



Family Participation Agreement

Name of Child/Adult Served: _____
Last First Middle

Please review, sign and return this **mandatory participation form** outlining CISS Respite program standards. One is required for each authorized child/adult receiving services.

I understand that:

1. **CISS is the employer of record** and legal supervisor for the employees performing care in my home. Only CISS can hire and fire employees, but as the parent or primary caregiver I can refuse to receive care at any time from any CISS employee. I may refer individuals to be hired by CISS as well as request additional caregivers to help my family. I understand that CISS makes all final decisions on employment suitability, and that details regarding employment may only be shared with applicants.
2. **I can only schedule hours with my Respite Caregiver up to my family's authorized amount after an official offer of employment has been made.** If I direct staff to work before their hire date or over my authorized hours, I understand that I have acted as their employer of record for those hours, and that I will be liable for all related payroll, tax withholding/reporting, and worker's compensation issues. I agree to keep my own, accurate records of hours and which Respite Caregivers worked each day. I further understand that frequent overages may be a reason for service termination.
3. **OVERTIME POLICIES** - I understand that as of January 1, 2015, Respite Caregivers (classified as Domestic Homecare Workers / Personal Attendants by the Federal government) are entitled to overtime pay for working more than 40 hours per week in total, not per family. I further understand that CISS enforces a policy whereby all overtime must be pre-approved in writing by the CEO and that if I direct a Respite Caregiver (who only supports my family) to work more than 40 hours/week, I will owe the Respite Caregiver directly ALL overtime pay. CISS work weeks are Sunday 12:01am – Saturday 11:59pm.
4. **I will sign the Respite Caregiver's timecard at the end of each shift,** after verifying all listed hours and claimed miles. My signature on the timecard verifies the accuracy of the reported information. I further understand that a timecard is a legal document and that any falsifications are considered fraud and reportable by CISS to law enforcement and the funding agency, with immediate suspension of services until the issue is resolved.
5. **I will timely communicate with my Respite Caregivers** to ensure my scheduling needs are met. Scheduling requests shall be made directly with my Respite Caregivers with preferably seventy-two (72) hours notice. I understand that I should contact CISS when my scheduling needs cannot be met with my existing Respite Caregivers so that a back-up person may be recruited, or when I wish to request a change in Respite Caregivers. I further understand that frequent and/or lastminute cancellations on my part may be grounds for service termination. Additionally, should I ask my Respite Caregiver to participate in community activities that may have an incidental cost, I am responsible for payment for both my child and Respite Caregiver to participate in the activity(ies). For example; going to the movies, out to eat at a restaurant, etc.
6. **I agree to always be available by phone** when I have left my loved one alone in the care of the Respite Caregiver so I may be contacted should they need advice or an emergency arise.

7. **I agree to timely communicate any concerns, complaints, and injuries** directly to the CISS Family Services staff, and to keep this information confidential. I will also timely communicate any changes in my loved one's medications, behaviors, schedules, and/or changes to the behavioral protocols/plans to my Respite Caregiver and to CISS.
8. **I have read the Respite Caregiver job description** and agree to only request supports that fall within their scope of approved duties. When in doubt, I will call the CISS Family Services staff or HR. I also agree that accurately completing timecards and submitting them on time is the responsibility of the Respite Caregivers, not the families.
9. **Requests for my Respite Caregivers to transport** my loved one into the community shall not be a frequent occurrence. All transportation shall be made in accordance with a completed, signed Travel Authorization form on file at CISS. **Only CISS employees on the approved driver's list who are over age twenty-one (21) and who carry the minimum required auto insurance liability coverage of \$100,000/\$300,000** may be allowed to transport individuals in their care in the local community *within the County of Ventura* for recreational purposes only. **Transportation and care outside of Ventura County is prohibited.** It is up to each Respite Caregiver to determine if (s)he believes that my loved one can be safely transported. Additionally, it is my responsibility to judge the safety of the vehicle and ability of the Respite Caregiver to safely transport my loved one, prior to each request.
10. **I will not request that my other children be supervised** by the Respite Caregiver until rapport is built and a safe level of supervision for all children can be maintained. I understand that CISS receives funding to compensate the Respite Caregivers for the care of my child/adult relative with special needs. I agree to negotiate a separate compensation arrangement directly with the Respite Caregiver, if needed, for supervising my other children, and I understand that CISS does not get involved with setting those rates. I will not request any supervision or transport for myself or non-family members during respite care (eg. my children's friends, neighbors, etc...).
11. **CISS Respite Caregivers are mandated reporters of suspected abuse and neglect** and as such, may need to contact protective service agencies to file reports without notifying me, in accordance with State laws. As a matter of policy, CISS staff will not verify or deny any requests to confirm such reporting.

If my family is participating in the ENHANCED RESPITE program, we further agree to the following:

12. **I will participate in all requested program meetings** at a time that is mutually convenient for my family and CISS. I agree to work collaboratively with all Enhanced Respite program staff and Behavioral Consultants to share my child's behavioral plan/data. I will also allow my Enhanced Respite Caregivers to schedule periodic in-home supervision visits, at a time that is mutually convenient for my family and CISS. These visits are conducted by the agency's Behavioral Consultant, as is required by the program's contract with the Regional Center, so that my Respite Caregiver can receive training and performance feedback.
13. **I will sign all required program forms after each Respite appointment,** including the Parental Verification form and Respite Caregiver's timecard.

Signature of Parent or Primary Caregiver

Date

Print Name of Parent or Primary Caregiver

Relationship to Person Served