



## CARE MOUNTAIN CONTRACTOR HANDBOOK

CONTRACTOR HANDBOOK TABLE OF CONTENT .....	1
AT-WILL STATEMENT AND DISCLAIMER .....	2
UNILATERAL CHANGE DISCLAIMER .....	2
BACKGROUND CHECKS .....	2
CONTRACTOR RECORDS .....	2
OFFICE HOURS .....	2
IMPORTANT PHONE NUMBERS .....	2
INTERNET AND COMPUTER USAGE .....	2
DRESS CODE .....	2
DRUG-FREE WORKPLACE & DRUG TESTING POLICY .....	3
VISITORS .....	3
ALCOHOL AND SUBSTANCE ABUSE TESTING POLICY .....	3
WORKPLACE SEARCH POLICY .....	3
WORKPLACE VIOLENCE .....	3
NO WEAPONS POLICY .....	4
CONSENT TO SEARCH REGARDING NO WEAPON POLICY .....	4
STANDARD PRACTICES .....	4
USE OF AUTOMOBILES/VEHICLES & MILEAGE USED FOR CLIENT .....	5
CONFIDENTIAL INFORMATION .....	5
SMOKING .....	5
CONTRACTOR MEALS .....	5
CANCELLATION .....	6
CLIENT RELATIONS .....	6
SCHEDULING .....	6
CLIENT CONCERNS .....	6
ATTENDENCE, SIGN-IN POLICY AND NOTICE OF ABSENCE (OR TARDINESS) .....	7
CLOCK IN AND CLOCK OUT PROCESS .....	7
EQUAL OPPORTUNITY POLICY .....	7
HARASSMENT POLICY .....	7
INDEPENDENT CONTRACTOR AGREEMENT .....	8
CARE MOUNTAIN PAYMENT PROCEDURES .....	8
CHECK REQUESTS / REIMBURSEMENTS .....	8
INFECTION CONTROL PRECAUTION POLICY AND COVID-19 PROTOCOL .....	9
INCIDENCE OF CLIENT ABUSE, EXPLOITATION & NEGLECT REPORTING POLICY .....	9
CERTIFICATE OF RESPONSIBILITY: CLIENT ABUSE, EXPLOITATION AND NEGLECT .....	10
EMERGENCY PREPAREDNESS POLICY .....	10
DISCIPLINARY ACTION .....	10
RECORD OF RECEIPT OF CONTRACTOR HANDBOOK .....	10

## AT-WILL STATEMENT AND DISCLAIMER

This Handbook is not a contract guaranteeing work for any specific period of time. The policies and standard operating procedures set forth in this Handbook are not an employment contract. This Handbook provides guidelines only and none of its provisions are contractual in nature. Either Care Mountain Management or the contractor may terminate any contract at any time, with written notice, with or without cause. No manager, supervisor or representative other than Care Mountain's Executive Directors have the authority to enter into any agreement guaranteeing your contract for any specific period of time or to make any written or oral promises, agreements or commitments contrary to this policy. Further, any contractor agreement entered into by the Executive Directors will not be enforceable unless it is in writing.

## UNILATERAL CHANGE DISCLAIMER

This Handbook replaces and supersedes all earlier Care Mountain personnel practices, policies and guidelines for Independent Contractors. The policies and procedures found in this Handbook may change at the sole discretion of Care Mountain. Care Mountain explicitly reserves the right to change or modify any of the provisions contained in these policies and procedures at any time, with or without advance notice. Care Mountain Portal shall contain the latest policies and procedures for your review at any time.

## BACKGROUND CHECKS

All Care Mountain contractors are subject to a criminal background check, verification with the Texas Nurse Aide Registry, and prior employment and job responsibility verifications (*See Authorization Below*)

## CONTRACTOR RECORDS

Notify Care Mountain immediately in writing of any changes in relevant personal contract information such as changes in address, phone numbers, emergency contact, or legal name.

## OFFICE HOURS

1. Care Mountain normal business hours are Monday to Friday 9 AM to 4 PM
2. After Hours (**urgent matters only**) – 24 hours a day 7 days a week call or text message to (214) 785-8512. If you do not receive a call back within 15 minutes, please call again. *If your message can wait until the next business day, please say so in your message.*

## IMPORTANT PHONE NUMBERS

- HR and Office Line for Schedule related matters - (214) 785-8512
- Payments and reimbursement related matters – (817) 309-7131
- Main Office Line – (972) 266-8978

## INTERNET AND COMPUTER USAGE

The use of Care Mountain's automation systems, including computers, fax machines, resource library and all forms of Internet/Intranet access, is for company business and is to be used for authorized purposes only. Care Mountain's automation systems are company resources and are provided as business communications tools. Use of company resources for illegal activity can lead to disciplinary action up to and including termination and criminal prosecution. Unless specifically granted in this policy, any non-business use of Care Mountain's automation systems is expressly forbidden. Violations of these policies could subject a contractor to disciplinary action up to and including termination.

## DRESS CODE

Contractor's appearance is a direct reflection on the level of professionalism when representing the company. Care Mountain is a family-oriented organization and dress should support that environment. A contractor that is in doubt about the appropriateness of a particular mode of dress should consult the Office Manager in advance. Contractors that refuse to comply with Care Mountain's reasonable standards of dress can be sent home to change into more appropriate attire. Repeated violation of can lead to disciplinary action up to and including termination of the contract.

1. Care Mountain does not have a specified uniform for Contractors.

2. All Contractors are expected to have a clean, well-groomed appearance, even when coming in to the office for work related issues.
3. Scrubs are not required unless otherwise indicated by Client.
4. Inappropriate or unprofessional appearance includes:
  - a. Long fingernails that could scratch clients during personal care
  - b. Excess of jewelry in general, especially rings that could scratch your client
  - c. Heavy perfume or scented items
  - d. Flip-flops or house shoes
5. Suggested non-scrub attire includes:
  - a. Blouses/shirts
  - b. Slacks, pants, walking shorts, capri-style pants, dresses, skirts
  - c. Blazers/sweaters/sport coats
  - d. Closed toe shoes, should be low heels, comfortable
6. Because Contractors usually don't come to the Care Mountain office before each shift, following the dress code is based upon the honor system. However, any client complaints about a Contractor's attire will be investigated and may result in removal from a client and disciplinary action.
7. Revealing clothing or clothing with inappropriate symbols or language is strictly prohibited.
8. Closed toe shoes are recommended for safety purposes.

## **DRUG-FREE WORKPLACE & DRUG TESTING POLICY**

It is the goal of Care Mountain to provide a safe and drug-free work environment. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the contractor. With this goal in mind and because of the serious safety and performance consequences of drug abuse in the workplace, Care Mountain has established the following policy and explicitly prohibits:

1. The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on-site, off-site, or while performing an assignment.
2. Being impaired or under the influence of legal or illegal drugs or alcohol while representing Care Mountain, or putting Care Mountain's reputation at risk.

It is the policy of Care Mountain that Care Mountain reserves the right and authority to test contractors for alcohol or drugs in different situations, including but not limited to: random drug screen, for cause, upon client request, as an additional pre-condition for contractor agreement, or following an incidence where the contractor is referred for this test by a doctor or hospital.

## **VISITORS**

No Visitors are permitted during schedule hours. Contractors are not allowed to have personal visitors in the client's place of work or home. In rare circumstances, with prior notice, the Office Manager may approve an exception to this policy.

## **ALCOHOL AND SUBSTANCE ABUSE TESTING POLICY**

Care Mountain reserves the right and authority to test contractors for alcohol or drugs in different situations, including but not limited to: random drug screen, for cause, upon client request, as an additional pre-condition for contractor agreement, or following an incidence where the contractor is referred for this test by a doctor or hospital.

## **WORKPLACE SEARCH POLICY**

Care Mountain reserves the right to conduct searches to monitor compliance with rules concerning security of company and individual property and other personal items. Search requests by Care Mountain are not an accusation of theft or some other crime. No Care Mountain contractor will be forced to consent to a search without fair warning.

## **WORKPLACE VIOLENCE**

Care Mountain has zero tolerance for violence in the workplace. If any Care Mountain contractor becomes aware of or observes any of the above-referenced behavior or actions by a co-worker, consultant, customer, third party

vendor, visitor, or any other party, he or she should notify Care Mountain Administration immediately. “Workplace violence” is defined to include:

1. Physically aggressive, violent or threatening behavior, such as attempts to instill fear in others or intimidation;
2. Verbal or physical threats of any sort;
3. Any other conduct that suggests a tendency toward violent behavior. Such behavior includes, but is not limited to, excessive arguing, profanity, threats of sabotage of Care Mountain’s property, belligerent speech or a demonstrated pattern of insubordination and refusal to follow Care Mountain’s standards;
4. Causing physical damage to Care Mountain’s facilities or defacing company property.

## NO WEAPONS POLICY

Care Mountain does not allow any job applicant, contractor, subcontractor, vendor, agent or representative to possess, use, conceal, carry or maintain a concealed weapon or handgun (even when carrying with proper documentation) on Care Mountain’s premises. Such premises include any portion of the building in which Care Mountain is housed, any private or public driveway, parking lot, sidewalk, street, parking garage or any other parking area used in connection with Care Mountain’s business, and any vehicle used, owned or leased by Care Mountain. Care Mountain also prohibits the carrying of a weapon or concealed handgun (even when carrying with proper documentation) on your person or property while you are rendering any services or attending any event or function relating to your contracted duties with Care Mountain or conducting any business on the company’s behalf, including but not limited to where a client is housed, any private or public driveway, parking lot, sidewalk, street, parking garage or any other parking area used in connection with Care Mountain’s services. This prohibition includes carrying or maintaining a concealed weapon or handgun (even when carrying with proper documentation) in any vehicle used in connection with your employment or brought onto Care Mountain’s premises or the location of your client.

## CONSENT TO SEARCH REGARDING NO WEAPON POLICY

In connection with the enforcement of Care Mountain’s No Weapons Policy, I give my consent to Care Mountain conducting reasonable searches for weapons prohibited by this policy, including, but not limited to: searches of my person; any locker, desk or storage area provided for me to use by Care Mountain; any personal belongings in my possession while on Care Mountain premises or while conducting business on behalf of Care Mountain, regardless of whether I am on Care Mountain’s premises, including, but not limited to, purses, handbags, briefcases and/or back packs; and/or any vehicle I have possession of while on Care Mountain’s premises, including but not limited to, any vehicle I own or use and/or any vehicle owned, leased or financed or used by Care Mountain to transport its goods or products.

- \_\_\_\_\_ Understand that the purpose of this policy is to allow Care Mountain to monitor compliance with reasonable work and safety rules and that all contractors are subject to the policy. If a search is requested, it is not an accusation of theft or other wrongdoing; it is merely part of a company investigation.
- \_\_\_\_\_ Understand that a search may include the contractors, their work areas, lockers, vehicles if driven or parked on company premises or used on company business, and any other personal items brought onto Care Mountain’s premises on or off site. All of the aforementioned areas are subject to search at any time.

\_\_\_\_\_ I hereby release and hold harmless Care Mountain, its affiliates or subsidiaries from any and all liability, including liability for negligence, associated with any searches undertaken pursuant to this policy and/or with the enforcement of this policy.

## STANDARD PRACTICES

1. Extend professional courtesy and consideration at all times to fellow contractors.
2. All Care Mountain contractors are expected to organize their tasks and client activities to make the best use of their time. Contractors should be able to work alone with clients. Contractors are expected to use discretion when watching television, talking on the phone, and taking breaks. There are no scheduled breaks during the shifts. Consideration for your client’s safety is the top priority.
3. When discussing the client with the Care Mountain administrative staff, always try to speak with discretion

and respect towards the client. Discuss all client matters quietly and in private.

4. Soliciting other workers to buy goods or services unrelated to Care Mountain is not permitted. This includes encouraging your client to hire you or your family members or friends for duties outside your realm such as lawn care, office care etc.
5. Contractor behavior is a direct reflection on Care Mountain and all are expected to conduct themselves professionally while on-site and when representing the organization in the community
6. Follow outlined procedures or directives given by the Office Manager
7. Misconduct with any client is grounds for immediate dismissal. This includes, but is not limited to, inappropriate physical contact, relationship or language, or blatantly unfair teaching practices.
8. Any contractor who does not adhere to these Policies and Guidelines is subject to disciplinary action up to and including dismissal.

#### USE OF AUTOMOBILES/VEHICLES & MILEAGE USED FOR CLIENT

1. If transportation is required for a client, Contractor must have a valid, current driver's license. It is the Contractor's responsibility to inform the office if a license is expired or revoked. Driving without a license is a state law violation.
2. When providing transportation for clients and/or running errands for clients, Contractor may be required to use their own vehicle.
3. Contractors must have adequate insurance per state law. In addition, Contractors must have a current registration and inspection on the vehicle.
4. Vehicles must be clean, inside and out, when transporting clients. If this is not the case, let the Office Manager know when the assignment is given.
5. Contractors must wear seatbelts and follow all traffic safety laws.
6. Contractor must report milage driven for client transportation and/or running errands for clients by the end of the shift when clocking out with company provided telephony system or the WellSky Personal Care (formerly called ClearCareGo) app. This is rounded to the nearest tenth of a mile. Contractors may not be reimbursed for mileage unless mileage is reported on the app when clocking out for shift.
7. Mileage is only reimbursable when used during shift for client needs. Miles driven to and from client shift are not reimbursable.

#### CONFIDENTIAL INFORMATION

Contractors may have access to confidential information about Care Mountain, its vendors and/or its clients. Contractors must agree not to use that information for personal use or to disclose such information to any other person or company. Neither Contractors nor Care Mountain shall disclose to any third parties, any trade secrets or other confidential, proprietary information of the other without the other's expressed written consent.

#### SMOKING

Smoking is not permitted in a client's home, place of work or vehicle, unless it is specifically allowed by the client. Contractors are also expected not to smoke in their vehicle when transporting clients. Contractors are expected to refrain from smoking in public locations (such as Doctor's office or restaurant) when caring for the client. If you are a smoker, discuss this with your Office Manager for every client to understand what your parameters are for smoking while working with that client. This could be subject to a client's preferences and may affect your schedule. If you are a smoker, be considerate of your clients and other professionals in regard to personal hygiene and odor. The number one complaint from clients about smokers is the smell.

#### CONTRACTOR MEALS

Always plan to bring your lunch/dinner with you to work. Clients are not expected to provide food for Contractors, and there will probably not be an opportunity to obtain food while you are with your client. If your shift is less than 6 hours, you are not expected to take time to eat a meal. When out with your client at a restaurant, plan to purchase your own food or do not order unless your client offers to buy you something. **IF** your client offers, do not indulge yourself, use discretion and order a moderate meal. When your client lives in a facility and is eating in a main dining area, escort the client to the dining room, notify a staff member of your whereabouts and find a place to eat your meal. If the client needs assistance to eat, you may have to schedule your meal at another time.

## CANCELLATION

Care Mountain may cancel any shift at the discretion of the Client. In the event of cancellation, Care Mountain will notify the Contracted Contractor.

## CLIENT RELATIONS

All Contractors are expected to adhere to the Care Mountain's Core Competencies as outlined below. These values should apply to Contractor's interactions with clients, client family members, coworkers and other professionals. Failure to do so could result in disciplinary action.

- Honor our Mission to provide excellent, high-quality care to our clients in a familiar setting.
- Be compassionate, kind, patient, pleasant, prompt and professional at all times.
- Be honest and trustworthy.
- Be respectful of yourself and others, including colleagues.
- Be prepared and embrace challenges.
- Take responsibility for your actions.
- Be flexible and adaptable.
- Practice good judgment and value a good work ethic.
- Establish and respect boundaries: Cultural, religious and political beliefs, and personal preferences.

If working in client's home do not judge the client by the home they live in. All clients and family members are to be respected and treated with kindness and dignity. All Contractors are to be respected and treated with dignity as well. If you find that your rights are being infringed upon, please report this to the office immediately. If a client asks/comments about your personal culture, religion, politics or lifestyle, you have the right to refuse to discuss this. A response such as "That's too personal to discuss" or "I don't feel comfortable talking about that" is appropriate. Do not judge or comment on a client's religion, politics, lifestyle or habits. Under no circumstances may you impose your own opinions on your clients.

Contractors may never accept or consume alcohol or any controlled substances while in a client shift. Contractors may not begin work while under the influence of alcohol or any controlled substance.

**Contractor should never leave a client alone.** Never leave a client in the middle of a shift. If a Contractor is expecting to be relieved by another Contractor at the conclusion of the assignment, the Contractor must wait for their replacement before leaving the assignment. If a problem or emergency comes up, the Contractor should call the Care Mountain Office, and wait for approval before leaving the client. Contractors may not walk out on clients. This could be considered client abandonment and be reported to the Health and Human Services and Adult Protective Services.

## SCHEDULING

1. Always confirm your schedules each week. All scheduling, or changes to a schedule, must be made through the Care Mountain office. If a fill-in shift is offered to you, please respond in a timely manner, even if your answer is "no". Keep the Schedulers apprised of your availability.
2. Due to the nature of our industry, situations with clients may change on a daily basis, which may impact the hours and services provided. Flexibility is a necessity.
3. Care Mountain must be able to reach you by phone in order to inform you of changes in your client's needs or schedule. We understand that you may not be able to call back immediately, but you are expected to keep in communication regarding your clients, and to return phone calls within 24 hours.
4. Contractors **may not impose their own scheduling needs on the clients**. The client chooses their schedule, and if you cannot work the scheduled hours, discuss it only with your Office Manager.

## CLIENT CONCERNS

Contractors are expected to address client concerns or grievances directly. Please express empathy with the client and refer them to the office where they may leave a name, number, and brief message of the issue or email [gagan@CareMountain.com](mailto:gagan@CareMountain.com) or [deepti@Caremountain.com](mailto:deepti@Caremountain.com) if you are unable to resolve your situation, the concern will be forwarded to the appropriate Office Manager. Notify the Office Manager of any grievances you receive and handle directly.



## ATTENDANCE, SIGN-IN POLICY AND NOTICE OF ABSENCE (OR TARDINESS)

1. Proper notice requires you (the contractor) **call and notify the Care Mountain office at 972-266-8978 or (214) 785-8512 at least 4 business days prior to the start of your shift** AND personally notify the Office Manager about the issue/problem for absence or tardiness, unless a verifiable emergency makes it impossible to do so. This ensures that timely measures can be taken to find a substitute or notify the client of cancellation. Care Mountain may ask for copies of documentation to support your cancellation reason. Excessive cancellations may result in disciplinary action.
2. Care Mountain reserves the right to substitute another Contractor when a Contractor is going to be, or is, more than 15 minutes late.
3. Do not go in sick - Clients are often frail and susceptible to illness, so going to work sick could endanger their health and will be subject to disciplinary action.
4. **A one-month notice is required for any vacation plans or days off requirements.** If you fail to give proper notice of attendance, you may be subject to disciplinary action, up to and including termination of your contract. If you are absent without notice for two consecutive days, you will be considered to have abandoned your contract. **There may be an Admin Fee charged to you if required notice is not provided to find a fill-in Contractor for client shifts.**

All contractors need to report to work at the time Client requests and depart only at the time Client and Contractor have agreed on. **There may be an Admin fee for tardiness or absences.**

Standards include the following (this is not an exhaustive list):

- Arriving for work no later than 15 minutes prior to the start schedule.
- Preparing the work area and having supplies at hand before shift begins.
- Remaining in the location (home/facility/office) of your client your entire shift unless the needs of the job require being elsewhere.
- Taking only the time normally allowed by client for breaks.
- Cleaning up as applicable and leaving promptly at the end of your shift unless advance permission is given by your client to work past that point.

## CLOCK IN AND CLOCK OUT PROCESS

All contractors are required to use the Care Mountain's telephony system at (888) 543-9406 OR Care Mountain's section of WellSky Personal Care (formerly called ClearCareGo) app to verify hours worked by clocking in and clocking out. This should be done at the start and end of each shift respectively. This is the official record of all time worked. **There may be an Admin Fee applied and deducted from Contractor's payment for missed clock-ins and clockouts that result manual entering or verification of shift hours.**

## EQUAL OPPORTUNITY POLICY

It is the policy of Care Mountain that decisions to hire employees and enroll contractors are based on merit, qualifications and competence. Hiring employees and enrolling contractors shall not be influenced or affected by an applicant's race, color, religion, sex, national origin, age, disability, veteran status, genetic information or any other characteristic protected by law. Care Mountain strives to provide an environment that is free of unlawful harassment of any kind. Care Mountain may make hiring decisions based on a client's specific request.

## HARASSMENT POLICY

Company policy prohibits harassment because of gender (including sexual harassment, harassment due to pregnancy, childbirth or related medical conditions and gender harassment) and harassment because of race, religion, color, national origin, medical condition, physical or mental disability, sexual orientation, age or any other basis protected by federal, state or local law, regulation, or ordinance. **ALL SUCH HARASSMENT IS ILLEGAL.**

Care Mountain's anti-harassment policy applies to all individuals involved in the operation of the company, and prohibits unlawful harassment by an employee of Care Mountain including officers, supervisors and co-workers, or by any vendors and/or independent contractors and their contractors. Contractor violators of this policy are subject to expulsion from Care Mountain's facilities when harassment occurs on company premises on or off site. Care Mountain may discontinue service to off-site violators of this policy. Furthermore, Care Mountain may

report violators to the appropriate authority for civil or criminal action. Care Mountain prohibits retaliation of any kind against contractors, who, in good faith, bring harassment complaints or assist in investigating such complaints.

#### *Examples of Prohibited Unlawful Harassment*

Prohibited unlawful harassment because of sex, race, religion, color, national origin, medical condition, physical or mental disability, sexual orientation, age, marital status or any other protected basis includes, but is not limited to, the following behavior:

1. Verbal actions such as slurs, derogatory comments or jokes, epithets or unwanted sexual invitations, advances or comments;
2. Visual conduct such as sexually-oriented, pornographic and/or derogatory photographs, posters, drawings, cartoons, gestures, e-mail or Internet sites
3. Physical actions such as unwanted touching, assault, blocking another's way or interference with work because of sex, race or any other protected category;
4. Threats or demands to submit to sexual advances or requests as a condition of continued employment, offers of employment benefits in return for sexual favors, or to avoid some other negative employment action; and
5. Retaliation against any contractor for making an allegation of harassment or for participating in such an investigation.

### INDEPENDENT CONTRACTOR AGREEMENT

You are a contractor, contracted for specific client(s). Once the contract is signed please return it to the Office Manager. If you have signed an electronic version, keep a downloaded copy with you. The Office Manager is your primary contact.

### CARE MOUNTAIN PAYMENT PROCEDURES

Pay for all hours worked will be provided on a bi-weekly basis one week after the last day of the bi-weekly period. You must use Care Mountain's telephony system or the WellSky Personal Care (formerly called ClearCareGo) app in conjunction to having your client call in and verify your total hours and mileage during the pay period. Please ensure you complete all tasks electronically, use the telephony system or app to capture times and mileage, and have your client verify your hours no later than 12PM every Monday. If any part of the verification process is not complete/accurate, you will be notified so the process can be completed. If you have not completed the entire process by the bi-weekly payroll date (Monday of the Payroll week), your deposit will be delayed until the next payroll period.

**If you have any questions or feel there is a discrepancy with your pay, please contact (817) 309-7131 only during business office hours, Monday to Friday 9 am to 4 pm.** Inquires made outside these times will be responded to on the next business day.

### CHECK REQUESTS / REIMBURSEMENTS

Any supplies personally purchased on Care Mountain's behalf must have Office Manager's approval **PRIOR** to purchase. Care Mountain will reimburse approved funds during payroll processing.

When absolutely necessary to spend your own money, expense reimbursement requests must be submitted within 30 days of the expense. Receipts turned in after the 30-day window may be subject to denial.

For reimbursement:

- Fill out an Expense Reimbursement form
- Attach the original receipt behind the form and mail form to: 2300 McDermott Dr, Suite 200, POBOX 276, Plano, TX 75025

OR

- Email the form with scanned copy of receipt to [gagan@caremountain.com](mailto:gagan@caremountain.com) or [deepti@Caremountain.com](mailto:deepti@Caremountain.com)  
Requested reimbursement will be verified with client and approved payment will be made to Contractor



## INFECTION CONTROL PRECAUTION POLICY AND COVID-19 PROTOCOL

Care Mountain maintains infection control log electronically. The log includes Date of infection, diagnosis, treatment and next steps. Caregivers are required to follow all CDC guidelines pertaining to COVID-19. In addition, Contractors are required to answer a covid questionnaire before starting any shift. If any question is answered yes, the Contractor is required to explain their answer. If the answer was not a mistake and a covid exposure has happened, the administrator proceeds with further investigation and documents in infection control log. This policy may change as per CDC guidelines as the situation with COVID-19 is dynamic and keeps evolving. Contractors will be notified of any change via email or text message.

## INCIDENCE OF CLIENT ABUSE, EXPLOITATION & NEGLECT REPORTING POLICY

Contractors have a responsibility to protect the clients if they suspect abuse, exploitation and/or neglect.

Forms of Abuse include:

- Physical: kicking, punching, pinching, shaking, scratching, slapping, biting, hair pulling, use of weapons, and burns are examples.
- Neglect: also occurs by refusing to help with bathing, toileting, or providing clean clothing or bedding.
- Sexual: unwanted sexual contact.
- Verbal: unkind or hurtful words, shouting, screaming, use of obscenities directed at an individual.
- Economic: controlling money so that the individual is denied food, clothing or access to their assets or gifts from others.
- Social: controlling friendships by limiting phone calls or visits by family and friends.

Forms of Neglect include:

- Nutrition: A client does not have adequate nutrition available, or is being denied food/water
- Negligence: A client is in danger because a caretaker/employee or contractor is not present/awake while a client is in need. (wandering, falling, injuries when no one is present; Contractor sleeping while client is awake)
- Health: A Caretaker fails to provide prescribed medications or medical attention as needed; Or a client does not have adequate shelter, heat/cooling, bedding, clothing, etc.

Forms of Exploitation include:

- Theft: Any item reported as missing or stolen, after adequate search of client's residence
- Exploitation: Any report of a client being taken advantage of: giving excessive money or property to family, strangers, friends, neighbors, Contractors, telephone scams, etc. While this is always reportable, understand that a client with adequate cognitive capacity may make purposeful decisions that seem exploitive to outsiders.

Any contractor who has cause to believe that the physical, mental health or welfare of a client has been, or may be, adversely affected by abuse, exploitation or neglect caused by another person must report **within twenty four hours** after having the knowledge or suspicion of the abuse or neglect to:

- TDPRS (Texas Department of Protective and Regulatory Services) at (800) 252-5400
- Texas Department of Health and Human Services at (800) 458-9858
- And the Care Mountain office

You may be criminally liable for failure to report abuses.

A contractor has a cause of action against Care Mountain, its owner(s) or employee or contractor(s) if he/she is terminated, disciplined or discriminated against as a result of reporting abuse or neglect.

The person reporting must make an oral report to both places immediately on learning of the alleged abuse or neglect, especially if there is a cause to believe that the incident occurred. A written report must be sent no later than the fifth calendar day after the oral report. Fill out the 3613 completely and have an Administrator sign it. The Office Manager or Administrator may assist the contractor in reporting abuse or neglect or do so on behalf of the employee or contractor.

Remember the data required to report the incidence include: Incident date, The alleged victim, The alleged perpetrator, Any witnesses, The allegation, any injury or adverse affect, any assessment made, any treatment required, the investigation summary, any action taken.

## CERTIFICATE OF RESPONSIBILITY: CLIENT ABUSE, EXPLOITATION AND NEGLECT

I have read the ‘Incidence of Client Abuse, Exploitation & Neglect reporting policy’ above and understand my obligations and rights regarding reporting suspected reports and neglect. Furthermore, I understand that I may be criminally liable for failure to report abuses.

## EMERGENCY PREPAREDNESS POLICY

Key parts of this policy include:

1. Each client will have specific instructions that will help Contractors handle an emergency. It is extremely important that Contractors follow these procedures. (including 911 instructions)
2. Contractors are expected to understand, in advance of an emergency, how an emergency should be handled with that client.
3. During a City-wide Emergency, your obligation to your client remains up to a point.
  - Be Prepared. Your own family should have an Emergency Plan in place and know where to go, who to call, where to meet if separated
  - YOU as a contractor have a responsibility to Care Mountain’s clients. **Contractors should never leave a client alone in an emergency!**
  - We are licensed by the State of Texas, and failure to provide a “Good Faith Effort” to care for your clients in an emergency could result in serious action.

If there is an emergency, Care Mountain Staff will call you and the client – if you know of an emergency and have not gotten a call – CALL US! (972) 266-8978 or (214) 785-8512

## DISCIPLINARY ACTION

Failure to adhere to the policies laid out in this handbook will result in disciplinary action up to and including immediate termination without advance warning. The level of the disciplinary action will be at the discretion of Care Mountain Management and/or the Office Manager. You have the right to appeal a disciplinary action with the Care Mountain Management and/or the Office Manager, should you feel it is unwarranted

## RECORD OF RECEIPT OF CONTRACTOR HANDBOOK

I, \_\_\_\_\_, acknowledge receiving Care Mountain’s independent contractor Handbook. I clearly understand that this policy Handbook does not create a contract for employment with Care Mountain, and that Care Mountain may change or modify the policies and procedures in this Handbook at any time, with or without prior notice. I understand that the latest copy of the policy can be obtained from Care Mountain portal at [app.caremountain.com](http://app.caremountain.com) by logging in with my username and password OR by requesting Care Mountain Management to email a copy. I have read and understood the policies outlined in the Care Mountain Handbook, and agree to be bound by the company’s rules and regulations during my contract with the company. I understand that violating the policies and procedures described in this Handbook may lead to discipline, up to and including termination of contract.

I agree to adhere to these policies as a condition of continued contract with Care Mountain. I further acknowledge that my failure to adhere to these policies may subject me to disciplinary action, up to and including immediate termination without advance warning. I hereby release and hold harmless Care Mountain and its affiliates or subsidiaries from any and all liability, including liability for negligence, associated with any enforcement of these policies.

I understand that information regarding client’s identity, address, behaviors, care, treatment, finances and family is confidential information and is not to be discussed outside the realm of my professional relationship to client. I will not release information, written or verbal, regarding any client to other agencies without the authorization of the client according to established policies and procedures of Care Mountain. Further, I understand that violation of client confidentiality is grounds for disciplinary action, which may include termination of my contractor agreement. I further agree to accurately report client progress or regression and accurately document all aspects of client care according to Care Mountain’s policies and procedures.

I have reviewed or will review Care Mountain ‘Notice of Absence or Tardiness’ policy and ‘Attendance and Sign-in’ policy and I understand that there may be an Admin Fee charged to me if required notice is not provided to find a fill-

in Contractor for client shifts or for tardiness and absence. I understand that there may be an Admin Fee charged to me for tardiness and absence.

I understand the clock in and clock out process and understand that there may be an admin fee applied and deducted from my payment for missed clock-in or clock outs resulting in manual entering or verification of shift hours.

I have reviewed or will review the Policy against Harassment and have been given the opportunity to ask questions about the policy. I know that I may file a complaint of harassment or participate in an investigation without fear of retaliation.

I have reviewed or will review Care Mountain’s infection control, COVID-19 protocols, and blood borne pathogen’s policy per the company’s policies and procedures handbook.

\_\_\_\_\_  
CONTRACTOR SIGNATURE

\_\_\_\_\_  
DATE