



# Employee Handbook & Training Manual

**01/01/2020**

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## Table of Contents

<b>Policy</b>	<b>Effective Date:</b>
<b>INTRODUCTION</b>	
010 Title Page.1	01/01/2020
020 Employee Welcome Message	01/01/2020
025 Employee Relations Philosophy	
030 Company Culture	01/01/2020
035 Organization Description	01/01/2020
040 Introductory Statement	01/01/2020
045 Client Relations Statement	01/01/2020
050 Employee Acknowledgement Form	01/01/2020
055 Proprietary Rights and Non-Solicitation Agreement	01/01/2020
<b>EMPLOYMENT</b>	
101 Nature of Employment	01/01/2020
102 Employee Relations	01/01/2020
103 Equal Employment Opportunity	01/01/2020
104 Business Ethics and Conduct	01/01/2020
107 Immigration Law Compliance	01/01/2020
108 Conflicts of Interest	01/01/2020
112 Non-Disclosure	01/01/2020
114 Disability Accommodation	01/01/2020
<b>EMPLOYMENT STATUS &amp; RECORDS</b>	
201 Employment Categories	01/01/2020
202 Access to Personnel Files	01/01/2020
203 Employment Reference Checks	01/01/2020
204 Personnel Data Changes	01/01/2020
205 Probationary Period	01/01/2020
208 Employment Applications	01/01/2020
209 Performance Evaluation	01/01/2020
<b>EMPLOYEE BENEFIT PROGRAMS</b>	
301 Employee Benefits	01/01/2020
303 Vacation Benefits	01/01/2020
305 Holidays	01/01/2020
306 Workers' Compensation Insurance	01/01/2020
307 Sick Leave Benefits	01/01/2020
309 Bereavement Leave	01/01/2020
310 Time Off to Vote	01/01/2020
311 Jury Duty	01/01/2020
313 Health Insurance Benefits Continuation (COBRA)	01/01/2020

316 Benefits Continuation (COBRA) 01/01/2020

**PAYROLL/TIMEKEEPING**

401 Timekeeping 01/01/2020  
403 Paydays 01/01/2020  
408 Pay Advances 01/01/2020  
409 Administrative Pay Corrections 01/01/2020  
410 Pay Deductions and Setoffs 01/01/2020  
411 Employment Termination 01/01/2020

**SAFETY AT WORK**

501 Safety 01/01/2020  
502 Use of Phone and Mail Systems 01/01/2020  
503 Cellular Phones and Digital Devices 01/01/2020  
504 Email, Voice Mail, Computer Systems 01/01/2020  
505 Personal Blogs 01/01/2020  
506 Smoking/Smokeless Tobacco Usage 01/01/2020  
507 Work Schedules 01/01/2020  
508 Rest and Meal Periods 01/01/2020  
509 Overtime 01/01/2020  
510 Use of Equipment and Vehicles 01/01/2020  
511 Non Solicitation/Distribution 01/01/2020

**LEAVES OF ABSENCE**

605 Military Leave 01/01/2020  
606 Pregnancy Disability Leave 01/01/2020  
607 Medical Leave 01/01/2020  
608 Florida State Disability Insurance 01/01/2020  
609 Florida State Paid Family Leave Insurance 01/01/2020  
610 Time Off for Religious Reasons 01/01/2020  
611 School Disciplinary Action 01/01/2020  
612 Leave of Absence: General Provisions 01/01/2020

**EMPLOYEE CONDUCT & DISCIPLINARY ACTION**

701 Employee Conduct and Work Rules 01/01/2020  
702 Drug and Alcohol Use 01/01/2020  
703 Sexual and Other Unlawful Harassment 01/01/2020  
704 Attendance and Punctuality 01/01/2020  
705 Personal Appearance 01/01/2020  
706 Jewelry/Pins/Buttons Policy 01/01/2020  
707 Security Inspections 01/01/2020  
708 Drug Testing 01/01/2020  
710 Solicitation 01/01/2020  
713 Progressive Discipline 01/01/2020  
714 Problem Resolution 01/01/2020

716 Return of Property	01/01/2020
718 Resignation	01/01/2020
722 Workplace Etiquette	01/01/2020

**TRAINING****Effective Date:****JOB DESCRIPTIONS**

T01 Job Descriptions	01/01/2020
T02 Employment Agreement	01/01/2020
T03 List of Services	01/01/2020
T04 Prohibited Services	01/01/2020

## The Care Plan Book

T05 Emergency Services	01/01/2020
T06 The Care Plan	01/01/2020
T07 Assessment	01/01/2020
T08 Documentation	01/01/2020
T09 Safety Checklist	01/01/2020
T10 Success Tips	01/01/2020
T11 First Day with a Client	01/01/2020
T12 Client Services Basic	01/01/2020



## Welcome to RIGHT ACCORD!

We are delighted you have decided to join our staff and help seniors live independently at home for as long as possible.

We believe that each employee contributes not only to RIGHT ACCORD growth and success but also to the improvement and quality of life for seniors. We hope you will take pride in being a member of our team.

This handbook contains our policy and training materials. We will review some of them today. It is important that you familiarize yourself with all the information presented here. If you still have materials to submit as a condition of your employment, please submit them as soon as possible to enable us to place all documents in your personnel file.

We hope that your experience here will be challenging, enjoyable, and rewarding.

Again, welcome!

Sincerely,

Rose Marie Tamunday-Casanova, RN, BSN, MHA  
Administrator



## **OUR EMPLOYEE RELATIONS PHILOSOPHY**

RIGHT ACCORD is an innovative, growing Company whose success is built on the combined efforts of employees and management. We value the hard work and dedication of our caregivers and staff and promote a work environment built on mutual respect and loyalty.

We are proud of our good relationship with employees and would like to maintain that relationship free from outside interference. For this reason, we do not think it is in the best interests of employees or the Company to have outside intervention from a potentially adversarial third party. We value our ability to communicate one on one with our employees and will strive to protect that relationship.

It is important that employees of RIGHT ACCORD understand that a union authorization card is a legally binding document by which they can sign away their rights of individual freedom in the workplace for exclusive representation by a union. We encourage our employees to think carefully before signing a union authorization card.



## COMPANY CULTURE

RIGHT ACCORD is a growing innovative company whose unprecedented progress has been achieved by the mutual efforts of employees and management without outside influence or interference.

We do not think it is in the best interest of the employees or the company that any intervention takes place by a potentially adversarial third party.

We value our ability to communicate one on one with our employees and will do everything within our legal rights to protect that relationship.



## ORGANIZATION DESCRIPTION

### I. Services Provided:

RIGHT ACCORD specializes in providing in-home care for the elderly. We offer many in-home services including companionship, light housekeeping, laundry, meal planning and preparation, incidental transportation, errand running, personal bathing and grooming assistance.

### II. The History of Right Accord:



**Rosemarie Tamunday-Casanova,  
RN, BSN, CCRN, LNC, MHA**

At a very early age, Rosemarie Tamunday-Casanova was the primary caregiver for her ailing father. She spent countless hours at the hospital after school participating in both his personal care as well as his medical needs so her mother could work to support the family. Her father passed away and five years later, she did the same to her aging grandmother. By the time she reached age 19 she had earned her nursing degree. Too young to be hired in this profession, she went to work for a pharmaceutical company.

Her passion for medical caregiving continues as evidenced by her education and experience in the industry.

Rosemarie earned her RN degree in the Philippines. She moved to the U.S. in 1985 after passing a series of four U.S. Visa and Nursing Education test for foreign nurses.

RIGHT ACCORD Private Duty – Home Health Care, LLC was established in Sarasota, Florida in May 2007 because Rosemarie saw the tremendous need for professionals at home care services.

Rosemarie is an active member of the community. She is involved as Eucharistic Minister for the sick and homebound at St. Thomas More



Catholic Church, bringing Catholic services and Holy Communion every Thursday.

As a Siesta Key Kiwanis Club Member, she volunteers for meals on wheels, boys and girls club, taxi service and fund raising events.

Rosemarie is a Chairperson for Siesta Key Chamber of Commerce Senior Outreach Committee with the goal of connecting seniors and their families with the community by offering education and resources important to aging.

Internationally, she contributes in Gawad Kalinga (GK Programs) - a non-profit organization in the Philippines that aims to address and improve the quality of life of the poorest of the poor. She also contributes to the University of the Philippines annual medical mission conducted by U.S. based physicians and nurses who performs surgeries on indigent patients in the Philippines.

Currently, she is working with Philippine based university to organize and fund a scholarship program for the aspiring but underserved young men and women who wish to become nurses.

**RN-Registered Nurse; BSN-Bachelor of Science in Nursing; CCRN-Critical Care Registered Nurse; LNC-Legal Nurse Consultant; MHA-Masters in Health Administration**

### **III. Management Philosophy:**

Our mission is to help seniors remain independent in their own homes as long as possible. We seek to improve the quality of senior life through dependable, caring service and thereby protect the dignity of seniors amid the decline of their physical and mental faculties. We further commit ourselves to assist the families of seniors who struggle with their complex responsibilities while caring for elder parents.

### **IV. Vision:**

RIGHT ACCORD team envisions a world in which senior citizens can age gracefully, socialize frequently, and live confidently. We reject the idea that seniors have nothing to expect but isolation, malnutrition, institutionalization, and indignity. We will not allow them to become third-world citizens in a first-world nation.

We choose to make a positive difference in the aging experience. Right Accord team will perform its collective duties with confidence, concern, commitment, cheerfulness and care. We will treat every contact as a friend, every client as family and perform every task as an honor.

### **VI. Organization chart**

See attached chart



## INTRODUCTORY STATEMENT

This handbook is designed to acquaint you with RIGHT ACCORD and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. It also contains training material that can be referred to as needed. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by Right Accord to benefit employees. One of our objectives is to provide a work environment conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about policy. As RIGHT ACCORD continues to grow, the need may arise and Right Accord reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. The only exception to any changes is our employment-at-will policy permitting you or Right Accord to end our relationship for any reason at any time. Employees will, of course, be notified of such changes to the handbook as they occur.



## CLIENT RELATIONS

Clients are among our organization's most valuable assets. Every employee represents RIGHT ACCORD to our clients and the public. The way we do our jobs presents an image of our entire organization. Clients judge all of us by how they are treated with each employee contact.

Therefore, one of our first business priorities is to assist any existing or potential clients. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention you give to clients.

Our personal contact with the public, our manners on the telephone, and the communications we send to clients are a reflection not only of ourselves, but also of the professionalism of RIGHT ACCORD.

Positive client relations not only enhance the public's perception or image of Right Accord, but also pay off in greater client loyalty and increased revenues.



## EMPLOYEE ACKNOWLEDGEMENT FORM

The employee handbook describes important information about Right Accord. I understand that I should consult the owner regarding any questions not answered in the handbook. I have entered into my employment relationship with RIGHT ACCORD voluntarily and acknowledge that there is no specified length of employment. Accordingly, either Right Accord or I can terminate the relationship at will, with or without cause, at any time, as long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to Right Accord's policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the chief executive officer of RIGHT ACCORD has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

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EMPLOYEE'S NAME (printed):

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EMPLOYEE'S SIGNATURE:

---

DATE:



## PROPRIETARY RIGHTS, PROPRIETARY INFORMATION AND NON-SOLICITATION AGREEMENT

This Agreement is between \_\_\_\_\_  
(hereinafter called "Employee"), and RIGHT ACCORD ("Employer").

**WHEREAS**, Employer has and will acquire and develop confidential information which it wishes to protect from improper use and disclosure; and

**WHEREAS**, Employee as an employee of Employer will have access to confidential information of Employer and may acquire or develop additional confidential information that will belong to and be confidential information of Employer;

**NOW, THEREFORE**, it is agreed as follows:

### 1. PROPRIETARY RIGHTS

Employee hereby acknowledges that all reports, plans, assessments, names, contact information, telephone numbers and other information gathered by Employee as an employee of Employer will be the property of Employer and that Employer shall be the sole and exclusive owner of such property.

### 2. PROPRIETARY INFORMATION

Proprietary Information of Employer may be disclosed to Employee in oral and written form by Employer and by agents or other employees of Employer. Employee's permitted use of the Proprietary Information shall be solely for the purposes of Employee's performing Employee's work for Employer.

For the purposes of this Agreement, "Proprietary Information" shall mean information which Employee develops or acquires in the course of employment by Employer, or which Employer discloses to Employee and wishes to maintain in confidence including, without limitation

- business ideas, concepts, plans and proposals
- business processes and procedures
- computer and software passwords, codes and program information
- financial information
- sales or marketing information and strategies
- pricing information
- compensation data
- labor relations strategies
- referral source lists
- client lists, including current, past and potential client lists
- client information, including names, phone numbers and preferences
- employee information including names, phone numbers and preferences
- training methods or information

Such information is Proprietary Information protected under this agreement, whether or not such information is protectable by copyright, patent, trade secret, or other method of protection. Failure by Employer to mark Protected Information as such or as confidential or proprietary information shall not affect its status as Proprietary Information under this Agreement.

It is acknowledged by the parties that specific Proprietary Information is not entitled to protection as Proprietary Information if it is (1) publicly available information, (2) already known to Employee, as evidenced by documentation, prior to employment by Employer, or (3) becomes known to Employee without breach of this Agreement by Employee or breach of any other obligation of confidentiality by any other party.

Employee agrees, for so long as Proprietary Information is maintained in confidence by Employer, to hold Proprietary Information in trust and confidence and to make no use of Proprietary Information except for the use for which it was disclosed, and to refrain from and protect the Proprietary Information from disclosure.

Specifically, but without limitation, Employee agrees not to contact clients, vendors or employees of employer or to make private arrangements with clients or provide care independently to clients, using any information that is the property of Employer including but not limited to client information, potential client information, vendor information, and employee information. This prohibition continues during Employee's employment and for two years after leaving the employ of Employer.

In the event Employee derives an economic benefit, in any form, from a violation of Employee's obligations under this Agreement, it is hereby agreed that a portion of such economic benefit belongs to Employer. Employee agrees to compensate Employer immediately upon Employer's request, the amount of 45% of any monies received by Employee from the use of Employer's proprietary information.

Employee agrees to keep Proprietary Information in the strictest confidence, and will not disclose it by any means to any person except with Employer's approval, and only to the extent necessary to perform services for Employer. Upon termination of employment under any circumstances, Employee will return any confidential information in Employee's possession to Employer.

Employee agrees to make no copies, or partial copies of any Proprietary Information for any purpose other than the purposes for which the Proprietary Information was disclosed to Employee, and, in particular, but without limitation, to make no copies or partial copies for the purpose of supplying them to others.

Employee agrees that all obligations of Employee with respect to Employer Proprietary Information shall also extend to confidential and/or proprietary information belonging to clients and suppliers of Employer which disclose such information to Employer or Employee as an employee of Employer. Employee shall not use such third-party information for the benefit of anyone other than

Employer or such third party, or in any manner inconsistent with Employer's agreement with such third party.

3. **NON-SOLICITATION**

While this Agreement is in force, and for a period of two years following termination of employment, Employee will not solicit or hire away any of Employer's employees or contractors Employee became aware of as a result of performing services for Employer. In the event Employer ceases doing business or changes its business so that the identity, contacts, requirements and other information regarding Employer's clients, potential clients, employees, and contractors under this Paragraph are no longer subject to protection as Proprietary Information by Employer or a successor to Employer, this Paragraph shall no longer be binding upon Employee. As an employee of RIGHT ACCORD, you hereby agree not to solicit or provide your services to the Client or their Families or compete by offering your own services. You hereby agree not to recommend Client or family to use another agency or you agree to go with the other agency the client or family chooses. You will be liable for non-compete charges, Attorney fees, Referral Fees, economic damages and other related fees payable to RIGHT ACCORD. A Referral Fee of \$15,000 charged to Client and \$15,000 charged to employee if this policy is violated.

4. **AT-WILL EMPLOYMENT**

Employee acknowledges that this Agreement is not an employment contract, and nothing in this Agreement creates any right to continuous employment by Employer, or to employment for any particular period of time.

5. **WAIVER**

The waiver by Employer of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other OR subsequent breach.

6. **SURVIVAL**

The terms of this Agreement shall survive any termination of Employee's employment.

7. **SEVERABILITY**

Each provision of this Agreement shall be construed as separable and divisible from every other provision. If any one or more of the provisions contained herein, or the application thereof to any person or circumstance for any reason is held to be invalid, illegal, or unenforceable in any respect, then such provision(s) shall be enforced to the maximum extent permissible, and the remaining provisions of this Agreement shall be unaffected thereby and will remain in full force and effect.

8. **ATTORNEY FEES**

In the event of any lawsuit permitted under this Agreement seeking to enforce any or all of the terms of this Agreement and/or seeking emergency injunctive relief, the prevailing party shall be entitled to recover its costs, expenses and reasonable attorney fees, both at trial and on appeal, in addition to all other sums allowed by law.

**IN WITNESS THEREOF**, the parties hereto have executed and delivered this Agreement.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rosemarie Tamunday, Administrator

\_\_\_\_\_  
Date





## **Policies and Procedures**



# **EMPLOYMENT:**

## **101 Nature of Employment**

This handbook is intended to provide employees with a general understanding of our personnel policies. Employees are encouraged to familiarize themselves with the contents of this handbook, for it will answer many common questions concerning employment with RIGHT ACCORD.

However, this handbook cannot anticipate every situation or answer every question about employment. It is not an employment contract and is not intended to create contractual obligations of any kind. Neither the employee nor Right Accord is bound to continue the employment relationship if either chooses, at its will, to end the relationship at any time.

In order to retain necessary flexibility in the administration of policies and procedures, Right Accord reserves the right to change, revise, or eliminate any of the policies and/or benefits described in this handbook, except for its policy of employment-at-will. The only recognized deviations from the stated policies are those authorized and signed by the Owner of RIGHT ACCORD.

## **102 Employee Relations**

Right Accord believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that RIGHT ACCORD amply demonstrates its commitment to employees by responding effectively to employee concerns.

### **103 Equal Employment Opportunity**

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at RIGHT ACCORD will be based on merit, qualifications, and abilities. RIGHT ACCORD does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, or any other characteristic protected by law.

This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Administration Office. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

### **104 Business Ethics and Conduct**

The successful business operation and reputation of RIGHT ACCORD is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of RIGHT ACCORD is dependent upon our clients' trust and we are dedicated to preserving that trust. Employees owe a duty to Right Accord and its clients to act in a way that will merit the continued trust and confidence of the public.

RIGHT ACCORD will comply with all applicable laws and regulations and expects its employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and, if necessary, with the owner for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every employee of RIGHT ACCORD.

## **107 Immigration Law Compliance**

RIGHT ACCORD is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with RIGHT ACCORD within the past three years, or if their previous I-9 is no longer retained or valid.

## **108 Conflicts of Interest**

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which RIGHT ACCORD wishes the business to operate. The purpose of these guidelines is to provide general direction such that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the Administration Office for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of RIGHT ACCORD's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside clients or senior care firms. However, if employees have any influence on transactions involving senior care agreements it is imperative that they disclose to an officer of Right Accord as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Employees are specifically prohibited from making private arrangements with or provide care independently to any RIGHT ACCORD client during their

employment with RIGHT ACCORD and for one year after leaving the employ of RIGHT ACCORD.

This includes participating in your own business or as a co-owner, officer, consultant, independent contractor, employee or agent of another competitor of Right Accord that is similar in nature.

Any violation of this policy will result in termination of employment.

Non-Solicitation Agreement and its provisions is applied.

### **112 Non-Disclosure**

The protection of confidential business information and trade secrets is vital to the interests and the success of RIGHT ACCORD. Such confidential information includes, but is not limited to, the following examples:

- pending services and proposals
- referral source lists
- compensation data
- computer processes
- computer programs and codes
- customer lists
- customer preferences
- financial information
- labor relations strategies
- marketing strategies

All employees may be required to sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

### **114 Disability Accommodation**

RIGHT ACCORD is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures have been reviewed and provide persons with disabilities

meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression and seniority lists. Leave of all types will be available to all employees on an equal basis.

Right Accord is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. RIGHT ACCORD will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. RIGHT ACCORD is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.



# EMPLOYMENT STATUS & RECORDS:

## 201 Employment Categories

It is the intent of RIGHT ACCORD to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and Right Accord.

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws.

NONEXEMPT employees are those employees who are paid on an hourly basis. They are entitled to overtime pay under the specific provisions of federal and state laws.

EXEMPT employees are those working as salaried employees usually in an administrative or management capacity. As such they are excluded from specific provisions of federal and state wage and hour laws.

An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by Right Accord management.

Employees will receive all legally mandated benefits such as workers' compensation insurance and Social Security.

## 202 Access to Personnel Files

Right Accord maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of RIGHT ACCORD, and access to the information they contain is restricted. Generally, only supervisors and management personnel of Right Accord who have a legitimate reason to review information in a file are allowed to do so.

With reasonable advance notice, employees may review their own personnel files in RIGHT ACCORD's offices and in the presence of an individual appointed by Right Accord to maintain the files.

### **203 Employment Reference Checks**

To ensure that individuals who join RIGHT ACCORD are well qualified and have a strong potential to be productive and successful, it is the policy of RIGHT ACCORD to check the employment references of all applicants. Some positions require that Motor Vehicle record checks, E-Verify, County and Criminal Record investigations be conducted.

RIGHT ACCORD will respond to all reference check inquiries from other employers. Responses to such inquiries will be limited to factual information that can be substantiated by Right Accord records.

### **204 Personnel Data Changes**

It is the responsibility of each employee to promptly notify RIGHT ACCORD of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personnel data has changed, notify the Administration Office.

### **205 Probationary Period**

The probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. RIGHT ACCORD uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or RIGHT ACCORD may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.

All new and rehired employees work on an introductory basis for the first 90 calendar days after their date of hire. Any significant absence will automatically extend an introductory period by the length of the absence. If RIGHT ACCORD determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended for a specified period.



During the probationary period new employees are eligible for those benefits required by law including Workers Compensation Insurance and Social Security.

Upon satisfactory completion of the probationary period, employees enter the "regular" employment classification.

## **208 Employment Applications**

RIGHT ACCORD relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

## **209 Performance Evaluation**

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Performance evaluations are scheduled annually unless a Performance Improvement Plan (P.I.P.) is initiated by the supervisor. If a P.I.P is initiated, 30, 60 or 90-day performance evaluations will be conducted at the supervisor's discretion and determined by the nature of the performance problem.

Merit-based pay increases are awarded by RIGHT ACCORD in an effort to recognize truly superior employee performance. The award of such increase is based upon numerous factors, at the company's discretion and includes information obtained from clients and other sources.



## 301 Employee Benefits

Eligible employees at RIGHT ACCORD are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification (Office Staff and Caregivers). Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs are available to eligible employees (Full Time Only Office Staff). "Eligible" employees mean employees who worked with RIGHT ACCORD for a minimum of one year in a full time capacity with minimum of 40 hours work per week.

- Bereavement Leave
- Family Leave
- Holidays
- Vacations
- Jury Duty Leave
- Sick Leave Benefits

Some benefit programs require contributions from the employee, but most are fully paid by RIGHT ACCORD.

## 303 Vacation Benefits

Vacation time off with pay is available to eligible Full time Office Staff employees only (excludes Caregivers) to provide opportunities for rest, relaxation, and personal pursuits.

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedule:

- After the first year of full time employment and upon initial eligibility, the employee is entitled to 5 paid vacation days each year.
- After 3 years of eligible service the employee is entitled to 10 vacation days each year.

- After 6 years of eligible service the employee is entitled to 15 vacation days each year.

The length of eligible service is calculated on the basis of a "calendar year." The calendar year runs from January 1<sup>st</sup> to December 31<sup>st</sup>. The eligible employee starts to earn vacation time after successful probationary period and is pro-rated from start of employment. An employee's year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. Earned vacation time is available for use in the year following its accrual.

Paid vacation time can be used in minimum increments of one day. To take vacation, employees should request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the benefit year, employees will forfeit the unused time.

Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work.

### **305 Holidays**

RIGHT ACCORD recognizes the holidays listed below:

- New Year's Day (January 1)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Christmas (December 25)

RIGHT ACCORD will grant paid holiday time off to all full-time employees' classification. Holiday pay will be calculated based on the employee's straight-

time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

Exempt employees who are required to work a recognized holiday will be paid a rate one and a half times their normal salary for one work day (as of the date of the holiday).

To be eligible for holiday pay, employees must work the last scheduled day immediately preceding, and the first scheduled day immediately following the holiday.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

Paid time off for holidays will be counted as hours worked for the purposes of determining whether overtime pay is owed.

### **306 Workers' Compensation Insurance**

RIGHT ACCORD provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither RIGHT ACCORD nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by RIGHT ACCORD.

### **307 Sick Leave Benefits**

RIGHT ACCORD provides paid sick leave benefits to eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification(s):

- Regular full-time employees (Office Staff Only) Excludes Caregivers

Eligible employees will accrue sick leave benefits at the rate of 3 days per year (.25 of a day for every full month of service). Sick leave benefits are calculated on the basis of a "benefit year," the 12-month period that begins when the employee starts to earn sick leave benefits.

Paid sick leave can be used in minimum increments of one day. An eligible employee may use sick leave benefits for an absence due to his or her own illness or injury, or that of a child, parent or spouse of the employee.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contacted on each additional day of absence.

Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence.

### **309 Bereavement Leave**

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately.

Up to 3 days of paid bereavement leave will be provided to eligible employees in the following classification(s):

- Regular full-time employees (Office Staff only) Excludes Caregivers

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary.

RIGHT ACCORD defines "immediate family" as the employee's spouse, parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren.

If employees require time off for mourning of a death that does not qualify for bereavement leave, they are free to use any available paid personal leave or to request leave without pay.

### **310 Time Off to Vote**

RIGHT ACCORD encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their nonworking hours because of their work schedule, RIGHT ACCORD will grant up to 2 hours of paid time off to vote.

Employees should request time off to vote from their supervisor at least two working days prior to Election Day.

Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

### **311 Jury Duty**

Right Accord encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees in an eligible classification may request up to 2 weeks of paid jury duty leave over any 2-year period.

Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. Employee classifications that qualify for paid jury duty leave are:

- Regular full-time employees – Office Staff only (Excludes Caregivers)
- Regular part-time employees – Office Staff only (Excludes Caregivers)

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off (for example, vacation benefits) or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

Either RIGHT ACCORD or the employee may request an excuse from jury duty if, in RIGHT ACCORD's judgment, the employee's absence would create serious operational difficulties.

Vacation, sick leave, and holiday benefits will continue to accrue during unpaid jury duty leave.

### **313 Health Insurance**

RIGHT ACCORD's health insurance plan provides employees and their dependents access to medical insurance benefits after serving one year of employment. Employees in the following employment classifications are eligible to participate in the health insurance plan:

- Regular full-time employees (Full Time Employees Only)

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between Right Accord and the insurance carrier.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) policy for more information.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the Administrative Office for more information about health insurance benefits.

### **316 Benefits Continuation (COBRA)**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under RIGHT ACCORD's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at Right Accord's group rates plus an administration fee. Right Accord provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under Right Accord's health insurance plan. The notice contains important information about the employee's rights and obligations.



# **TIMEKEEPING & PAYROLL:**

## **401 Timekeeping**

It is the employees' responsibility to arrive on time for duties as outlined in the job description.

Overtime work must always be approved before it is performed.

Employees who are unable to report to work on time due to illness or injury should notify their direct supervisor before the scheduled start of their workday if possible.

## **403 Paydays**

All employees are paid weekly every Friday. Each pay run will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on a holiday, employees will be paid on the first day of work following the regularly scheduled payday.

Payment will be made by an outside payroll company. We encourage all employees to be paid by direct deposit. Payslips and checks (if applicable) will be mailed out on the Friday.

## **408 Pay Advances**

Right Accord does not provide pay advances on unearned wages to employees.

## **409 Administrative Pay Corrections**

Right Accord takes all reasonable steps to ensure that employees receive the correct amount of pay in each pay run and that employees are paid promptly on the scheduled pay day.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Administrative Office so that corrections can be made as quickly as possible.



## **410 Pay Deductions and Setoffs**

The law requires that RIGHT ACCORD make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. Right Accord also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." RIGHT ACCORD matches the amount of Social Security taxes paid by each employee.

RIGHT ACCORD offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

Pay setoffs are pay deductions taken by Right Accord, usually to help pay off a debt or obligation to RIGHT ACCORD or others. Such setoffs include wage garnishment due to legal judgments.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, your supervisor can assist in having your questions answered.

## **411 Employment Termination**

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation - voluntary employment termination initiated by an employee.
- Discharge - involuntary employment termination initiated by the organization.
- Layoff - involuntary employment termination initiated by the organization for non-disciplinary reasons.
- Retirement - voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

RIGHT ACCORD will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to RIGHT ACCORD, or return of property owned by RIGHT ACCORD. Suggestions, complaints, and questions can also be voiced.

Since employment with Right Accord is based on mutual consent, both the

employee and Right Accord have the right to terminate employment at will, with or without cause, at any time.

Employees must provide at least two weeks' notice of resignation to avoid disruption to the client. This will allow Right Accord to find a replacement Caregiver and to have orientation with the client before placement.

Employees will receive their final pay in accordance with applicable state law. In Florida, employees will receive final pay on the next scheduled payrun week of employment termination.

Employee benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.



## **501 Safety**

To assist in providing a safe and healthful work environment for employees, customers, and visitors, Right Accord has established a workplace safety program. This program is a top priority for Right Accord. The Administrative Office has responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

RIGHT ACCORD provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the Administrative Office or the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

## **502 Use of Phone and Mail Systems**

Personal use of telephones including cell phone usage, is discouraged while in the workplace. Employees should practice discretion when making personal calls and may be required to reimburse Right Accord for any charges resulting from their personal use of the telephone.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please gather as much information as possible, confirm details received from the caller, and hang up only after the caller has done so. Ensure all messages are documented and forwarded to the appropriate person.

The use of RIGHT ACCORD paid postage for personal correspondence is not permitted.

### **503 Cellular Telephones and Digital Devices**

Personal cellular telephones or pagers should be turned off during working hours. Company policy expressly prohibits the use of cellular telephones and receiving and/or sending text messages by employees while driving vehicles on Company business. Failure to comply with this policy may result in disciplinary action, up to and including termination. Right Accord accepts no responsibility for citations issued to an employee by any law enforcement agency while driving a vehicle on Company business.

RIGHT ACCORD recognizes that many cellular telephones have the capability to take photographs. Because this capability could allow for theft of trade secrets or expose confidential information, employees are prohibited from taking photographs anywhere on Company premises.

Camera telephones are not allowed in rest rooms, to take pictures of clients, or to be used to invade a client's or another employee's privacy. Other items covered under this policy include such devices as, but are not limited to, Palm Pilots, Blackberries, or other PDA's, iPods, Walkmans, and/or MP3 players.

### **504 E-Mail, Voice Mail, Internet Access and Computer Systems**

All company systems including all individual equipment (e.g., stand alone computer or hand-held device) are covered by this policy. These systems are important assets of the Company and have been installed/provided at substantial expense to facilitate business communications. The company respects the individual privacy rights of its employees; however, employee privacy does not extend to the employee's work-related conduct or to the use of Company provided equipment or supplies. The Company operates under this policy for several reasons including: (1) to ensure that these systems are only used for business purposes; (2) to follow-up on departing employees' work-in-progress; (3) to ensure that the confidentiality of its trade secrets is being preserved; (4) to monitor employee performance; (5) to maintain the systems and (6) to monitor our client service and relations with outside businesses. You should be aware that the following guidelines may affect your privacy in the workplace.

- Although each employee may have individual passwords to access these systems, the systems belong to the Company and the contents are to be accessible at all times by management for any business purpose. All system passwords must be available to Company management, and you may not use passwords that are unknown to your supervisor. The

systems may be subject to periodic unannounced inspections and should be treated like other shared filing systems. Of course, these systems are intended solely for business use. Employees should inform family members and friends not to use the systems for any confidential messages (e.g., confidential voice mail, email messages, instant messages or text messages).

- Do not assume that messages and files are confidential. The Company has the capability to access, review, copy and delete any messages sent, received or stored on the systems. The Company reserves the right to access, review, copy or delete all such messages for any purpose and to disclose them to any party (inside or outside the Company) it deems appropriate. The Company may utilize or override individual passwords or codes. Back-up copies of electronic messages and computer files are maintained and referenced for business and legal reasons.
- These systems may not be used in any manner that would be discriminatory, harassing or obscene, or for any other purpose which is illegal, against Company policy or not in the best interests of the Company. Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Company management. The Company reserves the right to access and review files and messages and to monitor the use of electronic (e-mail and internet) communications as is necessary to insure that there is no misuse or violation of Company policy or any law. Employees who misuse these communication systems will be subject to discipline up to and including termination.
- Employees may not install personal software in Company computer systems.
- Employees may not use the Company's logo, graphics, trademarks, slogans or any other Company content, except as part of authorized business activity.
- All electronic information created by any employee using any means of electronic communication provided by the Company is the property of the Company and remains the property of the Company.
- Use of email, the Internet, or any other electronic device/medium to copy and/or transmit any documents, software or other information protected by copyright laws is prohibited.
- Employees are prohibited from accessing or attempting to access the email, Internet, text message, instant message, voicemail system or any other electronic storage device of another user without management's prior authorization.

- Employees who use cellular phones and cordless phones should not use these methods for communicating confidential or sensitive information or any trade secrets.
- The use of the camera function of a Company-issued or individually owned cellular camera phone is strictly prohibited on Company premises and while on Company-related business, unless it is used for a lawful business purpose and the employee has prior written approval from the employee's supervisor. The use of cellular telephones or other hand-held devices for personal use is limited to non-paid break and meal periods provided that any such use does not disturb or interfere with any other employee's work. Phones, beepers and pagers carried for personal use must be set to an inaudible mode.
- Employees must exercise a greater degree of caution in transmitting the Company confidential information by e-mail, instant message, text message or any other means of electronic communication than they take with other means of communicating information, (e.g., written memoranda, letters or phone calls) because of the reduced human effort required to redistribute such information. Company confidential information should never be transmitted or forwarded to outside individuals or companies not authorized to receive that information and should not even be sent or forwarded to other employees inside the Company who do not need to know the information. Always use care in addressing e-mail messages, instant messages, text messages, or any other means of electronic communication to make sure that messages are not inadvertently sent to outsiders or the wrong person inside the Company. In particular, exercise care when using distribution lists to make sure that all addresses are appropriate recipients of the information. Individuals using lists should take measures to ensure that the lists are current. Refrain from routinely forwarding messages containing Company confidential information unless there is a clear business need to do so.
- Access to the Internet, Web sites and other types of Company-paid computer access are to be used for Company-related business only. Any information about the Company, its products or services, or other types of information that will appear in the electronic media about the Company must be approved by your supervisor before the information is placed on an electronic information source. Employees may not transmit or post any information that may harm the business or reputation of the Company or any of its employees.
- Any Company provided laptops, portable computers, hand-held devices, such as Blackberrys® or Palm Pilots® and any other electronic device are covered by this policy at all times. They are not to be used by

employees for personal business and are not to be connected to employees' personal Internet access accounts.

- Before using any personally owned computer or electronic device for Company-related business, you must receive approval from your supervisor. If approval is provided, an employee's personal computer or electronic device is subject to all inspection and Company protection portions of this policy vis-à-vis the Company related information.
- Employees cannot use added software or any mechanism available over the Internet in an attempt to permanently delete (or scrub) any file on any company computer or system, unless authorized in writing by Rosemarie Tamunday. Employees also cannot reformat any hard drive on any device without the written authorization of Rosemarie Tamunday.

### **505 Personal Blogs**

This policy describes the Company's guidelines with respect to publicly accessible communications via the Internet relating to the Company. This includes blogs, discussion forums, newsgroups and e-mail distribution lists. The Company respects the individual privacy rights of its employees and encourages open communication; however, activities in or outside of work that affect your job performance, the performance of others or Right Accords business interests are a proper focus of company policy. [Externally communicating about aspects of the Company that are part of your non-disclosure agreement is always forbidden and is grounds for immediate termination and legal action.] You should be aware that the following guidelines may affect your privacy in the workplace.

- Public communication concerning the Company must not violate any guidelines set forth in this handbook, whether or not you specifically identify yourself as an employee of the Company. The same principles and guidelines that apply to Company employees in general apply to your activities online.
- Employees are prohibited from disclosing sensitive, proprietary, confidential or financial information about the Company in a blog or other publicly accessible Internet forum. Further detail about information that is considered proprietary or confidential is provided in Policy [070] of your employee handbook.
- Employees may not communicate any material that violates the privacy rights of another employee. For example, ask permission to publish someone's picture or a conversation that may be private.
- Participation in blogs should not interfere with your work commitments.

The Company's computer systems and Internet access are intended to be used for business purposes only.

- If you identify yourself as a Right Accord employee or regularly or substantively discuss Right Accord publicly, you should make it clear that the views expressed in the blog are yours alone and do not necessarily represent the views of your employer.
- Employees must be respectful to the Company, fellow employees, clients, partners, and competitors. You may not post any material that is defamatory, libelous, threatening, harassing, abusive or embarrassing to another person or entity related to Right Accord.

Failure to follow these guidelines may result in disciplinary action, up to and including discharge. All employees are expected to exercise good judgment and restraint in their personal participation in blogging activity, discussion forums, and newsgroups and e-mail distribution lists. Employees are directed to ask their supervisor if they have any specific questions about what is appropriate to include in their blogs. [Employees should keep in mind that they may be held legally responsible for any content published on the Internet. Employees should also be mindful that even if they write anonymously or under a pseudonym, their identity can still be revealed.]

### **506 Smoking and/or Smokeless Tobacco Usage**

In keeping with Right Accord's intent to provide a safe and healthful work environment, smoking and/or the use of smokeless tobacco products is prohibited while on duty, unless agreed by the client but away from the residence.

### **507 Rest and Meal Periods**

Each workday, full-time employees are provided with 2 rest periods of 10 minutes in length. To the extent possible, rest periods will be provided in the middle of work periods. Since this time is counted and paid as time worked, employees must not be absent from their workstations beyond the allotted rest period time.

All full-time employees are provided with one half hour meal period each workday. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.



Caregivers should take their own food and beverages and politely ask the client where their food can be stored. Only accept meals with the client if offered.

### **508 Overtime**

When operating requirements or other needs cannot be met during regular working hours, employees will be given the opportunity to volunteer for overtime work assignments. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

### **509 Use of Equipment and Vehicles**

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

### **510 Non Solicitation/Distribution**

Persons who are employed by RIGHT ACCORD may not solicit or distribute literature on the premises of Right Accord at any time.

Employees of RIGHT ACCORD may not solicit or distribute literature during working time for any person. Working time means the working time of both the employee doing the soliciting or the distributing and an employee to whom the soliciting or distribution is directed. Working time does not include periods

such as meal or break times when the employees are not required to be working. Distribution of literature is not permitted at any time in working areas. Working areas means client's homes or places of residence and the Agency office. Provided, however, working areas do not include break rooms within the Agency office or areas outside the Agency office such as parking areas.

### **511 Work Schedules**

Work schedules for employees vary throughout our organization. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. eRSP should be used by the Caregiver to verify their schedules.



## LEAVE OF ABSENCE:

### 605 Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. In all cases a copy of military orders must be presented to substantiate the leave.

Employees will receive partial pay for two-week training assignments and shorter absences. Upon presentation of satisfactory military pay verification data, employees will be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty.

The portion of any military leaves of absence in excess of two weeks will be unpaid. However, employees may use any available paid time off for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or in a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Contact the Administrative Office for more information or questions about military leave.

## **606 Pregnancy Disability Leave**

Pregnancy Disability Leave is defined as a leave of absence for a disability related to an employee's pregnancy, childbirth, or related medical condition. Employees may submit a written request for a pregnancy related disability leave of absence, without pay, for the length of any pregnancy related disability, up to a maximum of four (3) months. This leave may be taken incrementally for illness related to the pregnancy and for medical appointments.

If an employee is disabled due to a pregnancy or childbirth related condition, she may take a pregnancy related disability leave of absence of up to four (3) months. When applicable, pregnancy leaves will run concurrently with family and medical leave under federal law, but not under state law.

Requests for pregnancy leaves will be granted to employees who present a physician's written statement that certifies the need for the leave and estimates the length of time the employee will be unable to work due to the disability.

Although RIGHT ACCORD is not able to guarantee reinstatement in all cases, employees on pregnancy leave who return to work immediately following the end of an approved leave with a physician's written release verifying that they are able to safely perform their duties will generally be returned to the same job they held immediately prior to their leave or, if that position has been eliminated, a comparable position if one is available.

If available, a transfer to a less strenuous or hazardous position will generally be granted to an employee who submits a certification from a health provider that a transfer is medically advisable. Certification must include the date of the medical advisability of the transfer, the probable duration of the need for the transfer, and a statement that, due to a pregnancy related disability, the employee is unable to work at all, or perform any one or more of the essential functions of the job, without undue risk to her or the successful completion of her pregnancy. However, we will not undertake to create a new position for the pregnant employee that would not have otherwise have created to meet its own business needs, nor will we be required to discharge any employee, transfer any employee, or promote any employee to accommodate the pregnant employee. Upon transfer, an employee will receive the salary and benefits that are regularly provided to employees in the position to which the employee has transferred.

## **607 Medical Leave**

Medical Leave is defined as a leave of absence for an employee's non-occupational illness or disability. Employees who have completed at least one (1) year of continuous service (unless an emergency) may submit a written request for a medical leave of absence, for a non-occupational illness or disability, without pay, for the length of any disability, up to a maximum of six (6) weeks. This leave is not in addition to the other types of non-occupational illness or disability leaves.

Requests for medical leaves will normally be granted to eligible employees who present a physician's written statement that certifies the need for the leave and estimates the length of time the employee will be unable to work due to the disability. At any time during a medical leave of absence, an employee may be asked to provide medical evidence of disability. The Company will attempt to work with the employee in order to provide reasonable accommodation, as applicable.

Although the Company is not able to guarantee reinstatement in all cases, employees on medical leave who return to work immediately following the end of an approved leave with a physician's written release verifying that they are able to safely perform their duties may be returned to their former job classification if an opening exists or, if there is no such opening, they may be considered for a comparable position if one is available.

## **608 Florida State Disability Insurance**

State Disability Insurance (SDI) is administered by the Employment Development Department. This plan provides benefits when an employee cannot work because of an illness or injury that is not work related. Benefits are based on earnings and the first seven days of your claim is a waiting period during which no benefits are payable. You can get a claim form from your doctor or any office of the Employment Development Department by telephone, letter, or in person.

## **609 Florida State Paid Family Leave Insurance**

Paid Family Leave (PFL) is a Florida state-sponsored insurance program with the SDI program. Paid Family Leave provides employees with partial wage replacement for up to six (6) weeks in any twelve-month period while absent from work for a seriously ill or injured child, parent, spouse, or domestic partner, or bonding with a minor child within one year of the birth or placement of the child in connection with foster care or adoption. The time taken to satisfy the waiting period of seven (7) days, may be taken incrementally. PFL does not create the right to a leave of absence and does not

require RIGHT ACCORD to guarantee reinstatement rights other than those mandated by law. PFL runs concurrent with FMLA and CFRA when applicable. Employees may use up to two (2) weeks vacation and/or sick time available, before they are eligible for paid family leave insurance (FTE Office Staff Only).

Information to file for benefits can be obtained from the Florida Employment Development Department.

### **610 Time Off For Religious Reasons**

It is RIGHT ACCORD's intent to reasonably accommodate the known religious observances and practices of employees, when to do so would not impose an undue hardship on Right Accord. Please talk to your supervisor if you need to take time away from work for religious reasons. Your time away from work will be without pay, unless you wish to use accrued vacation benefits (if applicable).

### **611 School Disciplinary Action**

An employee who is the parent or guardian of a child who has been suspended from school may take time off if he/she needs to appear at the school in connection with that suspension. Employees may charge the time off to unused vacation time (if applicable) or it will be unpaid. However, exempt employees must be paid if time off is less than four (4) hours. Employees must provide reasonable notice of time off, and provide written verification to their supervisor or the owner from the child's teacher or principal regarding suspension.

## 612 Leave of Absence: General Provisions

The following general provisions apply to leaves of absence:

1. Employees on leaves of absence in excess of thirty (30) days must provide written certification from their physician every thirty (30) days to support their continued disability.
2. A request for an extension of a leave of absence must be made in writing prior to the expiration date of the original leave, and when appropriate, must be accompanied by a health provider's written statement that certifies the need for the extension.
3. Failure to return to work on the first workday following the expiration of an approved leave of absence may be considered a voluntary termination.
4. Eligibility for continued coverage under RIGHT ACCORD group insurance plans (if applicable) will be determined based on the type of leave. Details will be explained to eligible employees at the time of leave.
5. Employees must make arrangements with RIGHT ACCORD to pre-pay their share of group insurance premiums (if applicable) before going on leave of absence. Payment for additional months (if applicable) must be received by the first of the month. Failure to pay the share of the premium may result in loss of coverage. Certain types of leaves preclude cancellation of coverage, even if premiums are not paid by the employee. Employees who fail to return to work at the end of an approved leave of absence may be required to reimburse RIGHT ACCORD for group insurance premiums paid by RIGHT ACCORD while the employee was on leave.
6. Employees on leave of absence may be subject to lay off on the same basis as employees who are actively at work.
7. RIGHT ACCORD may hold in abeyance or proceed with any counseling, performance review or disciplinary action, including discharge. This includes disciplinary action that was contemplated prior to any employee's request for or receipt of a leave of absence or that has come to Right Accord attention during the leave. If any action is held in abeyance during the leave of absence, Right Accord reserves the right to proceed with the action upon the employee's return.
8. Requesting or receiving a leave of absence in no way relieves

employees of their obligation while on the job to perform their job responsibilities capably and up to RIGHT ACCORD's expectations and to observe all Company rules, policies and procedures.

9. Employees on leave of absence must communicate with Right Accord on a regular basis, at least once a month, regarding their status and anticipated return to work date.
10. Employees who return to work from a medical, pregnancy-related disability, or workers' compensation leave of absence may be required to submit to a physical examination, at Right Accord's expense, to determine their fitness for duty.
11. Employees on leave of absence who seek or accept other employment without Right Accord's knowledge may be subject to disciplinary action, up to and including possible termination.
12. Employees who falsify the reason for their leave of absence may be subject to disciplinary action, up to and including possible termination.
13. All foreseeable leaves of absence must be approved in advance, in writing, by your supervisor.
14. RIGHT ACCORD will attempt to work with the employee in order to provide reasonable accommodation, as applicable. A doctor's note must be provided to consider what type of accommodation would be suitable.





## **EMPLOYEE CONDUCT & DISCIPLINARY ACTION:**

### **701 Employee Conduct and Work Rules**

To ensure orderly operations and provide the best possible work environment, RIGHT ACCORD expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property
- Falsification of any records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer's or customer's property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized absence from work station during the workday
- Unauthorized use of telephones, mail system, or other employer-owned equipment
- Unauthorized disclosure of business "secrets" or confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct

Employment with RIGHT ACCORD is at the mutual consent of Right Accord and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

## **702 Drug and Alcohol Use**

It is RIGHT ACCORD's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on duty and conducting business-related activities, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment. Such violations may also have legal consequences.

Right Accord reserves the right to require employees to undergo random drug and alcohol testing.

## **703 Sexual and Other Unlawful Harassment**

RIGHT ACCORD is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic will not be tolerated.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- Verbal sexual advances or propositions.
  
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an

- individual, or suggestive or obscene letters, notes, or invitations.
- Physical conduct that includes touching, assaulting, or impeding or blocking movements.

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

If you experience or witness sexual or other unlawful harassment in the workplace, report it immediately to your supervisor. If the supervisor is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact the Administration Office or any other member of management. You can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

Any employee who becomes aware of possible sexual or other unlawful harassment must immediately advise the Administration Office or any member of management so it can be investigated in a timely and confidential manner. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

### **704 Attendance and Punctuality**

To maintain a safe and productive work environment, RIGHT ACCORD expects employees to be reliable and to be punctual in reporting for scheduled work and in-service training classes. Absenteeism and tardiness place a burden on our clients, other employees and on RIGHT ACCORD. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

## 705 Personal Appearance

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image RIGHT ACCORD presents to clients and visitors.

During business hours or when representing RIGHT ACCORD, you are expected to present a clean, neat, and tasteful appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards. This is particularly true if your job involves dealing with clients or visitors in person.

Your supervisor is responsible for establishing a reasonable dress code appropriate to the job you perform. If your supervisor feels your personal appearance is inappropriate, you may be asked to leave the workplace until you are properly dressed or groomed. Under such circumstance, you will not be compensated for the time away from work. Consult your supervisor if you have questions as to what constitutes appropriate appearance. Where necessary, reasonable accommodation may be made to a person with a disability.

Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

- Shoes must provide safe, secure footing, and offer protection against hazards.
- Tank tops, tube or halter tops, t-shirts, blue jeans or shorts may not be worn under any circumstances.
- Mustaches and beards must be clean, well trimmed, and neat.
- Unnaturally colored hair and extreme hairstyles, such as spiked hair and shaved heads, do not present an appropriate professional appearance.
- Long hairstyles should be worn with hair pulled back off the face and neck to avoid interfering with job performance.
- Excessive makeup is not permitted.
- Offensive body odor and poor personal hygiene are not professionally acceptable.
- Perfume, cologne, and aftershave lotion should be used moderately or avoided altogether, as some individuals may be sensitive to strong fragrances.
- Jewelry should not be functionally restrictive, dangerous to job performance, or excessive.
- Facial jewelry, such as eyebrow rings, nose rings, lip rings, and tongue studs, is not professionally appropriate and must not be worn during business hours.
- Torso body piercing with visible jewelry or jewelry that can be seen

- through or under clothing must not be worn during business hours.
- Visible excessive tattoos and similar body art must be covered during business hours.

### **706 Jewelry/Pins/Buttons Policy**

While providing client service or while otherwise in contact with clients or the public during working time, jewelry should be kept to a minimum and non-jewelry pins and buttons worn on visible clothing must be limited to small professional pins and the Agency name tag.

### **707 Security Inspections**

Right Accord wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, Right Accord prohibits the possession, transfer, sale, or use of such materials on its premises. RIGHT ACCORD requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remains the sole property of RIGHT ACCORD. Accordingly, any agent or representative of RIGHT ACCORD can inspect them, as well as any articles found within them, at any time, either with or without prior notice.

RIGHT ACCORD likewise wishes to discourage theft or unauthorized possession of the property of employees, RIGHT ACCORD, visitors, and clients. To facilitate enforcement of this policy, RIGHT ACCORD or its representative may inspect not only desks and lockers but also persons entering and/or leaving the premises and any packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto Right Accord's premises.

### **708 Drug Testing**

RIGHT ACCORD is committed to providing a safe, efficient, and productive work environment for all employees. Using or being under the influence of drugs or alcohol on the job may pose serious safety and health risks. The unlawful manufacturing, distribution, dispensation, possession or use of a controlled

substance is strictly prohibited in our workplace. Employees who violate this policy will be subject to discipline up to and including termination of employment.

To help ensure a safe and healthful working environment, employees may be asked to provide body substance samples (such as urine and/or blood) to determine the illicit or illegal use of drugs and alcohol. Refusal to submit to drug testing may result in disciplinary action, up to and including termination of employment.

Questions concerning this policy or its administration should be directed to the owner.

### **710 Solicitation**

In an effort to ensure a productive and harmonious work environment, persons employed by RIGHT ACCORD may not solicit or distribute literature in the workplace at any time for any purpose.

RIGHT ACCORD recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities to the client.

Examples of impermissible forms of solicitation include:

- The collection of money, goods, or gifts for community groups
- The collection of money, goods, or gifts for religious groups
- The collection of money, goods, or gifts for political groups
- The collection of money, goods, or gifts for charitable groups
- The sale of goods, services, or subscriptions outside the scope of official organization business
- The circulation of petitions
- The distribution of literature not approved by the employer
- The solicitation of memberships, fees, or dues

In addition, the posting of written solicitations on company bulletin boards is restricted. These bulletin boards display important information, and employees should consult them frequently for:

- Employee announcements
- Internal memoranda

- Job openings
- Organization announcements
- Payday notice
- Workers' compensation insurance information
- State disability insurance/unemployment insurance information

If employees have a message of interest to the workplace, they may submit it to the Office Manager for approval. The Office Manager will post all approved messages.

### **713 Progressive Discipline**

The purpose of this policy is to state Right Accord's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

RIGHT ACCORD's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with RIGHT ACCORD is based on mutual consent and both the employee and RIGHT ACCORD have the right to terminate employment at will, with or without cause, RIGHT ACCORD may use progressive discipline at its discretion.

Disciplinary action may call for any of four steps -- verbal warning, written warning, suspension with or without pay, or termination of employment -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and, still another offense may then lead to termination of employment.

RIGHT ACCORD recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations,

termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct and Work Rules policy includes examples of problems that may result in immediate suspension or termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and Right Accord.

### **714 Problem Resolution**

Right Accord is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from RIGHT ACCORD supervisors and management.

RIGHT ACCORD strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive suggestions.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with RIGHT ACCORD in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs in which employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to contact a member of the Management Team.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment, and helps to ensure everyone's job security.



## **716 Return of Property**

Employees are responsible for all property belonging to RIGHT ACCORD as well as materials, or written information issued to them or in their possession or control including this Handbook.

Employees must return property of RIGHT ACCORD immediately upon request or upon termination of employment. Where permitted by applicable laws, RIGHT ACCORD may withhold from the employee's check or final paycheck the cost of any items that are not returned when required.

Right Accord may also take all action deemed appropriate to recover or protect its property.

## **718 Resignation**

Resignation is a voluntary act initiated by the employee to terminate employment with RIGHT ACCORD. Although advance notice is not required, RIGHT ACCORD requests at least 2 weeks' written resignation notice from all employees.

Prior to an employee's departure, an exit interview will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits.

## **722 Workplace Etiquette**

RIGHT ACCORD strives to maintain a positive work environment where employees treat each other with respect and courtesy. Sometimes issues arise when employees are unaware that their behavior in the workplace may be disruptive or annoying to others. Many of these day-to-day issues can be addressed by politely talking with a co-worker to bring the perceived problem to his or her attention. In most cases, common sense will dictate an appropriate resolution. Right Accord encourages all employees to keep an open mind and graciously accept constructive feedback or a request to change behavior that may be affecting another employee's ability to concentrate and be productive.

The following workplace etiquette guidelines are not necessarily intended to be hard and fast work rules with disciplinary consequences. They are simply suggestions for appropriate workplace behavior to help everyone be more conscientious and considerate of co-workers and the work environment. Please contact the Office Manager if you have comments, concerns, or suggestions regarding these workplace etiquette guidelines.

### **Office Environment**

- Refer to senior clients as "Mr." or "Mrs." and their last name unless they insist that you refer to them by their first name
- Keep all client information confidential.
- Always arrive on time.
- Be neatly groomed.
- Return copy machine and printer settings to their default settings after changing them.
- Replace paper in the copy machine and printer paper trays when they are empty.
- Retrieve print jobs in a timely manner ..
- Keep your work area tidy and orderly at all times.
- Avoid public accusations or criticisms of other employees. Address such issues privately with those involved or your supervisor.
- Try to minimize unscheduled interruptions of other employees while they are working.
- Be conscious of how your voice travels, and try to lower the volume of your voice when talking on the phone or to others in open areas.
- Keep socializing to a minimum, and try to conduct conversations in areas where the noise will not be distracting to others.
- Try not to block walkways while carrying on conversations.
- Refrain from using inappropriate language (swearing) that others may overhear.
- Avoid discussions of your personal life/issues in public conversations that can be easily overheard.
- Monitor the volume when listening to music, voice mail, or a speakerphone that others can hear.
- Clean up after yourself and do not leave behind waste or discarded papers.



## Index

(Policy number shown in brackets)

ACCESS TO PERSONNEL FILES [202]  
ACKNOWLEDGEMENT FORM  
    see Employee Acknowledgement Form [051]  
ADA  
    see Disability Accommodation [114]  
    see Equal Employment Opportunity [103]  
ADMINISTRATIVE PAY CORRECTIONS [409]  
ADVANCES  
    see Pay Advances [408]  
AFFIRMATIVE ACTION  
    see Equal Employment Opportunity [103]  
APPLICATIONS FOR EMPLOYMENT  
    see Employment Applications [208]  
ATTENDANCE AND PUNCTUALITY [704]  
ATTENDANCE SUCCESS  
    see Perfect Attendance Recognition [308]  
BEHAVIOR GUIDELINES  
    see Workplace Etiquette [722]  
BENEFITS CONTINUATION (COBRA) [316]  
BENEFITS  
    see Employee Benefits [301]  
BEREAVEMENT LEAVE [309]

**BREAKS**

see Rest and Meal Periods [506]

**BUSINESS ETHICS AND CONDUCT [104]****CLIENT RELATIONS [060]****CO-WORKER COURTESY**

see Workplace Etiquette [722]

**COBRA**

see Benefits Continuation (COBRA) [316]

**COLLECTIVE BARGAINING AGENT**

see Employee Relations [102]

**COMPANY CULTURE [025]****COMPANY PROPERTY**

see Return of Property [716]

**CONDUCT**

see Business Ethics and Conduct [104]

**CONFIDENTIALITY**

see Non-Disclosure [112]

**CONFLICTS OF INTEREST [108]****CONTINUATION OF BENEFITS**

see Benefits Continuation (COBRA) [316]

**COURT APPEARANCE**

see Jury Duty [311]

**COURTESY**

see Workplace Etiquette [722]

**CREDIT REPORTS**

see Employment Applications [208]

**DINNER BREAKS**

see Rest and Meal Periods [506]

**DISABILITY ACCOMMODATION [114]****DISCIPLINE**

see Employee Conduct and Work Rules [701]

**DISCRIMINATION**

see Equal Employment Opportunity [103]

**DRUG AND ALCOHOL USE [702]****DRUG TESTING [708]****EEO**

see Equal Employment Opportunity [103]

**EMPLOYEE ACKNOWLEDGEMENT FORM [051]****EMPLOYEE BENEFITS [301]****EMPLOYEE CONDUCT AND WORK RULES [701]****EMPLOYEE FILES**

see Access to Personnel Files [202]

**EMPLOYEE INFORMATION**

see Personnel Data Changes [204]

**EMPLOYEE RELATIONS [102]****EMPLOYEE REPRESENTATIVES**

- see Employee Relations [102]
- EMPLOYEE WELCOME MESSAGE [020]
- EMPLOYMENT APPLICATIONS [208]
- EMPLOYMENT CATEGORIES [201]
- EMPLOYMENT REFERENCE CHECKS [203]
- EMPLOYMENT TERMINATION [411]
- EMPLOYMENT-AT-WILL
  - see Employee Acknowledgement Form [051]
  - see Employee Conduct and Work Rules [701]
  - see Introductory Statement [040]
  - see Nature of Employment [101]
- ENVIRONMENTAL HEALTH AND SAFETY
  - see Safety [501]
- EQUAL EMPLOYMENT OPPORTUNITY [103]
- ETHICS
  - see Business Ethics and Conduct [104]
- ETIQUETTE
  - see Workplace Etiquette [722]
- EVALUATION
  - see Performance Evaluation [209]
- FAIR CREDIT REPORTING ACT
  - see Employment Applications [208]
- FLEXIBLE SCHEDULING
  - see Work Schedules [502]
- FLEXTIME
  - see Work Schedules [502]
- HEALTH AND SAFETY
  - see Safety [501]
- HEALTH INSURANCE [313]
- HOLIDAYS [305]
- IMMIGRATION LAW COMPLIANCE [107]
- INSURANCE, HEALTH
  - see Health Insurance [313]
- INSURANCE, WORKERS' COMP
  - see Workers' Compensation Insurance [306]
- INTRODUCTORY PERIOD [205]
- INTRODUCTORY STATEMENT [040]
- JEWELRY/PINS/BUTTONS POLICY [706]
- JOB APPLICATIONS
  - see Employment Applications [208]
- JOB REFERENCES
  - see Employment Reference Checks [203]
- JURY DUTY [311]
- LUNCH BREAKS
  - see Rest and Meal Periods [506]
- MEAL PERIODS
  - see Rest and Meal Periods [506]

## MEDICAL INSURANCE

see Health Insurance [313]

## MILITARY LEAVE [605]

## MISCONDUCT

see Employee Conduct and Work Rules [701]

## NATURE OF EMPLOYMENT [101]

## NON-DISCLOSURE [112]

## NON-SOLICITATION/DISTRIBUTION [509]

## OFFICE ETIQUETTE

see Workplace Etiquette [722]

## ORGANIZATION DESCRIPTION [030]

## OVERTIME [507]

## PAID TIME OFF

see Vacation Benefits [303]

## PAY ADVANCES [408]

## PAY CHECK ERRORS

see Administrative Pay Corrections [409]

## PAY CORRECTIONS

see Administrative Pay Corrections [409]

## PAY DEDUCTIONS AND SETOFFS [410]

## PAYDAYS [403]

## PAYROLL

see Timekeeping [401]

## PERFECT ATTENDANCE RECOGNITION [308]

## PERFORMANCE EVALUATION [209]

## PERFORMANCE REVIEW

see Performance Evaluation [209]

## PERSONAL APPEARANCE [705]

## PERSONAL CONDUCT

see Employee Conduct and Work Rules [701]

## PERSONNEL DATA CHANGES [204]

## PERSONNEL RECORDS

see Access to Personnel Files [202]

## PROBLEM RESOLUTION [714]

## PROGRESSIVE DISCIPLINE [713]

## PROPERTY

see Return of Property [716]

## REFERENCE CHECKS

see Employment Reference Checks [203]

## RESIGNATION [718]

## REST AND MEAL PERIODS [506]

## RETURN OF PROPERTY [716]

## REVIEW, EMPLOYEE PERFORMANCE

see Performance Evaluation [209]

## RULES OF CONDUCT

see Employee Conduct and Work Rules [701]

## SAFETY [501]

SECURITY INSPECTIONS [706]

SEXUAL AND OTHER UNLAWFUL HARASSMENT [703]

SICK LEAVE BENEFITS [307]

SMOKING AND/OR SMOKELESS TOBACCO USAGE [505]

SOLICITATION [710]

TERMINATION OF EMPLOYMENT

    see Resignation [718]

TIME CARDS

    see Timekeeping [401]

TIME OFF TO VOTE [310]

TIMEKEEPING [401]

TITLE PAGE.1 [010]

USE OF EQUIPMENT AND VEHICLES [508]

USE OF PHONE AND MAIL SYSTEMS [504]

VACATION BENEFITS [303]

VOLUNTARY RESIGNATION

    see Resignation [718]

WORK SCHEDULES [502]

WORKERS' COMPENSATION INSURANCE [306]

WORKPLACE ETIQUETTE [722]

WORKPLACE SAFETY

    see Safety [501]



# TRAINING





# RIGHT ACCORD

5549 Palmer Crossing Cir,  
Sarasota, FL 34233 Tel: 941-366-0801

## **TITLE: JOB DESCRIPTION FOR CERTIFIED NURSES AIDES**

EFFECTIVE 01/01/2020

### **PURPOSE:**

Define the scope of practice for all Certified Nurse's Aides under the guidelines of Florida Home Health Agency

### **POLICY:**

1. A certified Nurse's Aide of the home health agency shall have on file the person's State of Florida certification. A copy of the screen of the Florida Department of Health web site's Certified Nursing Assistant Information that shows the person's name, address, certificate number, original issue date, expire date and status shall be on file with the Home Health Agency prior to client assignment.
2. CNA's must receive in-service training each calendar year. Training must be provided to obtain and maintain a certificate in cardiopulmonary resuscitation.
3. A Certified Nurse's Aide will work under the direct supervision of a Registered Nurse.
4. Responsibilities of the home health aide and CNA shall include the performance of all personal care activities contained in a written assignment by a licensed health professional employee or contractor of the home health agency and which include assisting the patient or client with personal hygiene, ambulation, eating, dressing, shaving, physical transfer, and other duties as assigned
5. Scope of practice includes assistance with activities of daily living" which means a certified nursing assistant provides to the patient individual assistance with activities of daily living, including the following:
  - a) **Ambulation.** Providing physical support to enable the patient to move about within or outside of the patient's place of residence. Physical support includes holding the patient's hand, elbow, under the arm, or holding on to a support belt worn by the patient to assist in providing stability or direction while the patient ambulates.

- b) **Bathing.** Helping the patient in and out of the bathtub or shower being available while the patient is bathing. Can also include washing and drying the patient.
  - c) **Dressing.** Helping patients, who require assistance in dressing themselves, put on and remove clothing.
  - d) **Eating.** Helping with feeding patients who require assistance in feeding themselves.
  - e) **Personal hygiene.** Helping the patient with shaving. Assisting with oral, hair, skin and nail care.
  - f) **Toileting.** Reminding the patient about using the toilet, assisting him to the bathroom, helping to undress, positioning on the commode, and helping with related personal hygiene, including assistance with changing of an adult brief. Also includes assisting with positioning the patient on the bedpan, and helping with related personal hygiene.
  - g) **Assistance with physical transfer.** Providing verbal and physical cueing, physical assistance, or both while the patient moves from one position to another, for example between the following: a bed, chair, wheelchair, commode, bathtub or shower, or a standing position. Transfer can also include use of a mechanical lift, if a home health aide is trained in its use.
6. CNAs assisting with self-administered medication must receive a minimum of 2 hours of training (which can be part of the 40 hour home health training) prior to assuming this responsibility
7. Training must cover state law and rule requirements with respect to the assistance with self-administration of medications in the home, procedures for assisting the patient with self-administration of medication, common medications, recognition of side effects and adverse reactions and procedures to follow when patients appear to be experiencing side effects and adverse reactions.
8. Training must include verification that each CNA can read the prescription label and any instructions. Individuals who cannot read must not be permitted to assist with prescription medications. Other courses taken in fulfillment of this requirement must be documented and maintained in the CNA's personnel file.
9. Assistance with self-administered medication by a Certified Nurse's Aide. Supervision of self-administered medication in the home is limited to the following:
- a) Obtaining the medication container from the storage area for the patient,
  - b) Ensuring that the medication is prescribed for the patient,
  - c) Reminding the patient that it is time to take the medication as prescribed, and
  - d) Observing the patient self-administering the medication.

- e) Prepare necessary items such as juice, water, cups, or spoons to assist the patient in the self-administration of medication;
- f) Open and close the medication container or tear the foil of prepackaged medications;
- g) Assist the resident in the self-administration process. Examples of such assistance include the steadying of the arm, hand, or other parts of the patient’s body so as to allow the self-administration of medication;
- h) Assist the patient by placing unused doses of solid medication back into the medication container.

10. CNA shall not change sterile dressings, irrigate body cavities such as giving an enema, irrigate a colostomy or wound, perform a gastric irrigation or enteral feeding, catheterize a patient, administer medication, apply heat by any method, care for a tracheotomy tube, nor provide any personal health service which has not been included in the plan of care.

11. CNA’s who earn their certificate in another state may work as a home health aide in a home health agency in Florida if they present a copy of their current CNA certificate from that state. For CNA’s, who have a certificate from out of state and who want to obtain a Florida CNA certificate, they can contact the Florida Certified Nursing Assistant office at the Department of Health to inquire about taking the written examination.

12. A home health agency shall ensure that a certified nursing assistant has competency in the home health core curriculum.

I understand that this is a general list of those duties I might be asked to perform. I agree that I will check with Right Accord if I am unsure about my responsibilities while on an assignment.

I have thoroughly read and understand the duties of this position description.

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RIGHT ACCORD REPRESENTATIVE

\_\_\_\_\_  
DATE



# RIGHT ACCORD

5549 Palmer Crossing Cir,  
Sarasota, FL 34233 Tel: 941-366-0801

## **TITLE: JOB DESCRIPTION FOR HOME HEALTH AIDES**

EFFECTIVE 01/01/2020

### **PURPOSE:**

Define the scope of practice for all Home Health Aides under the guidelines of Florida Home Health Agency

### **POLICY:**

1. If home health aide successfully completes training through a vocational school approved by Florida's Department of Education, the individual must present to a home health agency a diploma issued by the vocational school. If the home health aide completes the training through a home health agency, and wishes to be employed at another agency, the individual must present to the second home health agency documentation of successful completion of training.
2. Home health aide training must be performed by or under the general supervision of a registered nurse who possesses a minimum of two years nursing experience one of which must have been in the provision of home health care.
3. Every home health aide, a home health agency shall have on file documentation of successful completion of at least forty hours of training, pursuant to Section 400.497(1), F.S., in the following subject areas:
  - a) Communication skills;
  - b) Observation, reporting and documentation of patient or client status and the care or services provided;
  - c) Reading and recording temperature, pulse and respiration;
  - d) Basic infection control procedures;
  - e) Basic elements of body functions that must be reported to the registered nurse supervisor;
  - f) Maintenance of a clean and safe environment;
  - g) Recognition of emergencies and applicable follow-up within the home health aide scope of performance;

- h) Physical, emotional, and developmental characteristics of the populations served by the agency, including the need for respect for the patient or client, his privacy, and his property;
  - i) Appropriate and safe techniques in personal hygiene and grooming, including bed bath, sponge, tub, or shower bath; shampoo, sink, tub, or bed; nail and skin care; oral hygiene; care of dentures;
  - j) Safe transfer techniques, including use of appropriate equipment, and ambulation;
  - k) Normal range of motion and positioning;
  - l) Nutrition and fluid intake;
  - m) Cultural differences in families;
  - n) Food preparation and household chores
4. Responsibilities of the home health aide shall include the performance of all personal care activities contained in a written assignment by a licensed health professional employee or contractor of the home health agency and which include assisting the patient or client with personal hygiene, ambulation, eating, dressing, shaving, physical transfer, and other duties as assigned.
5. Scope of practice includes assistance with activities of daily living” which means a home health aide provides to the patient individual assistance with activities of daily living, including the following:
- a) Ambulation. Providing physical support to enable the patient to move about within or outside of the patient’s place of residence. Physical support includes holding the patient’s hand, elbow, under the arm, or holding on to a support belt worn by the patient to assist in providing stability or direction while the patient ambulates.
  - b) Bathing. Helping the patient in and out of the bathtub or shower being available while the patient is bathing. Can also include washing and drying the patient.
  - c) Dressing. Helping patients, who require assistance in dressing themselves, put on and remove clothing.
  - d) Eating. Helping with feeding patients who require assistance in feeding themselves.
  - e) Personal hygiene. Helping the patient with shaving. Assisting with oral, hair, skin and nail care.
  - f) Toileting. Reminding the patient about using the toilet, assisting him to the bathroom, helping to undress, positioning on the commode, and helping with related personal hygiene, including assistance with changing of an adult brief. Also includes assisting with positioning the patient on the bedpan, and helping with related personal hygiene.
  - g) Assistance with physical transfer. Providing verbal and physical cueing, physical assistance, or both while the patient moves from one position to another, for example between the following: a bed, chair, wheelchair, commode, bathtub or shower, or a standing position. Transfer can also include use of a mechanical lift, if a home health aide is trained in its use.
6. Home Health Aide assisting with self-administered medication must receive a minimum of 2 hours of training (which can be part of the 40 hour home health training) prior to assuming this responsibility.

7. Training must cover state law and rule requirements with respect to the assistance with self-administration of medications in the home, procedures for assisting the patient with self-administration of medication, common medications, recognition of side effects and adverse reactions and procedures to follow when patients appear to be experiencing side effects and adverse reactions.
8. Training must include verification that each Home Health Aide can read the prescription label and any instructions. Individuals who cannot read must not be permitted to assist with prescription medications. Other courses taken in fulfillment of this requirement must be documented and maintained in the Home Health Aides personnel file.
9. Assistance with self-administered medication by a Home Health Aide. Supervision of self-administered medication in the home is limited to the following:
  - a) Obtaining the medication container from the storage area for the patient,
  - b) Ensuring that the medication is prescribed for the patient,
  - c) Reminding the patient that it is time to take the medication as prescribed, and
  - d) Observing the patient self-administering the medication.
  - e) Prepare necessary items such as juice, water, cups, or spoons to assist the patient in the self-administration of medication;
  - f) Open and close the medication container or tear the foil of prepackaged medications;
  - g) Assist the resident in the self-administration process. Examples of such assistance include the steadying of the arm, hand, or other parts of the patient's body so as to allow the self-administration of medication;
  - h) Assist the patient by placing unused doses of solid medication back into the medication container.
10. Home Health Aide shall not change sterile dressings, irrigate body cavities such as giving an enema, irrigate a colostomy or wound, perform a gastric irrigation or enteral feeding, catheterize a patient, administer medication, apply heat by any method, care for a tracheotomy tube, nor provide any personal health service which has not been included in the plan of care.
11. Home health aides who are trained in another state must provide documentation of course completion to the employing home health agency. Individuals, who have graduated from an accredited school of nursing and are waiting to take their boards for licensure in Florida, can work as a home health aide. Registered nurses and licensed practical nurses who can show proof they are licensed in another state or in Florida, can work as a home health aide in Florida.
12. Home health aide training must be performed by or under the general supervision of a registered nurse who possesses a minimum of two years nursing experience one of which must have been in the provision of home health care.
13. A licensed home health agency may choose to administer the Home Health Aide Competency Test, form number AHCA 3110-1007, February, 2001, incorporated by reference, in lieu of the forty hours of training required.
14. This test is designed for home health agencies to determine competency of potential employees. This written and practical test can only be used by licensed-only agencies.
15. Home health agencies that choose to administer the test, must maintain documentation of the aide's successful passage of the competency test. However, if the home health aide

does not pass the test, it is the decision of the home health agency giving the test as to whether the aide may take the test again.

- 16. The home health agency may also provide training or arrange for training in the areas that were not passed on the test prior to the aide re-taking the test.
- 17. The Home Health Aide Competency Test, form number AHCA 3110-1007, February 2001, has two parts: a practical part in which competency is determined through observation of the performance of tasks and a written part with questions to answer.
- 18. Successful passage of the test means the accurate performance of all 14 tasks on the practical part plus correctly answering 90 of the 104 questions on the written part.
- 19. Successful passage of the competency test alone does not permit a home health aide to assist with self-administration of medication.
- 20. Any staff person of a home health agency may administer the written portion of the test, but the practical competency test must be administered and evaluated by a registered nurse or a licensed practical nurse under the supervision of a registered nurse. The staff person, registered nurse, or licensed practical nurse may also be responsible for grading the written test.
- 21. When a home health aide completes the competency test through the employing agency and wishes to be employed at another agency, the home health agency shall furnish documentation of successful passage of the test to the requesting agency.
- 22. Documentation of successful passage may be provided in a format established by the home health agency, except as prohibited that specifies limitations on the manner in which a home health agency may describe home health aide training.
- 23. The documentation, at minimum, should include the home health aides name, address and social security number; the home health agency's name and address; date the test was passed; the signature of the person providing the documentation; and any other information necessary to document the aide's passage of the test.

I understand that this is a general list of those duties I might be asked to perform. I agree that I will check with Right Accord if I am unsure about my responsibilities while on an assignment.

I have thoroughly read and understand the duties of this position description.

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RIGHT ACCORD REPRESENTATIVE

\_\_\_\_\_  
DATE



**T-02 Employment Agreement**

Please read this agreement very carefully. Your signature indicates that you agree to the outlined terms. A copy of this agreement will be kept on file in RIGHT ACCORD office and you may also have a copy for your records.

1. I have thoroughly read the Policies and Procedures and agree to abide by them.
2. I understand that RIGHT ACCORD provides non-medical care for the elderly. I agree that if I am unsure if a task can be performed I will first check with RIGHT ACCORD.
3. I understand that I will be paid for completed services as per my contract with RIGHT ACCORD.
4. I understand that I will not make any private arrangements with or provide care independently to any client of RIGHT ACCORD during my employment and for one year after leaving employment with RIGHT ACCORD. Any violation of this policy will result in financial liability to RIGHT ACCORD in the amount of 45% of any monies received from these clients.
5. I agree that I will give RIGHT ACCORD two weeks' notice if I decide to terminate my employment. I understand that I will receive my final paycheck on the next regular payday or in some states, within 72 hours.
6. I understand that if I am found to be using drugs or alcohol while on the job, or show up to work in an intoxicated state, these are grounds for immediate dismissal.
7. I understand that if I fail to report to work and fail to notify the office the action indicates that I have voluntarily quit my job without notice.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Right Accord

\_\_\_\_\_  
Date





### **T-03 List of Services**

Effective Date:

**All of our services are non-medical in nature. The following is a list of services that caregivers may routinely perform; however, it is not exclusive of other reasonable requests. Ours is a service business. Always check with the owner of RIGHT ACCORD if you are unsure about whether or not you can perform a service.**

#### **Companionship**

- Conversation
- Participation in activities
- Accompaniment on outings
- Provide company during mealtime

#### **Personal Care**

- Bathing assistance
- Dressing & Grooming assistance
- Transfer assistance
- Incontinence care
- Toileting assistance

#### **Meal Preparation**

- Cook or assist with cooking

#### **Light Housekeeping**

- Dust
- Vacuum
- Clean kitchen
- Organize closets
- Change the linen
- Light laundry
- Light ironing

#### **Errands & Transportation**

- Grocery and clothes shopping
- Pick up prescriptions
- Theater and movie events
- Dine out for lunch or dinner
- Transport and accompany to family gatherings
- Handle dry-cleaning
- Buy stamps, mail packages
- Attend church services

**Miscellaneous**

- Play board games
- Read
- Watch TV
- Do crossword puzzles
- Arts and Crafts projects
- Cook together
- Pet Care
- Supervise home maintenance such as housecleaning, etc.
- Medication Reminders
- Monitor bathing for safety
- Mend clothes
- Answer the phone
- Sort bills for paying/ Help Read Mail

**Sleep Over Services**

- Sleep or stay awake overnight
- Prepare breakfast in morning

**Live-in Services**

Include all the above



## THE CLIENT CARE PLAN BOOK

The Client Care Plan Book is a vital component of the caregiving process. It is the foundation of all client-related information and communication and it is your reference in the event of emergency. Every client of RIGHT ACCORD will be provided with a Care Plan Book on his or her first day of service. It should be kept in the same location at all times. If it is lost or misplaced, you are expected to notify the administration office immediately.

The Care Plan Book is primarily for you and the client's family. You will review its contents on the first day with a new client as part of your familiarization routine. You will document in it every day that you provide service. It may also be reviewed by home health or hospice nurses who want a better idea of the client's daily situation than their 20-minute visit can provide. For these reasons you must keep the book neat, up to date and complete. This book represents our company as much as you do and it contributes to the client's well being

The Care Plan Book contains five sections:

- Emergency Procedures
- Assessment of the Client's Needs
- The Care Plan
- Documentation Log
- Home Safety Check List
- PSN - Patient with Special Needs and EMS Emergency Management Systems

## **T-05 Emergency Procedures**

The emergency procedures page is always the first page in the Care Plan Book. It is a step by step list of your responsibilities in the event your client suffers an emergency. You are expected to be familiar with the procedure, remain calm and stay with the client until emergency personnel place the client in an ambulance. **If during an emergency you have any question about how to proceed, open the Care Plan Book, take a deep breath and follow the instructions.**

The emergency personnel will have some basic questions about your client: His/her name, age, a brief description of what happened, what time it happened, what medications he/she is taking and if you are aware of any allergies. They will ask if he/she has a "DNR" or Do Not Resuscitate Order. Much of this information is provided in the Care Plan Book. If you don't know the answer to a question, say so. If your client takes a lot of medications, put them in a bag and give it to the rescue team to sort through.

**Stick to the relevant facts.** For example, if the client choked on popcorn while watching TV, they don't care what show she was watching. If she fell, knocking a glass to the floor, had a seizure and cut herself on the broken glass in the process, they may arrive after the seizure ends and simply see an unconscious woman bleeding on the floor. You need to say, " she fell and cut herself on glass during a seizure." If you are not sure what happened, describe the symptoms you observed, for instance, "she complained of an ache in her arm and then slumped forward. She hasn't responded to me since".



## Emergency Procedures

- 1) The area shall be secured.
- 2) Caregiver will call 911 (or hospice if applicable)  
Hospice phone # \_\_\_\_\_
- 3) Caregiver will call **RIGHT ACCORD** at  
(941)366-0801  
An alternate number is: (941) 685-3453
- 4) **RIGHT ACCORD** will call the family with status and disposition of the emergency. (This is why the client's family information **MUST** remain current!)

Licensed personnel, such as Licensed Practical Nurses (LPN, LVN) working in this non-medical caregiving capacity may fulfill the dictates of their license to perform CPR, etc., however, they do so under the authority of their license and not under the authority of Right Accord.

**NOTE: DNR (Do Not Resuscitate) Orders should be prominently displayed and made available to emergency and hospice personnel immediately upon their arrival.**




## **T-06 The Care Plan**

The Care Plan contains some basic information about the client including name, birth date, address, and family members' contact information. It also outlines the specific services the client has requested and the schedule agreed to between RIGHT ACCORD and the client. This document will be completed prior to placing the Care Plan Book in the client's home. If you hear anything from the client or a family member that suggests the contact information has changed for someone listed, ask for the new information to update the Care Plan. Since this is the reference page for family contacts, it is very important to keep it current. Please notify the office of contact changes as well.

HCFA-485		Page 1 of 1	
Department of Health and Human Services Health Care Financing Administration		<b>HOME HEALTH CERTIFICATION AND PLAN OF CARE</b>	
Form Approved OMB No. 093-0357			
1. Patient's HI Claim No.	2. Start of Care Date	3. Certification Period From: _____ To: _____	4. Medical Record No.
		5. Provider Number	
6. Patient's Name and Address		7. Provider's Name, address and telephone <b>RIGHT ACCORD PRIVATE DUTY HOME HEALTH</b> 5549 Palmer Crossing Cir SARASOTA, FL 34233 TEL: (941) 366-0801 FAX: (941) 240-2145	
8. Date of Birth: _____	9. Sex: <input type="checkbox"/> M <input type="checkbox"/> F	10. Medications: Dose/Freq./Route (New (C)/changed)	
11. ICD-9-CM _____	Principal Diagnosis _____	Date _____	
12. ICD-9-CM _____	Surgical Procedure _____	Date _____	
13. ICD-9-CM _____	Other Pertinent Diagnosis _____	Date _____	
14. DME and Supplies		15. Safety measures	
16. Nutritional Requirements		17. Allergies	
18.A. Functional Limitations		18.B. Activities Permitted	
1. <input type="checkbox"/> Amputation	5. <input type="checkbox"/> Paralysis	9. <input type="checkbox"/> Legally Blind	1. <input type="checkbox"/> Complete Bedrest
2. <input type="checkbox"/> Bowel/Bladder (incontinence)	6. <input type="checkbox"/> Endurance	A. <input type="checkbox"/> Dyspnea With Minimal Exertion	6. <input type="checkbox"/> Part Wt Bearing
3. <input type="checkbox"/> Contracture	7. <input type="checkbox"/> Ambulation	B. Other (Specify): _____	7. <input type="checkbox"/> Independent At Home
4. <input type="checkbox"/> Hearing	8. <input type="checkbox"/> Speech		A. <input type="checkbox"/> Wheelchair
			B. <input type="checkbox"/> Walker
			C. <input type="checkbox"/> No Restrictions
			D. Other: _____
19. Mental Status	1. <input type="checkbox"/> Oriented	3. <input type="checkbox"/> Forgetful	5. <input type="checkbox"/> Disoriented
	2. <input type="checkbox"/> Comatose	4. <input type="checkbox"/> Depressed	7. <input type="checkbox"/> Agitated
			6. <input type="checkbox"/> Lethargic
			8. <input type="checkbox"/> Other
20. Prognosis	1. <input type="checkbox"/> Poor	2. <input type="checkbox"/> Guarded	3. <input type="checkbox"/> Fair
			4. <input type="checkbox"/> Good
			5. <input type="checkbox"/> Excellent
21. Orders for Discipline and Treatments (Specify Amount/ Frequency/ Duration)			
22. Goals/ Rehabilitation/ Potential/ Discharge Plans			
23. Nurse Signature and Date of Verbal SOC Where Applicable		25. Date HHA Received Signed POC	
24. Physician's Name and Address		26. I certify/verify that this patient is confined to his/her home and needs intermittent skilled nursing care, physical therapy and/or speech therapy or continue to need occupational therapy. The patient is under my care, and I have authorized the services on this plan of care and will periodically review the plan.	
27. Attending Physician's Signature and Date Signed		28. Anyone who misrepresents, falsifies, or conceals essential information required for payment of Federal funds may be subject to fine, imprisonment, or civil penalty under applicable Federal laws.	
Form HCFA-485			
<a href="https://tes214.cmn.biz/eprints/od/includes/forms/hcfa_485_cfm?customerID=17">https://tes214.cmn.biz/eprints/od/includes/forms/hcfa_485_cfm?customerID=17</a>			3/75/0010

Assessment: P01115



### Customer Assessment Form

Name: \_\_\_\_\_ Disaster Priority Code: \_\_\_\_\_  
 Address: \_\_\_\_\_ Primary Language: English  
 City, State, Zip: \_\_\_\_\_ Advance Directives: \_\_\_\_\_ DNR: \_\_\_\_\_  
 NOR: \_\_\_\_\_ Phone: \_\_\_\_\_ Yes No Yes No  
 Location: \_\_\_\_\_ Location: \_\_\_\_\_

---

Primary Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone 1: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_ Phone 2: \_\_\_\_\_

---

Secondary Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
 May Assist in care decisions: \_\_\_\_\_ Phone 3: \_\_\_\_\_

---

Physician Name: \_\_\_\_\_ Type of Physician: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_ Preferred Hospital: \_\_\_\_\_  
 City, State, Zip: , FL \_\_\_\_\_ Hospital Phone: \_\_\_\_\_

---

Has Home Health: \_\_\_\_\_ Hospice: \_\_\_\_\_ Other Healthcare Providers: \_\_\_\_\_  
 Provider: \_\_\_\_\_ Provider: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
 Other: \_\_\_\_\_ Hospice Phone: \_\_\_\_\_ Policy #: \_\_\_\_\_ Phone#: \_\_\_\_\_  
 Phone#: \_\_\_\_\_

**Medical History** Provide with Customer and family input the Customer's history of medical condition related to daily activities:

Alzheimer's	Arthritis	Blind
Blood Pressure Issues	Breathing Issues	Cancer
Chronic Pain	Dementia	Diabetes
Falls / Balance	Hearing Issues	Heart Issues
Incontinence	Memory Issues	Paralysis
Seizures	Speaking Issues	Stroke
Tremors	Vision Issues	Wounds


Allergies: \_\_\_\_\_ Other: \_\_\_\_\_ Recent Surgery: \_\_\_\_\_

**Supportive Devices**

Device	Uses	Needs	Device	Uses	Needs	Device	Uses	Needs
Ambulatory			Beside Commode			Cane		
Dentures			Emergency Response System			Furniture Raised		
Glasses			Grab Bars In Bathroom			Hand Held Shower		
Hearing Aid			Hospital Bed			Lift Chair		
Mobility Cart			Oxygen			Raised Toilet Seat / Arm Rest		
Ramp			Shower Chair / Bench			Stair / Bed Rails		
Transfer Board			Walker			Wheelchair		

<https://psc214.else.biz/scripts/bud/include/ printableForm.cfm?formName=assessmentForm> 3/15/2010





### Activities Form

Date: \_\_\_/\_\_\_/\_\_\_

Customer Name: LI

Customer Agreement #: \_\_\_\_\_

Office #: \_\_\_\_\_

Primary Contact:  
Client \_\_\_\_\_ Contact Person \_\_\_\_\_

Advance Directives: Yes \_\_\_\_\_ No \_\_\_\_\_ Location: \_\_\_\_\_

DNR: Yes \_\_\_\_\_ No \_\_\_\_\_ Location: \_\_\_\_\_

Disaster Priority Code: \_\_\_\_\_

**Companionship and Homemaking**

Description	Instructions	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Per Request
Companionship - games, reading, etc									
Grocery / errand Shopping									
Light Housekeeping									
Meal Preparation									
Transportation									
Personal Care									

Description	Instructions	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Per Request
Assisted transfers / mobility									
Bathing									
Change briefs / pads									
Cleaning commodes / urinals									
Dressing assistance									
Grooming Assistance									
Medication Reminder									
ROM / exercises									
Shaving									
Skin care - moisture, powder, etc									
Teeth / Denture Care									
Toileting assistance									

Activities developed with Client / Family input

Customer Signature: \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_

<https://usc214.esa.biz/scripts/ad/includes/printableForm.cfm?formName=assessmentForm> 3/25/2010

## **T-07 Assessment**

The Assessment is the document used by the owner to report the client's current physical, behavioral, emotional and social conditions. It will inform you of what is "normal" for your client. You should review the assessment on your first day and refer to it if you notice anything in the client's behavior or routine that seems different from his usual behavior or activities.



**CLIENT ASSESSMENT FORM**

**TODAY'S DATE** \_\_\_\_\_

**CLIENT** \_\_\_\_\_ **AGE** \_\_\_\_\_

**PERSON(S) PROVIDING INFORMATION** \_\_\_\_\_

**AMBULATION:**

- Able to walk without assistance \_\_\_\_\_
- Uses walker or cane \_\_\_\_\_
- Uses wheelchair \_\_\_\_\_
- Needs lifting from bed / chair: Weight \_\_\_\_\_

**INCONTINENCE:**

- Continent \_\_\_\_\_
- Incontinent \_\_\_\_\_
- Bladder \_\_\_\_\_
- Bowel \_\_\_\_\_
- Able to self identify and/or self manage changing needs \_\_\_\_\_
- Uses incontinence products \_\_\_\_\_

**DRESSING:**

- Able to dress self \_\_\_\_\_
- Needs assistance \_\_\_\_\_

**BATHING:**

- No Assistance Necessary \_\_\_\_\_
- Family will bathe \_\_\_\_\_
- Bathing assistance needed \_\_\_\_\_
- Monitoring / stabilization only \_\_\_\_\_
- Compliant \_\_\_\_\_

Non-Compliant \_\_\_\_\_

**SLEEP HABITS:**

Nocturnal Wakening \_\_\_\_\_

Daytime Napping \_\_\_\_\_

**WANDERING:**

Uses Wander Guard –  
Company \_\_\_\_\_ Phone \_\_\_\_\_

Uses Life Line Device –  
Company \_\_\_\_\_ Phone \_\_\_\_\_

**MEALS:**

Breakfast \_\_\_\_\_

Lunch \_\_\_\_\_

Dinner \_\_\_\_\_

Snacks \_\_\_\_\_

Special Dietary Concerns \_\_\_\_\_

Other Food Providers \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**MEDICAL INFORMATION**

**SELF-ADMINISTERED MEDICATIONS**

NONE

DRUG _____	DOSE _____	TIME _____	M.D. _____
DRUG _____	DOSE _____	TIME _____	M.D. _____
DRUG _____	DOSE _____	TIME _____	M.D. _____
DRUG _____	DOSE _____	TIME _____	M.D. _____
DRUG _____	DOSE _____	TIME _____	M.D. _____

OTC \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

SPECIAL MEDICATION INSTRUCTIONS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHARMACY \_\_\_\_\_ PHONE \_\_\_\_\_  
LOCATION \_\_\_\_\_

MEDICAL CONDITIONS & DISEASES \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EYEGASSES/ CONTACTS:** \_\_\_\_\_  
EYE DOCTOR \_\_\_\_\_ PHONE \_\_\_\_\_

**DENTURES:** \_\_\_\_\_

**HEARING AID(s):** \_\_\_\_\_

**MEDICAL TEAM:**

PRIMARY CARE PHYSICIAN \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE: (    ) \_\_\_\_\_ NURSE \_\_\_\_\_

OTHER PHYSICIAN \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE: (    ) \_\_\_\_\_ NURSE \_\_\_\_\_

HOSPICE \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
OFFICE PHONE: (    ) \_\_\_\_\_ CONTACT \_\_\_\_\_

**PSYCHOSOCIAL CONDITION:**

Dementia – Symptoms \_\_\_\_\_

Alzheimer's – Symptoms \_\_\_\_\_

Substance Abuse \_\_\_\_\_

Other \_\_\_\_\_

Social Skills \_\_\_\_\_

Active \_\_\_\_\_

Withdrawn \_\_\_\_\_

Hobbies \_\_\_\_\_

Church Affiliation \_\_\_\_\_

Favorite Activities \_\_\_\_\_

Favorite Foods \_\_\_\_\_

Favorite Habits \_\_\_\_\_

Friends & Visitors \_\_\_\_\_

Pets \_\_\_\_\_

**LIVING WILL**

**DURABLE MEDICAL POWER OF ATTORNEY** \_\_\_\_\_

**INSTRUCTIONS** \_\_\_\_\_

**LONG TERM CARE COVERAGE**

NONE

COMPANY \_\_\_\_\_

PHONE \_\_\_\_\_

POLICY # \_\_\_\_\_

% COVERED \_\_\_\_\_

% NON-COVERED \_\_\_\_\_

**EMERGENCY INSTRUCTIONS:**

CALL HOSPICE \_\_\_\_\_

DNR (DO NOT RESUSCITATE)  
DNR document location: \_\_\_\_\_

In the event of an emergency, the caregiver will call 911 and notify the home office.  
Which family members should we notify?

• Name \_\_\_\_\_ Relationship \_\_\_\_\_

Day # \_\_\_\_\_ Evening # \_\_\_\_\_ Cell # \_\_\_\_\_

• Name \_\_\_\_\_ Relationship \_\_\_\_\_

Day # \_\_\_\_\_ Evening # \_\_\_\_\_ Cell # \_\_\_\_\_

• Name \_\_\_\_\_ Relationship \_\_\_\_\_

Day # \_\_\_\_\_ Evening # \_\_\_\_\_ Cell # \_\_\_\_\_

CALL CHAPLAIN: Parish: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**DETERMINATION:**

CLIENT IS APPROPRIATE FOR HOME CARE

CLIENT IS NOT APPROPRIATE FOR HOME CARE

**REASON:** \_\_\_\_\_

\_\_\_\_\_

**RECOMMENDATION:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
CLIENT/REPRESENTATIVE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Right Accord REPRESENTATIVE

\_\_\_\_\_  
DATE

## T-08 Documentation Log

Effective Date:

The documentation log serves three functions. First, it provides a centralized place for you to document what you do and what the client's day is like. Second, it serves as a place for you and the family to communicate with one another. Third, it allows you to communicate with other caregivers on the same assignment.

You should take the first 5 minutes of each shift to check the log for messages from the family or other caregivers to you. If they want something special done, such as "pick up the bedspread from the dry cleaners" you will be able to work it into your day's schedule. If you don't check until the end of the shift, you won't get it done that day. **Treat every message as time sensitive!**

Take the last 10 minutes of each shift to note in the log what tasks you performed such as making lunch, vacuuming the house, taking the client to the doctor's office, or playing a board game. When noting the client's meals, it is important to report what they ate and in what quantities. If the client is concerned about what day he is scheduled for his dental exam, leave a note clearly marked for the family member who checks in on him regularly to write it in the log.

Please remember that detail is necessary. You and the family can watch for trends in changed behaviors and health such as headaches, decreased appetite or fatigue. These trends can signal serious health problems that are best caught early.

**Check the log for information upon arrival.  
Document in the log before leaving.**



DATE	CG	DOCUMENTATION LOG
8/12/01	amk	Mrs. Smith is active this AM...ate 1 egg, 2 slices bacon, and a piece of dry toast. She really enjoyed her son's visit today. I put the laundry in the wash. Would you please put it in the dryer when it's done? I'll fold the clothes in the morning. – Thanks ! Ann
8/12/01	GT	Hi, Ann! Mrs. Smith and I chatted all evening! We played a game of cribbage. She only wanted salad for dinner. Took her meds on time and went to bed early with her crossword puzzle book. I walked he dog at 9:00 pm. Laundry is dry and folded! Ciao! -Gena
8/13/01	amk	Mrs. Smith got up early and cheerful this AM but her hands seemed weak when she held her fork. She only ate 1/2 of her tuna sandwich and a few sips of water. We chatted while I did the dishes but then she went back to bed. I notified the office to call her family and physician. THANKS for folding the clothes, Gena! -Ann
8/13/01	Nora	Hi, girls, I put in a call to Dr. McCann today. He should call back this afternoon or evening. Mom says she just feels tired. She didn't sleep well last night. Thanks for watching out for her. I'll be out all day but you can reach me by cell phone @ 999-555-4444.
8/13/01	GT	Doctor called today – wants the family and us to keep an eye on the hand “weakness”. He has made an appointment for her this Friday 8/16 at 9:30 am but if the problem becomes worse or if she falls or her speech gets slurred or slow we need to call him immediately.

## **T-09 Safety Checklist**

Effective Date:

The Safety Checklist is a questionnaire designed to evaluate conditions within the home as safe or unsafe. It is a service provided by RIGHT ACCORD to inform the senior of potential hazards such as frayed electrical wires and unstable stair rails. The evaluation should be performed on the first day of service as part of the "get acquainted" process. Be sure to ask the client's permission to perform the evaluation. (If she says no, that's all right. You can ask again in a few weeks after you have developed a more trusting relationship.) Ask the client to show you around the house and help you look for the items listed.

If you are replacing a previous caregiver and the Safety Checklist is complete there is no need to do another.

## HOME SAFETY IS NO ACCIDENT

Reprinted from *The Complete Eldercare Planner*

If a client is to stay at home in a safe environment there are many things to do to make it that way. Use the following checklist to make the home a safe place to live.

### Throughout the home

- Electric cords are properly plugged in and safely tucked away
- Extension cords aren't overloaded
- Smoke and carbon monoxide detectors are present and have fresh batteries
- Electrical outlets aren't warm to the touch
- The home is well-lit – inside and outside
- Night lights are present in hallways, stairwells, bedrooms and bathrooms
- Electric heaters are placed away from curtains, rugs and furnishings
- Electric appliances are a safe distance from water
- Fireplace chimneys are clear of accumulation and checked yearly
- Light switches are present at the top and bottom of stairs
- Light switches are located near room entrances
- Stairwells are well-lit
- Stairways are free of objects
- Stair handrails are present and sturdy
- Stairs are marked for visibility with contrasting tape
- Steps are even and uniform in size and height
- Floors aren't slippery or highly polished
- Carpeting, linoleum and plastic stair treads are secure
- Carpets do not have holes or snags
- Carpet edges are securely fastened
- Water temperature is reduced to prevent scalding
- Water faucets are clearly marked hot and cold
- House smoking rules are established
- Rope ladders are available on upper levels
- Furnace is checked yearly
- Room furniture patterns permit easy access to doors and windows
- Rooms are free of floor clutter
- Stairs and pathways are free of objects

- Drawers, doors and windows open and shut easily
- Flashlights are available in every room
- Glow tape is stuck on key items to identify them in the dark
- Cleaners and poisons are clearly marked
- Step stools are sturdy
- Window and door locks are secure and operating
- Medications are properly stored and usage instructions are written down
- A first aid kit is available and contains up-to-date supplies.

### **In the kitchen**

- Dishes and food are stored on lower shelves
- Towels and curtains are kept away from the stove
- Lighting is sufficient over stove, sink and countertops
- Radio and electric appliances are a safe distance from the sink
- "Off" indicators on stove and appliances are clearly marked with brightly colored tape
- A telephone is in the kitchen
- Emergency telephone numbers are displayed near the telephone and on the refrigerator
- A fire extinguisher is in easy reach and in working order
- Whistling teakettles and food timers are in use
- Food is properly stored in the freezer
- No expired food is in the refrigerator or cupboards
- Plastic, easy-open containers and dishes replace glassware
- Heavy pots or pans are replaced with lighter ones
- Pot holder mitts are available and used
- Refrigerator and stove are in good working order
- Sturdy step stools are available
- Pet dishes are tucked away from the walking path

### **In the bedroom**

- Lamps and light switches are within reach of bed
- The electric blanket is in good working order
- The telephone is accessible from the bed
- An emergency telephone list is near the telephone

- A flashlight and whistle are near the bed
- Medications are stored away from the nightstand
- The bed is an appropriate height

**In the bathroom**

- Non-skid decals and rubber mats are available for the tub and shower
- Floor rugs are secure and won't skid
- Grab bars and handrails are next to the toilet, and in the tub and shower
- Handrails are secure
- Shower and tub stools are present
- There is telephone access in the bathroom

**Home exterior**

- Tools and yard equipment are safely and securely stored
- Solvents, paints and sprays are clearly marked
- Goggles are worn when using power equipment
- Stair rails are secure
- Walking paths are clear and safe, with no holes in concrete
- Leaves and snow are cleared away
- There is telephone access while outside

## T-11 Success Tips

Caregivers come from a wide range of backgrounds and frequently caregivers consider their services common. The truth is that only a select few individuals have the emotional strength and personal confidence necessary to be a caregiver. It is important that you realize you are a professional and as such need to act in a professional manner. There are 3 professional behaviors that will promote your success as a caregiver and in all else that you pursue:

Punctuality

Courtesy

Communication

**Punctuality** is the key to making a good impression and building respect especially when working with seniors. Theirs is a very time oriented generation. It is part of the formality they grew up with and is a common courtesy. Seniors view lateness as a sign of disrespect and laziness so first and foremost, arrive on time! A good rule of thumb to live by is:

If you're early, you're on time. If you're on time, you're late. And if you're late, you're dead!

It means that if you're early, you took the time to prepare yourself, overcome any unforeseen obstacles along the way and arrive calm and ready to begin work in a professional manner without fuss. In short, your heads in the game as soon as you walk up to the client's door.

If you're on time, you got there by the skin of your teeth or were lucky enough not to have any problems but you walk in thinking, "I made it!" and you get your head in the game within a couple of minutes.

If you arrive late, you failed to plan, failed to prepare and are so busy thinking up excuses that you don't get your mind on the job for some time, if at all. That means you do your job poorly and likely won't make the client happy regardless of how good a caregiver you are.

**Tip:** When assigned to a new client it is a good idea to drive the route and locate the house before your scheduled introduction. Since you are not going up to the door you can take all the time you need to get lost, get found, check out alternative routes and no one will know. Then on the day of introduction, that stress will be eliminated.

**Be consistently early to make a good impression.**

**Courtesy** is the language of respect, deference and civility. "Please", "Thank you", "You're welcome", "excuse me", "do you mind if I", "allow me", "sir", "Ma'am", and many others are common courtesy phrases that have become truly uncommon in 94

today's informal society but they are cherished by seniors. Even if your client insists you use his or her first name it is very important that you do not forget to use these courtesy phrases. And SMILE! Without a smile, you may look disinterested or even angry. If you are not used to smiling, get used to it. It can mean the difference between a client trusting you and being afraid of you.

**Tip:** When giving up an assignment or leaving the employment of Right Accord please give the office 2 weeks' notice. We will find a replacement caregiver who can go to the client's house with you at least once. This way you can introduce the new caregiver to your senior and show your replacement how your client likes things done.

**Smile and be polite to show respect for your elders.**

**Clear and Open Communication** is part of respect and courtesy. It is the only way we can be sure that everyone shares the same expectations. So communicate regularly with the office, other caregivers, family members and your clients.

Seniors tend to be modest and can feel self-conscious about their disabilities especially concerning personal care such as incontinence, bathing and dressing. Warm the bath water before undressing a senior to reduce the time they are exposed to the cold air. When you help a client get undressed for his bath, speak conversationally and let him know you are going to take off his shirt *before* you reach for the buttons.

If your arrival schedule varies from day to day or if you share the job with another caregiver, be sure you remind your client what day and time she will see you again or who will be with her as you leave for the day. If her memory is poor, leave a note where she will find it, perhaps on the calendar or telephone.

The client is one of many people relying on you for good communication. If the client's daughter tells you she's taking Mom out to lunch tomorrow and wants you to reschedule your shift, call the office. Sometimes good communication requires you to do several things like document the visiting nurse's orders in the care plan book, call the office and tell the son when he gets home. Be sure you let everyone involved know what the nurse ordered.

**Tip:** In case of emergency, always have change handy, enough for 2 phone calls, even if you have a cell phone. Unexpected things happen. Tires go flat, cell phone batteries run out of power, road maintenance slows traffic. If anything unusual comes up or if you have any questions, call the office. That's what the administrator is here for. Just like in school, the only dumb question is the one not asked. It's okay to have a question... we're here to help.

**No one can read your mind - communicate in every way necessary.**

## **T-12 First Day with a Client**

Effective Date:

Like everything else, first days run more smoothly if you have a plan of action. The 10 steps below provide a plan to help you get off to a good start.

1. **Client Introductions:** A RIGHT ACCORD representative will meet you outside the client's home to review the Care Plan with you and introduce you to the client and family. At this time it will also be decided where the Care Plan Book will be kept so it is accessible to you and other Right Accord representatives.
2. **Always call the client by his/her last name,** (i.e., Mrs. Smith) unless the client tells you it is okay to call him/her by their first name.
3. **Your first task upon arriving is to get acquainted.** Smile, introduce yourself and make the client feel comfortable. You are in his home, the place where he should always feel most comfortable. Ask about his interests and hobbies.
4. **Ask the client to help you develop a task schedule** based on his normal routine. If he likes to watch a specific TV show, schedule the vacuuming at a different time.
5. **Discuss meals and favorite foods.** Make a list of her food preferences and plan nutritious meals with her. Be sure to ask if there are any favorite recipes she would like included in her meal plans.
6. **With the client's permission, check refrigerators and cupboards** for spoiled or outdated food.
7. **Check the Home Safety Evaluation form in the Care Plan Book.** If it has not already been filled out, ask for permission to perform the Home Safety Evaluation.
8. **Begin performing tasks as scheduled** and do them his/her way.
9. **Ask the client for feedback periodically.** Ask, "Is that the way you like it?" Encourage clients to let you know their preferences.
10. **Document in the Care Plan Book** so there is a record of your presence in the client's home as well as the client's condition on each visit.



And always remember that part of your function is to help the senior stay active and involved. If he likes to cook but his eyesight is failing, let him break up the lettuce for his salad. If she likes to garden but her hands shake, help her plan her garden and let her teach you how to plant the seeds for her. Find ways to allow your client the dignity of being involved. You will find that the companionship of sharing tasks makes many seniors very happy and gives them an increased sense of purpose.

**Have a plan of action and improve the life of a senior!**

**T-13 Client Service Basics**

Effective Date:

1. **Sit with the client during meals**, even if you are not eating.
2. **Encourage fluid intake** to avoid dehydration.
3. **Encourage exercise** such as short walks or whatever the client is capable of. Be sure to monitor and stabilize the client while they ambulate as necessary.
4. **Never touch pills or medication, including non-prescription drugs.** Contact the office immediately if you notice that the client isn't taking his/her medication properly.
5. **Monitor bathing** for client safety and safe water temperature.
6. **Observe safety problems in the home**, such as frayed rugs, loose wires, bad lighting, etc. Call the office if you have safety concerns. Do not attempt to fix things, but move them out of the way, if possible.
7. **Call 911 in case of emergency** and call the office immediately afterward.
8. **Keep client information confidential**, including the client's identity, phone number, health status and lifestyle preferences.
9. **Always arrive on time or a few minutes early.** If you foresee a schedule problem, call the office immediately, the office will call the client.
10. **Be neatly groomed with clean, pressed clothes at all times.** Jeans and t-shirts are unacceptable. Shoes should be well kept. Use minimum perfume. Use deodorant and breath fresheners.
11. **Smoking is not allowed while you are on duty**, even if the client smokes.
12. **If your replacement is late**, call the office immediately for instructions.
13. **If there is a disagreement**, call the office immediately. Do not walk off.
14. **Do not give a client your home phone number.** Only provide the client with the office phone number.
15. **Do not give your family your client's phone number.** If your family needs to reach you at work, have them call the office and the office will call you.

16. **Check the documentation log when you arrive** to see if there are any messages you need to follow-up on or respond to.
17. **Make daily notations in the log before you leave.** Describe what tasks you performed, the client's meals and any other important information about the client's day.

These “Client Basics” support our overall policies and procedures. Together, with the other policies and procedures in this handbook, they form the foundation on which you will build a successful, safe and mutually satisfying relationship with your client. If you have any questions, please ask. We will be happy to answer any questions you may have.