

NaNaZWoRLD POLICY MANUAL

NaNaZWORLD HOME HELPERS LLC

Established July 9th 2021

POLICY GUIDE



Independent Care Contractor Agreement

NON-COMPETE CLAUSE

www.nanazworld.life

DISCLAIMER

The policies, procedures and guidelines contained in this Policy Guide Book are subject to change at any time, do not confer any obligation on the part of NaNaZWoRLD Home Helpers, LLC and do not create any right to employment on the part of NaNaZWoRLD Home Helpers LLC

POLICY GUIDE

Updated January 1st, 2025

Motto:

Helping to keep you and yours safely in your own home
as long as possible with a Smile and Good Attitude!

Owner / President:

Shonda O'Berry E-Mail: (shondaoberry@gmail.com)

Contact Hours: (Mon-Thurs 10a-6p, Fri 10a-2p)

Office Line: 231-636-1003 (Calls Only - No Text)

Cell Phone: 616-432-7282 (calls/text)

WEBSITE: nanazworld.life

Office Hours: Mon-Thurs 10a-6p, Fri 10a-2p

Office Line: 231-636-1003 (Calls Only)

After Hours Line: 231-613-8163 (Calls/Text)

Office Manager (Payroll Issues) 231-613-8163 (call/text)

Client Acquisition Specialist 231-613-8204 (call/text)

Mission

NaNaZWORLD Home Helpers LLC is a state-certified non-medical personal care agency that provides **Activities of Daily Living (ADL) assistance, housekeeping, shopping, respite, hygiene assistance, outings and companionship services** to help support elderly adult independence, freedom, and quality of life in the comfort of their own home.

Vision

Our promise to our Clients, Independent Care Contractors and Communities that we serve: **Compassion, Discretion, Advocacy, Support and Respect** We're passionate about helping Seniors, and we welcome any opportunity to help them remain independent as long as possible. At NaNaZWORLD, it is our goal to provide our Home Helpers with the training and support they need to deliver superior quality in-home care with dignity, pride, love, and compassion.

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2/5/2025 Shonda O'Berry Founder's Letter

I am so happy that you have decided to join our team. Welcome to NaNaZWorID!!

The past four years have been a life changing experience for me. Nanazworld started as a dream and then became a legal reality in July of 2021. When covid hit, the way we conduct business was vastly changed and caused many companies to go out of business, many businesses just like ours. Two companies like ours went out of business and left a gaping hole in Northern Michigan in 2021, so I decided to fill that hole with my hopes and dreams.

I started the Company with a 5,000 Loan from my Mother which I was able to pay back within 16 months. Every year we have grown bigger and have been able to help more and more of the elderly in our communities. I keep our Customer Rates as low as possible while paying my helpers as much as I can. Around 80% of client income goes directly to the helpers and 10% goes to business expenses, the other 10% goes to my family so I can feed my animals, buy groceries, and pay bills. My friends and family tell me I work for Pennies, but I have a roof over my head, food in the fridge, reliable transportation, my family, my animals, my health and my helpers so I am comfortable with what I have. This company gives me purpose, and I hope it can do the same for you. I feel we are doing God's work.

Huge Shout out to Sheppard Staffing for helping make this company a reality. Thank you Anne! With her retirement and the closure of her company she referred all her clients to us and gave us a leap start in this niche business. Huge Shout out to Patricia Williams as well for introducing me to Anne and helping to grow our company to what we are now. She has been with me from the start and I value her extensive knowledge and contacts in the Home Health world. Patricia was my valued assistant and sound board for years and is still with us currently as an honored caregiver in our company. Thank you Pat for all you have done and all you currently do. I would also like to give a shout out to my Current Assistant and now Office Manager Tamara Robbins. She brought us from doing all the paperwork by hand to a new age system of apps, computers, and electronic notation, helping us to now be able to accept insurance and put all our ducks into one basket. Since she joined the team last year we have almost doubled our client and helper base. Thank You Tamara for going above and beyond to help us succeed. Tamara is also responsible for our new logos, brochures, business cards, and she created our awesome website www.nanazworld.life. Please take some time to review our website when you have a chance, she did a great job.

I moved up North from Grand Rapids, Michigan in 2017 after completing my Bachelors Degree in Psychology at GVSU. I minored in Business, Sales, and Marketing. I am a Mother of two, Kassandra and Shawn, and I currently have one Grandson Carter who just turned 2. I have a small ranch in Scottville, Michigan where I live with my soon to be husband Joseph, 3 Dogs, 2 Barn Cats, 2 Horses, 2 Burro Donkeys, 30 Chickens 2 Ducks and a Turkey. My hobbies include Horseback Riding, Camping, Karaoke, and this Business. However, this business has become so much bigger than me now, I can no longer call it a hobby.

I look forward to getting to know you better, and please never be afraid to talk to me. I am always up for new and unique ideas from my Helpers. If you have an issue, please talk to me or one of my managers so we can work through any problems that may arise. Please remember Honesty is Key in this business. Be up-front, honest, and represent our company with compassion and integrity. If you have a special skill that may be beneficial to the company, talk to me and perhaps we can find a way to incorporate your skills into your contracts here.

Thank you for taking the time to read my little note.

**Shonda O'Berry.
Owner and Founder**

INTRODUCTION

This policy manual ("Manual") has been prepared as a guide book for Independent Care Contractors of NaNaZWoRLD Home Helpers, LLC. It also contains general guidance serving as the basis for policies and procedures that NaNaZWoRLD Home Helpers, LLC may develop. The policies and procedures described in this Manual are implemented at the discretion of NaNaZWoRLD Home Helpers, LLC and may be modified, changed, deleted and/or added to at any time and from time to time. Any and all decisions by NaNaZWoRLD Home Helpers, LLC officers, directors, managers and/or supervisors concerning the interpretation or application of these policies and procedures are at NaNaZWoRLD Home Helpers, LLC sole and absolute discretion and shall be absolute, final and binding upon all Independent Care Contractors. The policies and procedures set forth in this Manual (and any subsequent amendments and/or revisions thereto) revoke any and all previous inconsistent policies and procedures (whether oral or written) of NaNaZWoRLD Home Helpers, LLC effective immediately upon communication by NaNaZWoRLD Home Helpers, LLC to its helpers. Please note, however, that the policies and procedures contained within this Manual do not represent and are not to be construed as an exhaustive list of all NaNaZWoRLD Home Helpers, LLC policies and procedures and this Manual does not cover every situation that may arise from day to day. NaNaZWoRLD Home Helpers, LLC may adopt policies and/or procedures in addition to those set forth within this Manual from time to time, at its sole and absolute discretion; however, in the event of any conflict between such policies or procedures and this Manual, the provisions contained within this Manual shall govern unless otherwise specifically set forth in writing.

THIS MANUAL IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, AND NO PROVISION OF THIS MANUAL IS INTENDED TO CREATE AN EMPLOYMENT CONTRACT OR OTHER CONTRACTUAL RELATIONSHIP BETWEEN NaNaZWoRLD Home Helpers, LLC AND ANY PERSON. EXCEPT AS OTHERWISE PROVIDED IN THIS MANUAL AND/OR IN A WRITTEN EMPLOYMENT CONTRACT OR OTHER WRITTEN AGREEMENT, NaNaZWoRLD Home Helpers, LLC AND ALL OF ITS Independent Care Contractors HAVE A RELATIONSHIP THAT IS KNOWN AS AT-WILL", MEANING THAT NaNaZWoRLD Home Helpers, LLC OR THE Independent Care Contractors MAY TERMINATE THE CONTRACTUAL RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF A WRITTEN AGREEMENT AND THIS MANUAL, THE WRITTEN Independent Care Contractor AGREEMENT SHALL GOVERN.

NaNaZWoRLD Home Helpers, LLC is an administrator for Michigan Home Help Care Programs providing Personal Care, Housekeeping and Respite. All Independent Care Contractors should recognize the State of Michigan frequently changes and updates policies and procedures. For the latest policies and procedures, all helpers should consult the latest changes on-line at [Michigan Department of Health & Human Services](http://www.michigan.gov/mdhhs) <http://www.michigan.gov/mdhhs>

Independent Care Contractors Information:

AT WILL Contractual Agreement

It is our hope and expectation that both NaNaZWoRLD Home Helpers, LLC and each Independent Care Contractor will have a long lasting and mutually beneficial relationship. However, as an Independent Care Contractor develops new skills and as an Independent Care Contractors circumstances may change, an Independent Care Contractor may choose to pursue other career opportunities. Likewise, business directions and needs are subject to change. For this reason NaNaZWoRLD Home Helpers, LLC has an at-will Contractual Agreement policy that allows either the Independent Care Contractor or NaNaZWoRLD Home Helpers, LLC to terminate the Independent Care Contractor Contract relationship at any time and for any reason.

EQUAL OPPORTUNITY STAFFING AGENT

NaNaZWoRLD Home Helpers, LLC is an equal opportunity Staffing agent. It is our policy to find work for Independent Care Contractors without regard to race, color, creed, religion, sex, sexual orientation, age, marital status, physical or mental disability, national origin or ancestry, veteran's status, or any other category protected by federal state or local law. This policy applies to all aspects of care under the umbrella of NaNaZWoRLD Home Helpers, LLC, including but not limited to application, hiring, selection and placement, training and development, promotion, compensation, benefits, recalls, leaves of absence, discipline and termination.

NaNaZWoRLD Home Helpers, LLC is committed to complying fully with the Americans with Disabilities Act ("ADA")

Our organization will not discriminate against or harass any independent care contractor because of race, color, creed, religion, national origin, sex, sexual orientation, disability, age, marital status, membership or activity in a local human rights commission, or status with regard to public assistance. Such practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship per Independent Care Contractor contract.

NaNaZWoRLD Home Helpers, LLC is a Staffing Agency which hires Independent Care Contractors. (A 1099 worker is an independent contractor that completes particular jobs or assignments; you are **NOT** employees of the company).

OPEN DOOR POLICY

NaNaZWoRLD Home Helpers, LLC values all of its Independent Care Contractors and is committed to providing a positive work environment where Independent Care Contractors take responsibility and ownership for problem solving at all levels of the business. We desire and expect all Independent Care Contractors to be fully informed of NaNaZWoRLD Home Helpers, LLC policies and procedures affecting their jobs, work environments and client relationships. Independent Care Contractors are invited to seek information on matters affecting their job assignments. If a problem or issue affecting work should arise, NaNaZWoRLD Home Helpers, LLC is available to listen, counsel, or discuss concerns.

PERFORMANCE EVALUATIONS

Independent Care Contractors will receive regularly scheduled performance evaluations performed by Supervisors according to program requirements. Evaluations are made through direct observation of the Independent Care Contractors work and/or through consultation with the clients. Supervisor evaluations does not change the at-will nature of contract at NaNaZWoRLD Home Helpers, LLC.

DISMISSAL POLICIES AND DISCIPLINARY PRACTICES

The goal of NaNaZWoRLD Home Helpers, LLC disciplinary policy is to correct improper behavior and eliminate unacceptable performance or behavior while protecting the interests of our clients. With this in mind, NaNaZWoRLD Home Helpers, LLC may use progressive or creative disciplinary procedures when dealing with Independent Care Contractor problems. The purpose is to enable Independent Care Contractors to understand what is expected in terms of behavior and performance and to provide NaNaZWoRLD Home Helpers, LLC Independent Care Contractors with a reasonable opportunity to correct improper or unacceptable behavior. NaNaZWoRLD Home Helpers, LLC goal is to resolve problems through open communication. The normal steps in the process are as follows:

1. Oral reprimand
 2. Written reprimand (placed in Independent Contractor file)
 - Strike 1 3 day suspension
 - Strike 2 10 day suspension
 - Strike 3 6 month suspension
- Suspensions are (without pay)
4. Termination of Independent Care Contractors Contract - No Rehire

The above steps may not be used in all situations, and in no way should any provisions within this Manual be considered a contract or guarantee of job assignment. As described above, NaNaZWoRLD Home Helpers, LLC has an “at will” policy, and either an Independent Care

Contractor or NaNaZWoRLD Home Helpers, LLC may terminate the Independent Care Contractor contract at any time, with or without cause, and with or without advance notice, unless otherwise provided in a written agreement signed by both the Independent Care Contractors and an authorized officer of NaNaZWoRLD Home Helpers, LLC.

There are some situations where progressive discipline is not appropriate, and an Independent Care Contractor may be terminated without going through all or any of the steps indicated above. This may occur if the health, safety or welfare of a NaNaZWoRLD Home Helpers, LLC client, or representative is endangered in any way by an Independent Care Contractor conduct; certain actions constituting grounds for termination as set forth within this Manual are taken, or in other situations deemed necessary by NaNaZWoRLD Home Helpers, LLC, in its sole and absolute discretion. For example, an Independent Care Contractor who fails to report for work for two (2) consecutive shifts without notifying NaNaZWoRLD Home Helpers, LLC Management of inability to work may be subject to immediate termination. No future Independent Care Contractor recommendations will be furnished to any Independent Care Contractor whose services are terminated for disciplinary action.

VOLUNTARY RESIGNATION/CHANGE IN INDEPENDENT CONTRACTORS STATUS

NaNaZWoRLD Home Helpers, LLC requests that each Independent Care Contractor provide NaNaZWoRLD Home Helpers, LLC with written notice **two (2) weeks** prior to the Independent Care Contractors voluntary contract cancelation. Upon contract cancellation or other change in status with NaNaZWoRLD Home Helpers, LLC, NaNaZWoRLD Home Helpers, LLC also requests that each Independent Care Contractor sign a Status Change Form.

NaNaZWoRLD Home Helpers, LLC has a NON-COMPETE CLAUSE:

All client hours must go through NaNaZWoRLD Home Helpers, LLC. Failure to comply may result in a fine up to \$2500. If you terminate your Independent Care Contract with NaNaZWoRLD Home Helpers, LLC you must wait 6 months before being legally eligible to work for any referred client. A client may buy you out of your Independent Care Contract for \$2500. Any and all extra shifts, hours and weekends must go through NaNaZWoRLD Home Helpers, LLC. There is no moonlighting for contractual clients even if they ask.

Independent Contractor RESPONSIBILITIES

PERSONAL APPEARANCE & PROFESSIONALISM

A neat, professional, well-groomed appearance is required and expected of all NaNaZWoRLD Home Helpers, LLC Independent Contractors when they are working. This is important as the Independent Contractors act as visual representatives of NaNaZWoRLD Home Helpers, LLC and are an essential part of the professional image we want to present. Black pants (jeans or thick leggings are permissible, Scrub top, black shorts for summer, no shorter than 3" above the knee are permitted. Hair must be up off shoulders or pulled back. Males must be clean shaven. Name Tags worn and returned if you leave service. (There is a \$20.00 replacement/non-return fee).

Electronic devices, including mobile/cellular phones, tablets, laptops, PDAs and other mobile devices, have become an integral part of daily life and socialization. However, Independent Contractors are expected to concentrate on their professional responsibilities and must refrain from the personal use of these devices at work (including while travelling between client appointments).

To protect the client's safety, privacy, and quality of care, Independent Contractors must not bring others, including children and pets, to the client's home while working without written consent from NaNaZWoRLD Home Helpers, LLC management and the client we are entrusted in taking care of.

EMPLOYEE FILES

Independent Contractors files are maintained for each staff member at the office of NaNaZWoRLD Home Helpers, LLC. The purpose of an Independent Contractor file is to maintain an accurate record of each Independent Contractors work history and current status with NaNaZWoRLD Home Helpers, LLC. Forms, documents and correspondence relevant to an Independent Contractors status are maintained and protected in the permanent file. The following forms are required to be kept in an Independent Contractors file:

NaNaZWoRLD Home Helpers Application,

DHS Application

DHS Background Study with Results

Acknowledgment Form

Fraud Statement Form

State Training Certificates

Tax Form (W-9) and/or 1099 Tax Form

Eligibility to Work in United States (I-9)

Independent Contractors Performance, Documentation of qualifications, orientation, training, and performance evaluations as required by Michigan State law.

Each Independent Care Contractor has the responsibility of notifying NaNaZWoRLD Home Helpers, LLC of changes to information within the Independent Care Contractors file to ensure that such helper's records are current as to the following:

Name

Address

Telephone number

Emergency Contact

(W-4) and/or 1099 Tax Form

Eligibility to Work in the United States (I-9)

NaNaZWoRLD Home Helpers, LLC cooperates with outside organizations by providing information, upon request, about current and former Independent Care Contractors. Information released is limited to dates of contract and most current job title. No other information is provided without written consent from the Independent Care Contractors or as required by law.

UNABLE TO WORK/CHANGE IN SCHEDULE

During Orientation with the Independent Care Contractors, Supervisor and client, a schedule is determined based on the care plan and client's needs. It is NaNaZWoRLD Home Helpers, LLC expectation that the Independent Care Contractor works the schedule according to the plan. In the event a Independent Care Contractor is unable to report to work, the **Independent Care Contractor must notify the Supervisor. DO NOT CONTACT THE CLIENT DIRECTLY.**

NaNaZWoRLD Home Helpers, LLC

The Independent Care Contractor should attempt to contact a **substitute Caregiver** as available and needed.

If a Independent Care Contractor would like to perform substitute work, they should notify the direct Supervisor.

If the schedule needs to be changed, the Independent Care Contractor must notify the Supervisor and any updates must be approved by all parties before the Independent Care Contractor may change the schedule.

PAYROLL/TIME SUBMISSION POLICY

NaNaZWoRLD Home Helpers, LLC payroll and timesheet completion and submission policies will be as determined by NaNaZWoRLD Home Helpers, LLC from time to time and communicated to NaNaZWoRLD Home Helpers, LLC Independent Care Contractors in writing. Notwithstanding entries on timesheets, Independent Care Contractors will not be compensated by NaNaZWoRLD Home Helpers, LLC. for hours worked in excess of hours specifically authorized in writing on the client's Service Plan or for time put in when their client is not enrolled in Medical Assistance or on a Waiver without prior written permission from Management or designee. Michigan law also prohibits any Independent Care Contractor from providing or being paid for more than two hundred seventy five (275) hours per month of

personal care assistance without respect to the number of clients, recipients or employers (this includes work performed for NaNaZWoRLD Home Helpers, LLC.)

ALL INDEPENDENT CARE CONTRACTORS WHO PERFORM CARE SERVICES FOR COMPENSATION FROM PROVIDER(S) OTHER THAN NaNaZWoRLD Home Helpers, LLC MUST NOTIFY NaNaZWoRLD Home Helpers, LLC OF THE NAME(S) OF ANY OTHER PROVIDER(S) AND THE NUMBER OF HOURS WORKED FOR SUCH OTHER PROVIDER(S) DURING EACH PAY PERIOD.

Timesheets (Axis Care clock in/out and Notes/ADL's are Legal Documents)

As a condition of payment, NaNaZWoRLD Home Helpers, LLC must document each occurrence of health services provided in the client's health service record.

A. NaNaZWoRLD Home Helpers, LLC uses **electronic time cards and care/ADL notes**. Each Independent Care Contractor must use:

AXIS Care APP to check your schedule, to clock in prior to their shift and fill out Client Notes and/or ADL's assigned to client care, any expenses incurred and clock out when their shift is completed. If you have trouble accessing the AXIS Care APP due to signal, weather ect. NaNaZWoRLD Home Helpers Supervisor must be contacted immediately to log you in or out.

Using DISCORD MOBILE APP as our TEAM SERVER. This is what we use to verify clock ins/outs, contacting other Independent Care Contractors under contract with NaNaZWoRLD Home Helpers, LLC to cover shifts, chat and share other information pertaining to our jobs. Policies, trainings and more are shared here. Proper etiquette must be shown at all times on the community discord, rudeness, disrespect, and arguments will not be tolerated. Failure to follow proper etiquette on the community server can lead to disciplinary actions.

Timesheet Requirements: The proper client's assigned number must be on each line of the record page. Each entry in the health service record must contain: (1) The date on which the entry is made. (2) The date or dates on which the health service is provided. (3) The length of time spent with the client if the amount paid for the service depends on time spent. (4) Any expenses incurred on your shift. (5) The signature of the Independent Care Contractor.

Timesheets must be submitted by 8 pm. Sunday and It is the responsibility of the Independent Care Contractor to verify that the Independent Care Contractors timesheet has been received and approved for payment.

NaNaZWoRLD Home Helpers, LLC pays weekly and makes every effort to have electronic payments and paper **checks available on Fridays**. However, payments may not be guaranteed due to extenuating circumstances (including without limitation holidays, mail interruptions and electronic transfer delays). Consult NaNaZWoRLD Home Helpers, LLC for holiday schedule changes. Timesheets and expense reports must be submitted consistently, every week. Failure

to submit timesheets on time may result in a delay of pay and may be applied to next pay period. The confidentiality of all Independent Care Contractors timesheets must be protected because they contain client's personal and confidential information protected by law. It is the Independent Care Contractor's responsibility to protect the confidentiality of the Independent Care Contractors timesheets by either properly storing the timesheets (and all copies) in a secure location (and/or on a password encrypted device if stored electronically) Originals can be turned into the office for proper storage.

FRAUD, WASTE AND ABUSE AWARENESS TRAINING; TIME LIMITATIONS

1. Billable Time / Fraudulent and Criminal Activities

The only time that is acceptable for being recorded, paid, and billed is time spent in the presence of the client or time accomplishing tasks that are on the client's care plan.

Listed below are examples (but by no means an exhaustive list) of actions that authorities may consider fraudulent and/or criminal, all of which are expressly prohibited conduct for all employees of NaNaZWoRLD Home Helpers, LLC and can result in disciplinary action, including immediate termination (as well as possible criminal sanctions, including jail time):

- a. Recording time for the client in home when the client is not there; for example, cooking a meal and bringing it to the client or washing the client's laundry at the Independent Care Contractors home is not permitted. Independent Care Contractors must be physically present with the client to claim time. Exceptions are limited to shopping for clients needs.
- b. Recording incorrect data; for example Independent Care Contractor works on Tuesday and puts the time down for Saturday.
- c. Recording extra time; for example Independent Care Contractor records a start time of 9:00 a.m. when Independent Care Contractor arrived at 9:08 a.m. Per NaNaZWoRLD Home Helpers, LLC you clock in on Axis when you arrive and client is within sight, if you clock in at 9:08am, you fulfill your entire shift. (If your visit is 1 hour then you would clock out at 10:08am.)
- d. Overlapping time for multiple clients; for example Independent Care Contractor records time for client A: 9:00 a.m.-3:00 p.m. and on the same day records time for client B: 2:00 p.m.-5:00 p.m.
- e. Recording hours on a day when absent; if Independent Care Contractors misses a day with the client for any reason and records time for that missed day (even if the client said the Independent Care Contractor could). Exceptions allowed only for shifts canceled day of service. Minimum 3 hour shift or WV can be billed. Supervisor must be notified immediately to verify the cancellation visit.
- f. 2. Recording time when the client is unavailable; for example Independent Care Contractor records time on a day where the client is in a hospital, long term care facility or incarcerated.

2. Recording time when the client is unavailable; for example Independent Care Contractor records time on a day where the client is in a hospital, long term care facility or incarcerated.

INDEPENDENT CONTRACTOR's Time Limitations.

- a. Independent Care Contractors are not allowed to work more than forty (40) hours per week with any single client. Maximum 52 hours per week with multiple clients. Only 3 overnight shifts allowed with any single client, a 4th or 5th overnights are allowed with multiple clients. Max 5 overnights.
- b. Independent Care Contractors are not to exceed their client's week to week plan without authorization from their Supervisor
- d. Independent Care Contractors must not work (for NaNaZWORLD Home Helpers, LLC or any other agency/provider in the aggregate) more than two hundred seventy-five (275) hours in any month, fifty (52) hours in any calendar week, or fourteen (14) hours in any calendar day. Unless prior Authorization is in effect for special circumstances. Example: Client is in their final week and is more comfortable with a single caregiver.
- e. Independent Care Contractors must not work (for NaNaZWORLD Home Helpers, LLC or any other agency/provider collectively) more than six (6) consecutive calendar days, unless such Independent Care Contractors Supervisor has previously documented in writing the reason and need for the same.
- f. Independent Care Contractor must not work (for of any other provider(s) and the number of hours worked for such other provider(s) during each pay period. NaNaZWORLD Home Helpers, LLC or any other agency/provider collectively) for a time period of at least eight (8) consecutive hours after each fourteen (14) hours of work (for NaNaZWORLD Home Helpers, LLC or any other agency/provider collectively), unless such Independent Care Contractors Supervisor has previously documented in writing the reason and need for the same.
- g. Independent Care Contractors are subject to disciplinary actions up to and including possible termination for any time in excess of any of the preceding and foregoing time limitations.
- h. All Independent Care Contractors who perform care services for compensation from other Provider(s) than NaNaZWORLD Home Helpers, LLC of any other provider(s) and the number of hours worked for such other provider(s) during each pay period.
- i. NaNaZWORLD Home Helpers, LLC does not pay mileage to and from clients residence. However, a \$5.00 incentive will be charged to the client and paid to the helper if clients residence is over 20 miles from the caregivers residence.
Intervisit Milage is \$.57 per mile. Payable to helper if he/she uses own vehicle for client purposes. Example: shopping with/without client or outings with client. If helper uses clients vehicle, no compensation.

NaNaZWORLD Home Helpers, LLC reserves the right to make unannounced visits to clients to investigate accuracy of timesheets, as well as to inform governmental investigative officials regarding any irregularities in Independent Care Contractors time reports. NaNaZWORLD Home Helpers, LLC also reserves the right to impose disciplinary sanctions (including, without limitation, termination of contract) for the same. NaNaZWORLD Home Helpers, LLC uses strikes, disciplinary actions and terminations to prevent fraudulent time billings to Medical Assistance. A strike is given to any Independent Care Contractors who turns in time that is not legal.

Visits or telephone calls that Supervisors make to a client's home are all required to be documented, including who was there, time and date. When time is prepared for billing to Medical Assistance, timesheets are cross-referenced with management records. If timesheets are in conflict with other records, Independent Care Contractors will be asked to resubmit their timesheet(s) as remedied to correct discrepancies. Depending on the circumstances, a Independent Care Contractors could receive a strike, possible disciplinary action or termination, at NaNaZWoRLD Home Helpers, LLC's sole and absolute discretion. Independent Care Contractors should be careful to record only actual time worked. The State of Michigan also performs audits of time records and has authority to request time records from all jobs held by an Independent Care Contractor. Independent Care Contractors are expected to record time honestly and only record time when an Independent Care Contractor is with their client, providing care for the client.

INDEPENDENT CARE CONTRACTORS MUST BE PHYSICALLY PRESENT WITH THE CLIENT, PROVIDING CARE FOR THE CLIENT, TO CLAIM TIME FOR THAT CLIENT.

TRAVEL REIMBURSEMENT

See Above for current payouts.

NaNaZWoRLD Home Helpers, LLC does not reimburse mileage for Independent Care Contractors with respect to any work-related travel (whether to/from home, between clients and/or to/from the NaNaZWoRLD Home Helpers, LLC office). We do however pay mileage when you transport a client in your vehicle, use your vehicle to obtain any needs for the client that might arise. NaNaZWoRLD Home Helpers, LLC does charge a \$5.00 mileage fee to the client (per client contract) for any helper that travels 20+ miles from home to client's residence.

SERVICE VERIFICATION POLICY

In accordance with State of Michigan policy, NaNaZWoRLD Home Helpers, LLC will make unannounced calls each calendar quarter for every NaNaZWoRLD Home Helpers, LLC client, to verify both Independent Care Contractor and client are present and cares are being performed. Both Independent Care Contractor and client must use the same phone to acknowledge the call, and if either is not available, another call will be made. Dates, time of call, name of Independent Care Contractor and name of client will be recorded and timesheets will be reviewed to confirm the results of the calls. If NaNaZWoRLD Home Helper and client cannot be reached by phone, an unannounced site visit must be conducted.

EMERGENCY USE OF MANUAL RESTRAINTS

All Independent Care Contractors are subject to the NaNaZWoRLD Home Helpers, LLC. Emergency Use of Manual Restraints Policy as adopted and amended by NaNaZWoRLD Home Helpers, LLC at any time and from time to time. A copy of the Emergency Use of Manual Restraints Policy is attached hereto as Exhibit B.

EMERGENCY RESPONSE, REPORTING & REVIEW POLICY All Independent Care Contractors are subject to the NaNaZWoRLD Home Helpers, LLC. Emergency Response,

Reporting & Review Policy as adopted and amended by NaNaZWoRLD Home Helpers, LLC at any time and from time to time.

INCIDENT RESPONSE, REPORTING AND REVIEW POLICY

All Independent Care Contractors are subject to the NaNaZWoRLD Home Helpers, LLC Incident Response, Reporting & Review Policy as adopted and amended by NaNaZWoRLD Home Helpers, LLC at any time and from time to time. A copy of the Incident Response, Reporting & Review Policy is attached hereto as Exhibit D.

PERSON-CENTERED PLANNING AND SERVICE DELIVERY

Independent Care Contractors must comply with the client's care plan that addresses each client's preferences, daily needs, interests, activities, and personal goals.

ETHICAL STANDARDS

NaNaZWoRLD Home Helpers, LLC is committed to the highest ethical standards in the conduct of business. These ethical policies go beyond rules set by law, as we know that our Independent Care Contractors and the public's trust in NaNaZWoRLD Home Helpers, LLC is both a serious responsibility and a valid expectation. While it is not possible to develop a detailed set of rules which cover all circumstances, or which serve as a substitute for good judgment and ethical conduct, the purpose of this Chapter is to set forth the business ethics of NaNaZWoRLD Home Helpers, LLC in a written format which provides clear guidance to all employees.

GENERAL GUIDELINES

All Independent Care Contractors have a personal responsibility to ensure that their actions meet the highest ethical standards and to abide by the laws, rules, and regulations that apply to their work. Therefore, Helpers must:

1. Conduct the business of NaNaZWoRLD Home Helpers, LLC honestly, ethically and in good faith. Independent Care Contractors must use good judgment in performing job responsibilities. Occasionally, Independent Care Contractors may find themselves in a situation where their responsibilities under the law and NaNaZWoRLD Home Helpers, LLC policy are unclear. In that circumstance, Independent Care Contractors should consult their Supervisor to be certain that they are using good judgment and acting consistent with the law and NaNaZWoRLD Home Helpers, LLC policies.
2. Cooperate fully and honestly with NaNaZWoRLD Home Helpers, LLC in any investigation or proceeding concerning their conduct or the conduct of other persons or entities with which NaNaZWoRLD Home Helpers, LLC has a business relationship.
3. Become familiar and comply with the laws, rules and regulations applicable to their contracted responsibilities with NaNaZWoRLD Home Helpers, LLC. Seek the advice of their supervisor with questions.
4. Recognize the continuing obligation of all Independent Care Contractors to support client quality of life.
5. Report promptly to proper authorities any violations or suspected violations of NaNaZWoRLD Home Helpers, LLC policy and/or the law by any NaNaZWoRLD Home Helpers, LLC, Independent Care Contractors.

6. If a client accuses the Independent Care Contractor of theft, Independent Care Contractor must immediately report the incident to the Independent Care Contractors Supervisor. The client will be encouraged to file a report with law enforcement and NaNaZWoRLD Home Helpers, LLC will take appropriate action. All caregivers are required to carry their own Bond insurance or join the company policy (\$25.00 per year, Due August 1st)
7. Comply with the rules, regulations and policies of NaNaZWoRLD Home Helpers, LLC as amended at any time and from time to time, including, without limitation, this Manual.
8. Never ask a client to sign an incomplete timesheet or to sign before the time has been worked. Such an action is very poor judgment and will subject an Independent Care Contractors to disciplinary action up to and including possible termination. (Where applicable, Example: DHS or State paid voucher program clients)

SAFETY

Safety is and will always be a top priority. Independent Care Contractors must do everything they can to ensure the safety of clients and co-contractors. Specifically, Independent Care Contractors must:

1. **Put safety first.**
2. Understand and follow the safety and health rules and practices that apply to the job responsibilities.
3. Take precautions necessary to protect NaNaZWoRLD Home Helpers, LLC Independent Care Contractors, clients and equipment from harmful or dangerous situations.
4. Practice safe lifting techniques.
 - a. Keep head up (maintain proper posture and neck alignment);
 - b. Keep a neutral curve in back (bring the load in close to body and distribute the load symmetrically), making certain to move other obstacles out of the way;
 - c. Lift with legs; and
 - d. Never twist or turn while lifting.
5. Immediately report accidents, injuries, hazards, unsafe practices or conditions to the Independent Care Contractors direct Supervisor or Management.
6. Not possess firearms or other weapons on client premises or on NaNaZWoRLD Home Helpers, LLC property.
7. Not retaliate against or threaten anyone for the good faith reporting or supplying of information about conduct implicating safety.
8. No Vaping anywhere on clients property. No Drug use or Alcohol consumption. If an Independent contractor is suspected of being under the influence of drugs or alcohol during a shift, will be required to go immediately to a testing facility and if positive will be required to pay for test and disciplinary actions immediately follow, authorities will be contacted and charges could be filed for elder endangerment.

CONFLICTS OF INTEREST

It is imperative that Independent Care Contractors conduct not reflect adversely on NaNaZWoRLD Home Helpers, LLC. In that regard, all NaNaZWoRLD Home Helpers, LLC Independent Care Contractors are required to:

1. Avoid personal conflicts of interest or the appearance of such conflicts that could reflect adversely on Independent Care Contractors or NaNaZWoRLD Home Helpers, LLC.
2. Disclose in advance to NaNaZWoRLD Home Helpers, LLC Management any client relationship that might be perceived as a conflict of interest.
3. Fulfill the established job responsibilities for all clients regardless of personal interests.
4. Refrain from taking advantage of a relationship with NaNaZWoRLD Home Helpers, LLC to earn a personal profit from NaNaZWoRLD Home Helpers, LLC property, information, Independent Care Contractors, or business opportunities.
5. Disclose to Management if you have or had a close personal relationship with the assigned Supervisor or client.
6. Protect and ensure the efficient use of NaNaZWoRLD Home Helpers, LLC assets. The business's assets, whether tangible or intangible, are to be used only by authorized employees or their designees and only for legitimate business purposes. Personal use of items such as telephones, facsimile equipment, computers and similar equipment must not be excessive as determined in the sole discretion of Management, and must have no material cost to the business and in no way violate any policy or practice of NaNaZWoRLD Home Helpers, LLC.
7. Refrain from abusing or compromising any employee benefits and privileges.
8. Refrain from conduct on or off duty, which is detrimental to the best interests of other Independent Care Contractors, clients or NaNaZWoRLD Home Helpers, LLC.
9. Refrain from engaging in fundraising or personal business on NaNaZWoRLD Home Helpers, LLC property or time unless such activity is NaNaZWoRLD Home Helpers, LLC sponsored or is approved in advance by Management.

ALCOHOL AND ILLEGAL DRUG USE IN THE WORKPLACE

It is the policy of NaNaZWoRLD Home Helpers, LLC to support a workplace free from the effects of drugs, alcohol, chemicals, and abuse of prescription medications. NaNaZWoRLD Home Helpers, LLC is committed to having Independent Care Contractors who do not engage in illegal alcohol and drug activities. NaNaZWoRLD Home Helpers, LLC will take the necessary steps to comply with all federal, state and local laws.

The following policies apply to all Independent Care Contractors and volunteers and failure to comply will result to disciplinary action, up to and including immediate termination.

All Independent Care Contractors must be free from the abuse of prescription medications or being under the influence of a chemical that impairs their ability to provide services or care. The consumption of alcohol is prohibited while directly responsible for clients, or on any NaNaZWoRLD Home Helpers, LLC property (owned or leased), or in personal vehicles (owned or leased) while being used for client purposes. Being under the influence of a controlled substance identified under Michigan Law or alcohol, or illegal drugs in any manner that impairs or could impair an Independent Care Contractors ability to provide care or services to clients is prohibited.

The use, sale, manufacture, distribution, or possession of illegal drugs while providing care to clients, or on company property (owned or leased), or in company vehicles, machinery, or equipment (owned or leased), is prohibited.

Any Independent Care Contractors convicted of criminal drug use or activity must notify the Independent Care Contractors Supervisor no later than five (5) days after the conviction.

Criminal conviction for the sale of narcotics, illegal drugs or controlled substances will result in disciplinary action, up to and including immediate termination. The Management or designee will notify the appropriate law enforcement agency when NaNaZWoRLD Home Helpers, LLC has reasonable suspicion to believe that an Independent Care Contractor may have illegal drugs in his/her possession. Where appropriate, NaNaZWoRLD Home Helpers, LLC will also notify licensing boards.

INTELLECTUAL PROPERTY RIGHTS

NaNaZWoRLD Home Helpers, LLC reserves and retains all worldwide right, title and interest in and to all intellectual property rights with respect to all of NaNaZWoRLD Home Helpers, LLC's intellectual property, including the exclusive, worldwide right in perpetuity to protect all such intellectual property under any laws for the protection of intellectual and industrial property, including without limitation, trade secrets, trademarks, copyrights, industrial designs, patents and domain name registration(s), whether or not such intellectual and/or industrial property thereto is/are entitled to such registration. All rights in and to such intellectual property not expressly granted to Independent Care Contractors in writing are expressly reserved by NaNaZWoRLD Home Helpers, LLC.

OFFENSIVE/HARASSING BEHAVIOR

NaNaZWoRLD Home Helpers, LLC intends to provide a work environment and customer service that is pleasant, healthy, comfortable and free from intimidation, hostility or other offenses which might interfere with work performance.

Any Independent Care Contractor who engages in harassment of other Independent Care Contractors or NaNaZWoRLD Home Helpers, LLC clients on the basis of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local commission, disability or age; who permits Independent Care Contractor under his/her supervision to engage in such harassment; or who retaliates or permits retaliation against an employee who reports any harassment has engaged in misconduct and shall be subject to disciplinary action up to and including termination. Harassment of any sort (verbal, physical or visual) will not be tolerated and is prohibited. Harassment can take many forms. It may be, but is not limited to: words, signs, jokes, pranks, intimidation, physical contact, or violence.

Harassment is not necessarily sexual in nature. Sexually harassing conduct is prohibited and may include unwelcome sexual advances; requests for sexual favors; unwelcome flirtation; leering; making sexual gestures; displaying derogatory or sexually suggestive posters, cartoons, drawings or objects; or any other verbal or physical contact of a sexual nature that prevents an individual from effectively performing his/her employment duties, creates an intimidating, hostile or offensive working or care environment or that is made a condition of contract or compensation, either implicitly or explicitly.

Similarly, NaNaZWoRLD Home Helpers, LLC will not tolerate harassment by its Independent Care Contractors of non-employees (including without limitation clients) with whom NaNaZWoRLD Home Helpers, LLC has a business, service or professional relationship. Any other sexual harassment of fellow Independent Care Contractor and/or NaNaZWoRLD Home Helpers, LLC clients, whether committed on or off the job (and/or on NaNaZWoRLD Home

Helpers, LLC property and/or client premises), is also prohibited. Sexual harassment includes, but is not limited to:

- * *Repeated offensive sexual flirtations,*
- * *Advances or propositions,*
- * *Continual or repeated verbal abuse of a sexual nature,*
- * *Graphic verbal commentaries about an individual's body,*
- * *Sexually degrading words used to describe an individual,*
- * *The display in the workplace of sexually explicit objects,*
- * *Any indication, expressed or implied, that an employee's job security, job assignment, conditions of employment, or opportunities for advancement depend or may depend on the granting of sexual favors to any other independent care contractor, director, or manager,*
- * *Any indication, expressed or implied, that continued services from NaNaZWORLD Home Helpers, LLC depend or may depend on the granting of sexual favors, and/or*
- * *The deliberate or careless expression of jokes or remarks of a sexual nature to or in the presence of Independent Care Contractors who may find such jokes or remarks offensive.*

All NaNaZWORLD Home Helpers, LLC Independent Care Contractors, and particularly supervisors, have a responsibility for keeping the work environment free of harassment. If an Independent Care Contractor becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, they should report it to the direct supervisor or Management. Appropriate investigation and disciplinary action will be taken.

If NaNaZWORLD Home Helpers, LLC becomes aware that harassment might exist, it is obligated by law to take prompt and appropriate action, whether or not the victim wants NaNaZWORLD Home Helpers, LLC to do so. No retaliatory action will be taken against an Independent Care Contractor filing a harassment complaint. All reports will be promptly investigated with due regard for the confidentiality and privacy of all involved.

An Independent Care Contractor may:

- *tell the person, or persons, in private, that their behavior is offensive and request that it stop;
- *write to the person, or persons, about their behavior, sealing and marking the letter "personal and confidential"; or
- *Speak to the person, or persons, in private, in the presence of the direct Supervisor and/or Management.

Since allegations of harassment are extremely serious it is important to keep any information confidential to those directly involved.

Informal Intervention Independent Care Contractors may notify the direct Supervisor or Management to intervene. NaNaZWORLD Home Helpers, LLC is committed to review the concerns and will complete any discussions or investigations quickly, discreetly and fairly.

Formal Complaint If self-help and informal intervention has not worked or if the allegation is, in the Independent Care Contractor's view, serious enough to warrant formal disciplinary action, an Independent Care Contractor should submit a detailed written complaint to the direct supervisor or Management. Appropriate disciplinary action will be taken if investigation shows the complaint to be justified. Complaints will be investigated promptly, with appropriate confidentiality, and a report (either oral or written) will be made to the independent care contractor by the investigating party or parties.

WHISTLEBLOWER POLICY

NaNaZWoRLD Home Helpers, LLC is committed to the highest possible ethical and legal standards of business conduct. Independent Care Contractors must also observe the same high standards of business and personal ethics in the conduct of their job responsibilities.

Independent Care Contractors may raise concerns regarding questionable actions with an assurance that there will be no retaliation for whistle-blowing in good faith. It is the responsibility of Independent Care Contractors to report suspected violations to the direct supervisor or NaNaZWoRLD Home Helpers, LLC Management, including, but not limited to, the following:

Misrepresentation or false statement regarding a material matter contained in time documentation, evaluations or other reports. Actions that constitute gross misdemeanors or felonies or otherwise amount to serious improper conduct. Reporting a Concern should be reported in one of the following ways: NaNaZWoRLD Home Helpers, LLC maintains an open door policy and Independent Care Contractors are encouraged to bring questions, concerns, suggestions or complaints to the direct Supervisor.

If a complainant is not comfortable speaking with the direct Supervisor or is not satisfied with the response, they may request a meeting with up to two (2) other Independent Care Contractors to present verified facts to Management or designee. Although an Independent Care Contractor is not expected to prove the truth of an allegation, the Independent Care Contractor must demonstrate that there are sufficient grounds for concern.

Complaint Handling

The action taken will depend on the nature of the concern. Initial inquiries will be made by the appropriate Independent Care Contractors to determine whether an investigation is appropriate and what form it should take. Some concerns may be resolved by agreed action without need for investigation. The complainant will be given the opportunity to receive follow up on their concern. Further information may be required from the complainant to complete the investigation. Subject to legal constraints, the complainant will receive information about the outcome of the investigation.

Safeguards Any retaliation against the complainant, including harassment or victimization, is prohibited and will not be tolerated. NaNaZWoRLD Home Helpers, LLC will keep complaints confidential, as appropriate, consistent with the need to investigate the complaint (including any necessary legal action).

False, malicious or bad faith allegations may result in disciplinary action. NaNaZWoRLD Home Helpers, LLC's Whistleblower Policy is available, you may request a copy by contacting the NaNaZWoRLD Home Helpers, LLC office.

MEDIA/SOCIAL MEDIA

NaNaZWoRLD Home Helpers, LLC understands that social media can be a fun and rewarding way to share an Independent Care Contractors life and opinions with family, friends and co-contractors.

However, use of social media also presents certain risks and carries with it certain responsibilities. Ultimately, the Independent Care Contractor is solely responsible for what they post online or publish elsewhere. An Independent Care Contractor should avoid conduct that

adversely affects their job performance, the performance of fellow Independent Care Contractors or otherwise adversely affects clients, suppliers, people who work on behalf of NaNaZWoRLD Home Helpers, LLC legitimate business interests.

Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar disrespectful or unlawful conduct may subject the Independent Care Contractor to disciplinary action up to and including termination. NaNaZWoRLD Home Helpers, LLC has established these guidelines for Independent Care Contractors to use in making responsible decisions regarding the appropriate use of social media.

1. **Know and follow the rules.** The Independent Care Contractor is responsible to read these guidelines, NaNaZWoRLD Home Helpers, LLC Ethical Standards, Confidential Information Policy, Nondiscrimination Policy and the Offensive & Harassing Behaviors Policy, and ensure their postings are consistent with these policies.

2. **Be respectful.** It is an expectation that the Independent Care Contractor always be fair and courteous to fellow contractors, clients or other individuals who work on behalf of NaNaZWoRLD Home Helpers, LLC. Independent Care Contractors should keep in mind that they are more likely to resolve work-related complaints by speaking directly with their co-workers or by utilizing NaNaZWoRLD Home Helpers, LLC's Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if the Independent Care Contractor decides to post complaints or criticism, they should ensure their postings are consistent with NaNaZWoRLD Home Helpers, LLC policies.

3. **Be honest and accurate,** Independent Care Contractors should make sure they are always honest and accurate when posting information or news, and if an Independent Care Contractor makes a mistake, they should correct it quickly. Independent Care Contractors should be open about any previous posts they have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that are known to be false about NaNaZWoRLD Home Helpers, LLC, fellow contractors, clients, suppliers, or people working on behalf of NaNaZWoRLD Home Helpers, LLC or competitors.

4. **Post only appropriate content** Independent Care Contractors must never represent themselves as a spokesperson for NaNaZWoRLD Home Helpers, LLC. If NaNaZWoRLD Home Helpers, LLC is a subject of the content that an Independent Care Contractor is creating, the Independent Care Contractor must be clear and open about the fact that they are an Independent Care Contractor and make it clear that their views are their own. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of NaNaZWoRLD Home Helpers, LLC."

5. **Use of media at work,** Independent Care Contractors should refrain from using social media while on work time.

6. **Retaliation** is prohibited any Independent Care Contractor who retaliates against another Independent Care Contractor or client for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

7. **Media Contacts** Independent Care Contractors should not speak to the media on NaNaZWoRLD Home Helpers, LLC's behalf without contacting the Management. All media inquiries should be directed to the NaNaZWoRLD Home Helper's Management. Independent

Care Contractors are encouraged to contact their Supervisor if they have questions or need further guidance.

INDEPENDENT CARE CONTRACTOR/CLIENT BOUNDARIES

Boundaries in client care are mutually understood, unspoken, physical and emotional limits of the relationship between the trusting client and the Independent Care Contractor. Professional boundaries represent a set of culturally and professionally derived rules for how Independent Care Contractors and their clients interact. Boundaries serve to establish and maintain a trusting Independent Care Contractors-client relationship and help all Independent Care Contractors maintain “justice and equity” in dealing with all clients. In caring for clients, it is common for strong emotional bonds to develop. However, when the limits of the provider-client/family relationship are not clear or where normal professional boundaries are not respected, problems are likely to arise.

Common reasons for boundary problems include:

Personality styles Psychiatric disorders in which normal boundaries are not recognized or respected. Independent Care Contractor stress/burnout, Cultural misunderstandings.

Warning signs and examples of potential boundary blurring include:

1. Offers of gifts from/to client/family;
2. Clients having or wanting access to Independent Care Contractors home phone number, or other personal information;
3. Client/family expectations that the Independent Care Contractors will provide care or socialize outside of care settings;
4. The Independent Care Contractor revealing excessive personal information with client/family.

Note: Not all boundary issues are detrimental to the Independent Care Contractor-client relationship---some clearly enhance compassionate care and serve to reinforce a trusting relationship.

However, it is important for the Independent Care Contractor to self-reflect and consider the following questions when boundaries are approached:

Am I treating this client or family member differently than I do other clients?

Would I be comfortable if this action/gift offer was known to the public or supervisors?

What emotions of my own does this client/family trigger and are the emotions impacting my decision-making?

Are my actions truly helpful for the client, or am I acting in a manner to meet my personal needs?

Could this boundary issue represent a sign that I am experiencing professional burnout?

Any Independent Care Contractors not sure of the appropriate response in their situation to these questions should discuss the situation with the direct Supervisor or Management.

Accordingly, all Independent Care Contractors must: Set clear expectations with clients and families as to their role in the context of their care, availability and best ways to communicate.

DO NOT accept gifts, cash or favors from clients.

Not use the clients' computers or other electronic devices for personal use.

Contact Supervisor when uncertain about client/family behaviors.

Address issues as they arise with the client/family; acknowledge importance of feelings, emphasize the Independent Care Contractors-client relationship and the importance of maintaining objectivity; emphasize that the rejection of a requested behavior does not imply a lack of caring.

Independent Care Contractors are encouraged to seek professional counseling when boundary issues impact their ability to provide objective, compassionate care. Independent Care Contractors may contact the direct Supervisor or office for counseling options.

Independent Care Contractors who are found to manipulate, coerce, antagonize, threaten, abuse or take advantage of clients for their personal gain are subject to disciplinary action up to and including immediate termination of employment.

PRIVACY / HIPAA POLICY

Each NaNaZWORLD Home Helpers, LLC Independent Care Contractor has a responsibility to clients and NaNaZWORLD Home Helpers, LLC to uphold client privacy rights, and maintain the security and integrity of client protected health information.

ACCORDINGLY, CLIENT PROTECTED HEALTH INFORMATION WILL BE TREATED AS CONFIDENTIAL, AND HELD, USED AND DISCLOSED ONLY IN COMPLIANCE WITH APPLICABLE LAWS/REGULATIONS AND AS SET FORTH WITHIN NaNaZWORLD Home Helpers, LLC's NOTICE OF PRIVACY PRACTICES (AND AS THE SAME MAY BE AMENDED AT ANY TIME AND FROM TIME TO TIME BY NaNaZWORLD Home Helpers, LLC, AT ITS SOLE AND ABSOLUTE DISCRETION).

All Independent Care Contractors will collect, use, disclose, maintain and store client protected health information in an honest, ethical, secure and confidential manner.

All Independent Care Contractors must comply in all respects with the requirements of the Health Insurance Portability and Accountability Act ("HIPAA"), the Standards for Privacy and Security of Individually Identifiable Health Information promulgated at 45 CFR Parts 160 and 164, and all other applicable similar federal, state and/or local statutes, laws, ordinances, regulations, rules and interpretive guidance, and any and all amendments to any of the foregoing.

All NaNaZWORLD Home Helpers, LLC Independent Care Contractors will uphold and safeguard the rights of clients to the privacy of client protected health information by ensuring that client protected health information is used and disclosed only under the following conditions:

Each client or client's authorized personal representative has been provided with a copy of NaNaZWORLD Home Helpers, LLC's Notice of Privacy Practices and has signed a written confirmation of such receipt.

Each client or client's authorized personal representative has read, completed and signed NaNaZWORLD Home Helpers, LLC, Inc. Admission Service Agreement. All NaNaZWORLD Home Helpers, LLC Independent Care Contractors must take all reasonable precautions to safeguard the confidentiality of client protected health information, including without limitation strict compliance with NaNaZWORLD Home Helpers, LLC's Notice of Privacy Practices (and as the same may be amended by NaNaZWORLD Home Helpers, LLC, at its sole and absolute discretion, at any time and from time to time) and all federal, state and/or local statutes, laws, ordinances, regulations, rules and interpretive guidance relative to health information, including

without HIPAA and all regulations promulgated thereunder, as well as any amendments to any of the foregoing.

The use and disclosure of client protected health information is permitted without specific authorization only when required for treatment, payment, and healthcare operations as set forth in NaNaZWoRLD Home Helpers, LLC's Notice of Privacy Practices and/or applicable laws/regulations.

Disclosure of client protected health information to any person or entity for other purposes may be made only on written authorization of the client or, if appropriate, his/her parent or legal guardian. After termination of a contract with NaNaZWoRLD Home Helpers, LLC for any reason or no reason, former Independent Care Contractors must continue to protect the privacy of client protected health information. All departing Independent Care Contractors must immediately return to their supervisor any and all documents (i.e. timesheets, care plans) and media containing client protected health information. Terminated Independent Care Contractors must never disclose, without proper authorization or as required by law, any client protected health information after contract cancelation with NaNaZWoRLD Home Helpers, LLC.

Non-compliance with this policy and associated procedures is a serious matter and may result in civil and criminal actions to the Independent Care Contractor, in addition to disciplinary action up to and including immediate termination of contract.

DATA PRIVACY

It is the policy of NaNaZWoRLD Home Helpers, LLC to recognize the rights of clients to confidentiality and data privacy. All Independent Care Contractors are subject to comply with NaNaZWoRLD Home Helpers, LLC's Data Privacy Policy. Noncompliance with this policy and associated procedures is a serious matter and may result in civil and criminal actions to the Independent Care Contractor, in addition to disciplinary action up to and including immediate termination of contract.

Private data includes all information on persons that has been gathered by NaNaZWoRLD Home Helpers, LLC or from other sources for NaNaZWoRLD Home Helpers, LLC purposes as contained in the client data file, including their presence and status in this program. Data is private if it is about the client and is classified as private by state or federal law.

Only the following persons are permitted access to private data:

The client who is the subject of the data or a legal representative.

Anyone to whom the client gives signed consent to view the data.

Client's case manager.

Independent Care Contractors of the welfare system whose work assignments reasonably require access to the data. This includes employees of NaNaZWoRLD Home Helpers, LLC.

Anyone the law says can view the data.

Data collected within the welfare system about clients are considered welfare data. Welfare data is private data on clients; including medical and/or health data.

Agencies in the welfare system include, but are not limited to:

Department of Human Services; local social services agencies, including a client's case manager; county welfare agencies; human services boards; the Office for Mental Health and Developmental Disabilities; and persons and entities under contract with any of the above

agencies; this includes NaNaZWORLD Home Helpers, LLC and other licensed caregivers jointly providing services to the same client.

Once informed consent has been obtained from the client or the legal representative there is no prohibition against sharing welfare data with other persons or entities within the welfare system for the purposes of planning, developing, coordinating and implementing needed services Data created prior to the death of a client retains the same legal classification (public, private, confidential) after the client's death that it had before the death.

NaNaZWORLD Home Helpers, LLC has an established process in obtaining informed consent or authorization for release of information from other licensed caregivers or primary health care providers.

Questions regarding this process should be referred to the Supervisor. Independent Care Contractors do not automatically have access to private data about NaNaZWORLD Home Helpers, LLC clients or about other Independent Care Contractors.

Independent Care Contractors must have a specific work function need for the information. Private data about persons are available only to those NaNaZWORLD Home Helpers, LLC Independent Care Contractors whose work assignments reasonably require access to the data; or who are authorized by law to have access to the data.

Any written or verbal exchanges about a person's private information by Independent Care Contractors with other contractors or any other persons will be done in such a way as to preserve confidentiality, protect data privacy, and respect the dignity of the person whose private data is being shared.

As a general rule, doubts about the correctness of sharing information should be referred to the Supervisor. providing services to the same client. Once informed consent has been obtained from the client or the legal representative there is no prohibition against sharing welfare data with other persons or entities within the welfare system for the purposes of planning, developing, coordinating and implementing needed services Data created prior to the death of a client retains the same legal classification (public, private, confidential) after the client's death that it had before the death.

After termination of contract with NaNaZWORLD Home Helpers, LLC for any reason or no reason, former Independent Care Contractors must continue to protect the privacy of client protected health information. All departing Independent Care Contractors must immediately return to the direct supervisor any and all documents (i.e. timesheets, care plans) and media containing client protected health information. Terminated Independent Care Contractors must never disclose, without proper authorization or as required by law, any client protected health information after ending the contract with NaNaZWORLD Home Helpers, LLC.

REPORTING OF ABUSE/NEGLECT/EXPLOITATION

It is the policy of NaNaZWORLD Home Helpers, LLC to comply with all relevant laws with regard to the mandatory reporting of all suspicions of abuse or neglect. If NaNaZWORLD Home Helpers, LLC becomes aware of possible abuse of a client, or has reasonable suspicion of abuse or neglect, NaNaZWORLD Home Helpers, LLC is required by law to notify the Michigan Department of Human Services. The Management or designee will be responsible for this notification. To ensure all incidences of abuse/neglect are reported to the proper authorities and according to the law, any contractor who witnesses neglect or sexual abuse involving a client

while under the care of NaNaZWoRLD Home Helpers, LLC Independent Care Contractors shall report the incident to the Management or designee as soon as possible but in no event less than twenty-four (24) hours after witnessing the incident.

VULNERABLE ADULT MANDATORY REPORTING

It is the policy NaNaZWoRLD Home Helpers, LLC to protect the adults served by NaNaZWoRLD Home Helpers, LLC who are vulnerable to maltreatment and to require the reporting of suspected maltreatment of vulnerable adults. Suspected Maltreatment may include but not limited to financial exploitation, Independent Care Contractor neglect or self-neglect, or verbal, physical, sexual or emotional abuse. All Independent Care Contractors must comply with the NaNaZWoRLD Home Helpers, LLC Maltreatment of Vulnerable Adults Mandated Reporting Policy and as the same may be amended at any time and from time to time. Failure to comply will result in disciplinary action, up to and including immediate termination. Mandated Reporters are law enforcement, health care personnel (Independent Care Contractors), social workers and other professionals. As a mandated reporter, if employees know or suspect that a vulnerable adult has been maltreated, contractors must report it immediately (within twenty-four (24) hours). A mandated reporter who negligently or intentionally fails to report suspected maltreatment of a vulnerable adult is liable for damages caused by the failure to report.

**Report suspected abuse/maltreatment of a vulnerable adult to the
APS hotline at (855) 444-3911**

24 hours a day.

What to report

You should include the following information:

- **The name of the adult**
- **The address where the adult is living**
- **A description of the alleged abuse, neglect, or exploitation**
- **The cause and manner of the abuse, neglect, or exploitation**

HOME HELPER ADL SERVICES

NaNaZWoRLD Home Helpers, LLC provides Personal Care Assistance services, Homemaking services, Housekeeping Services, and In-Home Respite Care services (as described within this Manual). Accordingly, some clients may receive more than one service from NaNaZWoRLD Home Helpers, LLC. As such, NaNaZWoRLD Home Helpers, LLC also allows Independent Contractors to all such services provided all applicable required training and orientation is completed.

PERSONAL CARE SERVICES The PCA program provides support to people with disabilities of all ages, elderly (over 65 years) and people with chronic health conditions with activities of daily living, instrumental activities of daily living and observation and redirection of behaviors.

Activities of daily living (ADLs) A Independent Care Contractor may assist the person with the following ADLs:

Dressing - Application of clothing and special appliances or wraps.

Grooming - Basic hair care, oral cares, shaving, basic nail care, applying cosmetics and deodorant, care of eyeglasses and hearing aids.

Bathing - Basic personal hygiene and skin care.

Eating - Completing the process of eating including application of orthotics required for eating, hand washing and transfers.

Transfers - Assistance to transfer the person from one seating or reclining area to another.

Mobility - Assistance with ambulation.

Positioning - Assistance with positioning or turning a person for necessary care and comfort.

Toileting - Helping a person with bowel or bladder elimination and care. This includes transfers, mobility, positioning, feminine hygiene, use of toileting equipment or supplies, cleansing, inspection of the skin and adjusting clothing.

An Independent Care Contractor may also assist an adult recipient with the following:

Accompany to medical appointments, Accompany to participate in the community, Assist with paying bills, Communicate by telephone and other media, Complete household tasks, Plan and prepare meals. Shop for food, clothing and other essential items. Observation and redirection of behaviors observation of a person who has episodes of behaviors and needs redirection to remain safe in his/her environment.

HOME HELPER (INDEPENDENT CARE CONTRACTOR) SERVICES

Home Helper's services are general household activities provided by a trained Home Helper, when a client is unable to manage the home or when the person regularly responsible for these activities is temporarily absent or unable to manage the home. Covered services are listed in the community support plan (care plan) of the client and include the following:

Meal preparation

Shopping and errands

Routine household care

Assistance with instrumental activities of daily living

Transportation arrangement

Companionship

Emotional support

Social stimulation

Monitoring of the safety and wellbeing of the client

The services provided by a Home Helper's under a community support plan (care plan) cannot be duplicated with other State plan covered service or waiver services. Homemaking

Responsibilities NaNaZWORLD Home Helpers, LLC. Home Helper's are expected to provide the highest quality of cleaning and service possible to all clients. These services are to be

performed INSIDE the home living areas. Garages and unfinished basements are not generally considered living areas.

The following job responsibilities are tasks which a client may ask the Home Helper to perform on a regular schedule or only periodically.,

The following is not inclusive of duties which may be included in a client's plan.

Bathrooms – Wash sink, top of vanity, fronts of cabinets, toilet, tub/shower and surrounding area, mirrors and entire floor area. Goggles and gloves are required equipment when cleaning bathrooms and are provided to the Home Helper by NaNaZWORLD Home Helpers, LLC; masks are also available on request.

Kitchens - Wash, dry and put away dishes, clean and disinfect countertops, stovetop, surfaces of appliances, tabletops and inside of microwave, sweep and mop floors, occasional cleaning of oven and refrigerator as needed.

Dusting - In every room dust all surfaces, shelves and items on the shelves. Pick up the items to dust under them (rather than dusting around them) and clean the item itself. If the client requests furniture polish, Home Helper's should buff the piece of furniture with a dry cloth after the polish dries. Home Helpers are NOT required to dust or wash collectible items/items of value if Homemaker's are uncomfortable with the responsibility of doing so.

Flooring - Vacuum all carpeted areas, changing vacuum bag as needed. Sweep bare floors prior to washing them, mop using the client's preferred method, including cleaning mp boards. Home Helpers are not required to do "hands and knees" mopping. If Home Helper's are asked and are unable or unwilling to clean floors on their hands and knees, please contact the supervisor. Pick up rugs to vacuum or mop underneath taking care not to shake the rugs in the house, shake them outside. Clients may want rugs aired out.

Windows - Thoroughly wash insides of all windows, window sills and tracks. Double hung windows may be taken apart to wash outside surfaces if the client requests. Upon request, Home Helpers may remove, launder and re-hang curtains/valances ONLY if accessible from a one step stool.

Bed Linens - Strip the dirty sheets (unless they are soiled with bodily fluids) and make-up the bed with clean sheets. Launder dirty bedding, fold and put away or put back on bed. Laundry - Wash, dry, fold or hang up and put away the laundry. Some items may also need to be ironed.

Trash - Gather up trash throughout all rooms and replace trash can liners, collect in a main trash bag (usually from the kitchen) and take out when leaving for the day.

Sorting and Organizing - Assist client in sorting and discarding items no longer needed in closets, corners, piles, etc.

Walls and Ceilings - Wash walls and ceilings as requested. Use a one-step stool only (not a chair or ladder – see below). Utilize a long handled mop (with clean mop head) or dry duster with extension as needed for ceilings and high walls. Clean door handles and switch plates.

Grocery Shopping and Errands – Ask clients to make a shopping list, assist with this if needed, which includes needed items and the brand or type if applicable.

If the client provides the Homemaker with money, please follow the below process:

1. Use the receipt booklet provided by the Supervisor
2. Confirm amount – Homemaker should count the monies & repeat the total to the client to confirm the amount. TAKE PHOTOS OF RECEIPTS and note in AXIS
3. Review the items purchased with the client while putting them away.

4. ALWAYS return the store receipt and any monies left.

5. Both client and Home Helper to sign the receipt.

Home Helpers may run other errands specified in the client's care plan such as taking trash to the recycling center, picking up prescriptions, going to the Post Office, dropping off dry cleaning, etc.

Meal Preparation -Home Helper's may prepare meals to be eaten by the client during the visit or to be refrigerated or frozen for future use. This includes the occasional baking of cakes, cookies, bars, pies, etc. as requested.

Home Helpers are NOT allowed to:

Shovel snow, rake yards, clean flower beds or garden, or other chores outside of the home living areas.

Transport clients or other household members (including pets) in any vehicle w/o prior permission.

Use ladders or a chair in place of a stool.

There are methods to accommodate ceiling and wall washing beyond reach from a one-step stool (utilize a long-handled mop or duster extension).

Purchase and use of alcohol

Purchase and use of tobacco products.

Client homes are designated non-smoking areas for all Home Helper's, even if the client smokes or uses tobacco.

Participation in illegal activities, including but not limiting to the purchase or use of controlled substances.

Purchase of Lottery Ticket (of any kind).

Administer Medications (over-the-counter or prescription) including filling client pill boxes or laying out daily medications.

Client Pets - Home Helper's are not required to clean up animal feces or clean cat litter boxes. If a Home Helper is comfortable with cleaning up after pets, the Home Helper's may choose to do so for the client, but is not required to do so.

Homemaking Program Policies and Procedure

The following are the policies and procedures specifically applicable to the NaNaZWORLD Home Helpers, LLC Helper program and NaNaZWORLD Home Helpers, LLC. These policies and procedures supplement the generally applicable policies and procedures set forth within this Manual.

Absent Clients - Helpers may only provide services when the client is home. Do NOT enter any client's home if they are not present. Under unique circumstances, NaNaZWORLD Home Helpers, LLC has a policy that allows for Prearranged Visits, Helpers may contact the supervisor for guidance.

Work Schedule/Holiday - NaNaZWORLD Home Helpers, LLC expects Home Helper's to coordinate with the client and supervisor to establish a work schedule. This work schedule should take into consideration observed holidays. Homemakers should not schedule work during observed holidays unless arrangements are made to do so.

Lifting - NaNaZWoRLD Home Helpers, LLC does not allow Helpers to move heavy furniture (sofa, loveseat, beds, lounging chairs, etc.). As a general guideline, Helpers should only lift objects that weigh less than twenty-five (25) pounds.

IN-HOME RESPITE CARE SERVICES

Respite Care services are short-term care services provided due to the absence or need for relief of the family member(s) or primary caregiver.

NaNaZWoRLD Home Helpers, LLC ensures those Primary Independent Care Contractors and clients receiving respite care meet specific requirements.

Respite care is limited to thirty (30) consecutive days per respite stay in accordance with the care plan and is based on the client's needs.

COMMUNITY LIVING SUPPORT

NaNaZWoRLD Home Helpers, LLC now offers CLS services. CLS is an Elderly Waiver (EW) bundled service that supports participants who need reminders, cuing, intermittent or moderate supervision, or physical assistance to remain in their home.

CLS is made up of the following six (6) categories:

1. **Activities of daily living (ADLs)** - provide reminders, cuing or physical assistance to complete ADLs
2. **Household management assistance** - assist with housekeeping, meal planning, shopping, budget/money management, communication and transportation when other resources are unavailable
3. **Health, safety and wellness oversight** - support health and wellness as identified in the ICLS service plan, which may include monitor and identify health needs, exercise and other wellness improvement activities, medication and medical equipment device assistance
4. **Community living engagement** - help live independently in the community by assisting the participant to achieve their community engagement goals by accessing activities, services and resources and provide transportation when other resources are unavailable
5. **Adaptive Support** - assist the participant to adopt ways that encourage self-sufficiency and reduce reliance on human assistance. Includes providing cues, guidance, demonstration, and practice methods to promote continued self-sufficiency.
6. **Active cognitive support** provided face-to-face or remotely using real-time two-way communication - provide interventions intended to address issues and challenges important to the participant. This is the only service that may be offered remotely.

Independent Care Contractors are an important part of a consumer's life due to the support they provide. Sometimes, the professional lines may become blurred. It is important that the case holder monitor these interactions to ensure that appropriate boundaries are maintained, and a professional relationship is upheld. Independent Care Contractors are NOT "paid friends" or "companions".

Independent Care Contractors should not be taking consumers to their personal homes or apartments. Independent Care Contractors are to provide service in a consumer's home or in the community. It is the case manager's job to monitor and evaluate these situations to determine if this is occurring.

Secondary gain for the Independent Care Contractors must also be reviewed to ensure that staff are not benefiting or taking advantage of the consumer.

1 An example of secondary gain is when a Independent Care Contractor person takes a consumer back to their home to learn cleaning skills while getting paid for CLS services. This is a secondary gain, as the staff is then benefiting from the consumer cleaning the staff person's home. Outings related to community inclusion must relate to a consumer's goals and objectives and must be at locations (in the consumer's community) where the consumer decides to go based on their plan of service.

2 An important aspect of community integration and socialization is to remind Independent Care Contractor that outings should include opportunities for the consumer to invite their own friends, or to go with a consumer's natural supports (if they have them). Independent Care Contractors should encourage consumers and guide them in developing natural and community supports to participate in these outings. Under no circumstance should a consumer pay for a Independent Care Contractor person's meal, food, or beverage when it is related to a CLS activity or services that are in the consumer IPOS. The only exception is if the trip is related to a personal choice to attend, MiDHHS's compliance officer does not view this as a recipient rights or compliance issue if the client is agreeing to pay the Independent Care Contractors expenses in order for them to travel with the consumer. DHHS does recommend that the agency be clear what is being paid for by DHHS (CLS service) and what the client/staff is paying for so there is no confusion.

EMERGENCY USE OF MANUAL RESTRAINTS POLICY

NaNaZWoRLD Home Helpers, LLC will promote the rights of clients and will protect their health and safety to avoid the emergency use of manual restraints. "Emergency use of manual restraint" means using a manual restraint when a client poses an imminent risk of physical harm to self or others and it is the least restrictive intervention that would achieve safety.

Property damage, verbal aggression, or a client's refusal to receive or participate in treatment or programming on their own, do not constitute an emergency.

A. Independent Care Contractors are instead expected to use positive support strategies and techniques in an attempt to de-escalate a client's behavior before it poses an imminent risk of physical harm to self or others. Positive behavior support strategies include: • Understanding how and what the client is communicating; • Understanding the impact of other's presence, voice, tone, words, actions, and gestures, and modifying these as necessary; • Supporting the client in communicating choices and wishes; • Independent Care Contractors changing their own behavior when it has a detrimental impact; • Temporarily avoiding situations that are too difficult or too uncomfortable for the client; • Allowing the client to exercise as much control and decision-making as possible over day-to-day routines; • Assisting the client to increase control over life activities and environment; • Teaching the client coping, communication and emotional self-regulation skills; • Anticipating situations that will be challenging and assisting the client to cope or to respond in a calm way; • Filling up the client's life with opportunities such as valued work, enjoyable physical exercise and preferred recreational activities; and • Modifying the environment to remove stressors (such as irritating noise, light or cold air).

B. NaNaZWoRLD Home Helpers, LLC will develop a positive support transition plan on the forms and in manner prescribed by Human Services and within the required timelines for each person served when required in order to:

1. eliminate the use of prohibited procedures as identified in this policy;
2. avoid the emergency use of manual restraint as defined in section I of this policy;
3. prevent the person from physically harming self or others; or
4. phase out any existing plans for the emergency or programmatic use of restrictive interventions prohibited.

PERMITTED ACTIONS AND PROCEDURES NaNaZWoRLD Home Helpers, LLC allows the following instructional techniques and intervention procedures used on an intermittent or continuous basis. When used on a continuous basis, they must be addressed in a client's care plan.

A. Physical contact or instructional techniques must use the least restrictive alternative possible to meet the needs of the client in order to:

1. calm or comfort a client by holding that persons with no resistance from that person;
2. protect a client known to be at risk of injury due to frequent falls as a result of a medical condition;
3. facilitate the person's completion of a task or response when the person does not resist or the person's resistance is minimal in intensity and duration; or
4. block or redirect a client's limbs or body without holding the person or limiting the person's movement to interrupt the person's behavior that may result in injury to self or others, with less than sixty (60) seconds of physical contact by staff; or
5. to redirect a client's behavior when the behavior does not pose a serious threat to the person or others and the behavior is effectively redirected with less than 60 seconds of physical contact by staff.

B. Restraint may be used as an intervention procedure to:

1. position a client with physical disabilities in a manner specified in the client's care plan; or
2. assist in the safe evacuation or redirection of a client in the event of an emergency and the client is at imminent risk of harm; or
3. when instructed by a licensed health care professional to safely conduct a medical examination or to provide medical treatment Any use of restraint as allowed in this paragraph B must comply with the restrictions identified in the preceding paragraph A.

C. Use of adaptive aids or equipment, orthotic devices, or other medical equipment ordered by a licensed healthcare professional to treat a diagnosed medical condition do not in and of themselves constitute the use of mechanical restraint.

PROHIBITED PROCEDURES NaNaZWoRLD Home Helpers, LLC prohibits the use of the following procedures as a substitute for adequate staffing, for a behavioral or therapeutic program to reduce or eliminate behavior, as punishment, or for Caregiver's convenience:

1. Chemical restraint;
2. Mechanical restraint;
3. Manual restraint;
4. Time out;
5. Seclusion; or
6. Any aversive or deprivation procedure.

MANUAL RESTRAINTS NOT ALLOWED IN EMERGENCIES

NaNaZWoRLD Home Helpers, LLC does not allow the emergency use of manual restraint. Alternative measures must be used by Independent Care Contractors to achieve safety when a client's conduct poses an imminent risk of physical harm to self or others and less restrictive strategies have not achieved safety, such as clearing the area of obstacles, attending to physical needs, providing a device to alert Independent Care Contractors of need for assistance. Independent Care Contractors may contact their supervisor to discuss specific alternatives for their client.

If a client poses a threat to self or others (including actions which are actively violent, such as actively assaulting caregivers or others, throwing and breaking things), appears belligerent and hostile (i.e. potentially violent), and/or expresses imminent intent to harm self or others (even if the client does not appear threatening to self or others) then Independent Care Contractors should take the following actions: Immediately call 911. Before emergency personnel arrives/responds, if possible without making physical contact with the client and/or endangering themselves or others, remove any potentially dangerous objects and any other vulnerable adults and/or children in the client's immediate area.

NaNaZWoRLD Home Helpers, LLC will notify the client's designated emergency contact of the situation as soon as possible. After emergency personnel have resolved the situation, report the incident to the direct supervisor. NaNaZWoRLD Home Helpers, LLC will not allow the use of an alternative safety procedure with a client when it has been determined by the client's physician or mental health provider to be medically or psychologically contraindicated for a person.

NaNaZWoRLD Home Helpers, LLC will complete an assessment of whether the allowed procedures are contraindicated for each person receiving services.

EMERGENCY RESPONSE, REPORTING & REVIEW POLICY

It is NaNaZWoRLD Home Helpers, LLC policy that Independent Care Contractors effectively respond to, report, and review all emergencies to ensure the safety of clients while actively providing services and to promote the continuity of services until emergencies are resolved. "Emergency" means any event that affects the ordinary daily operation of the program including, but not limited to:

fires, severe weather, natural disasters, power failures, or other events that threaten the immediate health and safety of clients; and that require calling 911, emergency evacuation, moving to an emergency shelter from the service site for more than 24 hours.

It is important the Independent Care Contractors remain calm and keeps everyone informed throughout the emergency.

Fires Additional information on safety in fires is available online at:

<http://www.ready.gov/home-fires>.

In the event of a fire emergency, Independent Care Contractors should take the following actions: Use fire extinguishers to suppress the fire if it can be done safely.

Call 911 and provide them with relevant information.

Evacuate all people in the immediate area to an area of safety, closing doors against smoke and heat. Test a closed door before opening by feeling near the top. If the door is hot, use an alternative exit. If a room is smoke-filled, keep close to the floor to breathe more easily.

Keep everyone together.

Do not reenter until the emergency personnel determine it is safe to do so. Provide emergency first aid as required until emergency personnel arrive.

Severe weather and natural disasters Additional information on safety in severe weather or natural disasters is available online at: <http://www.ready.gov>. In the event of a severe weather emergency, Independent Care Contractors should take the following actions:
Monitor weather conditions: Listen to local television, radio or a weather-radio for weather warnings and watches.
Make sure the client is aware of the situation.
Follow the recommendations of the announcement and assist the client in the preparation for the inclement weather, which may include changing plans and activities, staying indoors or seeking shelter.

Power failures Additional information on safety during power failures is available online at: <http://www.ready.gov/power-outages>. In the event of a power failure emergency, Independent Care Contractors should take the following actions:
Report power failures to the client's power company.
Use emergency supplies (flashlights, battery-operated radio).
Work with clients to change plans and activities to keep them safe.

Emergency shelter Additional information on emergency shelter is available online at: <http://www.ready.gov/shelter>.
Need of an emergency shelter may include: severe weather, natural disasters, power failures, and other events that threaten the immediate health and safety of clients.
Follow directions of local emergency personnel to locate the closest emergency shelter. If time allows, move to the emergency shelter with at least a 24-hour supply of medications and medical supplies, medical books/information, and emergency contact names and information.
At the emergency shelter, notify personnel of any special needs required.

INCIDENT RESPONSE, REPORTING AND REVIEW POLICY

It is the policy of NaNaZWORLD Home Helpers, LLC to respond to, report, and review all incidents that occur while providing services in a timely and effective manner in order to protect the health and safety of and minimize risk of harm to clients.

"Incident" means an occurrence which involves a client and requires the program to make a response that is not part of the program's ordinary provision of services to that client, and includes:

A. Serious injury of a client;

1. Fractures;
2. Dislocations;
3. Evidence of internal injuries;
4. Head injuries with loss of consciousness;
5. Lacerations involving injuries to tendons or organs and those for which complications are present;

6. Extensive second degree or third degree burns and other burns for which complications are present;
7. Extensive second degree or third degree frostbite, and other frostbite for which complications are present;
8. Irreversible mobility or avulsion of teeth;
9. Injuries to the eyeball;
10. Ingestion of foreign substances and objects that are harmful;
11. Near drowning;
12. Heat exhaustion or sunstroke; and
13. All other injuries considered serious by a physician.

B. A Client's death.

C. Any medical emergencies, unexpected serious illness, or significant unexpected change in an illness or medical condition of a client that requires the program to call 911, physician treatment, or hospitalization.

D. Any mental health crisis that requires the program to call 911 or a mental health crisis intervention team.

E. An act or situation involving a client that requires home helper to call 911, law enforcement, or the fire department.

F. A client's unauthorized or unexplained absence from home. (No contact w/client and/or family)

When a client is determined to be missing or has an unexplained absence, Independent care Contractors will take the following steps:

1. If the client has a specific plan outlined in his/her care plan to address strategies in the event of unauthorized or unexplained absences that procedure should be implemented immediately, unless special circumstances warrant otherwise.
2. **An immediate and thorough search of the immediate area that the client was last seen**
3. If after no more than 15 minutes, the search of the home and neighborhood is unsuccessful, staff will **contact law enforcement authorities**.
4. After contacting law enforcement, Independent Care Contractor will notify NaNaZWORLD Home Helpers, LLC who will contact people as needed to assist in the search.
5. **When the client is found**, the Independent Care Contractor will return the client to the home, or make necessary arrangements for the client to be returned to their home..
3. After the situation is brought under control, question the client(s) as to any injuries and visually observe their condition for any signs of injury. If injuries are noted, provide necessary treatment and contact medical personnel if indicated.

H. Sexual activity involving force or coercion If a client is involved in sexual activity with another and that sexual activity involves force or coercion, staff will take the following steps:

1. Do not react emotionally to the client's interaction.
2. Intervene to protect the client from force or coercion, following the Emergency Use of Manual Restraints Policy as needed.
3. Summon NaNaZWORLD Home Helpers, LLC Management
4. If the client is unclothed, provide them with appropriate clothing. Do not have them redress in the clothing that they were wearing.

5. Do not allow them to bathe or shower until law enforcement has responded and cleared this action.

6. Contact law enforcement as soon as possible and follow all instructions.

7. If the client(s) expresses physical discomfort and/or emotional distress, or for other reasons you feel it necessary, contact medical personnel as soon as possible. Follow all directions provided by medical personnel.

I. Emergency use of manual restraint- Follow the Emergency Use of Manual Restraints Policy.

J. Maltreatment- Follow the Maltreatment of Minors or Vulnerable Adult Reporting Policy.

REPORTING PROCEDURES

A. Completing a report

1. Incident reports will be completed as soon possible after the occurrence, but no later than 24 hours after the incident occurred or the program became aware of the occurrence. The written report will include:

2. The name of the clients or persons involved in the incident;

3. The date, time, and location of the incident;

4. A description of the incident;

5. A description of the response to the incident and whether a client's care plan (including without limitation any applicable Abuse Prevention Plan) or program policies and procedures were implemented as applicable;

6. The name of the staff person or persons who responded to the incident; and

7. The results of the review of the incident.

8. When the incident involves more than one client, NaNaZWoRLD Home Helpers, LLC will not disclose personally identifiable information about any other client when making the report to the legal representative or designated emergency contact and hospice manager, unless this program has consent of the client. The written report will not contain the name or initials of the other client(s) involved in the incident.

B. Reporting incidents to team members

1. All incidents must be reported to the client's legal representative or designated emergency contact and NaNaZWoRLD Home Helpers, LLC Management

a.within 24 hours of the incident occurring while services were provided;

b.within 24 hours of discovery or receipt of information that an incident occurred; or

c.as otherwise directed in a client's care plan (including without limitation any applicable Abuse Prevention Plan).

2. This program will not report an incident when it has a reason to know that the incident has already been reported.

3. Any emergency use of manual restraint of a client must be verbally reported to the client's legal representative or designated emergency contact and case manager within 24 hours of the occurrence. The written report must be completed according to the requirements in the NaNaZWoRLD Home Helpers, LLC emergency use of manual restraints policy.

C. Additional reporting requirements for deaths and serious injuries

1. A report of the death or serious injury of a client must be reported to both the Department of Human Services and Hospice.

2. The report must be made within 24 hours of the death or serious injury occurring while services were provided or within 24 hours of receipt of information that the death or serious injury occurred.

3. This program will not report a death or serious injury when it has a reason to know that the death or serious injury has already been reported to the required agencies.

D. Additional reporting requirements for maltreatment

1. When reporting maltreatment, this program must inform the case manager of the report unless there is reason to believe that the case manager is involved in the suspected maltreatment.

2. The report to the case manager must disclose the nature of the activity or occurrence reported and the agency that received the maltreatment report.

E. Additional reporting requirements for emergency use of manual restraint -Follow the Emergency Use of Manual Restraints Policy.

REVIEWING PROCEDURES

A. Conducting a review of incidents and emergencies

1. The review will be completed within thirty (30) days of the incident.

2. The review will ensure that the written report provides a written summary of the incident.

3. The review will identify trends or patterns, if any, and determine if corrective action is needed.

5. When corrective action is needed, the Independent Care Contractor will be assigned to take the corrective action within a specified time period.

B. Conducting an internal review of deaths and serious injuries NaNaZWORLD Home Helpers, LLC will conduct an internal review of all deaths and serious injuries that occurred while services were being provided if they were not reported as alleged or suspected maltreatment. (Refer to the Vulnerable Adults Maltreatment Reporting and Internal Review Policy and Maltreatment of Minors Reporting and Internal Review Policy when alleged or suspected maltreatment has been reported.)

1. The review will be completed within thirty (30) days of the death or serious injury.

2. The internal review must include an evaluation of whether:

a. related policies and procedures were followed;

b. the policies and procedures were adequate;

c. there is need for additional staff training;

d. the reported event is similar to past events with the clients or the services involved to identify incident patterns; and e. there is need for corrective action by the program to protect the health and safety of the clients receiving services and to reduce future occurrences.

3. Based on the results of the internal review, the program must develop, document, and implement a corrective action plan designed to correct current lapses and prevent future lapses in performance by staff or the program, if any.

4. The internal review of all incidents of emergency use of manual restraints must be completed according to the requirements in the program's emergency use of manual restraints policy.

5. Conducting an internal review of maltreatment Follow the Maltreatment of Minors or Vulnerable Adult Reporting Policy

6. Conducting a review of emergency use of manual restraints Follow the Emergency Use of Manual Restraints Policy.

RECORD KEEPING PROCEDURES

1. The review of an incident will be documented on the incident reporting form and will include identifying trends or patterns and corrective action if needed.
2. Incident reports will be maintained in the client's record. The record must be uniform and legible.

RECEIPT AND ACKNOWLEDGEMENT

NaNaZWoRLD Home Helpers, LLC reserves the right to change the contents of this Manual at any time. No changes in any benefit, policy or rule will be made without due consideration to the effect such changes will have on you as an Independent Care Contractor and on NaNaZWoRLD Home Helpers, LLC.

_____ I acknowledge receipt and have read the Manual.

_____ I understand the policies, rules and benefits described within this Manual and acknowledge that NaNaZWoRLD Home Helpers, LLC reserves the right to change the contents of this Manual at its discretion.

_____ I acknowledge that my contract may be terminated “at will”, either by myself or NaNaZWoRLD Home Helpers, LLC., regardless of length of contract. I acknowledge that no contract of employment, other than “at will” has been expressed or implied and that no circumstances arising out of my contract will alter my “at will” relationship unless expressed in writing.

_____ I acknowledge that during my course of my contract with NaNaZWoRLD Home Helpers, LLC confidential information may be made available to me and this information will not be disclosed or used outside of the scope of my position at NaNaZWoRLD Home Helpers, LLC

_____ I acknowledge the policies, procedures; rules set forth in this Manual revoke all previous inconsistent policies and procedures for NaNaZWoRLD Home Helpers, LLC. as of the effective date of this Manual.

_____ I also acknowledge it is my responsibility to be familiar with these policies and any changes or modifications thereto.

My signature below acknowledges that I have read the above statements and received a copy of the NaNaZWoRLD Home Helpers, LLC Caregiver Policy Manual.

Dated: _____

(Signature) _____

(Printed Name) _____