

Diligent Consulting Subcontractor Handbook and Procedures

Last revised 7/15/2026

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WELCOME

Welcome to Diligent Consulting. I am so appreciative that you agreed to lend your expertise and commitment to a trauma consulting project. As a subcontractor, you represent both your professional reputation and Diligent Consulting. We expect all subcontractors to uphold the highest standards of professionalism, integrity, confidentiality, and clinical excellence at all times. We also expect Subcontractors to exercise independent professional judgment, act honestly and ethically, avoid situations that could compromise objectivity, and place the interests of the Client above personal gain while performing consulting services.

DILIGENT CONSULTING'S CORE VALUES

Collaboration

We recognize that our clients have expertise within their hospital, so we should approach projects as partners and coaches. We seek to co-create practical and sustainable solutions that are owned by the client long after our engagement ends.

Capacity Building

We don't just recommend change – we build the capacity to sustain it. By strengthening relationships, cultivating partnerships, and growing local leaders, we leave our client organizations more resilient, aligned, and prepared for the future.

Clarity & Structure

We approach every project with organization, momentum, and transparency. We facilitate meetings efficiently to guard the time of our busy clinical leaders. We work to ensure steady progress and focused results.

Culture of Continuous Improvement

The best part of trauma care is its commitment to performance improvement; we practice that same culture in our work. We model our commitment to continuous improvement by being transparent and open to feedback.

PROFESSIONAL STANDARDS AND CONDUCT

Subcontractors are expected to:

- Meet deadlines and deliver accurate work products
- Stay current with and verify factual consistency with ACS or applicable state trauma standards, as well as grammar, formatting, and completeness, before submitting deliverables
- Respond to communication from Diligent Consulting within one business day whenever possible

When engaging with clients, subcontractors are expected to:

- Have a professional appearance
- Be punctual to meetings
- Ensure a stable and secure internet connection
- Use a professional background for virtual meetings (a blurred background is allowed)

Consultants shall never direct patient care or make clinical diagnoses, provide legal opinions, or guarantee verification outcomes.

INDEPENDENT CONTRACTOR RELATIONSHIP

Subcontractors are independent contractors and not employees of Diligent Consulting. Nothing in this handbook creates an employment relationship. As an independent contractor, you are responsible for your own:

- Federal, state, and local taxes
- Professional licensing requirements
- Continuing education
- Insurance coverage
- Business expenses unless otherwise agreed
- Retirement and healthcare benefits

Subcontractors may not:

- Represent themselves as Diligent Consulting employees
- Bind the Diligent Consulting to contracts
- Make financial commitments on behalf of Diligent Consulting
- Alter the scope of the project on behalf of Diligent Consulting
- Speak on behalf of Diligent Consulting without authorization

CONFLICTS OF INTEREST

Conflicts of interest are not inherently bad; we want to be mindful of real or perceived conflicts that could interfere with our reputation or undermine client trust. See [Appendix C](#) for the Conflict of Interest Policy and Disclosure Form.

INSURANCE REQUIREMENTS

Subcontractors are responsible for determining and maintaining any insurance coverage they deem appropriate for their business operations. Diligent Consulting does not provide professional liability, general liability, workers' compensation, or other insurance coverage for subcontractors.

HEALTHCARE DATA COMPLIANCE REQUIREMENTS

See the Diligent Consulting [Data Security Policy](#).

Subcontractors shall promptly report any suspected loss, theft, unauthorized disclosure, or cybersecurity incident involving Client information to Diligent Consulting.

CONFIDENTIALITY AND NON-DISCLOSURE

All information about the Client obtained through this consulting engagement is confidential, even if it doesn't have PHI. This includes the Client's:

- Financial information
- Any peer-protected performance improvement records
- Hospital strategic plans
- Verification readiness assessments, applications, or VRC reports

Confidential information may not be shared externally, used for personal benefit, stored on unsecured systems, or discussed in public settings. Subcontractors shall not retain Client information or work product for portfolios, future marketing, training, presentations, or other business purposes without prior written authorization. Upon completion of the engagement, subcontractors shall return or permanently delete all Client and Diligent Consulting work products from their personal devices unless otherwise authorized in writing.

Confidentiality obligations survive termination of the subcontractor relationship.

DOCUMENTATION, DELIVERABLES, AND USE OF AI

All deliverables must be accurate, professional, and submitted on time.

If indicated, use Diligent Consulting design standards (font, colors, logo).

As we continue to increase our use of AI (Copilot, ChatGPT, etc) for primary writing, remember:

- AI-generated references, trauma standards, regulatory requirements, clinical recommendations, citations, and statistical analyses must be independently verified against authoritative sources before inclusion in any Client deliverable
- AI may not be used to upload confidential client information, proprietary information, or protected health information (PHI). AI platforms may not be used in a manner that grants the platform ownership or reuse rights to Client information or work product.
- AI should supplement – not replace – professional judgment.
- Subcontractor remains responsible for all work, regardless of how it was drafted.

VENDOR APPROVAL

Subcontractors may not use software, cloud storage providers, collaboration platforms, file sharing services, or external applications to store or process Client Data unless approved by Diligent Consulting.

EMAIL

For most of the engagement, you will use your own private email to communicate with Sarah. If you are communicating directly with the Client or accessing files on a secure server, Diligent Consulting will provide you with a company email.

SOCIAL MEDIA AND COMMUNICATIONS

Diligent Consulting values professional engagement and recognizes that Subcontractors may maintain an active presence on social media and other public platforms. Nothing in this policy is intended to restrict lawful personal expression. However, Subcontractors shall not:

- Disclose confidential, proprietary, or non-public information about Diligent Consulting, its Clients, or consulting engagements.
- Share photographs, screenshots, meeting content, documents, presentations, or observations from Client facilities without prior written authorization.
- Announce or identify a Client relationship unless Diligent Consulting and the Client have authorized public disclosure.
- Represent personal opinions as official positions of Diligent Consulting.
- Use Diligent Consulting's name, logo, branding, Client name, project information, or marketing materials without prior written authorization.

Requests from the media regarding Diligent Consulting or its Clients should be referred to Sarah Spilman. Only authorized individuals may issue public statements or communicate with the media on behalf of Diligent Consulting.

ONBOARDING PROCESS

New subcontractors are required to:

1. Sign the Work Services Agreement
2. Review the [Data Security Policy](#)
3. Submit a W9 (invitation to be received from Found.com)
4. Send Sarah a confidential email to provide bank details for direct deposit
5. Review and acknowledge receipt of the Diligent Consulting Subcontractor Handbook
6. Complete or show proof of HIPAA training if handling data

BILLING AND PAYMENT PROCEDURES

Time Worked

Subcontractors shall be responsible for keeping their own time. If the terms of your engagement specify **hourly pay**, you should track hours to the nearest quarter-hour. If during the project it appears that the original number of estimated hours was too low, please let Sarah know before you work in excess of the original estimate. If the terms of your engagement

specify a **project fee**, I would appreciate it if you still tracked hours so I can reconcile hours and payments at the end of the project. This helps me plan better for future projects.

Availability

Diligent Consulting has clients and subcontractors in all time zones. We also understand that your Subcontracting engagement is in addition to your regular full- or part-time employment. We will confirm your meeting availability prior to scheduling any client meetings.

Invoicing

Please include the following information on each invoice:

- Invoice number
- Dates of service
- Brief description of work performed
- Hours worked or agreed-upon project amount
- Total amount due

Expense reimbursement requests should be submitted with supporting documentation and, whenever practical, with the invoice covering the applicable period. Submit invoices according to the billing schedule specified in the Work Services Agreement and/or Exhibit A.

Payment Frequency

The Work Services Agreement and/or Exhibit A will specify the frequency of payment and the due dates for invoicing. The invoice should include a general description of work accomplished for each project, as well as the total number of hours worked. Hours should be rounded to the next quarter-hour.

Travel and Expenses

Only pre-approved expenses are reimbursable. Receipts are required for all reimbursable expenses. Mileage reimbursement will follow current IRS rates unless otherwise specified. A suggested Travel Reimbursement Form is found in [Appendix B](#).

PROJECT CLOSE-OUT

Upon completion of an engagement, subcontractors should:

- Submit any remaining invoices and approved expense requests
- Transfer all final work products and project files to Diligent Consulting.
- Return or permanently delete Client Confidential Information.

DISCLAIMER

This handbook provides operational guidance and expectations for subcontractors. It does not create contractual rights or obligations independent of the Work Services Agreement. If there is any conflict between this handbook and the Work Services Agreement, the Agreement controls.

Diligent Consulting reserves the right to revise this handbook from time to time. The most current version supersedes prior versions.

APPENDIX A: DATA USE AGREEMENT (COPY)



Diligent Consulting
Data Use Agreement for Subcontractors
Last revised 7/15/2026

Acknowledgment of Receipt and Understanding

By signing below, I acknowledge that I have received a copy of the Diligent Consulting [Data Security Policy](#) (dated 7/15/2026). I have read and understand the contents of this policy and agree to abide by its terms as a condition of my subcontracted engagement with Diligent Consulting.

I understand that Diligent Consulting may amend or modify, and it is my responsibility to stay informed of such changes. I acknowledge that nothing contained in these policies may be construed as a contract of employment or guarantee of continued employment. I further acknowledge that this policy does not create a contract of employment, partnership, joint venture, or any guarantee of continued engagement, and does not alter the terms of any existing agreement between me and Diligent Consulting.

SIGNATURE

Name: _____

Company: _____

Signature: _____

Date: _____

APPENDIX B: TRAVEL REIMBURSEMENT FORM

Diligent Consulting Subcontractor Travel Reimbursement Form

Subcontractor Name:

Project:

Please list each expense on its own line. Provide copies of receipts for all transactions.

Date	Description	Total Amount
	Total:	

APPENDIX C: CONFLICT OF INTEREST DISCLOSURE FORM

Diligent Consulting

Subcontractor Conflict of Interest Disclosure Form

Subcontractor Name:

Client:

Date:

Diligent Consulting is committed to providing objective, independent, and unbiased consulting services. To protect the integrity of our work and maintain the confidence of our clients, Subcontractors must disclose any actual, potential, or perceived conflicts of interest before beginning an engagement and throughout the duration of the project.

A conflict of interest exists when a personal, professional, financial, or other relationship could reasonably influence, or appear to influence, the subcontractor's objectivity, independence, judgment, or performance of services under the Work Services Agreement.

This policy applies to the subcontractor and, where applicable, close family members, business partners, affiliated organizations, and entities in which the subcontractor has a significant financial or governance interest.

Disclosure does not automatically prevent participation in an engagement. Rather, disclosure allows Diligent Consulting and the Client to evaluate the situation and determine whether the conflict can be appropriately managed.

The primary sources of conflict could include but are not limited to:

- Current or previous employment with the Client.
- Current or previous consulting services provided to the Client.
- Current employment or consulting work for a competitor of the Client.
- Ownership, investment, stock, equity interest, or other financial interest in an organization that could benefit from recommendations made during the engagement.
- Referral agreements, commissions, partnerships, or other financial arrangements with vendors, software companies, medical device manufacturers, or service providers that could influence recommendations.
- Service on a board of directors, advisory board, committee, or governing body whose interests may conflict with those of the Client.
- Personal or family relationships with individuals employed by or affiliated with the Client that could affect professional judgment.

- Ownership of intellectual property, products, software, educational materials, or other commercial interests that may benefit from recommendations made during the engagement.
- Any other circumstance that could reasonably create an actual conflict or the appearance of a conflict.

Disclosure is not inherently bad; it is ethically prudent to protect the respect and confidence entrusted to us by Clients. Diligent Consulting discloses all actual or potential conflicts to Clients. If the Client deems the conflict to be problematic, Diligent Consulting will work with the Client to address and resolve the issue appropriately. This could include obtaining written acknowledgement from Client to consent to the conflict or scope adjustments. If the conflict cannot be managed without harm to the Client, the Subcontractor may be withdrawn from the project.

If the Subcontractor attempts to deliberately conceal a conflict of interest or minimize its impact, Diligent Consulting reserves the right to remove the Subcontractor from the project per the terms of the Work Services Agreement.

The subcontractor has a continuing obligation to promptly disclose any actual, potential, or perceived conflict of interest that arises during the engagement. New conflicts must be reported to Diligent Consulting as soon as reasonably practicable after they become known.

Please describe any relationships, financial interests, employment, consulting engagements, board service, investments, personal relationships, or other circumstances that could create an actual, potential, or perceived conflict of interest.

_____ I have no actual, potential, or perceived conflicts of interest to disclose.

OR

_____ I disclose the following actual, potential, or perceived conflicts of interest:

1.
2.
3.

By signing below, I certify that:

- The information provided on this form is complete and accurate to the best of my knowledge.

- I have disclosed all actual, potential, or perceived conflicts of interest known to me at this time.
- I understand my continuing obligation to disclose any new conflicts that arise during the engagement.
- I will not use or disclose confidential or proprietary information obtained from current or former employers or clients while performing services for Diligent Consulting or its Clients.
- I understand that Diligent Consulting will evaluate any disclosed conflict and determine whether disclosure to the Client or additional mitigation measures are appropriate.
- I agree to cooperate in implementing any conflict management plan, including modifications to my role or removal from the engagement if necessary.
- I understand that knowingly failing to disclose a conflict of interest may constitute a material breach of my Work Services Agreement and may result in termination of the engagement.

Printed Name

Signature

Date

Diligent Consulting Review

Date: _____

Determination:

- ☐ No conflict identified
- ☐ Conflict disclosed and determined not to impair independence
- ☐ Conflict disclosed and mitigation plan implemented
- ☐ Client notified
- ☐ Client consent received
- ☐ Subcontractor reassigned or removed from project

Comments:

Signature: _____
