THE WESTON GROUP, INC.
REHABILITATION SERVICES

MEDICARE POLICY AND
PROCEDURE MANUAL

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Rehabilitation Services
Policy/Procedure Review

MEDICARE POLICY AND PROCEDURE MANUAL

This is to verify that all policies contained within the Medicare Policy and Procedure Manual (which includes the Employee Manual and by reference the Patient Care Practices and Procedures Manual) are up-to-date and reflect the current practices of The Weston Group, Inc. By signing below, we hereby certify that we understand the policies and procedures contained in these Manuals.

Acting Administrator ____________________________ Date ____________________________

Alternate Acting Administrator ____________________________ Date ____________________________

Staff Member/Title ____________________________ Date ____________________________

Staff Member/Title ____________________________ Date ____________________________

Staff Member/Title ____________________________ Date ____________________________

Staff Member/Title ____________________________ Date ____________________________

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Staff Member/Title ____________________________ Date ____________________________
1. §485.707 Compliance with Federal, State, and local laws

   a. Licensure of Organization
   b. Licensure or Registration of Personnel
1. (a) Licensure of Organization
IMPORTANT

IN ADDITION TO PRECEDING FORMS PLEASE INSERT A COPY OF ANY CORPORATE LICENSE SPECIFIC TO THE FACILITY
1. (b) Licensure or Registration of Personnel are Posted

AN ENTIRE COPY OF THE PERSONNEL RECORDS ARE KEPT ON FILE IN THE CORPORATE OFFICE
LICENSURE OR REGISTRATION OF PERSONNEL

Policy:

The Weston Group will meet all state and local licensing requirements for the operation of a rehabilitation agency. A copy of a current, valid license(s) will be available for review.

Procedure

The corporate office will contact the appropriate state and local offices to ascertain licensing requirements and will take all steps to obtain license. All licenses where required, will be prominently displayed at the clinic. Copies will be maintained at the corporate office.
2. §485.709 Administrative Management

a. Governing Body

b. Administration

c. Personnel Policies

d. Patient Care Policies
2. (a) Governing Body
THE WESTON GROUP, INC

STANDARD BY-LAWS

The Board of Directors/Governing Body presently consists of Randall A. Weston, President. The Board of Directors/Governing Body hereby adopts these Standard By-Laws set forth:

The operations of the rehabilitation agency, conduct of the clinic, and for the compliance with the applicable laws and regulations. adopting by-laws, charter and policies which will be reviewed annually.

Fiscal management including overall plan review and budget, delegating functions and responsibility through line of authority, reviewing manual, policies and procedures annually.

Evaluating administrative management.

Reviewing clinical records and annual evaluation results, maintaining compliance with federal, state and local regulations, having annual meetings and keeping minutes.

Reviewing recommendations from all committees.
THE WESTON GROUP, INC.

PROFESSIONAL ADVISORY COMMITTEE

The Weston Group, Inc.'s Professional Advisory Committee will consist of: Randall A. Weston, Occupational Therapist, a Physical Therapist, a Speech Therapist, and a Physician; appointed by Randall A. Weston.

This advisory committee will support patient care practices and procedures. This advisory committee will meet semi-annually.
2. (b) Administrator

Enter Name:

Acting Administrator

Enter Name:
2  (c) Personnel Policies

REFER TO SECTION
1.  (b) LICENSURE OR REGISTRATION OF PERSONNEL
Employee Manual
Welcome to The Weston Group, Inc.

Dear Valued Team Member,

Welcome to The Weston Group, Inc. Rehabilitation Services (TWG)!

TWG, founded by Randall A. Weston, Occupational Therapist, was incorporated in 1992. The company has since grown from a handful of contracts in our home state of Pennsylvania to almost 200 adult day, assisted living, independent living, skilled nursing and free-standing outpatient clinics across 16 states. Contract services have also expanded into Home Health, Hospitals, Hospice Agencies and School systems.

We are pleased that you have chosen to join our family of Physical, Occupational, and Speech Therapists and Assistants; Administrative Assistants and Rehab Aides; Billing Specialists, Recruiters; Human Resource Generalists; Finance staff; and Executive and field management. This Employee Manual is intended to provide insight into our organization’s policies, procedures and benefits which have made us the company we are today and to answer such questions as:

- What is expected of me?
- How can I start off on the right foot and continue to be successful?

Our success is contingent on your success as we depend on you to provide quality and compassionate care and excellent customer service in an efficient manner. All staff members are charged with the responsibility of reading and understanding the contents of this Employee Manual.

Do not hesitate to contact your direct supervisor or a member of the Human Resources Department should you have any questions or concerns about what is contained within this document.

Once again, welcome to our family and best wishes for success as you begin your new venture with The Weston Group, Inc.!

Purpose of This Manual

This Manual has been prepared to inform you about The Weston Group, Inc.’s history, philosophy, employment practices, and policies, as well as the benefits provided to you as a valued employee and the conduct expected from you.

No employee manual can answer every question, nor would we want to restrict the normal question and answer interchange among us. It is in our person-to-person conversations that we can better know each other, express our views, and work together in a harmonious relationship.
We hope this Manual will help you feel comfortable with us. We depend on you – your success is our success. Please don't hesitate to ask questions. Your Regional Director of Operations will gladly answer them. We believe you will enjoy your work and your fellow employees here. We also believe you will find The Weston Group, Inc. a good place to work.

We ask that you read this Manual carefully and refer to it whenever questions arise. We also suggest that you take it home so your family can become familiar with The Weston Group, Inc. and our policies.

The Weston Group, Inc.’s policies, benefits and rules, as explained in this Manual, may be changed from time to time as business, employment legislation, and economic conditions dictate. If and when provisions are changed, The Weston Group, Inc. will make efforts to keep you informed through suitable lines of communication, including postings on the company bulletin boards, notices posted on the company payroll website and/or notices sent directly to you.
About The Weston Group, Inc.

THE WESTON GROUP, INC. is a premier provider of rehabilitation services throughout the United States. Quality patient care, excellent clinical resources, and a highly professional staff distinguish our services. THE WESTON GROUP, INC., values not only our patients, but also our staff. Our mission is to provide a full range of innovative therapeutic services to maximize patients’ ability to function independently, and improve their overall level of adjustment.

Since its inception in 1988, THE WESTON GROUP, INC. has developed into a premier provider of Physical Therapy, Occupational Therapy and Speech Therapy services. We provide rehabilitation and management services throughout the United States. THE WESTON GROUP, INC. is dedicated to providing a complete spectrum of therapeutic and management services to facilities and patients of acute care hospitals, long-term care, outpatient rehabilitation, personal care homes, adult day centers, school districts, and industrial medicine clinics. THE WESTON GROUP, INC. has made an effort to diversify its staff with a wide range of administrative personnel, enhancing its ability to provide the best possible management consortium to serve its clients.

Randall A. Weston, the President, has been involved in the rehabilitation health-care field since 1981 and has worked in virtually every facet of physical rehabilitative services. He obtained his Bachelor of Science from Eastern Michigan University, majoring in Occupational Therapy and specializes in the field of geriatric rehabilitation. He has held Staff and higher-level management positions with some of the major national rehabilitation companies. Mr. Weston is a member of the American Occupational Therapy Association (AOTA), Pennsylvania Occupational Therapy Association (POTA) and The Lehigh Valley Occupational Therapy Association (LVOTA).
Personnel Administration

The task of handling personnel records and related personnel administration functions at The Weston Group, Inc. has been assigned to the Human Resources Department. Questions regarding insurance and interpretation of policies may be directed to extension 23, 24, or 44 at either (610) 438-2020 or (800) 944-9782. All payroll questions should be directed first to your Regional Director of Operations, who will follow up with the Payroll Department.

Your Personnel File

Keeping your personnel file up-to-date can be important to you with regard to pay, deductions, benefits and other matters. If you have a change in any of the following items, you are required to notify your Regional Director of Operations and the Human Resources Department at the home office as soon as possible:

Changes made for the following items please complete a staff change form:
   1. Legal name
   2. Home address
   3. Home telephone number
   4. Cell phone number
   5. E-mail Address.

Changes made for the following items please complete an emergency information form:
   1. Person to call in case of emergency.

Changes made for the following items please complete a W-4 form:
   1. Number of dependents
   2. Marital status
   3. Exemptions.

Changes made for the following items needs to be submitted immediately once any changes have occurred to such items:
   1. Driving record or status of driver's license
   2. Auto insurance
   3. Professional License
   4. TB
   5. CPR
   6. Malpractice Insurance if applicable

Coverage or benefits that you and your family may receive under The Weston Group, Inc.’s benefits package could be negatively affected if the information in your personnel file is incorrect.

Since The Weston Group, Inc. refers to your personnel file when we need to make decisions in connection with promotions, transfers, layoffs and recalls, it's to your benefit to be sure your personnel file includes information about completion of educational or training courses, outside civic activities, and areas of interest and skills that may not be part of your current position here.

You hereby acknowledge and agree that The Weston Group, Inc. may release, disclose and/or share any and all information that it receives from you and/or otherwise obtains in connection with your employment to any individual or entity with whom The Weston Group, Inc. does business, including but not limited to facilities or other individuals or entities at which or for which The Weston Group, Inc. provides services, billing companies and third party payors. You hereby agree that you will provide any and all such information requested by The Weston Group, Inc. within two (2) business days of an oral or written request for such information by The Weston Group, Inc.

Employment Classifications
At the time you are hired, you are classified as either full-time, part-time, PRN (Pro Re Nata), Per Visit, or temporary and are also told whether you qualify for overtime pay. Unless otherwise specified, the benefits described in this Manual apply only to full-time employees. All other policies described in this Manual and communicated by The Weston Group apply to all employees, with the exception of certain wage, salary and time off limitations applying only to "non-exempt" (see the definition that follows) employees. If you are unsure of which job classification your position fits into, please ask your Regional Director of Operations.

**Full-Time Employees**

Employees who have successfully completed the Introductory Period (see the Employment Policies section for definition) of employment and who works at least thirty-two (32) hours per week or at least sixty-four (64) hours per pay period on a consistent basis is considered a full-time employee.

If you were a full-time employee and were laid off, you will be considered a full-time employee upon return to work, provided that you were not laid off for a period of longer than six (6) months.

Full-time employees of The Weston Group, Inc. may voluntarily elect to waive their entitlement to all of the benefits detailed herein that accompany full-time employment status (except as required otherwise by applicable law), generally in exchange for the receipt of additional compensation in lieu of the receipt of such full-time employee benefits.

**Part-Time (PT) Employees**

Employees who have successfully completed the Introductory Period (see the Employment Policies section for definition) of employment and who work between 12 and 31.75 hours a week or between 24 and 63.75 hours per pay period on a consistent schedule are considered to be part-time employees and are generally paid on a per hour basis (see exceptions immediately below).

**Per Visit (PV) Employees**

Per Visit employees are part-time employees who work on a per visit rate rather than a per hour rate.

**Pro Re Nata (PRN) Employees**

Pro Re Nata employees are part-time employees who are called to work on an as needed basis and not on a consistent schedule; the amount of hours worked varies from pay period to pay period but is less than 32 hours per week. PRN employees receive no guaranteed number of hours of service on behalf of The Weston Group, Inc.

**Automatic Changes to Employment Classification**

Employees must maintain their hours as part-time or full-time in accordance with the definitional classifications as stated above. If a variation in the number of hours that an employee works occurs which would classify such an employee in a different employment category (e.g., full-time to part-time or vice versa) during at least three (3) pay periods in any rolling four (4) week pay period cycle, the employment status classification of such an employee will automatically be revised to the appropriate employment status classification and a new employment agreement will be sent out to the employee for signature reflecting such a change in status. Please note that a change in pay rate may apply upon such an occurrence. If a full-time employee works less than 64 hours for 3 pay periods during a rolling 4 pay period cycle, they will automatically be moved to part-time employee status, a new employment agreement will be sent out for signature indicating such revised status, PTO will be paid out (if any), and COBRA information will be sent to the former full-time employee. Please note that a change in pay rate may apply upon such an occurrence. If a part-time employee works more than 63.75 hours for 3 pay periods during a rolling 4 pay period cycle, they will automatically be moved to full-time employee status and a new employment agreement will be sent for signature by the employee indicating such revised status. Please note that a change in pay rate may apply.
For Purposes of Example Only: Assume that a full-time employee works 25, 63.25, 69, and 60 hours a pay period consecutively during a rolling 4 pay period cycle. The third pay period that the employee worked less than the required number of hours for full-time status would automatically drop the employee to part-time status and a new employment agreement will be issued for signature by the employee indicating such revised status (from full-time employee status to part-time employee status), PTO will be paid (if any), and COBRA notification will be sent out.

"Non-Exempt" And "Exempt" Employees

At the time you are hired, all employees are classified as either "exempt" or "non-exempt." This is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of forty hours (40) per work week, regardless of their employment classification. These employees are referred to as "non-exempt" in this Manual. This means that they are not exempt from (and therefore should receive) overtime pay.

Note: See "Wage & Salary Policies" in this Manual for a full description of overtime payment policies.

Exempt employees are regional directors, executives, supervisors, clinical coordinators, program directors, directors of client relations, professional staff, technical staff, outside sales representatives, officers, directors, owners and others whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. If you are an exempt employee, you will be advised that you are in this classification at the time you are hired, transferred or promoted.

Employment Policies

Whether you are a new hire or a former employee returning to The Weston Group, Inc., you may feel a little strange in your new surroundings. This is a normal feeling and is expected. Your fellow employees, especially your Regional Director of Operations, want to help you get off to a good start. Feel free to ask them for help concerning anything you don't understand.

One of the first things you should do is carefully read this Manual. It is designed to answer many of your questions about the practices and policies of The Weston Group, Inc., what you can expect from The Weston Group, Inc., and what The Weston Group, Inc. expects from you. Please also note that The Weston Group, Inc. has and will continue to produce and publish separate policies on topics that may or may not be covered in this Employee Manual and that may or may not provide more specific details on the topics described in such policies (e.g., Drug and Alcohol Free Workplace Policy); you will be expected to comply with all existing and future policies and procedures of The Weston Group, Inc. (as they may be amended from time-to-time) in addition to the terms of the policies set forth in this Employee Manual.

Acceptance of Gifts

All employees of the Weston Group, Inc. are subject to rules regarding the acceptance of gifts from outside sources, that is, from individuals who are not employees of The Weston Group, Inc. A gift includes any gratuity, favor, discount, entertainment, hospitality, loan, forbearance, remuneration, or other item having monetary value, including but not limited to travel (whether provided in kind or through payment or reimbursement), gift certificates and event tickets. All employees of The Weston Group, Inc. may not solicit, induce or coerce the offering of a gift; accept a gift in exchange for services rendered by The Weston Group, Inc. or any of its employees, agents or contractors; solicit, induce or accept a gift in violation of any state or federal law, rule or regulation. An employee of The Weston Group, Inc. may accept unsolicited non-cash gifts having an aggregate market value of $20 or less from a single source per calendar year. This exception does not allow a staff member to accept cash. Failure to comply with The Weston Group, Inc.'s policy on acceptance of gifts is grounds for immediate termination.

Anniversary Date

The hire date is your "official" anniversary date. Your anniversary date is used to compute various conditions and benefits described in this Manual.
PTO Anniversary Date

The day you start full-time employment is your PTO Anniversary Date.

At Will Employment

All employment by The Weston Group is at will and unless otherwise the subject of a written agreement between The Weston Group and a particular employee or as otherwise required by state law, either party shall have the right to terminate the employment relationship at any time by giving the other party written notice of such termination. To resign in good standing, an employee of The Weston Group must provide to The Weston Group at least thirty (30) days prior written notice in advance of the effective date of such termination, unless otherwise specified in a written agreement between The Weston Group and the employee.

Unless otherwise provided in a written employment agreement between The Weston Group, Inc. and you or by state law, The Weston Group, Inc. may terminate your employment at any time for any reason or no reason, with or without cause, immediately by providing to you written notice of the immediate termination of his or her employment.

Bonding Requirement

Under certain circumstances, The Weston Group, Inc. may require that you be bonded. It is your responsibility to assure that you are bondable. The Weston Group, Inc. will pay the cost of bonding. Should you fail to maintain these qualifications, you will be subject to transfer to another position, if available, or immediate dismissal.

Business Hours

Our home office hours are 8 A.M. to 4:30 P.M. Eastern Standard Time, Monday through Friday.

Your particular hours of work and the scheduling of your lunch period will be determined and assigned by your Regional Director of Operations or department head. If your caseload becomes reduced (e.g., lack of patients), your schedule will be adjusted by your Regional Director of Operations. Similarly, if there are no patients to be seen, you are to leave and note only the actual time worked on your time log. Should you need to establish a flexible schedule, please discuss this matter with your Regional Director of Operations.

Confidential Information

Our customers entrust The Weston Group, Inc. with important information relating to their businesses. The nature of this relationship requires maintenance of confidentiality. In safeguarding the information received, The Weston Group, Inc. earns the respect and further trust of our customers and suppliers.

You shall keep confidential and not disclose to others, during the term of your employment with The Weston Group, Inc. and at any time thereafter, any confidential or proprietary information, financial information, patient information, information related to the individuals that provide services for or on behalf of The Weston Group, Inc. that is provided to you in connection with your employment, and/or any and all other information in whatever form or media (including but not limited to documents, corporate records, financial data, etc.), whether oral or written, furnished to you in the course of your employment that is not otherwise known by or available to the public. This obligation shall survive termination of your employment for any reason. You will not take or retain, without prior written authorization of The Weston Group, Inc., any confidential information of The Weston Group, Inc., or its customers or any copies thereof. You will not take from any location at which you provide services for The Weston Group, Inc. any information related to any patient or patients treated by The Weston Group, Inc., including but not limited to patient charts, files, billing logs and/or any other information related to the patient and/or The Weston Group, Inc.’s billing for services rendered to such patient.
Any violation of confidentiality seriously injures The Weston Group’s reputation and effectiveness and may be a violation of applicable federal and/or state law. Therefore, please do not discuss The Weston Group, Inc.’s business with anyone who does not work for us, and never discuss business transactions with anyone who does not have a direct association with the transaction. Even casual remarks can be misinterpreted and repeated, so develop the personal discipline necessary to maintain confidentiality.

If you are questioned by someone outside of The Weston Group, Inc. or your department and you are concerned about the appropriateness of giving them certain information, remember that you may not be required to answer and that we would prefer that you refer the request to your Regional Director of Operations or to the home office.

No one is permitted to remove or make copies of any of The Weston Group, Inc. reports or documents without prior management approval.

Because of its seriousness, disclosure of confidential information could lead to immediate dismissal.

**Customer Relations**

The success of The Weston Group, Inc. depends upon the quality of the relationships between The Weston Group, Inc., our employees, our patients, our facilities and the general public. Our customers’ impression of The Weston Group, Inc. and their interest and willingness to utilize our services is greatly formed by the people who serve them. In a sense, regardless of your position, you are The Weston Group, Inc.’s ambassador. The more goodwill you promote, the more our customers will respect and appreciate you, The Weston Group, Inc. and The Weston Group, Inc.’s services.

Here are several things you can do to help give customers a good impression of The Weston Group, Inc.

1. Act competently and deal with patients and facility personnel in a courteous and respectful manner.
2. Communicate pleasantly and respectfully with other employees at all times.
3. Follow up on orders and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner.
4. Take great pride in your work and enjoy doing your very best.

These are the building blocks for your and The Weston Group, Inc.’s continued success. Thank you for adding your support.

**Driver’s License & Auto Insurance**

Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license and updated auto insurance acceptable to our insurer. Failure to maintain a current driver's license and auto insurance may result in disciplinary action, including possible dismissal.

**Equal Employment Opportunity**

The Weston Group, Inc. provides equal employment opportunity for everyone regardless of age, sex, color, race, creed, national origin, religious persuasion, marital status, political beliefs, disability that does not prohibit performance of essential job functions or any other protected status. In addition, laws regarding veterans’ status are observed. This is reflected in all of The Weston Group, Inc.’s practices and policies regarding hiring, training, promotions, transfers, rates of pay, layoff, and other forms of compensation. All matters relating to employment are based upon ability to perform the job, as well as dependability and reliability once hired.

**Former Employees**
Depending on the circumstances, The Weston Group, Inc. may consider a former employee for re-employment. Such applicants are subject to The Weston Group, Inc.’s usual pre-employment procedures. To be considered, an applicant must have been in good standing at the time of his/her previous termination of employment with The Weston Group, Inc. and must have provided at least thirty (30) days advance written notice of his/her intention to terminate his/her employment with The Weston Group, Inc.

**Harassment – Policy On Sexual Discrimination**

As part of The Weston Group's continuing equal opportunity employment efforts and pursuant to the guidelines on sex discrimination issued by the Equal Employment Opportunity Commission, the Company fully supports and adheres to legislation to protect and safeguard the rights and opportunities of all people to seek, obtain and hold employment without subjugation to sexual harassment or discrimination of any kind in the workplace. It is the policy of The Weston Group, Inc. to provide an environment free of sexual harassment.

Sexual harassment is a violation of Title VII of the Civil Rights Act of 1964, and it is against the policies of the Company for any employee, male or female, to sexually harass another employee by

(a) making unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature a condition of an employee's employment; or

(b) making submission to or rejection of such conduct the basis for employment decisions affecting the employee; or

(c) creating an intimidating, hostile or offensive working environment by such conduct.

Sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature. It refers to a behavior that is not welcome, that is personally offensive, that fails to respect the rights of others, that lowers morale and that, therefore, interferes with our work effectiveness. Sexual harassment may take different forms. One specific form is the demand for sexual favors. Other forms of sexual harassment include:

**Verbal** – Sexual innuendos, suggestive comments, jokes of sexual nature, sexual propositions, threats.

**Non-verbal** – Sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling, obscene gestures.

**Physical** – Unwanted physical contact, including touching, pinching, brushing the body, coerced sexual intercourse, assault.

Sexual harassment may be overt or subtle. Some behavior, which is appropriate in a social setting, may not be appropriate in the workplace. Regardless of the form it takes (verbal, non-verbal or physical), sexual harassment can be insulting and demeaning to the recipient and cannot be tolerated in the workplace. Sexual harassment by any employee, any Regional Directors of Operations, any higher level management and non-supervisors alike, will not be tolerated. All employees, any Regional Directors of Operations and higher level management and non-supervisors alike, will be expected to comply with this policy and take appropriate measures to ensure that such conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this policy against sexual harassment. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination.

**Sexual Harassment Complaint Procedure**

1. Any employee who believes he or she has been the subject of sexual harassment should report the alleged act immediately to the corporate compliance hotline at 800-944-9782 ext. 45.

2. All complaints will be handled in a timely and confidential manner. In no event will information concerning a complaint be released by the Company to third parties or to anyone within the Company who is not involved with the
investigation unless required to do so by law. Nor will anyone involved be permitted to discuss the subject outside the investigation.

3. Investigation of a complaint will normally include conferring with the parties involved and any name or apparent witnesses. All employees shall be protected from coercion, intimidation, retaliation, interference or discrimination for filing a complaint or assisting in an investigation.

4. If the investigation reveals that the complaint is valid, prompt attention and disciplinary action up to possible immediate termination will be designed to stop the harassment immediately and to prevent its recurrence will be taken.

The Weston Group, Inc. recognizes that the question of whether or not a particular action or incident is a purely personal, social relationship without a discriminatory employment effect requires a factual determination based on all facts in the matter. Given the nature of this type of discrimination, The Weston Group, Inc. also recognizes that false accusations of sexual harassment can have serious effects on innocent individuals and may be reason for discipline up to possible immediate termination. We trust that all employees will continue to act responsibly to establish and maintain a pleasant working environment, free of discrimination, for all. The Weston Group, Inc. encourages any employee to raise questions he or she may have regarding discrimination or affirmative action with the Vice President of Operations or the Director of Human Resources.

**Introductory Period**

Your first three (3) months of employment at The Weston Group, Inc. are considered an Introductory Period, and during that period you will not receive benefits described in this Manual unless otherwise required by law. This Introductory Period will be a time for getting to know your fellow employees, your Regional Director of Operations and the tasks involved in your job position, as well as becoming familiar with The Weston Group, Inc. products and services. Your Regional Director of Operations will work closely with you to help you understand the needs and processes of your job.

At the end of the Introductory Period, your Regional Director of Operations will discuss your job performance with you. During the course of the discussion, you are encouraged to give your comments and ideas as well. Please refer to the section on performance reviews in this Employee Manual for more information.

Please understand that completion of the Introductory Period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for "cause." Unless otherwise provided in a written employment agreement between The Weston Group, Inc. and you or by state law, The Weston Group, Inc. may terminate your employment at any time for any reason or no reason, with or without cause, immediately by providing to you written notice of the immediate termination of his or her employment.

A former employee who has been rehired after a separation from The Weston Group, Inc. of more than six (6) months is considered an introductory employee during his/her first three (3) months following rehire.

**Job Descriptions**

We maintain a job description for each position in The Weston Group, Inc. When your duties and responsibilities are changed, your job description will be updated. If you wish to see your job description, please ask your Regional Director of Operations or contact the Human Resource Department.

**Knowledge of The Weston Group, Inc.**

After having learned to competently perform your own duties, your next step is to familiarize yourself with other The Weston Group, Inc. activities. This can prove valuable to you, our customers and The Weston Group, Inc. as well. The Weston Group, Inc. may provide additional "cross-training."

Knowledge of the services will help you avoid the "I don't know" syndrome. Our customers' confidence in you increases, as you are able to answer their basic questions. However, please don't pretend you know the answer or try to guess the answer
when you are uncertain. If you are unsure of the correct information, refer the inquiry to your Regional Director of Operations, or to a person more qualified to respond.

**Non-Compete Agreement**

Certain new employees, such as therapists, field staff, corporate staff, management, outside/field salespeople and others, may be required to sign a non-competition agreement (which may or may not be part of an overall employment agreement) prepared by our attorneys as a condition of employment.

**Non-Disclosure Statement**

You agree that all information related to the terms of your employment by The Weston Group, Inc. is considered confidential. Disclosing salary, benefits information and any and all information regarding your personal employment to anyone other than your spouse or a Management or Human Resource representative of The Weston Group, Inc. is forbidden. Disclosure of employment information with anyone will be grounds for immediate dismissal.

**Outside Employment**

What you do on your free time is your own business. However, if you are employed by The Weston Group, Inc. in a full-time position, The Weston Group, Inc. will expect that your position here is your primary employment. Any outside activity must not interfere with your ability to properly perform your job duties at The Weston Group, Inc.

If you are considering taking on a second job, it would be wise to notify your Regional Director of Operations immediately. He or she will thoroughly discuss this opportunity with you to make sure that it will not interfere with your job at The Weston Group, Inc. nor pose a conflict of interest.

Of course, the foregoing provisions are subject to any non-competition provisions that may be applicable to you if you are required to sign a non-competition agreement (whether or not it is part of your overall employment agreement).

**Security Checks**

The Weston Group, Inc. will exercise its right to inspect all packages and parcels entering and leaving our premises.

**Substance Abuse Policy**

The Weston Group, Inc. is committed to protecting the safety, health and well-being of its employees and clients and recognizes that abuse of alcohol and other drugs compromises this dedication. The legal use of over-the-counter or prescribed drugs is permitted on the job only if it does not impair an employee’s ability to perform the essential functions of his/her job in a safe and effective manner. The use, possession, transfer or sale of illegal drugs or controlled substances by employees is strictly prohibited. The Weston Group, Inc. has implemented a Drug and Alcohol Free Workplace Policy with which all its employees are required to comply and which includes provisions related to drug testing upon a reasonable suspicion that an employee may be under the influence of a substance. Violation of this policy shall result in the immediate termination of the employee(s) involved.

**Treatment of Family Members**

Employees of The Weston Group, Inc. are not permitted to directly provide treatment services to any family members while employed by The Weston Group, Inc. “Family members” include spouses; birth or adoptive children, parents or siblings; stepparents, stepchildren, stepbrothers or stepsisters; fathers-in-law, mothers-in-law, sons-in-law, daughters-in-law, brothers-in-law and sisters-in-law; grandparents or grandchildren; and spouses of a grandparent or grandchild.
Automobile Safety Policy

Employees are not permitted to use cellular phones or other hand-held devices, pagers, digital assistants, laptops, etc. while operating a vehicle. Employees may use such devices only if their vehicle is off the road and parked. Employees may use "hands-free" devices in limited situations but not for prolonged conversation. Cellular phones may be used while driving only to report an accident, car trouble, or if there is imminent danger.

Computer/Internet Policy

Computers, computer files, equipment, software and technology provided to access and utilize email, area networks, Weston Group files, and the Internet are intended for business use only and remain the property of The Weston Group, Inc. at all times. Unauthorized use, installation, copying, distributing or destroying this material is strictly prohibited. All data composed, transmitted or received via the company’s communication systems are included as part of the official record of the company. The Weston Group reserves the right to monitor usage, retrieve, and to read any data at any time without advance notice to ensure compliance with this policy. Do not assume that any electronically stored information is private or inaccessible by others. Employees are not permitted to use any electronic devices in an illegal, illicit or offensive manner and are not permitted to download pornographic or other offensive materials from the Internet. Unauthorized destruction of any files will result in immediate termination and/or legal ramifications.

As a business communication tool, users are obligated to use email in a responsible, effective, and lawful manner. In recognizing the importance of proper email etiquette, guidelines have been established to convey a professional image and deliver good customer service. The Weston Group, Inc. reserves the right to monitor usage, retrieve, and to read any data at any time without advance notice to ensure compliance with this policy. Do not assume that any electronically stored information is private or inaccessible by others. Management of The Weston Group, Inc. does have access to their employees' Weston Group email accounts. Please see the Company Email Usage Policy and Procedures for further detail.

We Need Your Ideas

Ask any of our employees who have worked with us for a long time and they will probably tell you of the many changes and improvements that have come about in their departments since they first joined us. We believe the person doing a job is in the best position to think of ways of doing it more easily, more efficiently, and more effectively. If you think of a better way of doing your job or the job of a fellow employee, discuss it with your Regional Director of Operations, who will welcome your suggestions and ideas.

Remember, there may be areas in The Weston Group, Inc.’s operation that can be improved. These could be in service, production methods, equipment, communications, safety, ways to reduce costs, losses, and/or waste, or other improvements you may see a need for. Please give us the benefit of your unique experience and thoughts. Also, make sure to document your innovations and money-saving efforts and have them placed in your personnel file (include dates, detailed descriptions of your contributions, estimates from the accounting department regarding cost savings or profits generated, etc.) – these may favorably affect your wage, salary or promotion reviews.

Standards of Conduct

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively, and harmoniously. Some people have problems with "rules" and "authority figures," and past experience may have justified these thoughts and feelings; however, at The Weston Group, Inc., we hold ourselves to a high standard of quality where the rules and authority figures simply assure that quality is maintained.

By accepting employment with us, you have a responsibility to The Weston Group, Inc. and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, then our organization will be a better place to work for everyone.
Employees are not permitted to have spouses, family members, friends, etc. communicate with other Weston Group personnel on the employee’s behalf. As an employee, you are responsible for direct communication with your fellow employees, Regional Directors of Operations and the Corporate Office staff.

Unacceptable Activities

Generally speaking, The Weston Group, Inc. expects each person to act in a mature and responsible way at all times. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted below. Your avoidance of these activities will be to your benefit as well as the benefit of The Weston Group, Inc. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed, please see your Regional Director of Operations for an explanation.

Occurrences of any of the following violations, because of their seriousness, may result in immediate dismissal without warning:

1. Willful violation of any company rule or any deliberate action that is extreme in nature and is obviously detrimental to The Weston Group, Inc.’s efforts to operate profitably.

2. Willful violation of security or safety rules or failure to observe safety rules or The Weston Group, Inc. safety practices; failure to wear required safety equipment; or tampering with The Weston Group, Inc. equipment or safety equipment.

3. Negligence or any careless action which endangers the life or safety of another person.

4. Being intoxicated or under the influence of controlled substance drugs while at work; use of alcohol during hours of service for The Weston Group, Inc.; or use or possession or sale of controlled substance drugs in any quantity while on company premises except medications prescribed by a physician which do not impair work performance.

5. Unauthorized possession of dangerous or illegal firearms, weapons or explosives on company property or while on duty at any place of service.

6. Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on company premises, while on duty at any place of service or when representing The Weston Group, Inc.; fighting, or horseplay or provoking a fight on company property; or negligent damage of property.

7. Insufficient or refusing to obey instructions properly issued by your Regional Director of Operations pertaining to your work; or refusal to help out on a special assignment.

8. Threatening, intimidating or coercing fellow employees, patients, residents or family members on or off the premises – at any time, for any purpose. Threats, whether real or fabricated will be considered an immediate emergency and will result in immediate dismissal of the employee. Threats made by an employee’s family member and/or friend on the employee’s behalf will be ground for the employee’s immediate dismissal. Harassment, physical and/or verbal will not be tolerated.

9. Engaging in an act of sabotage; or willfully or with gross negligence causing the destruction or damage of company property, or the property of fellow employees, customers, suppliers, or visitors in any manner.

10. Theft of The Weston Group, Inc.’s property, the property of fellow employees or the property of patients or customers of The Weston Group, Inc.; unauthorized possession or removal of any company, patient or customer property, including documents, from the premises without prior permission from management; unauthorized use of equipment or property of The Weston Group, Inc. or any patient or customer for personal reasons; or using equipment or property of The Weston Group, Inc. or any patient or customer for profit.
11. Dishonesty; willful falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying reason for a leave of absence or other data requested by The Weston Group, Inc.; or alteration of The Weston Group, Inc.’s records or other company documents.

12. Violating the non-disclosure provisions of this Manual or any agreement that you may have with The Weston Group, Inc.; giving confidential or proprietary The Weston Group, Inc. information to anyone, including but not limited to competitors or other organizations or to unauthorized Weston Group employees; working for a competing business while a Weston Group employee; breach of confidentiality of personnel information; or taking from any location at which you provide services for The Weston Group, Inc. any information related to any patient or patients treated by The Weston Group, Inc., including but not limited to patient charts, files, billing logs and/or any other information related to the patient and/or The Weston Group, Inc.’s billing for services rendered to such patient.

13. Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; or willfully restricting work output or encouraging others to do the same.

14. Negligent, reckless or intentional actions or omissions resulting in billing or coding errors connected with services rendered to patients of The Weston Group, Inc.

15. Immoral conduct or indecency on company property.

16. Conducting a lottery or gambling on company premises.

Occurrences of any of the following activities, as well as violations of any rules or policies of The Weston Group, Inc., may be subject to disciplinary action, including possible immediate dismissal. This list is not all-inclusive and, notwithstanding this list, all employees remain employed “at will” unless otherwise specified in a written employment agreement between the employee and The Weston Group, Inc. or by state law.

* Unsatisfactory or careless work; failure to meet production or quality standards as explained to you by your Regional Director of Operations; or mistakes due to carelessness or failure to get necessary instructions.

* Any act of harassment, sexual, racial or otherwise; telling sexist or racial-type jokes; or making racial or ethnic slurs.

* Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of your Regional Director of Operations; or stopping work before time specified for such purposes.

* Sleeping on the job; loitering or loafing during working hours.

* Excessive use of company telephone and/or personal cellular phones/pagers for personal calls during work hours. Employees must ensure personal ringers are silenced prior to the start of the work day. Please utilize your breaks and/or lunch periods for personal business. Employees may give family, friends, etc. the facility phone number for contact during emergencies.

* Leaving your workstation during your work hours without the permission of your Regional Director of Operations, except to use the restroom.

* Smoking in restricted areas or at non-designated times, as specified by department rules.

* Creating or contributing to unsanitary conditions.
* Posting, removing or altering notices on any bulletin board on company property without permission of an officer of The Weston Group, Inc.

* Failure to report an absence or late arrival; excessive absence or lateness.

* Buying merchandise of The Weston Group, Inc. for resale.

* Obscene or abusive language toward any Regional Director of Operations, employee or customer; indifference or rudeness towards a customer or fellow employee; or any disorderly/antagonistic conduct on The Weston Group, Inc.’s premises or any place of service of The Weston Group, Inc.

* Failure to immediately report damage to, or an accident involving equipment of The Weston Group, Inc.

* Failure to maintain a neat and clean appearance in terms of the standards established by your Regional Director of Operations; any departure from accepted conventional modes of dress or personal grooming; wearing improper or unsafe clothing; displaying offensive, graphic or hostile tattoos and/or body-piercing; excessive use of jewelry; or wearing large, dangling or protruding earrings or any other jewelry which could hamper safe performance of your job duties or could put others at risk for harm.

* Eating food and beverages in undesignated areas or at your work station.

* Failure to keep accurate account of your hours by approved use of the payroll website noted in the following section or on a Weston Group time log submitted each pay cycle to your Regional Director of Operations: alteration, misrepresentation or falsification of your actual hours worked and/or actual services performed; or entering or altering another employee’s time record, or causing someone to alter your time log or records.

* Failure to cooperate in mandated investigations.

* Failure to immediately contact your Regional Director of Operations and the Weston Group, Inc. Corporate Office (i.e., Vice President of Operations or President) upon notification of any investigation/audit. This notification to your Regional Director of Operations and the Weston Group, Inc. Corporate Office MUST BE made prior to speaking on behalf of The Weston Group, Inc. to any individual.

* Failure to provide a current copy of your Professional License prior to commencement of employment or immediately after renewal of such License and/or failure to notify both the Regional Director of Operations and The Weston Group, Inc.’s Human Resources Department of any action being taken in connection with your professional license, including but not limited to the temporary or permanent loss, termination, suspension or restriction of your license or being placed on probation in connection with your license.

Disciplinary Actions

**PURPOSE:** To ensure written documentation is on file for any verbal and/or written warnings or disciplinary actions taken pertaining to an employee.

**PROCEDURE:** As noted above and below, The Weston Group, Inc. may terminate your employment immediately without warning or notice for reasons that include but are not limited to the occurrence of any of the unacceptable activities described above. Unacceptable behavior which does not lead to immediate dismissal may be dealt with in the following manner:

Verbal Warning
First Written Warning
Second Written Warning
Third Written Warning
Dismissal

All warnings, both verbal and written must be documented on the Employee Disciplinary Action Form and signed by both the employee and the Regional Director of Operations. If the employee refuses to sign the form, it will be signed by the Regional Director of Operations alone, who will note on the form that the employee refused to sign it. The form is then forwarded to the Human Resource Department for placement in the personnel file.

Written warnings will include the reasons for the Regional Director of Operation's dissatisfaction and any supporting evidence. Where a written warning is given, you will have an opportunity to defend your actions and rebut the opinion of your Regional Director of Operations at the time the written warning is issued; any written materials produced by you will be added to your personnel file in conjunction with the written warning but will not necessarily cause the Regional Director of Operations to alter or retract the warning. Disciplinary actions may also include fines, suspensions or other measures deemed appropriate by The Weston Group, Inc. to the circumstances.

Wage & Salary Policies

The Weston Group, Inc. has developed policies designed to make its wages and salaries comparable to those of other employees with similar jobs in our industry. Our wage and salary policy is designed to attract and retain the best-qualified people available.

To carry out this policy, we periodically compare our wage and salary policy with community rates for similar positions using appropriate published information from sources like statewide business organizations, local chambers of commerce, state and national organizations, various management reports, and various local, state and federal agencies.

You are employed by The Weston Group, Inc. and will be carried directly on our payroll. No person may be paid directly out of petty cash or any other such fund for work performed. The only exception to this policy is where a contract relationship exists with a bona fide independent contractor.

Deductions from Paycheck (Mandatory)

The Weston Group, Inc. is required by law to make certain deductions from your paycheck each time one is prepared. Among these are your federal, state and local income taxes and your contribution to Social Security as required by law. These deductions will be itemized on your check stub. The amount of the deductions may depend on your earnings and on the information you furnish on your W-4 form regarding the number of dependents/exemptions you claim. Any change in name, address, telephone number, marital status or number of exemptions must be reported to your Regional Director of Operations and the Human Resource Department immediately, to ensure proper credit for tax purposes. The W-2 form you receive for each year indicates precisely how much of your earnings were deducted for these purposes.

Any other mandatory deductions to be made from your paycheck, such as court-ordered attachments, will be explained whenever The Weston Group, Inc. is ordered to make such deductions.

Repayment of Company Loan / Payroll Advance

Funds you owe to The Weston Group, Inc. may be deducted from current wages according to the terms and conditions agreed upon at the time of an advance or loan made to you by The Weston Group, Inc. The Weston Group, Inc. is under no obligation
to make any such advances or loans, and there is no guarantee to any employee that such an advance or loan will be provided upon request.

**Docking from Wages**

The wages of any "non-exempt" employee who is tardy for work will be "docked" for the time not worked. Three incidents of lateness during a 90-day period will be considered a "tardiness pattern" and will result in disciplinary action in addition to the "docking" of pay. A record of all lateness and absenteeism is maintained in your personnel file.

**Note:** See "Excessive Absenteeism or Lateness" under "Work Schedule" later on in this section for further information.

**Error In Pay**

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, contact your Regional Director of Operations immediately. Your Regional Director of Operations will take the necessary steps to contact the Payroll Department and research the problem and to assure that any necessary correction is made properly and promptly.

If, for any reason, an overpayment is made on your paycheck, the amount owed to The Weston Group, Inc. will be deducted from your next paycheck as permitted by state law, if applicable, or other arrangements might be made to refund the error.

**Overtime Pay**

This policy applies to "non-exempt" employees only (as discussed above).

From time to time, it may be necessary for you to perform overtime work in order to complete a job on time. All overtime must be approved in advance by the level of your Regional Director of Operations or a higher level of management of The Weston Group, Inc. When it is necessary to work overtime, you are expected to cooperate as a condition of your employment. There are two types of overtime work:

1. **Scheduled Overtime:** Scheduled overtime work is announced in advance and generally will involve an entire department or operation. This type of overtime becomes part of the required workweek of the people who are members of the department or operation. If you need to be excused from performing scheduled overtime, speak with your Regional Director of Operations or a higher level of The Weston Group, Inc. management. He or she will consider your situation and the requirements of the department or operation in deciding whether you may be excused from performing the scheduled overtime.

2. **Incidental Overtime:** Incidental overtime isn't scheduled; it becomes necessary in response to extenuating circumstances. It is extra time needed to complete work normally completed during regular hours. With the approval of your Regional Director of Operations or a higher level of management of The Weston Group, Inc., incidental overtime may become necessary when an illness or emergency keeps co-workers from being at work as anticipated. It may require you to return to the workplace for emergency work. The opportunity to perform incidental overtime will be given first to the employee who normally performs the task. If that employee cannot perform the overtime, the Regional Director of Operations will offer the overtime to a suitably qualified person who is available to perform the overtime work.

If you are a "non-exempt" employee and you perform overtime work, you will be paid one and one-half (1-1/2) times your regular hourly wage for any time over forty (40) hours in a workweek unless state law requires a greater payment to you. If, during that payroll cycle, you were away from the job because of a job-related injury or jury duty taken in single-day increments, in these two instances the hours not worked will be counted as hours worked for the purpose of computing eligibility for overtime pay. If, during that payroll cycle, you were away from the job because of taking PTO, these hours will not be used in computing eligibility for overtime pay.
**Pay Period & Hours**

Our two-week payroll cycle begins on a Thursday and ends Wednesday at the end of the workday. For overtime calculations of a non-exempt employee, a workweek is Thursday thru Wednesday.

**Payroll Cycle**

Payday is normally on every other Friday for services performed for the two (2) week period ending on Wednesday of the previous week.

Changes to the payroll cycle will be announced in advance.

**Paycheck Distribution & Cashing Procedures**

Paychecks will be mailed to your home address or the funds can be deposited directly into your checking or savings account. Please see the Direct Deposit Policy for more detail.

**Termination and Termination Pay**

As noted above, The Weston Group, Inc. expects that you will give at least thirty (30) days prior written notice in the event you intend to leave our employ (unless greater notice is required under the terms of your respective employment agreement with The Weston Group, Inc., if any). After completing ninety (90) days of service at The Weston Group, Inc., any accrued but unused PTO time will be paid in increments of no more than eighty (80) hours in one payroll cycle until the PTO has been exhausted, starting with the payroll cycle after your termination and once your employee file has been closed, subject at all times to the following exceptions and any other exceptions that are set forth in this Manual:

- In the event that you do not give thirty (30) days written notice prior to your intent to terminate employment with The Weston Group, Inc., such a failure shall result in the forfeiture of any PTO benefits.
- In the event that The Weston Group, Inc. terminates your employment as a result of your performance of any of the “Unacceptable Activities” set forth above or for other cause as set forth in this Manual or your specific employment agreement with The Weston Group, Inc., you will forfeit any accrued but unused PTO benefits in existence on the date of your termination.
- In the event that The Weston Group, Inc. provides you with written notice in advance of your termination date and you thereafter terminate your employment hereunder prior to the date set forth in such written notice from The Weston Group, Inc., you will forfeit any accrued but unused PTO benefits in existence on the date of your termination.
- In the event that you fail to return from an approved personal leave of absence (as defined below in the Manual), you will forfeit any accrued but unused PTO benefits in existence on the date of your termination.

Unless otherwise provided in a written employment agreement between The Weston Group, Inc. and you or by applicable state or federal law, The Weston Group, Inc. may terminate your employment at any time for any reason or no reason, with or without cause, immediately by providing to you written notice of the immediate termination of his or her employment.

**Company Property Policy**

Employees are responsible for all property, materials and/or written information of The Weston Group, Inc. issued to them or in their possession or control. Employees must immediately return all property of The Weston Group, Inc. upon request or upon termination of employment. Where permitted by law, The Weston Group, Inc. may withhold from the employee’s pay checks or final pay checks the comparable cost of any items not returned or returned in damaged condition.

**Performance & Appraisals**
**Performance Appraisals**

Your Regional Director of Operations is continuously evaluating your job performance. Day-to-day interaction between you and your Regional Director of Operations should give you a sense of how your Regional Director of Operations perceives your performance.

Performance **appraisals** will be conducted as follows:

- **Full-Time Employee New Hires** – Performance appraisals will be conducted on or about the Full-Time Employee’s 90th day of employment.

- **Full Time Employees** – Performance appraisals will be conducted on or about each Full-Time Employee’s anniversary date.

- **Part Time/PRN/Per Visit New Hires** – Performance appraisals will be conducted for such employees on or about their 90th day of employment based on if they work 384 plus hours within their 1st 90 days of employment.

- **Part Time/PRN/Per Visit Employees** - Performance appraisals will be conducted for such employees on or about their employment anniversary date based on if they work 1664 plus hours within their anniversary year or at their 2 year anniversary mark, whichever is sooner. The same will be in effect going forward for the next 2 anniversary years and thereafter.

Employees may be reviewed more frequently than the foregoing schedules if circumstances warrant it. A review may also be conducted in the event of a promotion or change in duties and responsibilities. An employee may be asked to do a self-performance appraisal prior to his or her actual performance review in order to discuss strengths, weaknesses, and goals that both parties may have.

The primary reason for performance appraisal is to identify your strengths and weaknesses in order to reinforce your good habits and develop ways to improve in your weaker areas. This review also serves to make you aware of and to document how your job performance compares to the goals and description of your job. This is a good time to discuss your interests and future goals. Your Regional Director of Operations is interested in helping you to progress and grow in order to achieve personal as well as work-related goals -- perhaps he or she can recommend further training or additional opportunities for you.

In addition to individual job performance appraisals, The Weston Group, Inc. periodically conducts a review of job descriptions to insure that we are fully aware of any changes in the duties and responsibilities of each position, and that such changes are recognized and adequately compensated (where applicable).

Performance Appraisal forms can be found on The Weston Group, Inc. payroll website under “TWG Forms” and the Human Resources link. Please visit this site often as the forms may be subject to change.

A copy of the executed Performance Appraisal should be given to the employee in question, with an additional copy being forwarded to the Human Resource Department for placement in the employee’s personnel file.

**Compensation Reviews**

Wage and salary increases are based on merit alone, not length-of-service or the cost-of-living. Having your job performance and compensation reviewed does not necessarily mean that you will be given an increase.

Any wage or salary increases must be approved by several levels of The Weston Group, Inc. management and will appear in the pay period ending after the dates they are granted in final.
Work Schedule

The normal workweek consists of seven (7) days, Thursday through Wednesday. Your schedule of daily work hours will be given to you by your Regional Director of Operations. You will be notified promptly whenever a change is necessary. Should you have any questions concerning your work schedule, please ask your Regional Director of Operations.

Absence or Lateness

From time to time, it may be necessary for you to be absent from work. The Weston Group, Inc. is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside your work hours may arise. PTO time has been provided for this purpose.

If you are unable to report to work, or if you will arrive late, please contact your Regional Director of Operations immediately. Give him or her as much time as possible to arrange for someone else to cover your position until you arrive. If you know in advance that you will need to be absent, you are required to request this time off directly from your Regional Director of Operations. He or she will determine when will be the most suitable time for you to be absent from your work.

When you call in to inform The Weston Group, Inc. of an unexpected absence or late arrival, ask for your Regional Director of Operations directly. For late arrivals, please indicate when you expect to arrive for work. Notifying the receptionist or a fellow-employee is not sufficient. If you are unable to call in yourself because of an illness, emergency or for some other reason, be sure to have someone call on your behalf. If your Regional Director of Operations is not available when you call, you may leave the information with another Regional Director of Operations.

Absence from work for three (3) consecutive days without notifying your Regional Director of Operations or the home office Director of Human Resources will be considered a voluntary resignation.

Attendance

You are expected to be at your work place and ready to work at the beginning of your assigned daily work hours, and you are expected to remain at your work place until the end of your assigned work hours, except for approved breaks and lunch. Whenever it is necessary to leave your assigned work place, please let your Regional Director of Operations know where you are going and how long you expect to be gone.

Be aware that "excessive" time off could lead to disciplinary action.

Note: See "Excessive Absenteeism or Lateness" later on in this section for further information.

Breaks / Rest Periods

Full-Time Employees are entitled to two (2) fifteen (15) minute rest breaks each day. Normally these rest breaks will be scheduled in mid-morning and mid-afternoon. These will be determined by your Regional Director of Operations. If you work in a department where breaks are not directly assigned, please coordinate with your co-workers to maintain adequate coverage at all times. Always be sure to return to work on time at the end of any break.

In the unlikely event of an emergency or unusual condition, your Regional Director of Operations may ask you to change or postpone your break in order to finish a particular project.

Excessive Absenteeism or Lateness

More than 2 unscheduled work days in a 60-day period, or a consistent pattern of absence, will be considered excessive, and the reasons for the absences may come under question. Tardiness or leaving early is as detrimental to The Weston Group, Inc. as an absence. Three (3) such incidents in a 90-day period will be considered a "tardiness pattern" and will carry the same
weight as an absence. Other factors, like the degree of lateness, may be considered. Tardiness is defined as starting 12 or more minutes after your scheduled shift.

Be aware that excessive absenteeism, lateness or leaving early may lead to disciplinary action, including possible dismissal.

**Note:** See "Docking From Wages" under "Wage & Salary Policies" earlier in this section for further information.

**Record of Absence or Lateness**

Subject to the Family and Medical Leave Act provisions below, if you are absent because of illness for three (3) or more successive days, your Regional Director of Operations may request that you submit written documentation from your doctor. Subject to the Family and Medical Leave Act provisions below, if you are absent five (5) or more consecutive days because of illness, you are required to provide written documentation from a doctor that you are able to resume normal work duties before you will be allowed to return to work. You will be responsible for any charges made by your doctor for this documentation. Any written documentation must be faxed along with your time log.

Your Regional Director of Operations will make a note of any absence or lateness, and the reason, in your personnel file. Your attendance record will be considered when evaluating requests for promotions, transfers, leaves of absence, and approved time off, as well as scheduling layoffs, etc.

**The Benefits Package**

In addition to receiving an equitable salary and having an equal opportunity for professional development and advancement, you may be eligible to enjoy other benefits, which will enhance your job satisfaction. We are certain that you will agree that the benefits program described in this Manual represents a very large investment by The Weston Group, Inc. and we trust that you will avoid abusing any of the program's benefits.

A good benefits program is a solid investment in The Weston Group, Inc. and its employees. It not only insures the loyalty of long-time capable employees, it also helps to attract talented newcomers who can help our company grow. The Weston Group, Inc. will periodically review the benefits program and will make modifications as appropriate to the company's condition.

**Eligibility for Benefits**

If you are a full-time employee, you may enjoy all of the benefits described in this manual as soon as you meet the eligibility requirements for each particular benefit, subject to the terms of any employment agreement with The Weston Group, Inc. that you may have. Full-time employees will have the option to waive the right to receive any benefits from The Weston Group, Inc. (except for The Weston Group, Inc.'s retirement plan benefits, if eligible and as applicable), which option shall be documented in an employee's signed contract.

All other employees are not eligible for benefits.

All employees’ pay is calculated hourly. Employees’ benefits will be identified in each employee’s signed contract agreement.

**Paid Leaves of Absence**

**Paid Time Off (PTO)**

Employees should submit a Paid Time Off Request Form or written request reflecting any hours and/or days they chose to take as paid time off to their Regional Director of Operations. The form must be completed for holidays, vacation days, appointments, etc. prior to using any PTO hours. Employees requesting major holidays and/or five working days or more must submit this form or a written request at least four (4) weeks prior to the dates requested.
Your request will then be reviewed and approved/denied by your Regional Director of Operations or a higher level of management of The Weston Group, Inc. The employee is notified in writing by the Regional Director of Operations or such higher level of management of the decision.

Unless a Full-Time Employee waives his or her right to receive benefits, The Weston Group, Inc.’s policy is to provide full-time employees (as previously defined) with a certain number of hours to use for vacation, illness, personal reasons, holidays, etc. The PTO time can be used anyway you like. (If you work on a holiday, you do not get time and one half. It is a regular work day if you are not using a PTO day.) Unless otherwise arranged, the allowable amount of PTO is calculated as follows:

Office Personnel/Administrative Assistants/Rehab Aides: 18 days (144 hours) per year, computed at the rate of .0692 for each hour worked and PTO taken.

OT/COTA/PTA/SLP/SLPA: 23 days (184 hours) per year, computed at the rate of .0885 for each hour worked and PTO taken.

RDO/VP/Corporate Office Directors: 28 days (224 hours) per year, computed at the rate of .1077 for each hour worked and PTO taken.

Overtime is not used when computing accrued paid time off (PTO).

An additional 5 days (40 hours) of PTO will be added for every 5 years of full-time service to a Full-Time Employee of The Weston Group, Inc. Notwithstanding the foregoing or anything to the contrary contained herein, the maximum amount of PTO days an employee can accrue/earn per year is 33 days (264 hours). 33 days (264 hours) per year is computed at the rate of .13 for each hour worked and PTO taken.

PTO will be calculated by full-time anniversary date; PTO can be used from full time anniversary date to full time anniversary date.

Each new employee must complete the Introductory Period of ninety (90) days prior to utilizing any PTO. During this probationary time PTO is accruing but cannot yet be used. An employee can start to use their accrued PTO on the ninety-first (91st) day of full-time employment.

Up-to-date accrued PTO hours are shown on your pay stub. The Payroll Department will be furnished a print-out of all current PTO time. Any questions regarding PTO can be directed to the Payroll Department.

Your Regional Director of Operations or higher level of The Weston Group, Inc. management reviews all entries on your payroll, including PTO and will verify your entered PTO time if approved and available. If an employee is out on approved PTO and does not enter in their PTO in the payroll system, their Regional Director of Operations will not enter in the PTO for them unless authorized by that employee. It is the responsibility of the employee to enter in their own PTO.

If any employee feels that there is a discrepancy in their PTO hours, tax deductions or any other payroll issue, please submit the concern in writing with any kind of documentation to your Regional Director of Operations and the Payroll Department.

Accrued but unused PTO time may not be carried past your Full-Time employment anniversary date without following one of the specific options that follow. Upon your yearly Full-Time employment anniversary date, you may elect one of the following options by completing a Paid Time Off Waiver Form:

► cash in your total PTO amount at 50% of your current pay rate;

► carry over a maximum of 40 hours into the next Full-Time employment anniversary year, with any PTO hours over 40 that are accrued but unused being forfeited (and therefore you will lose that time);
request consideration of the Executive Committee to approve a special circumstance exception that would allow you to carry over greater than 40 but less than 120 hours into the next Full-Time employment anniversary year.

Employee must provide at least sixty (60) days prior to his or her anniversary date a detailed written explanation of the special circumstances for which he or she is seeking an exception and specific dates to their Regional Director of Operations. It will then be forwarded to the Human Resource Department and presented to the Executive Committee of The Weston Group for approval or denial.

If a request to carry over additional PTO for a special circumstance is approved, the employee must use the approved time within the specific dates requested within the new anniversary year and all approved allotted time must be used for the employee’s special circumstance provided to the Executive Committee for consideration. An employee cannot carry over such approved allotted time for a special circumstance into the following year. Documentation must be provided by the employee to prove that the special circumstance has occurred before you will be able to enter your approved additional carry over PTO into the payroll system. If no documentation is provided to the Human Resources Department that proves that the special circumstance serving as the basis for the request occurred, your approved allotted additional carry over PTO amount will be taken away and you will not be allowed to use it. If your special circumstance does not take place, the amount of approved additional carry over PTO carried over will be forfeited. A maximum of 120 hours can be carried over by an employee to a succeeding anniversary year for a special circumstance.

The Paid Time Off Waiver Form must be submitted to the employee’s manager and Human Resource Department before their full-time anniversary date. The PTO amount determined to use is based on the final amount accrued the pay period ending BEFORE the employee’s full-time anniversary date. The employee may use the PTO up to the last day of the pay period in which their full-time anniversary date falls.

This election applies only to current PTO accruals and does not apply to any banked vacation time that may have been carried forward from prior years due to either acquisition or state law.

Please note that, if the Human Resource Department does not receive the PTO waiver form before the employee’s full-time anniversary date, any PTO hours over 40 will be forfeited unless otherwise required by state law. If you do not use your time, you will lose it.

Upon termination of employment, employees who have met all applicable regulations including but not limited to the initial 90-day introductory period, and who have provided the required thirty (30) days written notice of resignation, any accrued but unused PTO time will be paid out in increments of no more than 80 hours per payroll cycle until the PTO has been exhausted starting with the payroll cycle after your termination, subject at all times to the following exceptions and any other exceptions that are set forth in this Manual:

- In the event that you do not give thirty (30) days written notice prior to your intent to terminate employment with The Weston Group, Inc., such a failure shall result in the forfeiture of any PTO benefits.
- In the event that The Weston Group, Inc. terminates your employment as a result of your performance of any of the “Unacceptable Activities” set forth above or for other cause as set forth in this Manual or your specific employment agreement with The Weston Group, Inc., you will forfeit any accrued but unused PTO benefits in existence on the date of your termination.
- In the event that The Weston Group, Inc. provides you with written notice in advance of your termination date and you thereafter terminate your employment hereunder prior to the date set forth in such written notice from The Weston Group, Inc., you will forfeit any accrued but unused PTO benefits in existence on the date of your termination.
- In the event that you fail to return from an approved personal leave of absence (as defined below in the Manual), you will forfeit any accrued but unused PTO benefits in existence on the date of your termination.

**Jury Duty**
It is your civic duty as a citizen to report for jury duty whenever called. If you are called for jury duty, we will permit you to take the necessary time off. If you are a full-time employee of The Weston Group, Inc., after you have completed your Introductory Period, The Weston Group, Inc. will reimburse you for the difference between your jury pay and your regular pay, not to exceed eight (8) hours per day, for a maximum of ten (10) business days.

You must notify your Regional Director of Operations within seventy-two (72) hours of receipt of the jury summons.

On any day or half-day you are not required to serve, you will be expected to return to work. In order to receive jury duty pay, you must present a statement of jury service and pay to your Regional Director of Operations and the Human Resource Department. The court issues these documents.

**Bereavement**

Regular full-time employees are eligible for paid funeral leave. As such, you may take up to three (3) workdays with pay to attend the funeral and take care of personal matters related to the death of a member of your immediate family (i.e., a parent, spouse, spouse’s parent, child, spouse’s child, brother or sister, or any member of your extended family living in your home). One (1) day of paid funeral leave will be granted in case of the death of a grandparent or your spouse’s grandparent or sibling.

Pay for a funeral leave will be made for actual time lost from work. If the death occurs at a time when work is not scheduled, payment will not be made.

An excused absence for a family death may not be retroactive, postponed or split.

For the bereavement code used for entering in your payroll, please contact your Regional Director of Operations or the Human Resource Department.

**Unpaid Leaves of Absence**

Occasionally, for medical, personal, or other reasons that do not qualify for leave under the FMLA, you may need to be temporarily released from the duties of your job with The Weston Group, Inc., but may not wish to submit your resignation. Under certain circumstances, you may request an unpaid leave of absence. An unpaid leave of absence may be granted for a minimum of thirty (30) days and a maximum of twelve (12) weeks.

For absences that are not handled by the FMLA Manual (to be defined below), you must (i) apply in writing for an unpaid leave of absence, setting forth the reason for the leave, the date on which you wish the leave to begin and the date on which you will return to active employment with The Weston Group, Inc. and (ii) submit your application for an unpaid leave of absence to your Regional Director of Operations, who will bring your request before the Executive Committee for approval.

Unpaid leave will be granted only when operating conditions at The Weston Group, Inc. permit. The needs of The Weston Group, Inc. will determine the number of employees allowed out on unpaid leave at any one time. The Weston Group, Inc. will not allow an unpaid leave of absence to be used to extend the length of a qualified absence under the FMLA Manual.

You must adhere to all the requirements set forth in the following sections in connection with the different types of leave of absence that may be considered by The Weston Group, Inc. upon the request of an employee. Failure to do so may result in alterations of your employment status or termination of your employment with The Weston Group, Inc.

**Family and Medical Leave Act Absences**

A leave of absence that is covered by the Family and Medical Leave Act of 1993 ("FMLA") shall be handled in accordance with The Weston Group, Inc.’s Leave of Absence Under Family and Medical Leave Act of 1993 Manual ("FMLA Manual") and the following provisions of this Manual. The general terms set forth above that are applicable to unpaid leaves of absence shall not apply to the extent that they are inconsistent with The Weston Group, Inc.’s FMLA Manual. In general, the FMLA allows
eligible employees (defined in the FMLA Manual) to take up to twelve (12) workweeks of unpaid, job-protected family/medical leave during any 12-month period for specified family and medical reasons, including leave for a “qualifying exigency” if the employee’s spouse, son, daughter or parent is on active duty or called to active duty in support of a contingency operation. The FMLA also allows eligible employees who are the spouse, son, daughter, parent or next of kin of an armed forces member having a specified medical condition, to take up to twenty-six (26) workweeks of unpaid, job-protected leave during a single 12-month period to care for the servicemember (sometimes known as “servicemember leave”). Per the terms of the FMLA Manual, The Weston Group, Inc. requires its eligible employees to use any accrued but unused PTO that he or she may have during the course of his or her FMLA leave.

It is The Weston Group, Inc.’s policy that while an employee is on any sort of leave of absence (including but not limited to an approved FMLA absence or unpaid leaves of absence as described below), the employee is not entitled to company non-accumulated “fringe” benefits such as automobile stipends and use of company credit cards. The continuation of other company employee benefits while on an approved FMLA leave of absence shall be as detailed in the FMLA Manual.

Other Categories of Unpaid Leaves of Absence

1) Educational Leave of Absence
An educational leave of absence may be approved if the desired curriculum is of mutual benefit to you and to The Weston Group, Inc. Apply in the same manner as you would for a personal leave of absence.

2) Military Leave of Absence
If you are a full-time employee and are inducted into the U.S. Armed Forces, you will be eligible for re-employment after completing military service in compliance with applicable law, provided:

A. You show your orders to your Regional Director of Operations as soon as you receive them.

B. You satisfactorily complete your active duty service.

C. You enter the military service directly from your employment with The Weston Group, Inc.

D. You apply for and are available for re-employment within ninety (90) days after discharge from active duty. If you are returning from up to six (6) months active duty for training, you must apply within a reasonable time (usually thirty (30) days) after discharge.

3) Military Reserves or National Guard Leave of Absence
Employees who serve in U.S. military organizations or state militia groups may take the necessary time off without pay to fulfill this obligation, and will retain all of their legal rights for continued employment under existing laws. These employees may apply accrued personal leave and unused earned vacation time to the leave if they wish; however, they are not obliged to do so. You are expected to notify your Regional Director of Operations as soon as you are aware of the dates you will be on duty so that arrangements can be made for replacement during this absence.

4) Personal Leave of Absence
In very special circumstances, The Weston Group, Inc. may in its sole discretion grant you unpaid leave for a personal reason, including medical leave for employees who are not eligible for FMLA leave under the FMLA Manual, but never for taking employment elsewhere or going into business for yourself. If you would like to request an unpaid personal leave of absence, such a request should be made directly to your Regional Director of Operations. A personal leave of absence must not interfere with the operations of your department or The Weston Group, Inc. Your Regional Director of Operations will submit your request to The Weston Group, Inc. Executive Committee for final approval. Notwithstanding the foregoing or anything
contained to the contrary herein, a personal leave of absence may not be used to extend an employee’s absence under the provisions of the FMLA Policy Manual.

A personal leave of absence may initially be granted for a period not to exceed thirty (30) days. If you are a Full-Time Employee that has accrued but unused PTO at the time of your request for a personal leave of absence and such a request is approved by The Weston Group, Inc., you must use any accrued but unused PTO to receive payment to the extent applicable during this otherwise unpaid personal leave of absence. If you are a Full-Time Employee that receives health insurance benefits from The Weston Group, Inc., your health benefits will continue during this period of time in the same manner (and with the same cost-sharing obligations to you) as if you were providing full-time services. It is The Weston Group, Inc.’s policy that while an employee is on any sort of leave of absence (including but not limited to an unpaid personal leave of absence), the employee is not entitled to company non-accumulated “fringe” benefits such as automobile stipends and use of company credit cards.

During your unpaid personal leave of absence, you may make a one (1) time request to extend your initially granted personal leave of absence for a period not to exceed twelve (12) weeks from the commencement of the personal leave of absence in the aggregate. If The Weston Group, Inc. elects in its sole discretion to extend your leave as aforesaid for more than thirty (30) days (but less than twelve (12) weeks from the commencement of the personal leave of absence in the aggregate), Full-Time Employees will no longer continue to receive paid health benefits from The Weston Group, Inc. and covered employees will be issued a COBRA notification in this regard as required by applicable federal or state law. Consult your group insurance administrator to determine your insurance coverage during an unpaid leave of absence. Failure to return from a leave at the time agreed will result in immediate termination of employment and forfeiture of any accrued, unused PTO (if any).

Returning from a Leave of Absence Other than an FMLA Leave of Absence

You must notify The Weston Group, Inc. in writing at least fifteen (15) days prior to your expected return date that you intend to return from an approved unpaid leave of absence (not including FMLA absences, which are handled in accordance with the terms of the FMLA Policy Manual). When you return, you will be placed on your regular job if such position remains and is available. If The Weston Group, Inc. has had to eliminate or fill your position while you were on unpaid leave, you will be assigned to an open position for which you are properly qualified. If no such position exists, you will be placed on layoff status.

If you don’t return from your unpaid leave of absence on the day indicated in your original application or in any approved extension, you will be considered to have voluntarily resigned from employment with The Weston Group, Inc. as of the day on which you began your unpaid leave of absence.

If you have been on a medical unpaid leave of absence that is not covered by The Weston Group, Inc.’s FMLA Policy Manual because you are not eligible for leave under the FMLA Policy Manual, you will be required to submit a statement from your doctor indicating that you are fit to return to your normal duties. You will receive seniority credit for the time that you have been on a non-FMLA medical leave of absence that was approved by The Weston Group, Inc. in writing. If you do not produce such a statement from your doctor prior to your scheduled return date from a non-FMLA medical leave of absence, you will be considered to have voluntarily resigned from employment with The Weston Group, Inc. as of the day on which you began your unpaid leave of absence.

If you have been on a military leave of absence, you will receive seniority credit for the time that you were on active military duty.

Accepting Other Employment or Going Into Business While on Leave of Absence

If you accept any employment or go into business while on a leave of absence from The Weston Group, Inc., you will be considered to have voluntarily resigned from employment with The Weston Group, Inc. as of the day on which you began your leave of absence, therefore forfeiting payout of any PTO that had accrued.
Insurance Coverage

Group Insurance

The Weston Group is interested in the health and well-being of both you and your family. A comprehensive health and life insurance program is available for you. We provide group insurance underwritten by a national insurance carrier. After completion of your Introductory Period, full-time employees who have not waived the receipt of benefits from The Weston Group, Inc. become eligible for coverage. At that time, you may choose to accept the insurance coverage, or not.

Health / Dental Insurance

Today’s many health insurance plans and options can be confusing and complicated. That is why The Weston Group, Inc. has taken the time to carefully review the coverages and plans available. We have selected the plan we feel provides the best coverage for our employees. Refer to the literature provided by our insurance company for details on your health/dental coverage.

Termination of Insurance

Your insurance will terminate when the insurance policy terminates, when you cease to be eligible for coverage under the terms of our group insurance program, when you cease to be employed as a regular full-time employee eligible for the insurance or when you cease to be eligible for such coverage in accordance with the terms of this Manual.

Changes in Insurance Coverage

If you wish to make changes to your insurance, or if you fail to enroll initially in a timely manner, you must wait until the “Open Enrollment” in order for the change or enrollment to take effect. If there is a life changing event (i.e., birth of a child, loss of coverage under another plan, divorce, etc.), a change may be authorized by the insurance provider, within thirty (30) days of the event, at any time during the year. Approval of such changes/enrollments are based solely on the regulations and policies stipulated by the insurance provider. The Weston Group, Inc. cannot, therefore guarantee approval for any individual. Should you wish to make a change in your insurance, please contact the Human Resource Department for further information on changes made before/after an Open Enrollment.

Profit Sharing & Retirement

Profit Sharing Plan

The Weston Group, Inc. maintains a Profit Sharing Plan for the benefit of its employees. The Weston Group, Inc. may, in its sole, discretion; decide to make a contribution to the Profit Sharing Plan annually determined by our company’s profitability. The contribution will be credited to each eligible participant's account in the Profit Sharing Trust based on a percentage of your compensation. The Profit Sharing Plan also allows participants to contribute up to 15% of their compensation to the plan on a pre-tax basis as allowed up to maximum by Federal guidelines. This is known as a 401(k) contribution. The maximum matching contribution is 3% of a participant's compensation upon the discretion of the employer.

Eligible Employee

All Employees will be eligible to participate in the Plan after you have attained age 18 and completed 90 days of service.

Entry Dates
Participation in the Plan can begin only on an Entry Date. Your first Entry Date will be the earlier of January 1st, April 1st, July 1st or October 1st coincident with or immediately following the satisfaction of the Eligibility requirements. (i.e., an employee whose Eligibility requirements are satisfied on February 12 must wait until the next enrollment period - April 1st - to enroll). Please contact the Human Resource Department for exact dates within which the enrollment paperwork must be submitted to them.

### Rehired Employees

If you had satisfied the Eligibility requirements before you terminated employment, and you are rehired within six (6) months of your termination date, you will become a Participant the first of the month following the date you are rehired, if your rehire date is on or after your first Entry Date, as defined above. Otherwise, you will be eligible to participate on the next Entry Date. If you had not yet satisfied the Eligibility requirements at the time you terminated employment, you must meet the Eligibility requirements as if you were a new employee. If you had no vested interest and terminate employment, your service before termination will not count toward your total service when rehired if you are rehired after 5 breaks in service.

### Retirement Plan

Vesting defines the percentage of your account in the Profit Sharing Trust which you are entitled to receive when you terminate employment with The Weston Group, Inc. An employee's 401(k) contributions are always 100% vested. You must work 1000 hours in order to earn one (1) year of vesting service. Your account will vest according to the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Percent Vested</th>
</tr>
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<tbody>
<tr>
<td>1</td>
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<tr>
<td>4</td>
<td>60%</td>
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<tr>
<td>5</td>
<td>80%</td>
</tr>
<tr>
<td>6</td>
<td>100%</td>
</tr>
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</table>

### 401(k) Profit Sharing Plan

The eligibility requirements and entry dates for participation in the 401(k) portion is as follows: Participation in the Plan can begin only on an Entry Date. Your first Entry Date will be the earlier of January 1st, April 1st, July 1st or October 1st coincident with or immediately following the satisfaction of the Eligibility requirements. (i.e., an employee whose Eligibility requirements are satisfied on February 12 must wait until the next enrollment period - April 1st - to enroll). Please contact the Human Resource Department for exact dates within which the enrollment paperwork must be submitted to them.

Full-time, Part-Time, PRN employees are eligible for to participate in the Plan (subject to the terms of the Plan) after you have attained age eighteen (18) and completed ninety (90) days of service.

Once you become a participant, you may contribute up to 15% of your compensation to the plan on a pre-tax basis.

**Note:** This is a summary of The Weston Group, Inc. Profit Sharing Plan; the complete details of the Plan will be given to you when you become eligible.

### Other Benefits

#### Voluntary Disability/Life Insurance
Active full time employees (as defined above) have the opportunity to purchase short-term disability insurance, long-term disability insurance, and/or life insurance. Enrollment is not mandatory. Employees who elect enrollment are responsible for 100% of the premium costs through bi-weekly payroll deductions. Deductions for disability insurance are taken post-tax. Deductions for life insurance are taken post tax.

Approval of applications submitted for enrollment are based solely on the regulations stipulated by the insurance carrier. The Weston Group, Inc. cannot, therefore, guarantee enrollment for any individual.

For contact information regarding the plans offered, please call the Human Resource Department.

**Government Required Coverage**

**Workers' Compensation**

The Workers' Compensation and Employers' Liability Policy provides coverage to comply with responsibilities imposed by the Workers' Compensation laws applicable to your employment.

Workers' Compensation Insurance provides coverage for injury or disease sustained by an employee arising in the course and scope of their employment.

If you sustain an injury, it is mandatory and required that you report it to your supervisor immediately. The supervisor/Regional Director of Operations is responsible for notifying the home office so that the proper documentation can be processed and mailed to the employee.

**Unemployment Compensation**

The Weston Group, Inc. pays a percentage of its payroll to the Unemployment Compensation Fund according to The Weston Group, Inc.’s employment history. If you become unemployed, you may be eligible for unemployment compensation, under certain conditions, for a limited period of time. Unemployment compensation provides temporary income for workers who have lost their jobs. To be eligible you must have earned a certain amount and be willing and able to work. You should apply for benefits through your local State Unemployment Office as soon as possible.

The Weston Group, Inc. pays the entire cost of this insurance.

**Social Security**

The United States Government operates a system of contributory insurance known as Social Security. As a wage earner, you are required by law to contribute a set amount of your weekly wages to the trust fund from which benefits are paid. As your employer, The Weston Group, Inc. is required to deduct this amount from each paycheck you receive. In addition, The Weston Group, Inc. matches your contribution dollar for dollar, thereby paying one-half of the cost of your Social Security benefits.

**Numbers You Should Know**

<table>
<thead>
<tr>
<th>Department</th>
<th>Phone</th>
<th>Fax</th>
</tr>
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<tbody>
<tr>
<td>President</td>
<td>800-944-9782</td>
<td>610-438-2024</td>
</tr>
<tr>
<td>Finance Department</td>
<td>800-944-9782</td>
<td>610-438-2024</td>
</tr>
<tr>
<td>Corporate Operations Department</td>
<td>800-944-9782</td>
<td>610-438-2024</td>
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<tr>
<td>Human Resource Department</td>
<td>800-944-7982</td>
<td>610-991-0303</td>
</tr>
<tr>
<td>Recruiting Department</td>
<td>800-944-9782</td>
<td>610-991-0306</td>
</tr>
<tr>
<td>Billing Department</td>
<td>610-991-2034</td>
<td>610-438-2046</td>
</tr>
</tbody>
</table>

Corporate Office Address:
2222 Sullivan Trail
Easton, PA 18040
2. (d) Patient Care Policies

PLEASE REFER TO THE PATIENT CARE PRACTICES AND PROCEDURES MANUALS LOCATED ON SITE
3. 485.711 Plan of Care and Physician Involvement

a. Medical History and Prior Treatment
b. Plan of Care
c. Emergency Care
PHYSICAL THERAPY PROGRAM

PLEASE REFER TO PHYSICAL THERAPY PROGRAM
MANUALLY LOCATED WITHIN THE THERAPY
DEPARTMENT
OCCUPATIONAL THERAPY PROGRAM

PLEASE REFER TO OCCUPATIONAL THERAPY PROGRAM MANUAL LOCATED WITHIN THE THERAPY DEPARTMENT
SPEECH THERAPY PROGRAM

PLEASE REFER TO SPEECH THERAPY PROGRAM MANUAL LOCATED WITHIN THE THERAPY DEPARTMENT
3. (a) Medical History and Prior Treatment

The following are obtained before or at the time of initiation of treatment:

(1) The patient's significant past history.
(2) Current medical findings, if any.
(3) Diagnosis(es), if established.
(4) Physician's orders, if any.
(5) Rehabilitation goals, if determined.
(6) Contraindications, if any.
(7) The extent to which the patient is aware of the diagnosis(es) and prognosis.
(8) If appropriate, the summary of treatment furnished and results achieved during previous periods of rehabilitation services or institutionalization.
3. (b) Plan of Care

(1) For each patient there is a written plan of care established by the physician; or (i) by the physical therapist; or occupational therapist (ii) by the speech-language pathologist who furnishes services.

(2) The plan of care for physical therapy or speech pathology services indicates anticipated goals and specifies for those services the (i) Type; (ii) Frequency; and (iii) Amount; (iv) Duration.

(3) The plan of care and results of treatment are reviewed by the physician or by the individual who established the plan at least as often as the patient's condition requires, and the indicated action taken.

(4) Changes in the plan of care are noted in the clinical record. If the patient has an attending physician, the therapist or speech-language pathologist who furnishes the services promptly notifies him or her of any change in the patient's condition or in the plan of care.
3. (c) Emergency Care
THE WESTON GROUP, INC.
Rehabilitation Services
Emergent Situations Requiring Transfer

PURPOSE: Should the patient's needs change while in rehabilitation therapy; alternate level of care may be recommended. Examples would include, but not be limited to emergent situations.

PROCEDURE: Occasionally during the course of treatment of a patient, the patient develops an acute, emergent situation. The following procedures will be followed.

EMERGENT (Life Threatening Situation): If the patient develops a life-threatening situation, i.e. cardiac arrest, respiratory distress, a higher level of care is recommended.

If therapy is being conducted within a host facility, the nursing staff will be notified immediately. The primary staff member will stay with the patient at all times. A second staff member will notify nursing of the situation and record the event utilizing a progress note. Upon the arrival of the nursing staff, a copy of the documentation of the event will be provided to the nursing staff to facilitate continuity of care. The senior nursing staff from the host facility will assume command of the situation upon his/her arrival. Therapy staff will provide a supportive role until such time that the patient is transported out of the therapy area.

If therapy is being conducted in a freestanding facility, the local emergency communication system will be accessed, i.e. call 911. A staff member will stay with the patient and a second staff member will access the emergency communication system (911). Location of the building/situation will be given and request will be made to have advanced life support dispatched (i.e. emergency medical personnel). The second staff member will provide support during this period of time to the arrival of EM personnel by recording the event in a progress note, contacting emergency contact person for the patient (i.e. family), and any other task which the primary staff member requires (i.e. retrieve supplies). The EM personnel will be provided, at a minimum, with a copy of the progress note and face sheet. Upon arrival of the EM personnel, he/she will assume command of the situation. Staff members will remain in a supportive role until the EM personnel transport the patient from the premises.

URGENT (Non-Life Threatening Situation): If the patient develops a non-life threatening situation (an urgent) situation, recommendations may be made to the patient to seek further care. Examples include but are not limited to significant increase in blood pressure, asthmatic exacerbation, and change in neurological status.

If therapy is being conducted within a host facility, staff member will suspend therapy treatment and notify nursing staff of change in status and the need for further medical follow up. The event will be recorded in a progress note and a copy provided to the nursing staff as advised by the nursing staff, the patient will be returned to the nursing unit or the nursing staff will come to the therapy area to assess the patient. Upon arrival of the nursing staff, they will assume command of the situation.
If therapy is being conducted in a freestanding facility, staff member will suspend therapy treatment session. The change will be discussed with the patient. Options at this point would include, but not be limited to:

- Notifying family member and await pick up.
- Notifying family physician and receive instructions for situation.
- Notifying family physician and make arrangements for patient to be seen by him/her.
- Advising patient to see family physician at specified time, as per above arrangements.

The staff member will record event in a progress note. A copy of the note will be forwarded to the physician involved. The patient will not be allowed to resume therapy until clearance is obtained from the physician involved.
"FIRE PROCEDURES"

If you discover a fire....
Rescue any resident in immediate danger.
A. Isolate fire by closing doors
B. Pull fire alarm and announce "CODE RED" and location
If the fire is small, attempt to extinguish it. Do not return to inside of home to do this or risk injury.

Remember RACE!! Rescue, Alarm, Contain, Evacuate!

II When the fire alarm sounds....
Close all occupied resident rooms doors and windows first. This includes dining rooms, bathrooms, living rooms, and activity rooms.
When the Residence Director is in the building, he/she will respond to the mechanical room and check the fire alarm panel to determine what section of the building is in alarm.
Residence Director will then announce (or have the receptionist announce) "Code Red...and the location of the fire".
In the absence of the Residence Director, the Dining Services Manager or Dining Service staff should assume this responsibility. When neither is in the building, the lead Resident Assistant will assume this responsibility.
Once the announcement of the fire location is made, determine if there are any residents in the area of the fire that will need to be relocated to another part of the building, safe past fire doors.
Perform a head count and verify that all residents are accounted for.
Do not exit the building unless you see signs of a fire (smoke or flames) or as instructed by Fire Personnel.
If you must exit the building, assemble all residents and staff in rear parking area and do a head count.

III When the Fire Department Arrives, the Residence Director, Dining Services Staff or Lead Resident Assistant on premises should....
A. Meet the Fire Department with keys at the front door.
B. Inform the Fire Department of the location of the fire.
C. Inform the Fire Department of any trapped residents in need of assistance.
D. Inform the Fire Department of residents that may need assistance in vacating the home.
E. Cooperate with Fire Department with any additional directions they may give you.
IV When the Fire Department has declared the building safe....
Fire Alarm Panel to be reset by Maintenance Director or Resident Director only. Lead Care Givers should do a head count of all residents.

A. Residence Director or Receptionist should announce: "Attention, please the emergency situation is now over, please resume normal activities." (REPEAT)
B. Re-arm all resident area Fire Exit Exterior Doors and employee entrance after Fire Alarm Panel has been re-set. (Light must be blinking)
C. Elevator will need re-set in order to operate after a fire alarm goes off.

Once the emergency is under control, the Receptionist or Lead Resident Assistant (in the absence of the Residence Director) must contact the Maintenance Supervisor and the following Administrative Staff until one is contacted: Facility Director, RN, Life Enrichment Coordinator, Dietary Manager, and Community Service Coordinator.

VI Staff involved must complete an Incident Report and fire drill log sheet. VII

IMPORTANT POINTS TO REMEMBER....
When the fire alarm sounds ALL Exit Door locks release. It is important to assemble all residents in a secure area and do a head count until the situation is resolved.
4. 485.711 Physical, Speech, and Occupational Therapy Services

   a. Adequate Programs
   b. Facilities and Equipment
   c. Personnel Qualified to Provide Therapy Services
   d. Supportive Personnel

   PLEASE REFER TO THE PATIENT CARE PRACTICES AND PROCEDURES MANUAL
4. (a) Adequate Programs

PLEASE REFER TO THE PATIENT CARE PRACTICES AND PROCEDURES MANUAL AND/OR THE PHYSICAL, SPEECH, AND OCCUPATIONAL THERAPY PROGRAM MANUALS LOCATED WITHIN THE THERAPY DEPARTMENT
4. (b) Facilities and Equipment
PT/SP/OT SERVICES

IMPORTANT

REGIONAL DIRECTORS

PLEASE INSERT COMPREHENSIVE EQUIPMENT LIST FOR PT, SP, AND OT PLUS MANUALS FOR EQUIPMENT AND RECEIPTS IN HERE. SPECIFIC TO THE FACILITY REMEMBER TO EMAIL THE EQUIPMENT LIST TO THE CORPORATE OFFICE

Please discard this insert upon completion
4. (c) Personnel Qualified to Provide Therapy Services
JOB DESCRIPTIONS
REHABILITATION PHYSICAL THERAPIST
JOB DESCRIPTION

SUBJECT: REHABILITATION SERVICES
POSITION DESCRIPTION

TITLE: PHYSICAL THERAPIST

DEPARTMENT: REHABILITATION SERVICES

REPORTS TO: CLINICAL COORDINATOR, CLINICAL REHAB MANAGER OR REGIONAL DIRECTOR

POSITION SUMMARY

A Physical Therapist is a skilled, registered professional who evaluates and treats patients referred by a physician. Treatment approaches utilize physical modalities, training with physical aides, and/or exercise to relieve pain and/or restore function.

MAIN FUNCTION:

Therapists work with an interdisciplinary staff and are responsible for scheduling, purchasing, treatments, evaluations, coordination and supervision of aides, documentation of services, participation in staff meetings and identification of potential patients for treatment.

POSITION DUTIES/RESPONSIBILITIES:

A. Performs accurate and timely evaluations on each new patient referred, designing an appropriate plan of care for each new patient, with realistic and objective short and long-term goals.

1. Obtains an adequate history and referring diagnosis
2. Uses appropriate evaluation procedures and tools to ascertain the multiplicity and level of dysfunction according to physical therapy standards and procedures.
3. Establishes measurable short and long term goals consistent with patient’s needs and wishes toward increased functional independence as well as physical therapy theory.
4. Outlines a treatment program, understandable to ancillary staff who may also treat the patient.
5. Documents the evaluation and sends appropriate communication to the physician regarding physical therapy plans and goals upon initial evaluation and monthly summaries, for physician’s concurrence.
6. Re-evaluates the patient on an ongoing basis and varies the program accordingly.
7. Notifies physicians as to changes in patient status, which cause modification of treatment plans.

B. Maintains accurate and timely patient records including:

1. Referrals for patient evaluations are addressed within 48 hours of referral date, excluding weekends, and evaluation is completed and present on patient chart within two visits
2. Patient notes are completed each week, or more frequently if patient status is changing more quickly.
3. Keeps physician referrals up to date monthly.
4. Daily log assures that treatment statistics are accurate with treatments given.
5. Documents significant changes in patient progress as a result of treatment and/or documents why such changes are not present and takes appropriate steps to modify treatment plan accordingly.
6. Summarizes the patient’s progress and updates physical therapy treatment plans and short and long term goals after initial two weeks of treatment, then monthly in concurrence with physician orders.
7. Equipment issued, home programs and handouts are documented in patient’s charts.

C. Demonstrates skill in the use and proper choice of physical therapy techniques, and treats patients effectively with good response.

2. Shows appropriate therapist-patient rapport, explaining the treatments, discussing the reasons for physical therapy with patient, etc.
3. Follows accepted precautions and contraindications for treatment.
4. Utilizes appropriate therapeutic techniques.
5. Shows awareness of discharge plans and patient home setting with regard to treatment.
6. Shows skill in treatment planning for diagnosis requiring coordination between disciplines.
7. Terminates patient’s services when maximum functional benefit from treatment has occurred.

D. Communicates with others to assure quality care.

1. Contacts physicians as needed to clarify diagnosis or orders, change treatment, or discharge patients.
2. Consults patient’s family, nurses, social workers, occupational and speech therapists, and physicians as appropriate to determine an effective discharge plan.
3. Shows awareness of physical therapy’s place in the health care network by setting and achieving treatment goals based on the patient’s discharge plans and diagnosis in conjunction with other health care personnel.
4. Maintains a professional attitude in all communications.
5. Notifies nursing and family as to use of equipment.
6. Attends URC and PCC meetings as required by the facility to assure quality of care and coordination of services.
7. Communicates information to all relevant nursing home personnel regarding the activities of physical therapy in their facility.

E. Assists in the instruction of others about physical therapy.

1. Prepares and delivers two in-services yearly at each facility on a topic appropriate for nursing or other personnel, e.g., body mechanics.
2. Continuously promotes the goals of physical therapy by instructing aides and nurses about therapy objectives.

F. Demonstrates knowledge of Medicare, Medicaid, and other insurance guidelines as related to rehabilitation in the nursing home setting.
1. Accurately recommends a patient for Medicare status A, B, or D/C.
2. Is able to explain to nursing home personnel why patients are appropriate for a particular status.
3. Documents appropriately when skilled physical therapy is rendered according to Medicare or other guidelines.
5. Understands thoroughly and documents appropriately according to reimbursement guidelines

G. Performs all other duties and functions necessary for the maintenance of efficient, economic and quality operation of the department.

1. Is neat and well groomed, projecting a professional appearance.
2. Makes suggestions for department improvement and assists in development of these as appropriate.

H. Demonstrates leadership qualities.

1. Utilizes support personnel where appropriate to perform activities not requiring a physical therapist.
2. Appropriately instructs support personnel on patient care techniques as needed from day to day and for particular patients.
3. Maintains a schedule for therapy services, which allows all patients who require treatment to be seen on a regular basis.

SUPERVISION:

Physical Therapy Assistants and Rehabilitation Aides.

EDUCATION AND TRAINING:

Must be a graduate of an accredited physical therapy curriculum.

LICENSE OR REGISTRY REQUIREMENTS:

Must be licensed in the state practicing by the Board of Physical Therapy, Division of Consumer Affairs, be CPR certified, and provide an acceptable Criminal Record Check.

I have read and understood this job description.

________________________________________  ______________________________
Signature                                      Please print name

________________________________________
Date
REHABILITATION PHYSICAL THERAPY ASSISTANT

JOB DESCRIPTION

SUBJECT: REHABILITATION SERVICES
POSITION DESCRIPTION

TITLE: PHYSICAL THERAPY ASSISTANT

DEPARTMENT: REHABILITATION SERVICES

REPORTS TO: PHYSICAL THERAPIST, CLINICAL COORDINATOR, CLINICAL REHAB MANAGER OR REGIONAL DIRECTOR

POSITION SUMMARY

The Physical Therapy Assistant is a skilled professional with an Associate of Science degree in Physical Therapy and is licensed to practice as a Physical Therapy Assistant. The Physical Therapy Assistant administers treatment plans according to the directives of the Physical Therapist at the facility. S/he will be responsible for the administration of such treatments with the host facility. S/he will assist the Physical Therapist with patient documentation as directed by the Physical Therapist.

POSITION DUTIES/RESPONSIBILITIES:

1. Patient treatment:
   a. Implements treatment using standardized recognized techniques and modalities appropriate to the age and diagnosis of the patient. Treat according to the written treatment plan established by the Physical Therapist. Knows indications and contraindications of all physical therapy modalities. Maintains timely communication with the Physical Therapist regarding patient treatment plans and changes in status.
   b. Reassesses Physical Therapy goals at least monthly on all patients, or every two weeks if there is a significant change in status.
   c. Educates patient/family/caregiver in home program, body mechanics, posture, ADL’s, etc. Documents such education and patient/family/caregiver’s level of understanding.

2. Documentation:
   a. Documents status of patient in the patient’s chart. Effectively communicates with staff members in the Physical Therapy Department and with the host facility’s staff, patients, and patient’s family members.
   b. Accurately maintains patient records according to The Weston Group, Inc. policy and procedure. Treatment records are accurate, pertinent, legible, neat and timely.
   c. Is responsible for daily, weekly and monthly statistics as outlined by The Weston Group, Inc. policy and procedure.
3. Safety:
   a. Demonstrates proper safety for self, patient and others in the Rehabilitation Department. Is competent and knowledgeable of all Physical Therapy techniques and procedures within limits of license. Follows guidelines regarding infection control, fire, electrical hazardous material handling policy and procedure. Respects privacy and confidentiality of patients and staff.

4. Special Projects:
   a. Actively participates in the Rehabilitation Department’s cost containment, marketing, and quality assurance. Assists with orientation of staff and students. Participates in discharge planning meetings, resident care plan meetings, in-services, and other activities, etc. as assigned and directed by the Physical Therapist/Manager.

5. Working Environment:
   a. Physical Demands – Performs medium to heavy work. Stands and walks for prolonged periods. Stoops, kneels, crouches, crawls, turns and bends at the waist during patient treatment. Lifts patients, supplies and equipment (100 lbs. max) and reaches for, lifts, carries and handles relatively light equipment and materials (25 lbs.). Pushes wheelchairs, carts, and equipment. Makes frequent trips to all facility areas.
   b. Visual, Hearing and Dexterity Demands – Finger dexterity and eye hand coordination is necessary in assisting with clerical duties. Manual dexterity is needed for operation of modality and hospital equipment. Requires concentrated visual attention, which must be maintained for sustained periods. Good vision and hearing acuity is required to record data, answer calls and work with patients.
   c. Working Conditions – Works in clean, well-lighted, heated and ventilated areas. May be subject to excessive humidity changes in hydrotherapy areas. Makes frequent trips to all hospital areas.

The above is intended to describe the key results and requirements for the performance of this position. It is not construed as an exhaustive statement of duties, responsibilities related duties and activities.

SUPERVISION

Rehabilitation Aides

I have read and understood this job description.

___________________________________________  _______________________________________
Signature                                                                 Please print name

___________________________________________
Date
REHABILITATION OCCUPATIONAL THERAPIST

JOB DESCRIPTION

SUBJECT: REHABILITATION SERVICES
POSITION DESCRIPTION

TITLE: OCCUPATIONAL THERAPIST

DEPARTMENT: REHABILITATION SERVICES

REPORTS TO: CLINICAL COORDINATOR, CLINICAL REHAB MANAGER OR REGIONAL DIRECTOR

POSITION SUMMARY

Occupational Therapy services will be provided by a certified/licensed Occupational Therapist.

POSITION DUTIES/RESPONSIBILITIES:

A. Care & Record keeping

1. Screen all patients admitted to the facility at no charge to the patient and/or the facility.
2. Initiate evaluation on patients with Occupational Therapy orders within 24-48 hours after evaluation order by the physician is received.
   i. Administer standardized and informal tests to evaluate the patient’s initial Occupational Therapy status.
   ii. Re-administer tests on a monthly basis to evaluate patient’s progress.
   iii. Write narrative evaluation report on evaluation form and place in patient’s medical record for review and signature by physician within two visits.
3. Establish a plan of care based on the patient’s needs in conjunction with the referring physician. Treatment plan will specify the frequency of treatment, short and long term goals. Plan of treatment will be specified in evaluation report and/or monthly summaries.
4. Initiate therapy when ordered by the referring physician.
5. Consult with Physician regarding each patient’s goals, treatment plan, discharge plan, and/or changes in patient status.
6. Complete interdisciplinary care plans and discharge plans of all patients who are seen for occupational therapy according to rehabilitation department policy.
7. Write daily/weekly progress notes, monthly summaries, and discharge summaries as per rehabilitation department policy.
8. Maintain ongoing Occupational Therapy records including progress reports and evaluations. These records will be filed in rehabilitation department.
9. Maintain daily attendance for monthly billing purposes. Separate sheets will be maintained for different billing categories such as Medicare Part A, Medicare Part B, Medicaid, or private. Attendance logs will be submitted to business office at the end of each month.
10. Plan and coordinate discharge of patient in accordance with facility policy.
B. Interaction with other team members.

1. Participate in patient care conferences and utilization review meetings as per rehabilitation departmental policy.
2. Provide clinical supervision and instruction of visiting students in a variety of paramedical professions.
3. Represent the Occupational Therapy Department in various joint staff meetings as deemed necessary by facility director.
4. Assist the facility director with departmental planning, programming, budgeting, marketing, and administration.
5. Understand third-party reimbursement guidelines and payment as it applies to patients being treated.
6. Understand and demonstrate an interdisciplinary team approach to individual patient care.
7. Exercise universal body fluid precautions during all patient contacts.
8. Adhere to infection control procedures in both evaluation and treatment processes and utilization of equipment and materials.
9. Conduct in-service training both in and outside of the department as indicated by the facility director
10. Performs all other duties and functions necessary for the maintenance of efficient, economic and quality operation of the department.
   i. Is neat and well groomed, projecting a professional appearance.
   ii. Makes suggestions for department improvement and assists in development of these as appropriate.
11. Contact physician to obtain order for renewal, modification or discharge from treatment.
12. Comply with Fire, Safety and Emergency Procedures established by the facility.

C. Demonstrates skill in the use and proper choice of occupational therapy techniques, and treats patients effectively with good response.

2. Shows appropriate therapist-patient rapport, explaining the treatments, discussing the reasons for occupational therapy with patient, etc.
3. Follows accepted precautions and contraindications for treatment.
4. Utilizes appropriate therapeutic techniques.
5. Shows awareness of discharge plans and patient home setting with regard to treatment.
6. Shows skill in treatment planning for diagnosis requiring coordination between disciplines.
7. Terminates patient’s services when maximum functional benefit from treatment has occurred.
D. Communicates with others to assure quality care.
   1. Contacts physicians as needed to clarify diagnosis or orders, change treatment, or discharge patients.
   2. Consults patient’s family, nurses, social workers, physical and speech therapists, and physicians as appropriate to determine an effective discharge plan.
   3. Shows awareness of occupational therapy’s place in the health care network by setting and achieving treatment goals based on the patient’s discharge plans and diagnosis in conjunction with other health care personnel.
   4. Maintains a professional attitude in all communications.
   5. Notifies nursing and family as to the use of equipment.
   6. Attends URC and PCC meetings as required by facility to assure quality of care and coordination of services.
   7. Communicates information to all relevant nursing home personnel regarding the activities of occupational therapy in their facility.

E. Assists in the instruction of others about occupational therapy.
   1. Prepares and delivers two in-services yearly at each facility on a topic appropriate for nursing or other personnel, e.g., body mechanics.
   2. Continuously promotes the goals of occupational therapy by instructing aides and nurses about therapy objectives.

F. Demonstrates knowledge of Medicare, Medicaid, and other insurer guidelines as related to rehabilitation in the nursing home setting.
   1. Accurately recommends a patient for Medicare status A, B, or D/C.
   2. Is able to explain to nursing home personnel why patients are appropriate for a particular status.
   3. Documents appropriately when skilled and occupational therapy is rendered according to Medicare or other guidelines.

G. Performs all other duties and functions necessary for the maintenance of efficient, economic and quality operation of the department.
   1. Is neat and well groomed, projecting a professional appearance.
   2. Makes suggestions for departmental improvement and assists in development of these as appropriate.

H. Demonstrates leadership qualities.
   1. Utilizes support personnel where appropriate to perform activities not requiring an occupational therapist.
   2. Appropriately instructs support personnel on patient care techniques as needed from day to day and for particular patients.
   3. Maintains a schedule for therapy services, which allows all patients who require treatment to be seen on a regular basis.

SUPERVISION:
COTAs and Aides

EDUCATION AND TRAINING:
Must be a graduate of an accredited occupational therapy curriculum.

 LICENSURE OR REGISTRY REQUIREMENTS:
Must be licensed by the appropriate board in the state of practice, must be CPR certified, and must provide an acceptable Criminal Record Check.

I have read and understood this job description.

__________________________                   _____________________________
Signature                                                        Please print name

__________________________
Date
REHABILITATION OCCUPATIONAL THERAPY ASSISTANT
JOB DESCRIPTION

SUBJECT: REHABILITATION SERVICES
POSITION DESCRIPTION

TITLE: CERTIFIED OCCUPATIONAL THERAPY ASSISTANT

DEPARTMENT: REHABILITATION SERVICES

REPORTS TO: OCCUPATIONAL THERAPIST, CLINICAL COORDINATOR,
CLINICAL REHAB MANAGER OR REGIONAL DIRECTOR

POSITION SUMMARY

The Certified Occupational Therapy Assistant is a skilled professional with an Associate of Science degree in Occupational Therapy and is licensed to practice as an Occupational Therapy Assistant. The Certified Occupational Therapist Assistant administers treatment plans according to the directives of the Occupational Therapist at the facility. S/he will be responsible for the administration of such treatments with the host facility. S/he will assist the Occupational Therapist with patient documentation as directed by the Occupational Therapist.

POSITION DUTIES/RESPONSIBILITIES:

1. Patient treatment:
   a. Implements treatment using standardized recognized techniques and modalities appropriate to the age and diagnosis of the patient. Treat according to the written treatment plan established by the Occupational Therapist. Knows indications and contraindications of all occupational therapy modalities. Maintains timely communication with the Occupational Therapist regarding patient treatment plans and changes in status.
   b. Reassesses Occupational Therapy goals at least monthly on all patients, or every two weeks if there is a significant change in status.
   c. Educates patient/family/caregiver in home program, body mechanics, posture, ADL’s, etc. Documents such education and patient/family/caregiver’s level of understanding.

2. Documentation:
   a. Documents status of patient in the patient’s chart. Effectively communicates with staff members in the Occupational Therapy Department and with the host facility’s staff, patients, and patient’s family members.
   b. Accurately maintains patient records according to The Weston Group, Inc. policy and procedure. Treatment records are accurate, pertinent, legible, neat and timely.
   c. Is responsible for daily, weekly and monthly statistics as outlined by The Weston Group, Inc. policy and procedure.
3. Safety:
   a. Demonstrates proper safety for self, patient, and others in the Rehabilitation Department.
   b. Is competent and knowledgeable of all Occupational Therapy techniques and procedures
      within limits of license. Follows guidelines regarding infection control, fire, electrical
      hazardous material handling policy and procedure. Respects privacy and confidentiality
      of patients and staff.

4. Special Projects:
   a. Actively participates in the Rehabilitation Department’s cost containment, marketing, and
      quality assurance. Assists with orientation of staff and students. Participates in discharge
      planning meetings, resident care plan meetings, in-services, and other activities, etc. as
      assigned and directed by the Occupational Therapist/Manager.

5. Working Environment:
   a. Physical Demands – Performs medium to heavy work. Stands and walks for prolonged
      periods. Stoops, kneels, crouches, crawls, turns and bends at the waist during patient
      treatment. Lifts patients, supplies and equipment (100 lbs. max) and reaches for, lifts,
      carries and handles relatively light equipment and materials (25 lbs.). Pushes
      wheelchairs, carts, and equipment. Makes frequent trips to all facility areas.
   b. Visual, Hearing and Dexterity Demands – Finger dexterity and eye hand coordination is
      necessary in assisting with clerical duties. Manual dexterity is needed for operation of
      modality and hospital equipment. Requires concentrated visual attention, which must be
      maintained for sustained periods. Good vision and hearing acuity is required to record
      data, answer calls and work with patients.
   c. Working Conditions – Works in clean, well-lighted, heated and ventilated areas. May be
      subject to excessive humidity changes in hydrotherapy areas. Makes frequent trips to all
      hospital areas.

The above is intended to describe the key results and requirements for the performance of this position.
It is not construed as an exhaustive statement of duties, responsibilities related duties and activities.

SUPERVISION

Rehabilitation Aides

I have read and understood this job description.

_________________________________________  _____________________________
Signature                                                        Please print name

_________________________________________
Date
JOB DESCRIPTION

REHABILITATION SPEECH THERAPIST

SUBJECT: REHABILITATION SERVICES
POSITION DESCRIPTION

TITLE: SPEECH THERAPIST

DEPARTMENT: REHABILITATION SERVICES

REPORTS TO: ADMINISTRATOR OF REHABILITATION SERVICES

POSITION SUMMARY

Speech Pathology services will be provided by a certified/licensed Speech/Language Pathologist or a Speech/Language registered in the Clinical Fellowship Year who is indirectly supervised by a certified/licensed Speech/Language Pathologist.

POSITION DUTIES/RESPONSIBILITIES:

1. Screen all patients admitted to facility at no charge to the patient and/or the facility.
2. Evaluate patients with speech/language/swallowing disorders 24-48 hours after evaluation is ordered by the physician.
   a. Administer standardized and informal tests to evaluate the patient’s initial speech/language/swallowing status.
   b. Re-administer tests on a monthly basis to evaluate patient’s progress.
   c. Write narrative evaluation report on evaluation form and place in patient’s medical record for review and signature by physician within two visits.
3. Establish a plan of treatment based on the patient’s needs in conjunction with the referring physician. Treatment plan will specify the frequency of treatment, short and long term goals. Plan of treatment will be specified in evaluation report and/or monthly summaries.
4. Initiate therapy when ordered by the referring physician.
5. Schedule therapy sessions at the convenience of the patient, nursing staff, other members of the rehabilitation team, appropriate faculty staff, and the Speech-Language Pathologist.
6. Consult with Physician regarding each patient’s goals, treatment plan, discharges plan, and/or changes in patient status.
7. Complete interdisciplinary care plans and discharge plans of all patients who are seen for speech and/or swallowing therapy according to rehabilitation department policy.
8. Write weekly progress notes, 14-day progress notes, monthly summaries, and discharge summaries as per rehabilitation department policy.
9. Maintain ongoing Speech/Language Pathology records including progress reports and evaluations. These records will be filed in rehabilitation department.
10. Maintain daily attendance for monthly billing purposes. Separate sheets will be maintained for different billing categories such as Medicare Part A, Medicare Part B, Medicaid, or private. Attendance logs will be submitted to business office at the end of each month.
11. Plan and coordinate discharge of patients in accordance with facility policy.
12. Participate in patient care conferences and utilization review meetings as per rehabilitation departmental policy.
13. Provide clinical supervision and instruction of visiting students in a variety of paramedical professions.

14. Represent the Speech-Language Pathology Department in various joint staff meetings as deemed necessary by facility director.

15. Assist the facility director with departmental planning, programming, budgeting, marketing, and administration.

16. Understand and demonstrate an interdisciplinary team approach to individual patient care.

17. Demonstrates skill in the use and proper choice of speech therapy techniques, and treats patients effectively with good response.
   b. Shows appropriate therapist-patient rapport, explaining the treatments, discussing the reasons for speech therapy with patient, etc.
   c. Follows accepted precautions and contraindications for treatment.
   d. Utilizes appropriate therapeutic techniques.
   e. Shows awareness of discharge plans and patient home setting with regard to treatment.
   f. Shows skill in treatment planning for diagnosis requiring coordination between disciplines.
   g. Terminates patient’s services when maximum functional benefit from treatment has occurred.
   h. Exercise universal body fluid precautions during all patient contact.
   i. Adhere to infection control procedures in both evaluation and treatment processes and utilization of equipment and materials.
   j. Conduct in-service training both in and outside of the department as indicated by the facility director.
   k. Perform other related duties as assigned and/or necessary.
   l. Contact physician to obtain order for renewal, modification or discharge from treatment.
   m. Comply with Fire, Safety, and Emergency Procedures established by the facility.

18. Demonstrates knowledge of Medicare, Medicaid, and other insurer guidelines as related to rehabilitation in the nursing home setting.
   a. Accurately recommends a patient for Medicare status A, B, or D/C.
   b. Able to explain to nursing home personnel why patients are appropriate for a particular status.
   c. Documents appropriately when skilled speech therapy is rendered according to Medicare of other guidelines.
   d. Completess Medicaid authorizations appropriately and accurately.
   e. Understands thoroughly and documents appropriately according to reimbursement guidelines.
   f. Maintains awareness of new and updated insurer guidelines for speech and language therapy.

19. Performs all other duties and functions necessary for the maintenance of efficient, economic and quality operation of the department.
   a. Is neat and well groomed, projecting a professional appearance.
   b. Makes suggestions for department improvement and assists in development of these as appropriate.

20. Demonstrates leadership qualities.
   a. Utilizes support personnel where appropriate to perform activities not requiring a speech and language therapist.
   b. Appropriately instructs support personnel on patient care techniques as needed from day to day and for particular patients.
   c. Maintains a schedule for therapy services, which allows all patients who require treatment to be seen on a regular basis.
**EDUCATION AND TRAINING:**

Master’s Degree in Speech Therapy/Audiology from an accredited college plus licensed in the state of practice as Speech Therapist, be CPR certified, and provides an acceptable Criminal Record Check. One-year experience in rehabilitation setting preferred.

I have read and understood this job description.

__________________________                   ______ _______________________
Signature                                                        Please print name

__________________________
Date
4. (d) Supportive Personnel
ADMINISTRATIVE ASSISTANT POSITION DESCRIPTION

SUBJECT: ADMINISTRATIVE ASSISTANT POSITION DESCRIPTION

POSITION TITLE: ADMINISTRATIVE ASSISTANT

DEPARTMENT: REHABILITATION SERVICES

REPORTS TO: CLINICAL COORDINATOR AND REGIONAL DIRECTOR

POSITION SUMMARY

An Administrative Assistant works under close supervision of the clinical coordinator and the regional director, and performs tasks that do not require professional training or education. Assisting in designated rehab departments to meet therapists’ needs as well as routine needs.

MAIN FUNCTION

Assist the Regional Director/Clinical Coordinator in administrative duties.

POSITION DUTIES AND RESPONSIBILITIES

1. Receives work assignments of administrative tasks from the Regional Director/Clinical Coordinator.
2. Assist in creating lists for supplies necessary for use in various facilities.
3. Assists in maintenance of administrative record keeping systems.
4. Communicate and coordinates the needs of the Clinical Coordinator in a timely and constructive manner regarding the various facilities.
5. Assist in assuring that the various facilities comply with corporate and facility policies and procedures.
6. Maintains daily attendance log.
7. Maintains the neatness of Therapy Department.
8. Facilitate the wellness programs at the various facilities.
9. Assist in staffing and patient load at the various facilities so that the workload is equally divided.
10. Assist Therapists in the capacity of rehabilitation aide at the various facilities.

I have read and understood this Job Description.

_____________________________________________  _________________________
Signature of Administrator                                          Please Print Name

_____________________________________________
Date

Job Description Administrative Asst. 2005
REHABILITATION AIDE POSITION DESCRIPTION

SUBJECT: REHABILITATION SERVICES  
POSITION DESCRIPTION

TITLE: REHABILITATION AIDE

DEPARTMENT: REHABILITATION SERVICES

REPORTS TO: PHYSICAL THERAPIST AT FACILITY  
PHYSICAL THERAPY MANAGER

POSITION SUMMARY

A Rehabilitation Aide works under close supervision of the Therapists and performs tasks which do not require professional training or education. Transports patients from one place to another, sets up patients to be treated by Therapists, and performs duties assigned by Therapist. Ambulates patients on Restorative Nursing Program.

MAIN FUNCTION:

To assist the Therapists in administering treatments. Performs tasks to maintain the department in an orderly manner.

POSITION DUTIES/RESPONSIBILITIES:

1. Receives work assignments concerning preparation of tasks from the Therapists.
2. Obtains supplies necessary for use in Therapist's patient treatments.
3. Assists patients to dress or undress in preparation for treatment, maintaining patient’s modesty and dignity.
4. Assists Therapists during ambulation and gait training.
5. Observes patients and notifies Therapists of patient distress or malfunctioning equipment.
6. Maintains daily attendance log.
7. Maintains neatness of Therapy Department.
8. Transports patients safely to therapy and return patient to appropriate area after completion of therapy.
9. Assist in ambulation of patients assigned to Restorative Nursing Program under the supervision of Therapist and/or Nurse in charge.

I have read and understood this Job Description.

__________________________________________________________________________
Signature  Please print name

__________________________________________________________________________
Date

Job Description Rehab Aide 2003
5. 485.717 Rehabilitation Program
   a. Qualification of Staff

   See Section 4. (c) For Job Descriptions
   See Section 1. (b) For Licensure
6. 485.719 Arrangements for Physical, Occupational Therapy and Speech Language Pathology Services to be performed by Other than Salaried Organization Personnel


PLEASE NOTE; THE AGREEMENTS IN THIS SECTION ARE FOR EXAMPLE ONLY. THE EXECUTED PHYSICAL, SPEECH AND OCCUPATIONAL THERAPY CONTRACTOR AGREEMENTS ARE LOCATED IN THE HUMAN RESOURCES DEPARTMENT AT THE CORPORATE OFFICE.
PHYSICAL, SPEECH & OCCUPATIONAL THERAPY CONTRACTOR AGREEMENT

AGREEMENT, made this of _____ of _______ 2012 between THE WESTON GROUP, INC. hereinafter referred to as "Agency" and __________________, hereinafter referred to as "Contractor."

WHEREAS, Agency has determined that it is to the advantage and interest of Agency to avail itself of the Contractor's services in connection with the business of providing Physical, Occupational, and/or Speech therapy; and

WHEREAS, the Contractor desires to contract with Agency;

NOW THEREFORE, in consideration of the promises and mutual covenants herein set forth, the parties do hereby covenant and agree as follows:

1. RELATIONSHIP: Under this Agreement, the Contractor's relationship with Agency will be that of independent contractor, not an employee. Nothing contained herein shall be construed to create an employer-employee relationship between Agency and the Contractor. The Contractor shall assume and accept any and all responsibilities which are imposed upon an independent contractor by any statute, regulation, rule of law, or otherwise. The Contractor will be free to exercise his/her own professional judgment in providing professional services including the choice of time and manner of such services. As a consequence of Contractor's independent contractor status, Agency will not withhold on Contractor's behalf any federal or state income tax, social security, unemployment insurance or any like withholding. All such withholding taxes and other payments shall be Contractor's exclusive responsibility and Contractor hereby agrees to fully comply with any such withholding requirements.

2. DUTIES: The Contractor agrees to devote his/her best efforts and business time to rendering the services on behalf of Agency as outlined below. The Contractor agrees to comply with all of Agency’s oral or written policies, rules and regulations as determined by Agency. All correspondence by Contractor, to clients, shall be under Agency letterhead. Contractor agrees to provide the following services for Agency:
   A. Render skilled therapy services upon written referral by the attending physician.
   B. Screen patients to determine the necessity for ___________ Therapy.
   C. Evaluate the patient and formulate a treatment plan.
   D. Instruct other health team personnel and family members in methods of assisting the patient to improve and enhance the patient's independence.
   E. Document a plan of care in the patient's chart and provide services in accordance with the professional standards required for participation in the Medicare and Medicaid programs.
   F. Maintain quantitative and qualitative written documentation in the individual patient's chart of treatments, progress notes, and medical information forms in accordance with Federal, State, and Agency requirements.
   G. Participate in patient evaluation conferences, in patient care audit (Quality Assessment), and staff meetings and workshops as necessary.
   H. Furnish a letter of appeal to Medicare or any third party insurer upon denial of services.

6. CREDENTIALING: When required by Agency, it shall be a condition of Contractor's engagement to complete, sign and return all credentialing applications and associated paperwork, e.g. for Medicare or any provider networks for which the Agency provides services.

4. TERM: The term of this agreement shall begin on ___________ 2012. Agency may terminate this Agreement at any time for any reason or not reason, with or without cause, immediately by providing to Contractor written notice of the immediate termination of Contractor's engagement hereunder. Contractor
may terminate this Agreement without cause by providing to Agency thirty (30) days prior written notice of Contractor’s intent to terminate this Agreement.

5. **COMPENSATION:** The Contractor will be compensated at the rate of $_____ per Hour.

   Payment will be made within forty-five (45) days based on completion of the following requirements.

   A. The Contractor will submit at the end of each calendar month:

   1. A Statement indicating the names of patients seen for treatment and the dates they were seen;

   2. All completed evaluations, progress notes, medical information forms, and discharge summaries. All paperwork requiring a physician's signature must be initiated so as to be received by Agency in a reasonable length of time.

   B. As an independent contractor, Contractor will not be entitled to any benefits from Agency and shall be solely responsible for obtaining and paying for the Contractor’s own benefits as an independent contractor. The Contractor will be responsible for expenses incurred in transportation from his/her home to and from where patients may be located. He/She will be responsible for the payment of any and all federal, state, and municipal taxes upon his/her earnings.

6. **PROFESSIONAL STANDARDS:** All services rendered pursuant to this agreement shall only be rendered by persons duly licensed. Contractor shall provide Agency with copies of necessary personnel records for individual therapists as required by the State and Federal regulations upon the execution of this Agreement and thereafter each time that such license is renewed. Contractor shall immediately notify Agency in writing of any restrictions, suspensions, actions or any other oral or written notices received from any party in connection with Contractor's professional license(s).

7. **INSURANCE:** Contractor will provide Agency with proof of professional comprehensive liability insurance including malpractice and personal liability in the minimum amounts required by state law. In addition, Agency is to be named as "additional insured" on any and all such policies so as to be held harmless.

8. **SUPERVISE:** Contractor will maintain professional and administrative responsibility for services rendered within the scope of this agreement. This includes any necessary supervision either on site or by telephone in order to resolve any administrative difficulties.

9. **ACCESS:** For a period of four years after the Contractor provides service to Agency’s clients, the Secretary of Health and Human Services, the Controller General or their designee is to have access to the contract and to the Contractor's books and records necessary to verify the nature and extent of the costs of the services provided by the Agency.

10. **CONTRACTUAL OBLIGATIONS:** The Contractor agrees that he/she will not, unless authorized to do so by Agency in writing, make, draw, accept or endorse any contract, lease, promissory note, or other instrument requiring that payment of money by Agency, nor pledge the credit of Agency.

11. **RECORDS:** It is understood and agreed that at all times, the records of patients seen by the Contractor shall remain the sole property of Agency, and Agency shall have the exclusive right to their possession.

12. **RESTRICTIONS:** During the period of time which Contractor is employed by Agency and for a period of twenty-four (24) months thereafter, Contractor will not provide any professional services directly or indirectly, in any capacity whatsoever, whether as a therapist, supervisor, manager, director, officer, owner, shareholder, member, employee, independent contractor, agent or whatever, to any of the facilities, patients and/or contractor(s) or its/their respective successors or assigns, serviced by this Agency on the date on which this agreement terminates for any reason. In addition, Contractor will not directly or indirectly induce, solicit, entice, approach or enter into any oral or written arrangements or agreements during the term of this Agreement and for a period of twenty-four (24) months following its termination for any reason whatsoever to provide any professional services directly or indirectly, in any capacity whatsoever with any patient, facility, contractor or its/their successor(s) with whom Agency has an oral or written arrangement or agreement with during the term of this Agreement or with whom Contractor has come in contact with as a
result of Contractor’s employment with Agency during the term of this agreement. Contractor hereby acknowledges and agrees that, as permitted by state law, the Agency may obtain preliminary and permanent injunctive relief for a violation or threatened violation of any such restrictions without having to prove actual damages or to post a bond, and the Agency shall also be entitled to an equitable accounting of all earnings, profits and other benefits arising from such violation, which rights shall be cumulative and in addition to any other rights or remedies to which the Agency may be entitled in law or equity.

13. **HUMAN RIGHTS:** Pursuant to Human Rights, it is understood that Agency’s employment and service policies comply with Federal, State, and Local regulations including provisions in Title 6 and Title 7 of the Civil Rights Act, the Equal Employment Opportunities Act, the Equal Pay Act, the Age Discriminations Act, the Rehabilitation Act, section 504, the Pennsylvania Human Relations Act and Executive Order 11246 or equivalent act in state of engagement.

14. **ARBITRATION:** Any controversies or claims arising out of, or relating to this agreement or the breach thereof, shall be settled by arbitration in accordance with the then current rules of the American Arbitration Association in __________ County, __________ and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

15. **NOTICE:** Any notice required to be given pursuant to this agreement shall be in writing and sent by personal delivery, overnight mail or certified mail, return receipt requested, to Agency at its principal office or to the Contractor’s last known address.

16. **INVALID PROVISION:** The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and the agreement shall be construed in all respects as though such invalid or unenforceable provisions were omitted.

17. **INTERPRETATION:** This agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

18. **MODIFICATION:** This instrument constitutes the entire agreement between the parties and may be changed only by an agreement in writing signed by the parties.

19. **ASSIGNMENT:** This agreement may not be assigned by Contractor. This Agreement may be assigned by Agency without Contractor’s consent to another entity, including but not limited to any entity related to or affiliated with Agency.

6. **NON-DISCLOSURE AGREEMENT:** The contractor agrees that all information between themselves and Agency is considered confidential. Disclosing compensation information and any and all information regarding your personal engagement is forbidden. Contractor agrees that he or she will not, during the term of this Agreement and for a period of twenty-four (24) months following termination of this Agreement for any reason, directly or indirectly use such confidential information for his or her own benefit (including but not limited to the benefit of any future employer of Contractor, any individual or entity which engages Contractor as an independent contractor or agent, or any entity in which Contractor is an owner shareholder, member or partner) or disclose it to any person or entity for any reason. Contractor hereby agrees that the Agency may obtain preliminary and permanent injunctive relief for a violation or threatened violation of any such restrictions without having to prove actual damages or to post a bond, and the Agency shall also be entitled to an equitable accounting of all earnings, profits and other benefits arising from such violation, which rights shall be cumulative and in addition to any other rights or remedies to which Agency may be entitled to law or equity.

7. **USE OF CONTRACTOR INFORMATION:** Contractor hereby acknowledges and agrees that Agency may release disclose and/or share any and all information that it receives from Contractor and/or otherwise obtains in connection with or relation to Contractor to any individual or entity with whom Agency does business, including but not limited to facilities or other individuals or entities at which or for which Agency provides services, billing companies and third party payors. Contractor hereby agrees that he or she will provide any and all such information requested by Agency within two (2) business days of an oral or written request for such information by Agency.

8. **FURTHER ASSURANCES:** Contractor hereby agrees to execute and deliver all documents, instruments, etc., and take all actions necessary to consummate the transactions contemplated by this Agreement and to discharge, perform or carry out any of Contractor’s respective obligations and agreements hereunder.

9. **BILLING:** Contractor agrees not to bill any patient or any third party payor (including but not limited to health
insurance programs and facilities at which Agency provides services) for any services rendered pursuant to this Agreement. Agency shall have the sole right to bill and collect for all professional services rendered by the Contractor on behalf of the Agency, and if any payment for services rendered by Contractor is paid directly to Contractor, Contractor shall immediately remit such payments to Agency.

10. **REQUIRED PAPERWORK**: ALL required paperwork must be received prior to Contractor's first day of service. If Contractor begins servicing Agency's facilities before all required paperwork is received, payment of compensation to Contractor will be delayed until all information is in Agency's hands. This includes but is not limited to the following:

1. Contractor Agreement Information
2. Contractor Checklist Information
3. Reference Release and Contractor Reference Information
4. Medicare Paperwork (if applicable with copies of resume and college degree/transcripts)
5. Proof of Malpractice Insurance ($1,000,000/$3,000,000)
6. Proof of Workmen’s Compensation (with one or more employees)
7. NPI
8. Criminal Background Authorization
9. W-9
10. Current Professional License

***This contract's validity is pending the completion of the required Medicare Paperwork. If the required Medicare paperwork is not completed in its entirety and returned prior to agreement start date, this agreement will continue with a pending status.***

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above mentioned.

BY ________________________________    BY ________________________________
Representative of Contractor
THE WESTON GROUP, INC.
REHABILITATION SERVICES

Date
7. 485.721  Clinical Records

a. Protection of Clinical Record information
b. Content
c. Completion of Record and Centralization of Reports
d. Retention of Preservation
e. Indexes
f. Location and Facilities

PLEASE REFER TO THE PATIENT CARE PRACTICES AND PROCEDURES MANUAL
8. 485.723 Physical Environment

a. Safety of Patients
b. Maintenance of Equipment, Building, and Grounds
c. Other Environmental Consideration
8. (a) Safety of Patients
Physical Environment

**IMPORTANT**

PLEASE INSERT VERIFICATION OF STAFF TRAINING AND DRILLS

SPECIFIC TO THE FACILITY

Be sure to include proof of fire and procedure updates, medical emergency procedures (availability of physicians in case of emergency such as names, telephone numbers, and on-call times, security procedures, copy of floor plans, and copy of existing fire plans with location of exit signs, alarm box, etc.)
FIRE/DISASTER DRILL

Types of Drill:______________________________________________________

Date of Drill:_____________ Time:_____________

Length of Time to Clear Facility:_____________________________________

Person Running Drill:_______________________________________________

Staff Participating:
______________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________

Description of Drills:
______________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________

Corrective Action Plan:
______________________________________________________________
______________________________________________________________
______________________________________________________________
THE WESTON GROUP INC.
Rehabilitation Services
FIRE DRILL

By signing below, we hereby certify that a fire drill has been performed at the facility.

Acting Administrator

Acting/Alternate Administrator

Staff Member/Title

Staff Member/Title

Staff Member/Title

Staff Member/Title

Staff Member/Title

Staff Member/Title

Staff Member/Title

Staff Member/Title

Staff Member/Title

Staff Member/Title

Staff Member/Title

Staff Member/Title

Staff Member/Title

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Date
8. (b) Maintenance of Equipment, Building, and Grounds
Physical Environment

IMPORTANT

PLEASE INSERT VERIFICATION OF EQUIPMENT CALIBRATION

SPECIFIC TO THE FACILITY

Be sure to include proof of facility inspections.
9. 485.725 Infection Control

a. Infection Control Committee
b. Isolation Techniques
c. Housekeeping
d. Linen
e. Pest Control
INFECTION CONTROL COMMITTEE

An Infection Control Committee, consisting at minimum of the Facility Administrator and a Staff Therapist will meet on a semi-annual basis to insure adherence to the Infection Control Policy.

The Infection Control Committee will also meet on an emergency basis if there is a chance of cross-contamination or if a patient becomes infected from a pathogen located within the facility. The emergency policy will then be implemented.

Emergency Infection Control procedures will be implemented as an investigative tool to:

1) Locate the source of the pathogen
2) Stop the spread of the pathogen
3) Eliminate the pathogen from the facility

EMERGENCY INFECTION CONTROL PROCEDURES

1) The patient will be thoroughly interviewed to narrow down the source and area of the possible contact
2) Any area that the patient identifies as a possible source will be cultured using a swab stick
3) Swab sticks will be sent to a local laboratory for identification/report
4) The cleaning schedule will be reviewed to insure proper procedure, and staff will be assessed for proper cleaning technique
5) Staff in-services and policy review will be conducted as necessary
6) Laboratory results will be studied and subsequent action taken if necessary.
INFECTION CONTROL SEMI-ANNUAL MEETING

DATE:_____________________

ATTENDEES

________________________________________  ______________________________________

________________________________________  ______________________________________

MINUTES:

________________________________________

________________________________________

________________________________________

________________________________________

________________________________________

________________________________________

________________________________________
**Equipment And Work Area**

**Yes/No**

1. The patient’s hands are washed prior to equipment use.
2. Therapy equipment is regularly cleaned and disinfected.
3. Other equipment (i.e., counter top, sink, tables, etc.) is regularly cleaned.
4. Splints, wrist supports, and other individually tailored equipment is not re-used.
5. Treatment tables are covered with clean linen and changed between each patient. If linen is not used, the table is cleaned with disinfectant between patients.
6. The whirlpool is cleaned and disinfected between patients.
7. Hydrotherapy equipment that has not been used for a month is disinfected prior to use to eliminate residue that may harbor contaminants.
8. Disinfectant sprays are labeled and stored in a locked cabinet.

**Linen**

1. Linen on mats and pillows are changed after each patient.
2. Soiled linen is kept in a covered container, lined with a plastic bag and emptied daily.
3. Hot pack covers are allowed to dry thoroughly each day and are laundered every two weeks, or at least monthly. Clean towels are used for each patient.
4. Clean linen is stored in covered carts or closets with shelves at least 8” off the floor.
**Isolation Precautions**

Y/N 1. In cases of known or unsuspected infection, the following procedures are observed according to isolation precautions:

Infectious patients are scheduled last if possible.
Used equipment is cleaned and disinfected immediately after use.
For patients who must remain in their room, therapy is adapted to accommodate the patient.
Contaminated linen is bagged and placed in appropriate bins within the laundry room.
Appropriate barriers are worn as needed such as face mask, gloves, gown, and goggles.

**Personnel**

Y/N 1. Personnel are oriented to all aspects of Infection Control.

Y/N 2. Personnel do not work in direct care if they have symptoms of a common cold or other communicable diseases.

Y/N 3. Personnel screen visitors and volunteers and instruct them in proper hand washing if they are to be involved in the treatment session.

Y/N 4. Personnel attire is appropriate such as clean hands, trimmed and cleaned fingernails, hair is clean and restrained (if necessary), clothing is clean and neat, hygiene is sufficient to eliminate body odor, and minimal amount of jewelry worn.

Y/N 5. Personnel scrub fingers, nails, and under rings/jewelry during hand washing.


Y/N 7. Personnel comply with facility and The Weston Group's policies for Infection Control.

Y/N 8. Personnel demonstrate appropriate actions preparing, consuming, handling, and storing food.
Y/N  9. Personnel receive a PPD test or chest x-ray every year, or as indicated.

Y/N  10. Personnel know appropriate steps to follow if exposed to bodily fluids.

Record known or suspected infections of patients on the therapy caseload that required UPS (for the months in question only). Were emergency Infection Control procedures instituted and, if so, what was the outcome for each case.
This is to verify that all policies contained within the Infection Control Policies and Procedures are up-to-date and reflect the current practices of The Weston Group, Inc. By signing below, we hereby certify that we have been trained in the Infection Control Policies and Procedures.

Acting Administrator

Acting/Alternate Administrator

Staff Member/Title

Staff Member/Title

Staff Member/Title

Staff Member/Title

Staff Member/Title

Staff Member/Title

Staff Member/Title

Staff Member/Title

Staff Member/Title
SUBJECT:   REHABILITATION SERVICES INFECTION CONTROL  PROCEDURE

Policy: To prevent infection and/or cross contamination of patients treated in Rehabilitation Therapy. Universal Precautions (UP) shall be utilized when transporting and handling patients with open wounds, when removing and/or applying dressings and soiled clothing, and when coming in contact with all body fluids.

Universal Precautions information (see attached).

Procedure:

Transportation of Patients
Transporter will be attired appropriately, according to UP for the specific disease/condition. Patient will have affected area covered during transportation. Seat or surface of transport equipment will be covered by a sheet.

Handling of wound dressings and soiled clothing
Gloves will be worn when handling all dressings and soiled clothing.
Gown and/or mask will be worn appropriately according to UP.
Dressings will be disposed of in a plastic garbage bag, sealed and placed in an additional plastic garbage bag for disposal.
Soiled clothing and linens will be placed in laundry hampers. If the patient is in isolation, linens and clothing will be placed in the patient’s isolation lined hamper.

Application of wound dressing
Wash hands.
Don gloves (mask and/or gown, if appropriate).
Prepare all dressing materials for application.
Apply topical ointment to wound, if ordered, using tongue depressor or cotton swab, moving outward from the center of the wound to its edge.
Discard the applicator in disposal bag.
Place dressing on wound and secure.
Dispose of gloves, gown, mask in appropriate disposal bags.
Wash hands thoroughly.

Exercise Table and Equipment
Mat table and pillows or wedges will be lined with sheets and pillowcases prior to patient use.
Following treatment sessions, linens will be removed and placed in laundry hamper.
Table will be cleaned with appropriate cleanser and wiped dry.
Exercise equipment will be cleaned as per exercise cleaning schedule.
GENERAL PRINCIPLES OF INFECTION CONTROL PRECAUTIONS:

All patients are treated as if infected with a blood-borne pathogen.

Universal Precautions are equivocal for all patients.

Protective Apparel: gowns, gloves, masks, aprons and protective eyewear are available.

Gloves will be worn when direct contact with blood, body fluids, tissues, feces, urine, sputum, wound drainage, secretions, lesion/rash or vomit is anticipated.

Hand washing will be done when hands are contaminated with blood or body fluids and immediately after glove removal.
UNIVERSAL PRECAUTIONS

Universal Precautions, as defined by the Centers for Disease Control (CDC), stresses protective measures to prevent parenteral, mucous membrane, and non-intact skin exposures of health-care workers to blood-borne pathogens in the workplace. They are intended to supplement, rather than replace, recommendations for routine infection control. It is important to realize that implementation of universal precautions does not eliminate the need for other disease specific precautions. It is the responsibility of each health care worker to exercise individual judgment regarding the implementation of standards for consistent use of appropriate barriers based on the procedures being performed and the type of exposure anticipated.

An understanding of two interrelated components on which the precautions are based is necessary to ensure proper adherence to the guidelines:

The specified blood/body fluids of ALL PATIENTS are to be treated as potentially infectious for human immunodeficiency virus (HIV), hepatitis B virus (HBV), and other blood-borne pathogens, regardless of diagnosis.

BODY FLUIDS TO WHICH UNIVERSAL PRECAUTIONS APPLY:

A. Blood
B. Body fluids containing visible blood
C. Semen
D. Vaginal secretions
E. Cerebrospinal fluid
F. Pericardial fluid
G. Peritoneal fluid
H. Synovial fluid
I. Amniotic fluid
J. Tissues

- Blood is the single most important source for HIV, HBV, and other blood-borne pathogens in the occupational setting.

While awareness of the body fluids to which UP apply is necessary, it may also be beneficial to mention body fluids to which UP do not apply, as long as they do not contain visible blood:

Feces, Urine, Sweat, Sputum, Vomit, Tears

2. The second component to the precautions' system focuses on precautions used to prevent transmission of pathogens present in body fluids other than blood. Essentially, there will be four levels of precautions:

- Air-borne
- Skin contact
- Viral hemorrhagic fever
- Universal Precautions applicable to all patients.

The common goal of the precautions system will be to reduce the risk of transmission of all infections among Facility personnel and other patients.
HAND WASHING TECHNIQUE

Hands must be washed between patients, before and after any procedure, and after handling any contaminated material. The following procedure should be used for a thorough cleaning of hands.

1. Turn the faucet on and adjust the water temperature.
2. Wet the hands and wrists, keeping the hands pointing down.
3. Apply soap or other cleanser.
4. Work soap into a lather, getting the soap between the fingers and under the nails. Use a vigorous rotating and scrubbing motion for one full-time minute, as friction assists in destroying bacteria. Wash at least 2 inches above the wrist.
5. Rinse hands well, keeping the hands and fingers pointing down under running water.
6. Dry hands thoroughly.
7. Use a paper towel to turn faucet off.
8. Discard the paper towel in wastebasket. If there is a door to open, save the paper towel.
RED BAG POLICY

In those facilities where wound care is being performed on a regular basis, a Red Bag Policy will be in effect.

A Red Bag is the universal way in which health care providers store and dispose of contaminated waste.

All contaminated material will be placed in a Red Bag located in a designated disposal unit. Once the bag is filled to capacity, the Red Bag will be secured at the opening and placed in the hazardous material container.

If the clinic is located within a medical complex, the Bag will be included with the building's hazardous material container.

If the clinic is located within an assisted living facility, the materials will be included with the facility's contaminated materials.

When handling any waste materials, the employee should always wear gloves.

RED BAG PROCEDURE

1. Any material that has a bodily fluid, as described by the Universal Precautions on it should be contained within a red bag.
2. Needles or other sharp instruments should be discarded in the Red Box designated by the facility for hazardous waste.
3. Items that are to be treated should be placed in a separate red bag than items that is to be discarded. For example, linen with blood on them (to be treated) should be separated from paper towels that have blood on them (to be properly discarded).
4. Red Bags should be removed daily from the therapy area and placed in the appropriate bins designated by the facility.
5. Gloves should be worn at all times when bagging materials.
9. (c) Housekeeping

REFER TO CONTRACT WITH SITE WHICH PROVIDES HOUSEKEEPING SERVICE. IF THERE ARE NO ARRANGEMENTS MADE WITH THE FACILITY, EACH SITE WILL HAVE THEIR OWN POLICY AND PROCEDURE.

A GENERAL HOUSEKEEPING POLICY WILL BE FOLLOWED IF NO OTHER POLICIES ARE IMPLEMENTED.
HOUSEKEEPING

The Weston Group, Inc. will contract with the Facility to perform housekeeping duties. An addendum to the facility agreement will be executed in the Medicare Policy and Procedure Manual under the section entitled “Housekeeping”. If there is no addendum, below are the policies and procedures:

**Standard**
Wellness room and treatment room are clean and odor free.

**Policy:**
The Weston Group staff will wipe down all equipment on treatment days, and/or after each patient use. All linens are placed in a covered hamper and taken to be laundered as needed at on-site location. All vacuuming and trash needs are met by the Facility staff on an as needed basis. This could occur more than once within a twenty-four hour period.
9. (d) Linen
1. All linen will be replaced after each patient treatment has been completed.

2. Dirty linen will be placed in a covered hamper with laundry to be removed from the therapy clinic at the end of each workday and placed in the Facility’s laundry bins.

3. No linen should be stored or sorted on the floor.

4. Daily soiled laundry is cleaned via Facility’s laundry services as per agreement.

5. Contaminated material is Red bagged and placed in appropriate barrels within the laundry room.

6. Laundry services will ensure that an adequate supply of fresh linen is maintained and that the contaminated linen is removed daily in secure Red bags.

7. The Facility Administrator will be responsible for the supervision of laundry services. In his/her absence, the role will be assigned to a therapist, assistant, or aide.
9. (e) Pest Control
INFECTION CONTROL

IMPORTANT

PLEASE INSERT PEST CONTROL AGREEMENT

SPECIFIC TO THE FACILITY
10.485.272 Disaster Preparedness

a. Disaster Plan
b. Staff Training and Drills
10. (a) Disaster Plan
IMPORTANT

PLEASE INSERT DISASTER PLAN SPECIFIC TO THE FACILITY
10. (b) Staff Training and Drills
FIRE/DISASTER DRILL

Types of Drill:_____________________________________________________________________

Date of Drill:_________ Time:_________

Length of Time to Clear Facility:_____________________________________________________

Person Running Drill:_______________________________________________________________

Staff Participating:
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Description of Drills:
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Corrective Action Plan:
______________________________________________________________________________
______________________________________________________________________________
THE WESTON GROUP INC.
Rehabilitation Services
FIRE DRILL

By signing below, we hereby certify that a fire drill has been performed at the facility.

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<th>Date</th>
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HURRICANE/TORNADO/FLOOD

When a watch is announced:

• During these hours, staff stays tuned to the local radio or television station for the latest updates on the weather.

When a warning is announced:

• All staff is notified of the weather condition.

• Administrator/Manager will decide on whether or not to close clinic.

• Administrator will contact local radio station to have closure announced.
GENERAL RULES FOR NATURAL DISASTER

1. KEEP CALM.
2. Safety of the patient is of primary importance.
3. Chain of command is followed.
4. Do not use elevator during an evacuation caused by fire or other emergency.
5. Never use upward vertical evacuation during a fire or other emergency.
6. Always ensure the evacuated area is safe.
7. Re-entry into evacuated areas is not allowed until area is determined to be safe.
8. The Administrator contacts the Regional Director for assistance in dealing with news media.
9. Resume normal routine as soon as possible.

REMEMBER, IT IS BETTER TO BE SAFE THAN SORRY.
BOMB THREATS CONTINGENCY PLAN

Preventive Considerations

All employees should be alert to unauthorized and suspicious persons in the building. Never should anyone other than a management and/or maintenance personnel or serviceman be in the boiler room, electrical rooms and maintenance areas. Do not hesitate to verify persons in these areas. If you feel someone is in an unauthorized area, notify the Manager or person in charge immediately.

Telephone Procedures

Keep the caller on the line as long as possible. Ask the caller to repeat the message. Record every word spoken by the person making the call. Record time call was received and terminated. Ask the caller to state his name.

If the caller does not indicate the location of the bomb or the time of possible detonation, the person receiving the call should ask the caller to provide this information.

It may be advisable to inform the caller that the building is occupied and the detonation of the bomb could result in death or serious injury to many innocent people.

Listen for any strange or peculiar background noises such as motors running, background music and the type of music and any other noises which might give even a remote clue as to the place from which the call is being made.

Determine whether the voice is male or female and listen for accents and speech impediments. Immediately after the caller hangs up, the person receiving the call should report this information to the Police Department. (Phone: ), and prepare a personal memorandum of all details of the episode while they are fully recalled.

Where Caller ID is an option, print the number by the phone with the procedure.

The Administrator and the Police Department are notified immediately.

Staff does not discuss the nature or contents of the phone calls with
BOMB THREAT VIA MAIL

If the threat is received in writing, fax, or e-mail, the letter and envelope are immediately placed in a plastic bag and otherwise protected from further handling.

The Administrator and the Police Department are immediately notified.

Staff does not discuss the nature or contents of the letter with anyone but the Administrator and the Police.

Evacuation Procedures

The Administrator or person in charge evacuates the entire building. If evacuation is ordered, the evacuation routes and procedures in the Fire Plan are followed.
EXPLOSION

If an explosion takes place within the facility:

- The Fire and Disaster Plan is immediately implemented.
- The Fire Department is telephoned since the fire alarm system may not be working.
- Provide the search team with floor plan.
- The Disaster Call list is implemented.
- Patients are evacuated.
- Damaged or potentially damaged utilities such as natural gas, electricity and water are turned off at main controls.
- All victims are triaged.
- Secure area until the police arrives.
- Hospitals are notified and given the estimated number of casualties and types of injuries.

Before building is cleared, all utilities are restored and/or appropriate public service department inspects all areas of the facility for damage.
11. 485.729 Program Evaluation

   a. Clinical Record Review

   b. Annual Statistical Evaluation
11. (a) Clinical Record Review
IMPORTANT

PLEASE INSERT COMPLETED QUARTERLY QUALITY ASSURANCE FORMS

SPECIFIC TO THE FACILITY
QUALITY ASSURANCE RECORD REVIEW FORM

INSTRUCTION SHEET

1. DATE: Enter the date the review is completed.

2. FACILITY: Enter the facility the record is from, i.e. where was the patient treated.

3. AUDITED BY: Enter the name of the person completing the audit. Please be sure it is legible.

4. Put either the patient name or record number in the box indicated. If you have any comments, please refer to the appropriate chart number (1, 2, 3, 4, or 5) in the comment section.

5. Indicate Y for yes, N for no, and N/A for not applicable for each item for each record. If you are reviewing a record that had multiple therapies involved, please split the box and perform the audit on both discipline's documentation.

6. On the last item, ICD-9 Codes, please verify that the ICD-9 code(s) and description(s) on the 700 and 701 forms match the billing logs.

7. Any particular comments you may have when you review the records, please put on the comments section, page 2, of the form. Please identify the comments by the appropriate chart number.
QUARTERLY QUALITY ASSURANCE SUMMARY FORM

INSTRUCTION SHEET

Once you do the QA Record Reviews, the QA Quarterly Summary will show the aggregated data for the quarter. From this form, opportunities for improvement will be identified. Once these are known, this form is completed. This is the form that the regional managers and the Health Information/Medicare Specialist will complete together.

1. Date of FOLLOW-UP Review: This is the date when the manager would report back to the committee.

2. Facility: Identify the facility that the summary applies to. If this is a region-wide issue, please state that here.

3. FINDINGS: Provide a synopsis of the issues identified from the QA quarterly summary of aggregate data.

4. Manager: Please put your name here

5. Date of SUMMARY: This is the date you are completing the summary.

6. Identified Problem: This is a brief description of the issue.

7. Plan of Correction: This is what you are going to do about the issue identified.

8. Responsible Party: This is who is going to assure that the plan of correction is carried out.

9. Target Date of Completion: This is the date you hope to have the plan of correction completed.
11. (b). Annual Statistical Evaluation

PLEASE INSERT THE CURRENT ANNUAL STATISTICAL EVALUATION UPON RECEIPT FROM CORPORATE ON ANNUAL BASIS
Policy: This report will be completed by the corporate office on an annual basis.

Procedure: The statistical information in the following remit will be accumulated and evaluated to perform systematic evaluations of our total program.
12. Form CMS-1893 (12-08) Outpatient Physical Therapy-Speech Pathology Survey Report

UTILIZE WHEN PERFORMING MOCK SURVEYS
13. Therapy Services Agreement

Insert the therapy services agreement (lease with the facility) in this section.
14. Board Meetings
CORPORATE MINUTES of

THE WESTON GROUP, INC.

The Board of Directors of the Weston Group, Inc. consisting of Randall A. Weston held an Annual Corporate meeting on December 6, 2011 through December 8, 2011 with most sessions being held at the Corporate Office 2222 Sullivan Trail, Easton, PA.

Invited to participate in all sessions and assist the Board were Vice President of Operations Harriet Collier, O.T., Vice President of Operations Pat Kubany, O.T. and Roger Berkley P.T.

During the sessions conducted on December 6, 2011, the participants discussed and reviewed the existing Corporate structure and possible modifications. Mr. Weston started with an Organizational chart overview.

Thereafter there was a review of the Salary levels in the organization as Vice Presidents, Regional Directors, etc. each person was asked to review or identify current employees as to their ability for advancement and both the current internal and external needs for the new year.

The Vice Presidents then reported on their plans to review the performance at each of the locations under their supervision and the performance of each of their RDOs.

To conclude the first day of the meeting, the Board by Mr. Weston reviewed the Company’s achievements in 2011 and noted that the Managerial adjustment had been accomplished, the Compliance Committee had been revitalized, there was an increase in accountability with appropriate checks and balances including Financial system tracking and time entry for all including travelers and PRN staff.

During the morning of December 7, 2011, the Board reconvened with the same participants and with Dennis A. DeEsch, Corporate Counsel conducted a complete review of the Medicare Policy and Procedure Manual. Multiple revisions and changes were discussed. The Board directed that a draft of those revisions be prepared for consideration by the Board for Final approval at a future special meeting. It is the desire of the Board that same be able to be adopted and circulated within the 1st Quarter of 2012.

In the afternoon of December 7th, the Board conducted a review of the financial aspects of the Company. Total revenues were projected to the end of 2011 and compared to both 2009 and 2010. Although the revenues were less than the goal established by the board, the Board was pleased to note that revenues had increased by approximately 11% when they had actually decreased from 2009 to 2010. However this increase was more than made up for (on a percentage basis) by an increase in expenses and reductions in collections so that projected gross profits actually decreased. The Board concluded the session by reviewing the revenue versus expenses for each area under the respective Regional Director. There was a discussion as to the bonus structure, how that had developed historically and Mr. Weston was assigned to visit with each RDO to review performance in 2011 and establish goals and expectations for 2012.

On December 8, 2011, the Board again reconvened with Mr. Weston, Ms. Collier, Ms. Kubany and Mr. Berkley and undertook to review the Training and marketing materials that were currently being stored on the Corporate Computer Server.

This was followed by a discussion as to how to adjust services in a skilled nursing facility to meet the current climate while keeping quality treatment as our polestar.

The Board then attempted to set certain goals to be achieved in 2012:

1. Develop a Marketing Team to bolster name identification
2. Establish a more comprehensive recruiting division
3. Update and improve the Quality Assurance Program
4. Establish an International Therapy Program
5. Continue efforts to develop a detailed digital documentation system (IMPR).

The Board concluded the meeting by reappointing and electing Randall A. Weston as the sole Board member, President/CEO, and Sec/Treasurer of the Corporation to serve until others are elected or appointed to serve in his place and stead.

The meeting was then adjourned.

Respectfully submitted,

Randall A. Weston, Secretary
The Weston Group, Inc.
15. Committee Meetings
16. **Code of Ethics**  
a. Physical Therapy  
b. Speech Therapy  
c. Occupational Therapy
AMERICAN PHYSICAL THERAPY ASSOCIATION  
Code of Ethics

PREAMBLE

PRINCIPLE 1
A physical therapist shall respect the rights and dignity of all individuals and shall provide compassionate care.

PRINCIPLE 2
A physical therapist shall act in a trustworthy manner towards patients/clients, and in all other aspects of physical therapy practice.

PRINCIPLE 3
A physical therapist shall comply with laws and regulations governing physical therapy and shall strive to effect changes that benefit patients/clients.

PRINCIPLE 4
A physical therapist shall exercise sound professional judgment.

PRINCIPLE 5
A physical therapist shall achieve and maintain professional competence.

PRINCIPLE 6
A physical therapist shall maintain and promote high standards for physical therapy practice, education and research.

PRINCIPLE 7
A physical therapist shall seek only such remuneration as is deserved and reasonable for physical therapy services.

PRINCIPLE 8
A physical therapist shall provide and make available accurate and relevant information to patients/clients about their care and to the public about physical therapy services.

PRINCIPLE 9
A physical therapist shall protect the public and the profession from unethical, incompetent, and illegal acts.

PRINCIPLE 10
A physical therapist shall endeavor to address the health needs of society.

PRINCIPLE 11
A physical therapist shall respect the rights, knowledge, and skills of colleagues and other health care professionals.
Code of Ethics Is Revised

In November 2001, the Legislative Council (LC) approved revisions to the Code of Ethics. Rules of Ethics have been added and/or modified pertaining to the representation of credentials of assistants, delegation of tasks to assistants, provision of clinical services correspondence and telecommunication, referrals based on personal financial interest, sexual harassment, sexual activities with persons over whom one exercises professional authority, and plagiarism. The revised Code of Ethics can be downloaded from ASHA's professional Web site at http://professional.asha.org/resources/ethics_index.cfm and is also available by calling the Action Center at 800-498-2071 or requesting it via Fax-on-Demand at 877-541-5035.

Most ASHA certificate holders, members, clinical fellows, and applicants for ASHA membership or certification (all of whom must abide by the ASHA Code of Ethics) are unaware of the lengthy process a code revision entails. It is and should be a careful, considered process. After all, it is a profession's code of ethics that forms standards of professional conduct, demonstrates a profession's and a professional's willingness to police themselves and enforce standards of conduct, gives guidance and support to the professional, informs the consumers and professionals about the kind of cooperation they have a right to expect, and serves as a guide to ethics committees (see History of Health-Care Ethics. [2000]. Seminars in Hearing, 21[1], 3-20).

The ASHA BOE can only propose revisions to the LC. The board studies the code in light of professional practices and trends in violations to determine if changes are warranted. It deliberates ideas for changes; drafts revisions; and conducts select and widespread peer review by ASHA members, ASHA committees and boards, directors of academic programs, allied and related professional organizations, state associations, and state licensure boards. The BOE analyzes feedback, makes further revisions based on comments received, and then prepares the resolution with the final proposed revisions to go to the LC for deliberation. This last step is, in a sense, the final peer review because Legislative Councilors seek and receive input from their constituents and hear opinions expressed in the membership forum before they vote.

The contributions of the current BOE members, and those members from 1999 and 2000—Charles Anderson, Lynne C. Brady Wagner, Dean Garstecki, Sandy Friei-Patti, Leonard LaPointe, Jean Lovrinic, and Elaine Sands—who developed earlier drafts of the revisions, were invaluable in bringing the code revisions to fruition.

Research and Ethics

The BOE has embarked on another code revision study addressing research-related issues. The present code contains five specific references to ethics in research. One concerns the protection of rights and the welfare of human subjects. These are two
references relating to the ethics of public statement about research results. Two other references pertain to publications and presentations and the assigning of credit to contributors and referencing sources when using other people's ideas.

To date, the BOE has received communications from the former and current ASHA vice presidents for research and technology; heard a presentation from Herbert Baum, ASHA's former chief of staff for science and research; had some of its members attend the May 2001 ASHA-sponsored conference, "Promoting Research Integrity in Communication Sciences and Disorders and Related Disciplines"; and has a subcommittee chaired by Charissa Lansing reviewing identified research ethics issues and drafting code revisions that will more potently address ethics in research. It is anticipated that these proposed revisions will be sent out this year for select and widespread peer review and member input.

Ethics Education – A Critical Role

The BOE is charged with developing educational programs and materials on ethics for distribution to members and certificate holders, to academic programs, and to other agencies and associations. To that end, the board is engaging in strategic planning to explore and create new initiatives. The Ethics Education Subcommittee spearheaded this process by conducting an extensive review of our current education activities and making recommendations for changes. Some changes are already underway, some you will see in the near future, and some, especially those requiring significant financial resources, will be longer in coming to fruition. The board is already working as a resource to the Council for Clinical Certification (CFCC) and the Council on Academic Accreditation (CAA) in Audiology and Speech-Language Pathology on the implementation of the new Standard 111-F, which requires applicants for the CCC in speech-language pathology to demonstrate knowledge of standards of ethical conduct.

Also, in conjunction with the CFCC as it works on the implementation of registration of speech-language pathology assistants (SLPAs), a subcommittee of the board is exploring means of guiding ethical behavior of SLPAs. Supervisors have ultimate responsibility for the ethical conduct of ASHA-registered SLPAs. Another subcommittee of the BOE is working with the CAA to identify indicators of ethics education in curricula that will be used by academic accreditation site visitors.

The Ethics Roundtable, which appears on ASHA's Web site, is a discussion forum for current issues in ethics. It is an excellent teaching tool, as well as a resource for Clinicians who may be faced with an ethical dilemma. The roundtable encourages debate and commentary and serves to point out that there may be more than one answer to an ethical problem.

ASHA's Issues in Ethics Statements are statements of instruction and guidance that are prepared by the BOE. They analyze a specific issue of ethical conduct, discuss how the board addresses the issue, and offer guidance for members and certificate holders in ethical decision making. Issues in Ethics Statements are published in the ASHA Desk Reference as well as on ASHA's Web site. There are 15 Issues in Ethics
Statements. (Nine have been recently revised; the others are currently under revision.) Examples of issues covered are conflicts of interest, reimbursement for clinical services, ethics in research, and jurisdiction of the ASHA BOE. Finally, there is a new statement that focuses on confidentiality of client/student/patient information and relationships with colleagues.

PRINCIPLE 10

A physical therapist shall endeavor to address the health needs of society.

10.1 Pro Bono Service

A physical therapist shall render pro bono publico (reduced or no fee) services to patients lacking the ability to pay for services, as each physical therapist's practice permits.

10.2 Community Health

A physical therapist shall endeavor to support activities that benefit the health status of the community. See Section 3.

PRINCIPLE 11

A physical therapist shall respect the rights, knowledge, and skills of colleagues and other healthcare professionals.

11.1 Consultation

A physical therapist shall seek consultation whenever the welfare of the patient will be safeguarded or advanced by consulting those who have special skills, knowledge and experience.

11.2 Patient/Provider Relationships

A physical therapist shall not undermine the relationship(s) between his/her patient and other healthcare professionals.

11.3 Disparagement

Physical therapists shall not disparage colleagues and other healthcare professionals. See Section 9 and Section 2.4.A.
PREAMBLE

The American Occupational Therapy Association's Code of Ethics is a public statement of the common set of values and principles used to promote and maintain high standards of behavior in occupational therapy. The American Occupational Therapy Association and its members are committed to furthering the ability of individuals, groups, and systems to function within their total environment. To this end, occupational therapy personnel, including all staff and personnel who work and assist in providing occupational therapy services, (e.g., aides, orderlies, secretaries, technicians) have a responsibility to provide services to recipients in any stage of health and illness who are individuals, research participants, institutions and businesses, other professionals and colleagues, students, and to the general public.

The Occupational Therapy Code of Ethics is set of principles that apply to occupational therapy personnel at all levels. These principles to which occupational therapists and occupational therapy assistants aspire are part of a lifelong effort to act in an ethical manner. The various roles of practitioner (occupational therapist and occupational therapist assistant), educator, fieldwork educator, clinical supervisor, manager, administrator, consultant, fieldwork coordinator, faculty program director, researcher/scholar, private practice owner, entrepreneur, and student are assumed.

Any action in violation of the spirit and purpose of this Code shall be considered unethical. To ensure compliance with the Code, the commission on Standards and Ethics (SEC) establishes and maintains the enforcement procedures. Acceptance of membership in the American Occupational Therapy Association commits members to adherence to the Code of Ethics and its enforcement procedures. The Code of Ethics, Core Values and Attitudes of Occupational Therapy Practice (AOTA, 1993), the Guidelines to the Occupational Therapy Code of Ethics (AOTA, 1998) are aspirational documents designed to be used together to guide occupational therapy personnel.

Principle 1. Occupational therapy personnel shall demonstrate a concern for the well-being of the recipients of their services. (beneficence)

1. Occupational therapy personnel shall provide services in a fair and equitable manner. They shall recognize and appreciate the cultural components of economics, geography, race, ethnicity, religious and political factors, marital status, sexual orientation, and disability of all recipients of their services.

2. Occupational therapy practitioners shall strive to ensure that fees are fair and reasonable and commensurate with services performed. When occupational therapy practitioners set fees, they shall set fees considering institutional, local, state, and federal requirements, and with due regard for the service recipient's ability to pay.

3. Occupational therapy personnel shall make every effort to advocate for recipients to obtain needed services through available means.

Principle 2. Occupational therapy personnel shall take reasonable precautions to avoid imposing or inflicting harm upon the recipient of services or to his or her property. (no maleficence)

1. Occupational therapy personnel shall maintain relationships that do not exploit the recipient of
services sexually, physically, emotionally, financially, socially, or in any other manner.

2. Occupational therapy practitioners shall avoid relationships or activities that interfere with professional judgment and objectivity.

Principle 3. Occupational therapy personnel shall respect the recipient and/or their surrogate(s) as well as the recipient's rights. (autonomy, privacy, confidentiality)

1. Occupational therapy practitioners shall collaborate with service recipients or their surrogate(s) in setting goals and priorities throughout the intervention process.

2. Occupational therapy practitioners shall fully inform the service recipients of the nature, risks, and potential outcomes of any interventions.

3. Occupational therapy practitioners shall obtain informed consent from participants involved in research activities and indicate that they have fully informed and advised the participants of potential risks and outcomes. Occupational therapy practitioners shall endeavor to ensure that the participant(s) comprehend these risks and outcomes.

4. Occupational therapy personnel shall respect the individual's right to refuse professional services or involvement in research or educational activities.

5. Occupational therapy personnel shall protect all privileged confidential forms of written, verbal, and electronic communication gained from educational, practice, research, and investigational activities unless otherwise mandated by local, state, or federal regulations.

Principle 4. Occupational therapy personnel shall achieve and continually maintain high standards of competence. (duties)

1. Occupational therapy practitioners shall hold the appropriate national and state credentials for the services they provide.

2. Occupational therapy practitioners shall use procedures that conform to the standards of practice and other appropriate AOTA documents relevant to practice.

3. Occupational therapy practitioners shall take responsibility for maintaining and documenting competence by participating in professional development and educational activities.

4. Occupational therapy practitioners shall critically examine and keep current with emerging knowledge relevant to their practice so they may perform their duties on the basis of accurate information.

5. Occupational therapy practitioners shall protect service recipients by ensuring that duties assumed by or assigned to other occupational therapy personnel match credentials, qualifications, experience, and scope of practice.

6. Occupational therapy practitioners shall provide appropriate supervision to individuals for whom the practitioners have supervisory responsibility in accordance with Association policies, local, state and federal laws, and institutional values.
7. Occupational therapy practitioners shall refer to or consult with other service providers whenever such a referral or consultation would be helpful to the care of the recipient of service. The referral or consultation process should be done in collaboration with the recipient of service.

Principle 5. Occupational therapy personnel shall comply with laws and Association policies guiding the profession of occupational therapy.

1. Occupational therapy personnel shall familiarize themselves with and seek to understand and abide by applicable Association policies; local, state, and federal laws; and institutional rules.

2. Occupational therapy practitioners shall remain abreast of revisions in those laws and Associations policies that apply to the profession of occupational therapy and shall inform employers, employees, and colleagues of those changes.

3. Occupational therapy practitioners shall require those they supervise in occupational therapy related activities to adhere to the Code of Ethics.

4. Occupational therapy practitioners shall take reasonable steps to ensure employers are aware of occupational therapy's ethical obligations, as set forth in this Code of Ethics, and of the implications of those obligations for occupational therapy practice, education, and research.

5. Occupational therapy practitioners shall records and report in an accurate and timely manner all information related to professional activities.

Principle 6. Occupational therapy personnel shall provide accurate information about occupational therapy services. (veracity)

1. Occupational therapy personnel shall accurately represent their credentials, qualifications, education, experience, training, and competence. This is of particular importance for those to whom occupational therapy personnel provide their services or with whom occupational therapy practitioners have a professional relationship.

2. Occupational therapy personnel shall disclose any professional, personal, financial, business, or volunteer affiliations that may pose a conflict of interest to those with whom they may establish a professional, contractual, or other working relationship.

3. Occupational therapy personnel shall refrain from using or participating in the use of any form of communication that contains false, fraudulent, deceptive, or unfair statements or claims.

4. Occupational therapy practitioners shall accept the responsibility for their professional actions which reduce the public's trust in occupational therapy services and those that perform those services.

Principle 7. Occupational therapy personnel shall treat colleagues and other professionals with fairness, discretion, and integrity. (fidelity)

1. Occupational therapy personnel shall preserve, respect, and safeguard confidential information about colleagues and staff, unless otherwise mandated by national, state, or local laws.
2. Occupational therapy practitioners shall accurately represent the qualifications, views, contributions, and findings of colleagues.

3. Occupational therapy personnel shall take adequate measures to discourage, prevent, expose, and correct any breaches of the Code of Ethics and report any breaches of the Code of Ethics to the appropriate authority.

4. Occupational therapy personnel shall familiarize themselves with established policies and procedures for handling concerns about this Code of Ethics, including familiarity with national, state, local, district, and territorial procedures for handling ethics complaints. These include policies and procedures created by The American Occupational Therapy Association, licensing and regulatory bodies, employers, agencies, certification boards, and other organizations that have jurisdiction over occupational therapy practice.
17. Insurance Certificates

INSERT CURRENT PROFESSIONAL LIABILITY CERTIFICATE HERE.