



HealthSouth

Would you like to have help paying for therapy school? How about the assurance of a positive work experience after you graduate? At HealthSouth, we want to provide you with the opportunity to pursue a rewarding career in therapy. Whether you are looking to start therapy school, are currently enrolled as a full-time student or have recently graduated, you could qualify for up to \$10,000 in financial assistance through our Therapy Student Loan Program.

As one of the nation's largest providers of rehabilitative healthcare services, outpatient surgery and diagnostic imaging, we know our therapy professionals are critical to our success. That's why at HealthSouth, we offer our therapists a full range of employment incentives designed to enhance their experience.

Through this program, loan recipients commit to combine their skills with direct patient and family contact in one of HealthSouth's state-of-the-art facilities for a designated period of time upon graduation. If you are interested in the benefits HealthSouth has to offer and would like to learn more about how your therapy skills can translate to a rewarding career opportunity, fill out a HealthSouth Therapy Student Loan application today.





Therapy Student Loan Program Guidelines for Students

- In order to be considered, you should submit the completed HealthSouth application, reference inquiry forms, school verification of enrollment and current transcript (if applicable) to the Therapy Student Loan Coordinator at the facility. You must also submit the Therapy Student Loan Agreement Form and Promissory Note (please submit the Therapy Student Loan Forgiveness Form in place of the Therapy Student Loan Agreement Form if you have already completed school).
 - Once your application materials have been received by the facility, it will be examined by the loan review committee. Upon preliminary approval, references will be contacted.
 - Upon further approval, your application and other materials will be sent to the Senior Vice President for a signature.
 - The signed application and materials will then be sent to Corporate Therapy Employment Specialist for review.
 - In approximately four weeks, you should hear back from the facility's Therapy Student Loan Coordinator. You will then find out whether you were approved for the Therapy Student Loan.
 - These documents will then be sent to Corporate, along with a check request. This will take four weeks for processing.
 - Once a check has been issued, it will be mailed to the sponsoring facility to present to you if you are a current employee. If not, it will be mailed to your home address.
- Reminder: Please make sure to fill out all of your information completely. Incomplete applications will not be processed.**



*If you have any questions relating to this process, please
contact your Corporate Therapy Employment Specialist:*

Phone: 1 866 292-4597

Email: therapyrecruitment@healthsouth.com



Therapy Student Loan Program

Eligible Individuals

Eligibility for the therapy student loan program is limited to those individuals who are:

- Full-time students already enrolled, or accepted for enrollment, in a course of study leading to a degree and license in the field of Physical Therapy/Occupational Therapy/Speech-Language Pathology (PT/PTA/OT/COTA/SLP/ATC) from an accredited educational institution.
- Full, part-time or per diem employees of the Company returning to school to obtain additional clinical degrees will be eligible for the therapy student loan program in the field of PT/PTA/OT/COTA/SLP/ATC from an accredited educational institution. Employees must already be accepted into the applicable clinical program as a full-time or part-time student (part-time students must maintain at least six (6) credit hours per semester). In addition to maintaining a grade point average of 2.5 or higher (4.0 scale), employees must maintain a level 3 or greater on their performance evaluations during their work commitment.
- Children of employees of the Company are eligible for the therapy student loan program in the field of PT/PTA/OT/COTA/SLP/ATC. The children of employees must already be accepted into the applicable clinical program as a full-time student and must maintain a grade point average of 2.5 or higher (4.0 scale).
- Graduates of an accredited PT/PTA/OT/COTA/SLP/ATC school shall be eligible for the same scholarship loan amounts to be used for student loan repayment or other scholarship buy-out. The same requirements, as outlined in this document, apply to student loan repayment scholarships.

Eligible Courses of Study

HealthSouth has designated PT/PTA/OT/COTA/SLP/ATC as the eligible fields of study for non-employees, employees and children of employees.

Loan Amounts

Loan amounts are to be applied only to tuition, books, school supplies, uniforms and other applicable school fees.

Work Commitment

Therapy Student Loan recipients commit to accept employment with HealthSouth for a designated period of time upon satisfactory completion of the course of study. Starting salaries for Therapy Student Loan recipients will be competitive with salaries for other entry-level positions in the field of therapy. **The work commitment period will be based on the loan amount awarded and will be equivalent to full-time status hours.**

<u>Loan Amount</u>	<u>Work Commitment</u>
Up to \$5,000	1 year (COTA's and PTA's only eligible up to \$5,000)
\$5,001 - \$10,000	2 years

Maintaining Eligibility

In order to maintain loan eligibility, recipients must submit their college transcripts, indicating their GPA, and proof of acceptance into the PT/PTA/OT/COTA/SLP/ATC school to the facility Therapy Student Loan Coordinator annually and must maintain a sufficient GPA of 2.5 or higher (4.0 scale). Recipients must also maintain enrollment in the therapy program in order to maintain loan eligibility. If the GPA is not maintained or enrollment in the therapy program is terminated for any reason, the terms of the Promissory Note will apply. Employees must also maintain a Level 3 performance evaluation in order to maintain loan eligibility. If the employee's performance evaluation level is not maintained at a 3 or greater, or the employee is terminated for cause, the terms of the Promissory Note will apply.

Budgeting

Annual budgets for Therapy Student Loans will be established at the facility level. Costs associated with these loans will be charged to the awarding facility at the time the scholarship is awarded. If the student does not satisfy his or her employment obligation to HealthSouth, the terms of the Promissory Note, signed in conjunction with the Therapy Student Loan Agreement, will apply. It will be the responsibility of the awarding facility to collect any monies owed on default loans.

Application Process

Facilities will mail application handbooks to interested students. Facilities needing to obtain application handbooks should contact the Corporate Distribution Center. To initiate consideration, the student submits the completed HealthSouth application, reference inquiry form, school verification of enrollment and current transcript (if applicable) to the Therapy Student Loan Coordinator at the facility.

Selection Process

Loan applications and accompanying materials will be reviewed by the designated HealthSouth employee(s) at the facility. Upon preliminary approval of the application, the Therapy Student Loan Coordinator at the facility will request references. A minimum of one academic and one employment reference must be obtained. Candidates without a work history can submit two academic references. Once these references are returned and reviewed, the facility will determine which applicants should receive additional loan consideration. Applications, verification of acceptance or enrollment into a therapy program, completed reference checks (one employment, one academic), current transcripts (if applicable), Therapy Student Loan Agreement Form and Promissory Note should be sent to the Market Leader for approval (please submit the Therapy Student Loan Forgiveness Form in place of the Therapy Student Loan Agreement Form if you have already completed school). Once approved, please forward to your Corporate Therapy Employment Specialist for review.

Once the completed paperwork is received by Corporate, allow a minimum of four weeks for review. After successful review, Corporate will notify the facility's Therapy Student Loan Coordinator.

Once these documents are approved, a check request must be forwarded by the facility Therapy Student Loan Coordinator to Corporate and signed by the Facility Administrator. Corporate will complete the payment process. Allow a minimum of four weeks to process the check request once all paperwork is received by Corporate. The facility is responsible for notifying applicants that do not receive final approval from Corporate.

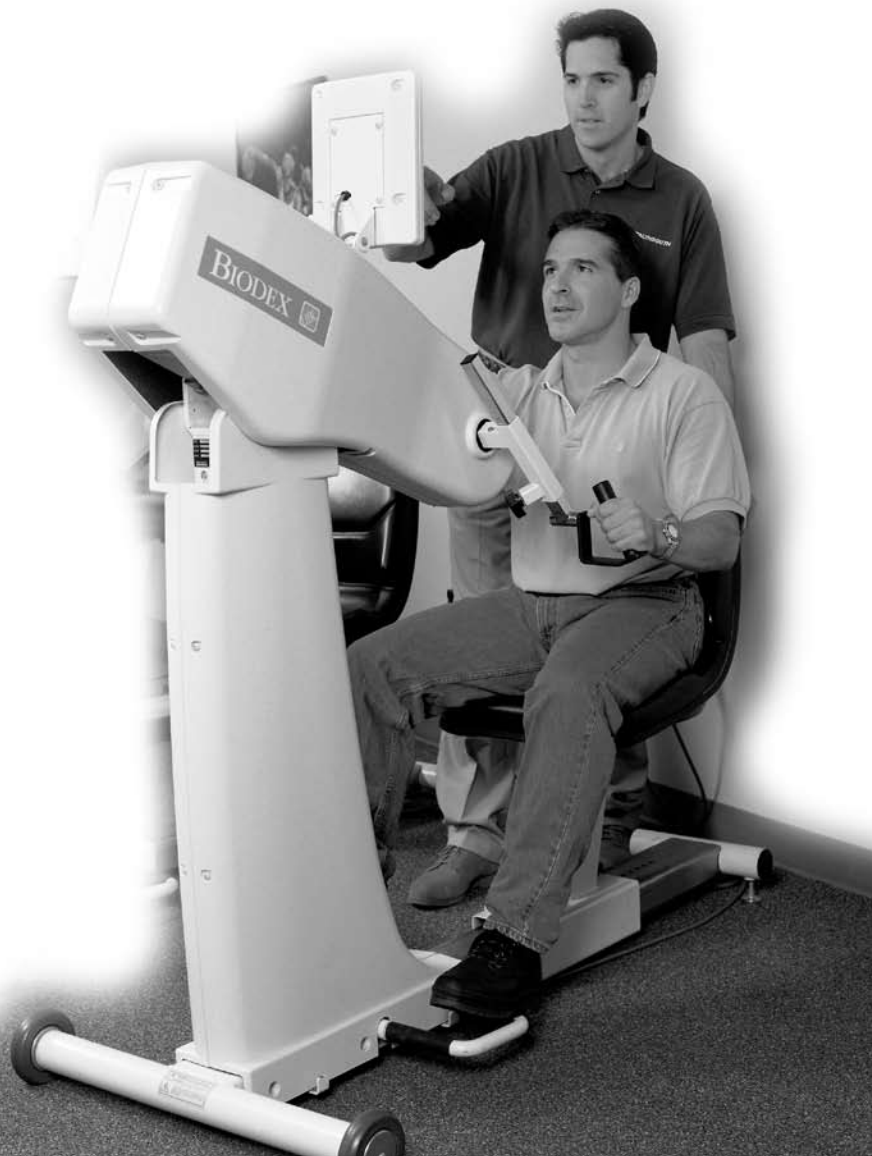
Payment of Awards

Loans will be paid in one check, mailed to the sponsoring facility to be presented to you if you are a current employee. If not, it will be mailed to your current address. Payment authorization will be initiated by your Corporate Therapy Employment Specialist.

Payment of award is only offered once per individual per eligible course of study. If an individual were to pursue another course of study then the individual would be eligible for another loan with facility approval.

Taxes

Once the entire work commitment is complete, the student loan is forgiven. The total loan amount will be added to the employee's W-2 earnings and the employee will be responsible for federal and state income tax associated with this amount. The employer is not liable for withholding the income tax on the amount, but is liable for collecting the social security and Medicare. Therefore, after the work commitment is complete, the employee will have social security and Medicare taxes due on the forgiven amount. These taxes will be automatically withheld from the employee's paycheck. Again, the federal and state income tax for the employees is not withheld, but rather the employee pays income tax on this amount via their annual federal income tax return. Each loan can have different terms so amounts and dates will vary. If the student or employee defaults on the loan, funds will be collected from the final paycheck as appropriate per state payroll laws, then the amount will be turned over to a collection attorney.



LIST ALL PREVIOUS HEALTHCARE TRAINING OR JOB EXPERIENCE

From	To	Name & Location	Position Held	Supervisor/Instructor
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Are you currently receiving any financial assistance?

- YES If yes, please list type and amount of assistance _____
- NO

PLEASE TYPE OR PRINT YOUR RESPONSES TO THE FOLLOWING; USE EXTRA PAPER IF NECESSARY.

1. LIST AND GIVE DATES OF ALL ACADEMIC OR CIVIC HONORS YOU HAVE RECEIVED.

2. IN WHAT TYPE OF SETTING DO YOU EVENTUALLY WANT TO WORK?

Geographic preference for employment (please list at least 3 geographic areas in order of preference):

3. BRIEFLY DESCRIBE YOUR LONG-TERM AND SHORT-TERM GOALS. THIS STATEMENT IS CONSIDERED VERY IMPORTANT IN THE SCHOLARSHIP GRANT DECISION.

To complete this application, please submit:

1. Completed application
2. Verification of acceptance or enrollment in accredited program
3. Completed references
4. College transcript(s)
5. Promissory Note
6. Therapy Student Loan Agreement Form
7. Check Request Form (from sponsoring facility)

HealthSouth Corporation Therapy Student Loan Program Academic Reference

APPLICANT NAME: _____

NAME OF REFERENCE: _____ PHONE: _____

SCHOOL: _____ TITLE: _____

1. In what capacity have you been associated with the applicant? _____

During what time period? _____ to _____

2. Please rate the applicant's academic performance based on your association with him/her.

Excellent Good Fair Poor

3. How do you rate the applicant's communication abilities? _____

4. How does the applicant react under pressure? _____

5. What do you think of the applicant's work habits? _____

6. How would you describe the applicant's personality? _____

7. What are the applicant's academic strong points? _____

8. In what areas does the applicant need improvement? _____

9. Do you recommend this applicant for scholarship consideration?

Strongly recommend Recommend Undecided Do not recommend

10. Comments: _____

SIGNATURE: _____ DATE: _____

HealthSouth Corporation Therapy Student Loan Program Employment Reference

APPLICANT NAME: _____

NAME OF REFERENCE: _____ PHONE: _____

COMPANY: _____ TITLE: _____

1. How long did the applicant work for you? From _____ to _____

2. What was the applicant's position and job duties? _____

3. Why did the applicant leave? _____

4. Can the applicant express himself/herself well in speaking and writing? _____

5. How does the applicant react under pressure? _____

6. What do you think of the applicant's work habits? _____

7. Are you aware of any issues that interfered with the applicant's work? _____

8. How would you describe the applicant's personality? _____

9. What were the applicant's strong points? _____

10. Would you re-employ? _____

11. Comments: _____

SIGNATURE: _____ DATE: _____

HealthSouth Corporation
Therapy Student Loan Program
Personal Reference

APPLICANT NAME: _____

NAME OF REFERENCE: _____ PHONE: _____

1. In what capacity have you been associated with the applicant? _____

During what time period? _____ to _____

3. How do you rate the applicant's communication abilities? _____

4. How does the applicant react under pressure? _____

6. How would you describe the applicant's personality? _____

7. What are the applicant's strong points? _____

8. In what areas does the applicant need improvement? _____

9. Do you recommend this applicant for scholarship consideration?

Strongly recommend Recommend Undecided Do not recommend

10. Comments: _____

SIGNATURE: _____ DATE: _____

(This form is only to be used when employment references are unavailable.)

Directions on Completing Therapy Student Loan Agreement

1. Under “Loan Repayments,” fill in ALL for a one-year work commitment or 1/2 for a two-year work commitment.
2. The next blank equals how many months your work commitment represents.

Directions on Completing Promissory Note

1. The amount of money and today’s date go in the top corners.
2. The student candidate is considered the Borrower.
3. Under “Repayment,” today’s date goes in the first blank. In the second blank, put the date that represents your graduation date plus your work commitment term (ex. If you graduate on May 25, 2003 and your work commitment is one year, May 25, 2004 goes in this blank.). If already a graduate and applying for a Loan Forgiveness, your work commitment will begin from the day your loan check is dated. Estimate the date two weeks from the time you complete the form.
4. The Lender is HealthSouth.

Therapy Student Loan Agreement

AGREEMENT, dated as of the ____ day of _____, 200__, by and between HealthSouth Corporation, a Delaware corporation, and/or any subsidiary, affiliate, partner or other related business entity (together, "HealthSouth"), and _____, an individual resident of the State of _____ (the "Student").

W I T N E S S E T H:

WHEREAS, HealthSouth is engaged in the business of operating comprehensive inpatient and outpatient rehabilitation facilities and other rehabilitation businesses on a nationwide basis;

WHEREAS, the Student is a student at _____ (the "School"), enrolled in its _____ program (the "Program");

WHEREAS, following graduation, the Student intends to practice as a _____ and desires to work for HealthSouth; and

WHEREAS, HealthSouth desires to assist the Student with certain educational expenses associated with the tuition as a student in the School's Program and to offer the Student employment as a _____ following graduation from the School.

NOW, THEREFORE, in consideration of the payments made by HealthSouth to the Student, the mutual promises and covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, HealthSouth and the Student hereby agree as follows:

1. **Educational Purpose.** Contemporaneously with the execution and delivery of this Agreement, HealthSouth has loaned \$ _____ to the Student pursuant to that certain promissory note, of even date herewith (the "Promissory Note"). Such loan proceeds shall be used by the Student only for tuition and similar educational expenses, all of which are required to be, and have been, pre-authorized by HealthSouth. The Student agrees to deliver to HealthSouth written proof of the Student's acceptance and/or enrollment in the School's Program prior to receiving the monies described herein or at any time upon request.

2. **Employment.** The Student hereby agrees to accept an offer of full-time employment as a _____ with HealthSouth, in any facility that is owned or managed by HealthSouth, of HealthSouth's choosing. Such employment shall be on an "at will" basis, and nothing contained in this Agreement or otherwise shall create, or be construed to create, a contract of employment between the parties for any term, or on any condition, other than on an "at will" basis. Such employment shall begin upon the Student's completion of the requirements to become a _____. The Student shall obtain all required licenses to work as a _____, within 90 days following such employment. The Student's beginning salary with HealthSouth shall be based on the average starting salary for a new _____ as solely determined by HealthSouth. In the event the Student fails to accept such offer of employment, all amounts loaned pursuant to the Promissory Note shall be immediately due and payable.

3. **Terms and Conditions.** HealthSouth agrees that so long as Student: (a) diligently and continuously pursues studies in the Program on a full-time basis at the School; (b) maintains a grade point average of 2.5/4.0 or above (or, in the case of pass/fail classes, earns all passing grades); (c) obtains all required licenses to work as a _____ within 90 days from the date of Student's graduation from School; (d) accepts and begins full-time employment with HealthSouth pursuant to Section 2 herein, and (d) in the sole opinion of HealthSouth, thereafter adequately performs the duties assigned to the Student, HealthSouth will not require payment of the

Promissory Note during the term of such full-time employment in accordance with Section 4 herein. Notwithstanding anything to the contrary contained herein or in the Promissory Note, HealthSouth shall have the right to withhold, offset or retain amounts due the Student, as salary, wage or otherwise, to satisfy any debts due HealthSouth from the Student.

4. **Loan Forgiveness.** If the Student maintains continuous, full-time employment with HealthSouth, in any facility that is owned or managed by HealthSouth, of HealthSouth's choosing, for a period of _____ full months beginning on _____, 20___, HealthSouth shall forgive all amounts due from the Student pursuant to the Promissory Note. Such forgiveness shall only apply to continuous, full-time employment during the entirety of that _____ month period and there shall be no partial or pro-rated forgiveness for any period of less than that _____ month period, nor shall there be any forgiveness for any period of time the Student is employed by HealthSouth prior to the date the Student meets the requirements to work as a _____ or prior to the beginning date heretofore set out in this Section 4. The Student acknowledges that such forgiveness will be considered income to the Student for which the Student may owe taxes, and HealthSouth shall report such forgiveness as income to the Student to all appropriate federal, state and local taxing authorities. The Student agrees to pay all taxes due on such forgiveness income and to indemnify HealthSouth from any and all liability, including reasonable attorneys' fees, resulting from the Student's failure to pay any such taxes. HealthSouth shall have the right to withhold amounts from the Student's salary or wages to pay such taxes.

5. **Obligation to Pay.** The Student acknowledges that the Student is obligated to pay all amounts due under the Promissory Note if, at any time, the Student fails to meet any of the terms and conditions contained in this Agreement and Promissory Note, and that HealthSouth's agreements not to require payment of the Promissory Note or to forgive indebtedness due pursuant to the Promissory Note, are strictly limited to the exact terms and conditions contained in this Agreement. Notwithstanding anything else to the contrary contained in this Agreement or the Promissory Note, and without otherwise limiting HealthSouth's rights to require payment of all amounts due under the Promissory Note as set forth in this Agreement, HealthSouth shall have the right to require immediate payment of all amounts due under the Promissory Note if the Student: (a) fails to maintain, and/or to provide HealthSouth written evidence of, a grade point average grade of 2.5/4.0 or better (or, in the case of pass/fail classes, maintain and/or provide written evidence of passing grades); (b) fails to diligently and continuously pursue studies in the Program on a full-time basis at the School; (c) fails to obtain all required licenses to work as a _____ within 90 days from the date of the Student's graduation from the School; (d) fails to begin and/or continue employment with HealthSouth pursuant to Section 2 herein; or (e) terminates his or her employment with HealthSouth, or is terminated by HealthSouth for just cause, as defined in Section 6 herein.

6. **Definition of Just Cause.** As used in this Agreement, "just cause" shall be defined as a determination by HealthSouth, in its sole discretion, that the Student: (a) has committed a willful, reckless and/or negligent act resulting or potentially resulting in harm or detriment to HealthSouth, any of its facilities, patients, its business or any third party; (b) has been convicted of any felony or crime of moral turpitude; (c) has engaged in any misconduct, including but not limited to theft, fraud, falsification of documents, embezzlement or breach of professional or fiduciary duties; (d) has discredited or disparaged HealthSouth, any of its facilities, its administration or its employee; (e) has failed or refused to, in the sole judgment of HealthSouth, adequately perform his or her duties; (f) has engaged in the use of drugs, alcohol or other controlled substances in a manner that impairs or affects Student's performance while on duty or while scheduled for duty with HealthSouth; (g) has breached, violated, failed to abide by, or failed to strictly follow, at any time, each and every rule, regulation, agreement, provision and/or portion of the entirety of HealthSouth's employment policies, written or unwritten; (h) has breached any terms of any agreement between the Student and HealthSouth; (i) loses or fails to maintain any required license or certificate; or (j) is unable to perform the services required of a _____ by reason of physical accident, illness, disability, death or other cause extending for a period of 30 days or more.

7. **Notices.** Any notice required or permitted hereunder shall be deemed to have been duly given or made if hand delivered or delivered by overnight courier, or certified mail, return receipt requested, charges prepaid and

properly addressed, to the respective party to whom such notice relates at the following address:

If to HealthSouth: (sponsoring facility's name and address)

Attention: _____

or such other address as HealthSouth may provide;

If to the Student: (student's name and mailing address)

or, during the term of the Student's employment by HealthSouth, at the HealthSouth facility at which the Student is employed.

8. **Jurisdiction and Venue.** This Agreement and the Promissory Note will be construed and enforced under the laws of the State of Alabama without giving effect to any conflict-of-laws principles and without regard to the Student's state of residence. Student also specifically agrees and consents to jurisdiction and venue in Alabama, agrees that Alabama has appropriate personal and subject matter jurisdiction over the Student and submits thereto, agrees that Alabama is a proper venue for any action to enforce this Agreement and waives any defense of improper venue or lack of jurisdiction related thereto. Student agrees and understands that any litigation resulting from the breach of the terms and conditions of this Agreement and/or the Promissory Note by the Student or HealthSouth or any litigation brought to enforce this Agreement and/or the Promissory Note by any party shall be litigated only in the State of Alabama, which Student agrees shall be the sole forum and venue for any such litigation. Notwithstanding the above, any judgment arising out of litigation in Alabama based on this Agreement and/or Promissory Note may be enforced or domesticated in any appropriate court in any other appropriate state if necessary to enforce or collect on said judgment.

9. **Entire Agreement.** This Agreement and the Promissory Note embody the entire agreement between the parties and supercede all prior agreements, oral or written, or subsequent agreements not in writing and signed by the Student and a duly authorized officer of HealthSouth. This Agreement and/or Promissory Note also supercede all other communications between the parties relating to the subject matter of this Agreement. Neither this Agreement nor the Promissory Note shall be modified or amended except by mutual written agreement signed by the Student and a duly authorized officer of HealthSouth.

10. **No Waiver.** The Student agrees and understands that HealthSouth's failure to enforce any of the terms or conditions herein or to exercise any right or privilege, or HealthSouth's waiver of any breach under this Agreement and/or Promissory Note shall not be construed to be a waiver of any other terms, conditions, or privileges, subsequent or otherwise, whether of a similar or different type. No delay or omission by HealthSouth to exercise any right, power or remedy shall be construed to be a waiver by HealthSouth of any breach or default or acquiescence therein.

11. **No Additional Inducement.** The Student declares and represents that no promise, inducement, or agreement not herein expressed has been made to Student and that the terms of this Agreement and the Promissory Note are contractual and not mere recitals.

12. **No Rule of Construction.** The parties acknowledge that this Agreement and the Promissory Note were initially prepared by HealthSouth solely as a convenience and that the parties have cooperated in the negotiation, drafting, and preparation of this Agreement and the Promissory Note. All parties have read, fully understand, and have had the availability of negotiation of this Agreement, the Promissory Note and their terms. Hence, no rule of construction shall apply to this Agreement or the Promissory Note and it shall not be construed against any party on the basis of authorship.

13. **No Assignability.** The Student agrees and understands that this Agreement and the Promissory Note are exclusive to the Student and may not be assigned by the Student to any other person or entity.

14. **Incorporation of Laws.** The parties hereby incorporate herein any provision required by federal, state or local law to make this Agreement and/or the Promissory Note valid and enforceable in accordance with their terms.

15. **Understanding of Terms.** The parties represent and warrant that they have read the foregoing Agreement and the Promissory Note in their entirety and fully understand and agree to all of their terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

HealthSouth:

HealthSouth _____

By _____

Name _____
Facility Administrator

Student:

Name _____

Promissory Note

\$ _____, 200____
Birmingham, Alabama

FOR VALUE RECEIVED, the undersigned, _____ (the "Borrower"), promises to pay to the order of HealthSouth Corporation, a Delaware corporation (the "Lender"), the principal amount of \$ _____ THOUSAND and 00/100 DOLLARS (\$ _____ .00), with no interest assessed thereon.

- 1. Promise to Repay.** The Borrower promises to repay the amount of the debt owed under this Promissory Note (the "Note") in accordance with the terms of that certain Therapy Student Loan Agreement (the "Agreement") dated _____, 200____, executed contemporaneously with this Note.
- 2. Manner and Place of Payment.** All payments hereunder shall be made in lawful money of the United States of America in immediately available funds at the main office of the Lender at One HealthSouth Parkway, Birmingham, Alabama 35243 Attention: Human Resources/Therapy Program, or such other place as the Lender or any subsequent holder may from time to time designate to the Borrower in writing.
- 3. Prepayment Privilege.** This Note may be prepaid in whole or in part, at any time, without penalty or premium.
- 4. Events of Default.** If any payment of indebtedness evidenced by this Note is not paid when due; or if Borrower becomes bankrupt or insolvent (however such insolvency may be evidenced); or if any governmental authority or any court at the instance thereof takes possession of any substantial part of the property of, or assumes control over the affairs of, or a receiver is appointed or takes possession of the property of Borrower; or if any indebtedness to Lender for which Borrower is liable is not paid when due or becomes due and payable by acceleration of maturity thereof, or if any event or condition occurs which permits the Lender to declare it due and payable upon the lapse of time, giving of notice or otherwise; or if a default occurs under any instrument now or hereafter executed as security for this Note; thereupon, all indebtedness due under this Note and any and all other indebtedness of Borrower to Lender shall become due and payable immediately and forthwith, without demand, notice of acceleration of maturity, notice of intent to accelerate, notice of nonpayment, presentment, protest, notice of dishonor or dishonor, all of which are hereby expressly waived by Borrower.
- 5. Collection Costs.** In the event this Note is not paid promptly when due, the Borrower agrees to pay the reasonable fees and all other costs of collection of any attorney at law who may be employed to recover the amount hereof, or any part hereof, or to protect the interest of the holder hereof, or to compromise or to take other action in regard hereto.
- 6. Amendment; Parties Bound.** This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. As used herein, the terms "Borrower" and "Lender" shall be deemed to include their respective heirs, legal representatives, successors and assigns, as the case may be, whether by voluntary action of the parties or involuntary by operation of law.
- 7. Notices.** All notices required or permitted hereunder shall be deemed to have been duly given or made if hand-delivered, or delivered by overnight courier, charges prepaid, or by certified mail, return receipt requested, and properly addressed to the respective party to whom such notice relates at the address set forth below or to such other address as the parties may designate from time to time in accordance with this Note:

If to Lender: (sponsoring facility's name and address)

Attention: _____

If to Borrower: (student's name and mailing address)

8. **Set-Off.** The Lender may set-off any amounts owed by the Lender to the Borrower to pay all or part of this Note.

9. **Governing Law.** This Note shall be construed and enforced under the laws of the State of Alabama without giving effect to any conflict-of-laws principles. The parties hereby incorporate herein any provision required by law to make this Note valid and enforceable in accordance with its terms, but only to the limited extent required to make this Note valid and enforceable in accordance with its terms.

10. **Entirety.** This Note and Therapy Student Loan Agreement embody the entire agreement between the parties with respect to the debt owed by the Borrower and supersede all prior agreements and understandings thereof.

IN WITNESS WHEREOF, the Borrower has executed this Note as of the day and year first above written.

Signature

Printed Name

Therapy Student Loan Agreement For Forgiveness of Debt

Complete if you have already received your degree and are no longer in school

AGREEMENT, dated as of the ____ day of _____, 200__, by and between HealthSouth Corporation, a Delaware corporation, and/or any subsidiary, affiliate, partner or other related business entity (together, "HealthSouth"), and _____, an individual resident of the State of _____ (the "Student").

W I T N E S S E T H:

WHEREAS, HealthSouth is engaged in the business of operating comprehensive inpatient and outpatient rehabilitation facilities and other rehabilitation businesses on a nationwide basis;

WHEREAS, the Student has successfully completed the _____ program (the "Program") at _____ (the "School") on _____;

WHEREAS, the Student intends to practice as a _____ and desires to work for HealthSouth; and

WHEREAS, HealthSouth desires to assist the Student with tuition and other educational expenses Student incurred while enrolled at the School and to offer the Student employment as a _____.

NOW, THEREFORE, in consideration of the payments made by HealthSouth to the Student, the mutual promises and covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, HealthSouth and the Student hereby agree as follows:

1. **Educational Purpose.** Contemporaneously with the execution and delivery of this Agreement, HealthSouth has loaned \$ _____ to the Student pursuant to that certain promissory note, of even date herewith (the "Promissory Note"). Such loan proceeds shall be used by the Student only to repay tuition and similar educational expenses Student incurred while successfully completing the Program at the School. The Student agrees to deliver to HealthSouth written proof of the Student's successful completion of the Program prior to receiving the monies described herein or at any time upon request.

2. **Employment.** The Student hereby agrees to accept an offer of full-time employment as a _____ with HealthSouth, in any facility that is owned or managed by HealthSouth, of HealthSouth's choosing. Such employment shall be on an "at will" basis, and nothing contained in this Agreement or otherwise shall create, or be construed to create, a contract of employment between the parties for any term, or on any condition, other than on an "at will" basis. Such employment shall begin upon the Student's completion of the requirements to become a _____. The Student shall obtain all required licenses to work as a _____, within 90 days following such employment. The Student's beginning salary with HealthSouth shall be based on the average starting salary for a _____ as solely determined by HealthSouth. In the event the Student fails to accept and/or begin such offer of employment, all amounts loaned pursuant to the Promissory Note shall then become immediately due and payable.

3. **Terms and Conditions.** HealthSouth agrees that so long as Student: (a) obtains all required licenses to work as a _____ within 90 days from the date of employment; (b) accepts and begins full-time employment with HealthSouth pursuant to the terms contained herein; and (c) thereafter adequately, in the sole opinion of HealthSouth, performs the duties assigned to the Student, HealthSouth will not require payment of the Promissory Note during the term of such full-time employment in accordance with Section 4 herein. Notwithstanding anything to the contrary contained herein or in the Promissory Note, HealthSouth shall have the right to withhold, offset or retain amounts due the Student, as salary, wage or otherwise, to satisfy any debts due HealthSouth from the Student.

4. **Loan Forgiveness.** If the Student maintains continuous, full-time employment with HealthSouth, in any facility that is owned or managed by HealthSouth, of HealthSouth's choosing, for a period of _____ full months beginning on _____, 20____, HealthSouth shall forgive all amounts due from the Student pursuant to the Promissory Note. Such forgiveness shall only apply to continuous, full-time employment during the entirety of that _____ month period and there shall be no partial or pro-rated forgiveness for any period of less than that _____ month period, nor shall there be any forgiveness for any period of time the Student is employed by HealthSouth prior to the date the Student meets the requirements to work as a _____ or prior to the beginning date heretofore set out in this Section 4. The Student acknowledges that such forgiveness will be considered income to the Student for which the Student may owe taxes, and HealthSouth shall report such forgiveness as income to the Student to all appropriate federal, state and local taxing authorities. The Student agrees to pay all taxes due on such forgiveness income and to indemnify HealthSouth from any and all liability, including reasonable attorneys' fees, resulting from the Student's failure to pay any such taxes. HealthSouth shall have the right to withhold amounts from the Student's salary or wages to pay such taxes.

5. **Obligation to Pay.** The Student acknowledges that the Student is obligated to pay all amounts due under the Promissory Note if, at any time, the Student fails to meet any of the terms and conditions contained in this Agreement and Promissory Note, and that HealthSouth's agreements not to require payment of the Promissory Note or to forgive indebtedness due pursuant to the Promissory Note, are strictly limited to the exact terms and conditions contained in this Agreement. Notwithstanding anything else to the contrary contained in this Agreement or the Promissory Note, and without otherwise limiting HealthSouth's rights to require payment of all amounts due under the Promissory Note as set forth in this Agreement, HealthSouth shall have the right to require immediate payment of all amounts due under the Promissory Note if the Student: (a) fails to obtain all required licenses to work as a _____ within 90 days from the date of employment; (b) fails to begin and/or continue employment with HealthSouth in accordance with terms contained herein; or (c) terminates his or her employment with HealthSouth, or is terminated by HealthSouth for just cause, as defined in Section 6 herein, within _____ months from the date of employment with HealthSouth.

6. **Definition of Just Cause.** As used in this Agreement, "just cause" shall be defined as a determination by HealthSouth, in its sole discretion, that the Student: (a) has committed a willful, reckless and/or negligent act resulting or potentially resulting in harm or detriment to HealthSouth, any of its facilities, patients, its business or any third party; (b) has been convicted of any felony or crime of moral turpitude; (c) has engaged in any misconduct, including but not limited to theft, fraud, falsification of documents, embezzlement or breach of professional or fiduciary duties; (d) has discredited or disparaged HealthSouth, any of its facilities, its administration or its employee; (e) has failed or refused to, in the sole judgment of HealthSouth, adequately perform his or her duties; (f) has engaged in the use of drugs, alcohol or other controlled substances in a manner that impairs or affects Student's performance while on duty or while scheduled for duty with HealthSouth; (g) has breached, violated, failed to abide by, or failed to strictly follow, at any time, each and every rule, regulation, agreement, provision and/or portion of the entirety of HealthSouth's employment policies, written or unwritten; (h) has breached any terms of any agreement between the student and HealthSouth; (i) loses or fails to maintain any license or certificate required to perform _____; or (j) is unable to perform the services required of a _____ by reason of physical accident, illness, disability, death or other cause extending for a period of 30 days or more.

7. **Notices.** Any notice required or permitted hereunder shall be deemed to have been duly given or made if hand delivered or delivered by overnight courier, or certified mail, return receipt requested, charges prepaid and properly addressed, to the respective party to whom such notice relates at the following address:

If to HealthSouth: (facility's name and mailing address)

Attention: _____

or such other address as HealthSouth may provide;

If to the Student: (student's name and mailing address)

or, during the term of the Student's employment by HealthSouth, at the HealthSouth facility at which the Student is employed.

8. **Jurisdiction and Venue.** This Agreement and the Promissory Note will be construed and enforced under the laws of the State of Alabama without giving effect to any conflict-of-laws principles and without regard to the Student's state of residence. Student also specifically agrees and consents to jurisdiction and venue in Alabama, agrees that Alabama has appropriate personal and subject matter jurisdiction over the Student and submits thereto, agrees that Alabama is a proper venue for any action to enforce this Agreement and waives any defense of improper venue or lack of jurisdiction related thereto. Student agrees and understands that any litigation resulting from the breach of the terms and conditions of this Agreement and/or the Promissory Note by the Student or HealthSouth or any litigation brought to enforce this Agreement and/or the Promissory Note by any party shall be litigated only in the State of Alabama, which Student agrees shall be the sole forum and venue for any such litigation. Notwithstanding the above, any judgment arising out of litigation in Alabama based on this Agreement and/or Promissory Note may be enforced or domesticated in any appropriate court in any other appropriate state if necessary to enforce or collect on said judgment.

9. **Entire Agreement.** This Agreement and the Promissory Note embody the entire agreement between the parties and supercede all prior agreements, oral or written, or subsequent agreements not in writing and signed by the Student and a duly authorized officer of HealthSouth. This Agreement and/or Promissory Note also supercede all other communications between the parties relating to the subject matter of this Agreement. Neither this Agreement nor the Promissory Note shall be modified or amended except by mutual written agreement signed by the Student and a duly authorized officer of HealthSouth.

10. **No Waiver.** The Student agrees and understands that HealthSouth's failure to enforce any of the terms or conditions herein or to exercise any right or privilege, or HealthSouth's waiver of any breach under this Agreement and/or Promissory Note shall not be construed to be a waiver of any other terms, conditions, or privileges, subsequent or otherwise, whether of a similar or different type. No delay or omission by HealthSouth to exercise any right, power or remedy shall be construed to be a waiver by HealthSouth of any breach or default or acquiescence therein.

11. **No Additional Inducement.** The Student declares and represents that no promise, inducement, or agreement not herein expressed has been made to Student and that the terms of this Agreement and the Promissory Note are contractual and not mere recitals.

12. **No Rule of Construction.** The parties acknowledge that this Agreement and the Promissory Note were initially prepared by HealthSouth solely as a convenience and that the parties have cooperated in the negotiation, drafting, and preparation of this Agreement and the Promissory Note. All parties have read, fully understand, and have had the availability of negotiation of this Agreement, the Promissory Note and their terms. Hence, no rule of construction shall apply to this Agreement or the Promissory Note and it shall not be construed against any party on the basis of authorship.

13. **No Assignability.** The Student agrees and understands that this Agreement and the Promissory Note are exclusive to the Student and may not be assigned by the Student to any other person or entity.

14. **Incorporation of Laws.** The parties hereby incorporate herein any provision required by federal, state or local law to make this Agreement and/or the Promissory Note valid and enforceable in accordance with their terms.

15. **Understanding of Terms.** The parties represent and warrant that they have read the foregoing Agreement and the Promissory Note in their entirety and fully understand and agree to all of their terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

HealthSouth:

HealthSouth _____

By _____

Name _____
Facility Administrator

Student:

Name _____



Exceptional Therapists Exceptional Outcomes

You want to make a difference in people's lives. After all, that is why you became a therapist. Your patients' needs drive you to do the best job that you can—and it is important that the company you work with feels the same way.

At HealthSouth, we focus on wellness and positive outcomes. HealthSouth offers the full continuum of rehabilitative therapists in both inpatient and outpatient settings. Many patients come to us with catastrophic illnesses or injuries that can negatively affect their function and quality of life, such as stroke, brain injury, amputation and joint replacement. Rehabilitation is a specialty that allows you to make a positive impact on a patient's life.

Rehabilitation at HealthSouth combines your skills with direct patient/family contact. This takes place in pristine, state-of-the-art facilities to create a positive and rewarding work experience. As one of the nation's largest providers of rehabilitation, we know our therapy professionals are critical to our success. That's why at HealthSouth, we offer our therapists:

Employee Benefits Package

- FlexChoice Medical/Dental/Vision coverage
- 401(k)
- Employee Assistance Program
- Prepaid legal services
- College savings plan
- Select benefits for designated part-time positions

Advancement

- Promote from within
- Clinical career ladders including bonus structure
- Opportunities in therapy-related careers
(Therapy Manager, Clinical Service Directors, Site Coordinators)

Clinical Education

- Specialty certifications (Lymphedema, NDT)
- Strong focus on clinical education – for more information, visit www.HealthSouth.com
- Assistance in CEU credits needed for licensure
- Self-study: interactive web and on-site courses
- Opportunity to enhance professional knowledge in rehab and medical treatment techniques

For more information on how to become a HealthSouth therapist, please call 866 292-4597, visit our website, healthsouth.com or email therapyrecruitment@healthsouth.com.

HEALTHSOUTH[®]

healthsouth.com

EOE

