



APTIVA THERAPY

The Art and Science of Therapy

Aptiva Therapy LLC

Contractor Guidebook

Contractor Guidebook

This Guidebook describes important policies and procedures to guide you in your relationship with Aptiva Therapy.

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CONTRACTOR GUIDEBOOK

Aptiva Therapy LLC

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FOREWORD

Aptiva Therapy LLC is a firm dedicated to outstanding patient outcomes, helping business partners thrive and treating all people, including contractors, employees and patients with dignity and respect. We hope your professional experience contracting with Aptiva Therapy will be enjoyable.

Whether you have just joined our team as a contractor or have been working with Aptiva Therapy (previously known as A Plus Plus Therapy) for a while, we are confident that you will find our relationship dynamic and rewarding and we look forward to a productive and successful association. In a professional services organization such as ours, our performance is judged by the quality of care we deliver. Our employees and the select contracted professionals like you are at the core of what we deliver. We greatly value our personal and professional relationships and hope you have an enjoyable and rewarding association with Aptiva Therapy. This Guidebook has been written to provide clarity and outline certain expectations we have of our Contractor relationships.

There are several things to keep in mind about this Guidebook. First, it contains general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning the relationship, or a policy or practice which impacts you, you should address your specific questions to the Managing Partner. Neither this Guidebook nor any other company document confers any contractual right, either express or implied, to be an employee of the company. Nor does it guarantee any fixed terms and conditions, such as hours worked or rates of pay during your contracting relationship. Your relationship with Aptiva is governed by our Professional Services Agreement and may be terminated in accordance with the terms of that agreement. No supervisor or other representative of the company (except the Managing Partner) has the authority to enter into any agreement outside the Professional Services Agreement or to make any agreement contrary to the above.

The procedures, practices, and policies described here may be modified or discontinued from time to time. We will try to inform you of any changes as they occur.

This Guidebook and the information in it should be treated as confidential. No portion of this Guidebook should be disclosed to others, except Aptiva Therapy Managers and others affiliated with Aptiva Therapy whose knowledge of the information is required in the normal course of business.

Some subjects described in this Guidebook are covered in detail in official policy documents. Refer to these documents for specific information because the Guidebook only briefly summarizes those guidelines and benefits.

WORKPLACE EXPECTATIONS

Confidentiality

Our patients and home health agency customers entrust the company and you with important and highly confidential business information. Much of this information is also protected by healthcare-specific regulations, particularly the Health Insurance Portability and Accountability Act (“HIPAA”). It is our policy that all information considered confidential will not be disclosed to external parties or to other Contractors without a “need to know.” If a Contractor questions whether certain information is considered confidential, he or she should err in favor of not divulging the information and check with a Manager at Aptiva Therapy.

Confidential Business Information

This policy is intended to alert contractors to the need for discretion at all times and is not intended to inhibit normal business communications. One of the most valuable assets of any business is proprietary information about employees, other contractors, customers, prices, technology and similar business information. Confidential Information includes, but is in no way limited to: financial records; business, marketing, and strategic plans; personnel and payroll records regarding current and former employees and contractors; the identity of, contact information for, and any other account information on patients, clients, vendors, and suppliers; inventions, programs, trade secrets, formulas, techniques, and processes; and any other documents or information regarding Aptiva Therapy’s operations, procedures, or practices. In addition, for healthcare businesses, information relating to patients, care plans, service providers, payers, and other clinical information that is not public can be considered proprietary and protected. All of the aforementioned types of non-public information are known as “Confidential Information.”

The nature of the health care industry requires, by law, that any patient, client and contractor clinical or payor information is also kept confidential. Normal business operations, as well as client information, must not be discussed outside the office or with persons outside of Aptiva Therapy, other than in the course of providing appropriate patient care, or administration related to that care. In general, contractors should not remove Confidential Information from the work location (such as a patient’s home) without explicit permission from Aptiva Therapy or the patient’s home health agency. This includes all confidential information such as lists of therapists, patient information, customer information and any other business related information.

Contractors and contractors may, from time to time, have the need to use information (or it may be present) on an electronic device, such as a Smart Phone, Tablet or Desktop Computer, where such device is necessary for the orderly flow of information within the company or to Business Associates or Contractors. All electronic devices must be configured with password access and appropriate use of encryption for Confidential

Information. If a contractor is uncertain as to the level of protection necessary, they should consult the Office Manager for further direction.

All contractors are responsible for protecting proprietary and confidential information from release or misuse both during their engagement and thereafter. All contractors and staff members that are informed of Aptiva Therapy's policy regarding confidentiality and privacy are expected to maintain appropriate levels of confidentiality on an on-going basis. Clients and contracting agencies are also informed of Aptiva Therapy's policies regarding confidentiality and disclosure of client and contractor information.

Confidential Information obtained during or through an engagement with Aptiva Therapy may not be used by any contractor for the purpose of: 1) furthering current or future outside business; or 2) for employment or contracting activities; or 3) for obtaining personal gain or profit. Aptiva Therapy reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use of Confidential Information or to recover damages incurred as a result of the impermissible use of Confidential Information.

HIPAA PRIVACY STATEMENT

HIPAA, the Health Insurance Portability and Accountability Act of 1996, imposes additional standards for maintaining the privacy of individual identifiable information that we work with, transmit, or maintain, regardless of the form. The section of the law governing these standards is commonly known as The Privacy Rule. All employees and contractors of Aptiva Therapy may not disclose an individual's Protected Health Information (PHI) outside the guidelines set forth in the law. PHI is defined as:

- individual information that relates to an individual's past, present or future physical or mental health or condition, or;
- the provision of health care to the individual, or;
- the past, present, or future payment for the provision of health care to the individual, and that identifies the individual for which there is a reasonable basis to believe can be used to identify the individual.

The health care Privacy Rule applies to any health care provider, individual or organization, regardless of size, that transmits PHI electronically. For detailed information, please consult the Department of Health and Human Services website.¹

Aptiva Therapy LLC may also serve as a Business Associate in accordance with HIPAA, and contractors, home health agencies and other entities may also be a Business Associate

¹ See <http://www.hhs.gov/ocr/privacy/hipaa/understanding/summary/privacysummary.pdf>

to Aptiva Therapy. Even as an independent clinician, it is your responsibility to know, understand and abide by the requirements of HIPAA, and by contracting with Aptiva Therapy, you agree to abide by HIPAA in all matters.

Maintaining confidentiality is a serious responsibility of Aptiva Therapy LLC. Without patients and customers who trust us with their sensitive information, the company would not be able to continue business. Any breach of confidentiality will be dealt with as a serious breach of your Professional Services Agreement and addressed with rigor.

ETHICS and INTEGRITY

Aptiva Therapy expects all contractors to act with integrity in all actions with patients, customers, employees and fellow contractors. It is part of our culture to treat all people with dignity, compassion and respect. Everyone is expected to use good judgment and common sense in decision-making, to act and work for the betterment of our patients, our customers and the company, and to be fair and ethical in their dealings with everyone. Committing to offering the best possible patient care is an important part of who we are as a firm. There may be situations that arise when it is not easy to discern what the right thing to do is. On those occasions, please raise the issue with the company, and if necessary, with the Managing Partner.

At the end of the day, we are all judged by our actions. Our goal is to be proud of what we do, and to be able to stand behind every decision that we make with the notion that we acted with the highest sense of integrity and respect. We expect all of our contractors to aspire to this standard, just as we do. And while errors in judgment are inevitable, we try to learn from our mistakes and avoid repeating those errors. Being the best that we can possibly be is important for all of us.

DIVERSITY

Equal Opportunity Statement

Aptiva Therapy provides equal opportunities to all contractors, employees and patients without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran in accordance with applicable federal, state and local laws. Aptiva Therapy complies with applicable state and local laws governing nondiscrimination in employment and provision of services in every location in which the company has employees or contractors at work. This policy applies to all terms and conditions of contracted work, including any and all services to be provided to patients.

Aptiva Therapy expressly prohibits any form of unlawful harassment based on race, color, religion, gender, sexual orientation, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of Aptiva Therapy employees or other contractors to perform their expected job duties is absolutely not tolerated.

Aptiva Therapy's Anti-Harassment Policy and Complaint Procedure

Aptiva Therapy is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, Aptiva Therapy expects that all relationships among persons in the office, in the field, in patient homes, and anywhere else we are at work will be business-like and free of bias, prejudice and harassment. This expectation applies equally to employees, contractors and patients.

Aptiva Therapy encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of Aptiva Therapy to promptly and thoroughly investigate such reports. Aptiva Therapy prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

Definitions of Harassment

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature. When such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or treatment or in creating an intimidating, hostile or offensive environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and any other physical, verbal or visual conduct of a sexual nature.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, citizenship, genetic information or any other characteristic protected by law or that of his/her relatives, friends or associates, and that a) has the purpose or effect of creating an intimidating, hostile or offensive environment; b) has the purpose or effect of unreasonably interfering with an individual's performance; or c) otherwise adversely affects an individual's work or treatment.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is displayed on company or patient's premises or circulated while engaged on company business, whether using company or personal equipment, using written, photographic, electronic, email, blog, text messages, tweets, social networking sites, or other means.

Individuals and Conduct Covered

These policies apply to all applicants, contractors, and patients whether related to conduct engaged in by the contractor, fellow Contractors or someone not directly connected to Aptiva Therapy (e.g., an outside vendor, therapist, consultant, patient or customer).

Conduct prohibited by these policies is unacceptable in any work-related setting such as work premises, patient homes, and locations outside the workplace, such as during business trips, business meetings and business-related social events.

Complaint Process

Individuals who believe they have been the victims of conduct prohibited by this policy statement or who believe they have witnessed such conduct should discuss their concerns with an Aptiva Manager, Partner or the Managing Partner.

When possible, Aptiva Therapy encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. Aptiva Therapy recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.

Aptiva Therapy encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, although no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

To file a complaint, individuals may speak to any Aptiva Therapy Manager, Partner or the Managing Partner. Individuals may also file a complaint by e-mail or letter. Anonymous complaints are accepted and will be investigated, but anonymity may make a thorough investigation more difficult. If possible, please document or record each incident and provide it with your complaint. This should include what was said or done, the date, the time, and the place. Any written records or telephone messages associated with the incident should also be included.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Violation of this policy by contractor will result termination of contractor's agreement and may result in further legal action against contractor, potentially including civil penalties.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately.

False and malicious complaints of harassment, discrimination or retaliation may also result in termination of a contractor's contract and further legal action including civil penalties.

Contractor Background and Reference Checks

To ensure that individuals who are contracted by Aptiva Therapy are well qualified and that Contractors provide a safe and productive services to patients, it is our policy to conduct pre-engagement background checks and to request work history and references for all contractors seeking to enter into a Consulting Services Agreement. Background checks may include verification of any information on the contractor's work history or application form. It may also include fingerprinting and other more specialized forms of investigation and verification, as may be required by state or federal authorities.

All offers of engagement by Aptiva Therapy are conditioned on receipt of a background check report and references that are acceptable to Aptiva Therapy. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the contracting process, or as requested by home health agencies or other affiliated health care agencies as part of satisfaction of company policy, governmental reporting or other statutory record keeping requirements.

If information obtained in a background check would lead Aptiva Therapy to deny an engagement, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report's accuracy. Background checks may include a criminal record check, a sex offender check, or an arrest record check, although a criminal conviction does not automatically bar a prospective contractor from being engaged.

Additional checks such as a driving record or credit report may be made on contractors for particular job categories where such checks are appropriate and related to their performance of their contracted duties.

Authorization to Work in the United States

All offers of engagement are contingent on verification of a Contractor's right to work in the United States. Each Contractor's will be asked to provide original documents verifying his/her right to work. If a Contractor at any time cannot verify his/her right to work in the United States, Aptiva Therapy may be obliged to terminate his/her engagement.

Contractor Return of Company Property

In general, Contractors are responsible for providing their own medical supplies, equipment and materials and contractors should not possess company property off-site unless it is specialized equipment required for effective workflow and operation. If an item is to be removed, then the Contractor must inform Aptiva that they need Aptiva company property and why it is necessary. Aptiva Confidential Information such as Contractor lists, customer lists and patient information should not be removed in any case unless expressly authorized by the Office Manager, Director of Staffing or a Partner.

At the conclusion of a contract, the Contractor must return all Aptiva Therapy company property including Aptiva or home health agency owned tablets, PCs, laptop PCs, as well as any Confidential Information in the possession of the contractor. Failure to return some items may result in deductions from the final services payment.

Non-Solicitation and Non-Interference of other Aptiva Therapy Contractors or Business Partners.

Contractor agrees that for the period of one year following their last date of engagement, they will not, directly or indirectly, for themselves or on behalf of any other organization or entity, solicit, recruit, employ, engage, or contract for services of any other Contractor or Employee in a way that interferes with any business relationship between the company and its business partners, contractors, vendors, employees, suppliers, or any other party with whom the company has a relationship on the day of termination of their contract.

WORKPLACE SAFETY

Drug-Free Workplace

Aptiva Therapy has a longstanding commitment to provide a safe and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of Contractors, Employees, Patients and patient family members.

This guideline outlines the practice and procedure designed to correct instances of identified alcohol and/or drug use by contractor while engaged on behalf of Aptiva Therapy. A similar policy applies to all employees.

Contractors should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit Contractors from the lawful use and possession of prescribed medications. Contractors must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely and promptly disclose

any work restrictions to Aptiva Therapy. Contractors should not, however, disclose underlying medical conditions.

Work Rules

The following work rules apply to all Contractors:

- Whenever Contractors are working, are operating any vehicle, are present on patient premises, or are conducting any other work on behalf of Aptiva Therapy, they are prohibited from:
 - Using, possessing, buying, selling, manufacturing or dispensing an illegal drug.
 - Being under the influence of alcohol or an illegal drug as defined in this policy.
- The presence of any detectable amount of any illegal drug or illegal controlled substance in a Contractor's body while performing business on behalf of Aptiva Therapy is prohibited.
- Aptiva Therapy will not allow any Contractor to perform their duties while taking prescribed drugs that are adversely affecting the Contractor's ability to safely and effectively perform their job duties. Contractors taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.

Violence in the Workplace

All contractors, employees, customers, vendors and patients must be treated with courtesy and respect at all times. Contractors are expected to refrain from conduct that may be dangerous to others or which may reflect adversely on Aptiva Therapy LLC.

Contractors of Aptiva Therapy expressly agree that while undertaking work on behalf of Aptiva Therapy, they will comply with all state and federal gun laws and will not take guns, ammunition or other weapons into a patient home while there or in connection with any work on behalf of Aptiva Therapy.

Conduct that threatens, intimidates or coerces any patient, fellow contractor, customer, employee, vendor or business associate will not be tolerated. Aptiva Therapy resources may not be used to threaten, stalk or harass anyone. Aptiva Therapy treats threats coming from an abusive personal relationship as it does other forms of violence.

Safety

It is the responsibility of each Contractor to conduct all tasks in a safe and efficient manner and comply with all local, state and federal safety and health regulations and program

standards, and with special focus on safety concerns as they relate to patient care. This includes assessing risks to one's own health as well as that of Aptiva Therapy employees, fellow contractors, patients and patient family members. Contractors must be vigilant to identify potential risks, and to take appropriate precautions to minimize or reduce those risks. Risks that cannot be eliminated should be identified to the individuals potentially affected by those risks. This is particularly important for risks associated with patients and in patient homes.

Each Contractor has the responsibility to identify and familiarize her/himself with emergency procedures. This includes procedures for dealing with patient events including slips and falls. Those procedures include, but are not limited to:

- Stabilizing a victim and dealing with any health or urgent care needs, including calling 911 if appropriate.
- Removing oneself or a victim from the unsafe environment, and informing appropriate first responders or agencies of the risk.
- Informing Aptiva Therapy immediately of the issue and steps taken to resolve it.

Each Contractor agrees to complete an **Incident Risk Report** for each safety or health risk or infraction that they identify or that may result from their treatment of a patient or where the contractor is a therapist or witness. Failure to report such a risk, regardless of the severity of the injury or accident, may result in immediate termination of the consulting agreement and could result in civil action including civil penalties. The incident report should be completed as soon as practical after an incident, and should include:

- The nature and impact of the risk or event
- date and time
- location
- general conditions
- people present
- source of the risk
- types of injuries or negative consequences
- steps taken to eliminate or reduce the risk or in response to the risk
- outcomes of the steps taken
- current status of the issue
- expected next steps or follow up required in response to the issue.

It is the obligation of contractors and business associates to assume responsibility for their patient's safety. Failure to follow Aptiva Therapy safety and health guidelines or engaging in conduct that places the contractor, patient or company at risk can lead to immediate contract termination and civil actions including civil penalties.

Smoke-Free Workplace

It is the policy of Aptiva Therapy to prohibit smoking on all work premises in order to provide and maintain a safe and healthy work environment for all contractors, employees, patients

and business associates. The law defines smoking as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind."

The smoke-free workplace policy applies to:

- All patient homes and healthcare facilities.
- All areas of Aptiva Therapy work space
- All company-sponsored off-site conferences and meetings.
- All contractors, employees, vendors, student interns and other Business Associates are subject to this policy.

Conflicts of Interest

Contractors must avoid any relationship or activity that might impair, or even appear to impair, their ability to make objective and fair decisions when performing their work on behalf of Aptiva Therapy. Contractor may be faced with situations in which business actions taken on behalf of Aptiva Therapy may conflict with the Contractor's own personal interests or the interest of Aptiva's Customers. While engaged on Aptiva's behalf, every action taken by contractor may not be in conflict with Aptiva's best interest. Company property, information or business opportunities, such as specific patient relationships, may not be used for personal gain adverse to the interests of Aptiva.

Conflicts of interest could arise in the following circumstances:

- Owning or having a substantial interest in a competitor, supplier or contractor.
- Accepting material gifts, discounts, favors or services from a patient, customer/potential customer, fellow clinician, competitor or supplier while working on behalf of Aptiva Therapy. A material gift is defined as one having a value greater than one hundred dollars (\$50.00).
- Encouraging customers, patients or business associates to utilize, transfer service to, or otherwise facilitating transition to a competitor.

Contractors with a conflict-of-interest question should seek advice from Aptiva Therapy management.

Status as a Contractor

Contractors are non-exclusive to Aptiva Therapy and are expressly entitled to engage in work on behalf of other companies. Contractors are not employees, and nothing within these Contractor Guidelines or the Professional Services Agreement confers on any contractor the rights, benefits, or any other terms associated with being an employee.

The outside contractor expressly acknowledges that:

- Contractor is entitled to decline to serve any specific patient or patient(s) and as such, determines if and when they work for Aptiva Therapy; and
- Contractor, within the framework of appropriate patient treatment, documentation and reimbursement rules and requirements, determines the schedule for when, and

in some cases how often, they see patients, and is solely responsible for determining the priority, sequence and work schedule details for the patients for which they are contracted to provide services by Aptiva Therapy; and

- Contractor is responsible for assessing, determining appropriate therapies, delivering therapy, measuring progress, and in all clinical aspects in conjunction with physicians and other care givers, determining the professional treatment appropriate for the patient.
- Contractor is responsible for communication with the patient and coordination of visit times. Contractor agrees to notify patients in advance if they must cancel a visit or are going to be substantially late. Contractor is expected to maintain positive and professional communications with patients and other members of the care team.

As a result, contractor acknowledges conclusively that they are an independent professional contractor, and not an employee of Aptiva Therapy LLC or any of its affiliates or subsidiaries.

However, while serving as an independent contractor, contractor agrees that activities and conduct away from their relationship with Aptiva Therapy must not conflict with or compromise Aptiva Therapy's interests or adversely affect their ability to perform the contracted services on behalf of Aptiva Therapy.

Nothing prohibits a Contractor from providing services without receiving fees if the Contractor is not directly or indirectly compensated for his or her services and it is not in conflict with Aptiva Therapy's business. This may include pro-bono or donated services for charitable purposes for which the Contractor receives no benefit other than tax benefits. Contractors are also prohibited from unauthorized use of or application of any Aptiva Therapy Confidential Information.

In addition, Contractors are not to solicit or conduct any outside business during time when they are being paid for working on behalf of Aptiva Therapy.

Attire and Grooming

It is important for all Contractors to project a professional image while performing work on behalf of Aptiva Therapy. Aptiva Therapy Contractors are expected to be neat, clean and well groomed while performing work on behalf of Aptiva Therapy. Clothing must be consistent with the standards for a business environment and must be appropriate to the type of work being performed. Clinicians should give special care to present themselves at clinical work sites and patient homes in a professional manner.

Electronic Communication and Internet Use

The following guidelines have been established for using the Internet, company-provided devices and e-mail in an appropriate, ethical and professional manner:

- The following actions are forbidden: using disparaging, abusive, profane or offensive language; creating, viewing or displaying materials that might adversely or negatively reflect upon Aptiva Therapy or be contrary to Aptiva Therapy's best interests; and engaging in any illegal activities, including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access of any computers and company-provided equipment such as cell phones and laptops.
- Contractors may not copy, retrieve, modify or forward other's copyrighted materials on behalf of Aptiva Therapy, except with permission of the author or as a single copy to reference only.
- Internal and external e-mails are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mail to the company or on behalf of the company.
- Contractors must exercise caution when transmitting Confidential Information, including HIPAA protected information through unprotected e-mail systems. Company proprietary information should never be transmitted or forwarded to outside individuals or companies not authorized to receive that information and should not be sent or forwarded to other Contractors of Aptiva Therapy who do not need to know the information.
- Contractors must follow all security procedures for HIPAA protected information and maintain user ids, passwords and other security measures in a confidential manner. Contractors must log in using their assigned identification and protect access to data in a fashion consistent with HIPAA regulation.

Contract Payments

Payments are made to contractors in accordance with the Professional Services Agreement. Payments may be made on a weekly, biweekly or monthly basis, as determined by Aptiva Therapy.

Contracted Clinicians may be paid a predetermine fee, or receive a fee per visit, or be paid through a combination of these forms.

The firm may require an IRS form W-9 to verify the tax identification number for the contractor. Contractors may also be required to provide documentation such as professional licenses, proof of Professional Liability Insurance, proof of Workman's Compensation Insurance, Auto Liability and other forms of insurance.

Contractors are responsible for their own expenses, including automobile and related mileage expenses, medical supplies, meals, parking, equipment, and any other expense associated with the provision of professional therapy services to patients on behalf of Aptiva Therapy.

If independent contractors are not able to provide proof of required insurance, then Aptiva Therapy may, in it's sole and absolute discretion, make accommodations such as providing the insurance directly and adjusting rates, directing the contractor to an insurance broker on a no fee basis, or invalidating the Professional Services Agreement.

Contractor Guidebook Acknowledgment and Receipt

I have received my copy of the Contractor Guidebook.

The Contractor Guidebook describes important information about Aptiva Therapy, and I read the guidebook and agree to be bound by its terms in addition to that of my Professional Services Agreement. I understand that I should consult an Aptiva Therapy Manager or the Managing Partner regarding any questions not answered in the Guidebook. I have entered into my contracting relationship with Aptiva Therapy voluntarily and have expressly been given the opportunity to have any contract reviewed by my own legal counsel, and should I choose not to consult with counsel, do so knowingly and of my own volition.

I understand and agree that, other than the Managing Partner, no Partner, Manager, supervisor or representative of Aptiva Therapy has any authority to enter into any agreement for consulting services other than the standard Professional Services Agreement; only the Managing Partner of Aptiva Therapy has the authority to make any other such agreement and then only in writing signed by the Managing Partner of Aptiva Therapy.

This Guidebook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my contract with Aptiva Therapy LLC. By distributing this Guidebook, the company expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

Only the Managing Partner of Aptiva Therapy has the ability to adopt any revisions to the policies in this Guidebook.

I understand and agree that nothing in the Contractor Guidebook creates, or is intended to create, a promise or representation of employment. Furthermore, I acknowledge that this Guidebook is not a contract of employment.

I have received the Guidebook, and I understand that it is my responsibility to read and comply with the policies contained in this Guidebook and any revisions made to it.

Contractor's Signature

Contractor's Name (Print)

Date

Copy for Clinician's Files

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Contractor Guidebook Acknowledgment and Receipt

I have received my copy of the Contractor Guidebook.

The Contractor Guidebook describes important information about Aptiva Therapy, and I read the guidebook and agree to be bound by its terms in addition to that of my Professional Services Agreement. I understand that I should consult an Aptiva Therapy Manager or the Managing Partner regarding any questions not answered in the Guidebook. I have entered into my contracting relationship with Aptiva Therapy voluntarily and have expressly been given the opportunity to have any contract reviewed by my own legal counsel, and should I choose not to consult with counsel, do so knowingly and of my own volition.

I understand and agree that, other than the Managing Partner, no Partner, Manager, supervisor or representative of Aptiva Therapy has any authority to enter into any agreement for consulting services other than the standard Professional Services Agreement; only the Managing Partner of Aptiva Therapy has the authority to make any other such agreement and then only in writing signed by the Managing Partner of Aptiva Therapy.

This Guidebook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my contract with Aptiva Therapy LLC. By distributing this Guidebook, the company expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

Only the Managing Partner of Aptiva Therapy has the ability to adopt any revisions to the policies in this Guidebook.

I understand and agree that nothing in the Contractor Guidebook creates, or is intended to create, a promise or representation of employment. Furthermore, I acknowledge that this Guidebook is not a contract of employment.

I have received the Guidebook, and I understand that it is my responsibility to read and comply with the policies contained in this Guidebook and any revisions made to it.

Contractor's Signature

Contractor's Name (Print)

Date

RETURN to APTIVA THERAPY
TO BE PLACED IN CONTRACTOR'S FILE