time, or on-call employees to be dismissed due to reorganization or job elimination will be based on both service records and immediate ability to perform the jobs remaining.

7. **CONFLICT OF INTEREST** - Employees may not engage in transactions that conflict with their primary obligation to the agency. Additionally, unless you are a member of the client's family, BRC Respite Care Providers are strongly advised NOT to visit or socialize with the client or family.

8. **CONFIDENTIALITY** - All employees must respect the privacy of their fellow employees or clients.

- ALL information pertaining to clients is strictly confidential and may NOT be discussed with ANY individual other than a BRC supervisor.
- Anyone who asks you for information about BRC clients, its employees, or the agency itself should be referred to your supervisor.
- Inquires from lawyers, the police, and/or journalists MUST be **immediately** referred to the Director of Bay Respite Care.

9. **PROBLEM SOLVING** - We have an open door policy. If you have a problem, please feel free to bring it to you supervisor or the Director.

10. **REPORTING OF SUSPICION OF ABUSE OR NEGLECT** - Respite Care Providers and administrative staff who suspect that neglect or abuse of a client has occurred are obliged by law to report this to the authorities. **For the safety of the client, this must be done immediately. Call the Employer of Record office. Children's Protective Services will then be contacted in accordance with legal guidelines.** Every effort to maintain the anonymity of the Respite Care Provider will be implemented.

**11. CAUSES FOR IMMEDIATE DISMISSAL** - The following is a list of situations involving serious misconduct that would result in an employee's immediate dismissal. Serious misconduct includes, but is not limited to, the following:

- Conviction of a felony
- Threatening, intimidating, coercing physically, or psychologically abusing any staff member, client, volunteer, or anyone on agency premises or to anyone during the course of agency business
- Insubordination by using threatening or abusive language, other uncontrolled verbal outbursts of anger, or other rude and inappropriate behavior towards any staff member, client, volunteer, or to anyone on agency premises, or to anyone during the course of agency business
- Possessing a deadly weapon on agency premises, at the home of a client, or other work setting (CFID)
- Fighting on agency premises, in the home of a client, or other work setting
- Smelling of alcohol, or consumption, being under the influence. Possession, distribution or sale of alcohol or drugs on agency premises, in the home of a client, or other work setting (CFID)
- Sexual advances, suggestive comments or demanding sexual favors
- Willfully obstructing the flow of work
- Violating safety regulations or jeopardizing the safety of persons or property
- Breaking laws or regulations under which the agency operates
- Unauthorized possession, use of stolen property, equipment or funds of agency, employees, or clients
- Deliberate abuse, destruction or defacing of property or equipment
- Unauthorized disclosure of confidential information, including, but not limited to, financial information, client records, personnel records
- Falsification of information on employment application, records, reports, and timesheets
- Insubordination by refusing to obey instructions or perform work as directed
- Unsatisfactory report for a new employee during the first three \*(3) months of employment indicating unsuitability for the job duties
- Behaving in a manner as to place discredit on the agency or to destroy the image of the agency or the disabled
- Any other action which if made public would place discredit on the agency or the disabled.

# PAPERWORK PROCEDURES

## PROPERLY COMPLETING A TIMESHEET

1. USE BLUE OR BLACK INK ONLY. No pencils.
2. PRINT NEATLY AND LEGIBLY.
3. Record all information accurately. Make sure it is correct.
4. The parent/caregiver **must sign for each and every booking**. One signature crossing several lines is NOT permitted.
5. You **MUST** sign your name in the EMPLOYEE SIGNATURE box.
6. Complete one time sheet for each client you serve within the pay period. If you are watching two or more client siblings simultaneously, use one timesheet with all the client names on it. If you watch them individually, use separate timesheets.
7. All bookings for one client are listed on one time sheet per pay period.
8. DO NOT put more than one (1) month on a timesheet.
9. There are two pay periods per month: 1<sup>st</sup>-15<sup>th</sup> and 16-30/31<sup>st</sup>.

<u>You Work</u> 1 <sup>st</sup> -15 <sup>th</sup>	→	<u>Timesheets received in office by</u> 20 <sup>th</sup>	→	<u>Payday</u> 30/31 <sup>st</sup>
16 <sup>th</sup> - 30/31 <sup>st</sup>	→	5 <sup>th</sup>	→	15 <sup>th</sup>

Example of Timesheet

## INCIDENT REPORTING

An Incident Documentation Form is to be completed by all Respite Care Providers if they themselves get injured, if the client gets injured during respite or has a seizure. You would fill out this form if you encounter:

- You, as the RCP, get injured
- The client gets injured
- The client has an unexpected seizure
- Abuse or harassment

If an incident occurs:

1. Call BRC IMMEDIATELY
2. Download, print, and fill out an incident documentation form
3. Mail or Deliver it to BRC immediately to the office address

Example of Incident Documentation Form

## GUIDELINES FOR ASSISTING WITH A CLIENT'S MEDICATION

For oral medications, legal guidelines state that the parent is responsible for the dosage of medication to be given. The Respite Care Provider can assist by giving the pre-measured amount of medication(s) to the client at the specific time(s) the parent has instructed the provider to do so.

*The procedure for assisting with medication is as follows:*

**Parent:** Each time your child requires medication, pre-measure the amount of pills, place them in a zip-lock baggie and label with the exact time(s) to be given. This should be done with prescription and non-prescription medication. Liquid medications need to be pre-measured (or the fill amount pre-marked on the bottle or dosage vial) and labeled with the exact time to be given.

**Respite Care Provider:** Go over the parent's instructions for assisting with the client's medication. **Be sure to go over the instructions for assisting with medication every time you do a respite booking. Never assume that the medication and/or dosage has not changed.**

## ADDITIONAL POLICIES/STANDARDS/RESPONSIBILITIES CONFIDENTIALITY AGREEMENT

**Client Confidentiality.** Medical records and information regarding clients' care may be read, shared, or discussed only within specific guidelines. I will maintain strict confidentiality with regards to information concerning clients, their diagnosis, their care, and their client record.

**Respite Meetings with Program Staff.** If attending a meeting with a supervisor, I recognize that confidentiality is vital to the free and candid discussions necessary to effectively discuss agency activities. Preservation of this confidentiality is the policy of this agency and its staff. I will respect and maintain the confidentiality of all discussions, records, and other information generated in connection with agency meeting activities.

**Business Affairs.** In the course of my employment with this agency, I may have access to and become acquainted with information of a confidential, proprietary or sensitive nature, which is or may be either applicable or related to the present or future business of the company. Such information includes, but is not limited to processes, compilations of information, and other related records, and I will not disclose, directly or indirectly, any business affair of the company.

I further understand and agree that:

Private and confidential information is protected by state, federal, and other regulations. Such information may not be discussed outside my department or the company unless I am required to do so in the course of my work.

Access to information is restricted and is to be used only in the performance of my assigned duties. I must not seek client or other sensitive information not related to the performance of my duties.

I have the responsibility to report any apparent breaches of confidentiality to my immediate supervisor.

I am fully responsible to adhere to all aspects of this Confidentiality Agreement and I will be subject to disciplinary actions in accordance with the company's policy for any violations thereof.

### **CHILD AND ELDER/DEPENDENT ADULT ABUSE REPORTING LAW ACKNOWLEDGMENT**

I have received information regarding Child and Elder abuse. I have read and understood it. I also understand that I am a state mandated reporter and will immediately report any suspicious behavior/activities to my supervisor.

### **SEXUAL HARASSMENT ACKNOWLEDGMENT**

I have received information regarding Sexual Harassment. I have read and understood it. I also understand that I am to report any harassing behavior/activities to my supervisor.

### **NON-DISCRIMINATION POLICY**

Pursuant to Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, and implementing regulations, 45 C.F.R. Part 80, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, and implementing Regulations, 45 C.F.R. Part 91, this agency adheres to an equal opportunity policy for all clients seeking respite care. The facility does not discriminate because of race, color, national origin, disability, or age. With regard to employment, this agency does not discriminate on the basis of disability; in addition, there is no discrimination on the basis of race, color, and national origin where such discrimination would have a discriminatory effect on beneficiaries.

For Further information or to file a complaint, contact the Service Coordinator for Employer of Record at (707) 644-4491.

## **STANDARDS OF CONDUCT**

The following misconduct may result in discipline up to and including discharge: flagrant misconduct, violation of the agency's policies or safety rules, insubordination, poor attendance, substance abuse, poor performance, theft or dishonesty, physical harassment, sexual harassment or disrespect toward fellow employees, visitors, or other members of the public. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Disciplinary action may include a verbal warning, written warning, suspension without pay and discharge. The agency will determine the appropriate disciplinary action imposed. The agency does not guarantee that one form of action will necessarily precede another.

## **CLIENT AND PUBLIC RELATIONS**

Our agency's reputation has been built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that clients have toward our company may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a client for granted, but when we do, we run the risk of losing not only the client, but his or her associates, friends or family who may also be a client or prospective client.

Each employee must be sensitive to the importance of providing courteous treatment in all relationships.

## **DRUG-FREE WORK PLACE PROCEDURE**

In compliance with the regulations published January 31, 1989, of the Drug-Free Workplace Act of 1988, 34CFR, Part 85, Subpart F, this agency prohibits the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by its employees. It will be the employee's responsibility to notify the agency within five (5) days after conviction of a criminal drug violation, which occurred at the workplace. The following disciplinary action will be taken within thirty (30) days by the agency against any employee who violates these prohibitions:

1. Require satisfactory participation by the employee in a drug abuse assistance of rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Or,

2. Appropriate personnel action up to and including termination.

## PREVENTING WORKPLACE VIOLENCE POLICY

Bay Respite Care is committed to providing a safe, violence-free workplace and strictly prohibits employees, consultants, customers, visitors, or anyone else on Agency premises or engaging in an Agency-related activity from behaving in a violent or threatening manner. As part of this policy, Bay Respite Care seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence even prior to any violent behavior occurring.

Workplace violence includes:

1. Threats of ANY kind (whether or not they may be joking);
2. Threatening or violent behavior, such as intimidation of or attempts to instill fear in others;
3. Other behavior that suggests a propensity towards violence. This can include belligerent speech, excessive arguing or swearing, theft or sabotage of Agency property, or a demonstrated pattern of refusal to follow Agency policies and procedures;
4. Defacing Agency property or effecting physical damage as to the facilities; or
5. With the exception of security-personnel, bringing weapons or firearms of any kind on Agency premises, in Agency parking lots, or while conducting Agency business.

If any employee observes or becomes aware of such actions or behavior by an employee, customer, consultant, visitor, or anyone else, they should notify the Employer of Record office immediately. In case of an emergency, dial “911.”

Further, an employee should notify the Employer of Record office if any restraining order is in effect, or if a potentially violent nonwork-related situation exists which could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, Bay Respite Care will inform the reporting individual of the results of the investigation. To the extent possible, Bay Respite Care will maintain the confidentiality of the reporting employee and of the investigation but may need to disclose results in appropriate circumstances in order to protect individual safety. Bay Respite Care will not tolerate retaliation against any employee who reports workplace violence in good faith.

If Bay Respite Care determines that workplace violence has occurred, Bay Respite Care will take appropriate corrective action and will impose discipline upon offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, and reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, Bay Respite Care will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.