VOLUNTEER OBSERVATION AGREEMENT

This Volunteer Observation Agreement ("Agreement") is entered into on _____, 20__ ('Effective Date"), by and between **_____ ("Volunteer")** and **ARC Physical Therapy Plus, Limited Partnership ("Facility")**. Volunteer and Facility are collectively referred to as the "Parties" and individually as a "Party."

BACKGROUND

WHEREAS, Facility operates an outpatient physical therapy practice located at _____;

WHEREAS, Volunteer desires an opportunity to observe outpatient physical therapy services provided at the Facility; and

NOW, THEREFORE, in consideration of the mutual promises herein, Volunteer and Facility agree that any observational experience during the term of this Agreement shall be governed by and subject to the following terms and conditions:

1. Responsibilities of Volunteer.

The Volunteer is responsible for the following:

A. Comply with the policies and procedures and rules and regulations of the Facility while on the premises of the Facility;

B. Provide all information requested by the Facility as necessary and pertinent to participation in the observation experience, including the execution of the attached Exhibit A, "Confidentiality/Non-Disclosure/Expert Services Agreement," unless otherwise prohibited by law;

C. Participate in Facility's orientation/educational program regarding Volunteer's obligations under applicable state and federal laws, including obligations of confidentiality under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the privacy standards promulgated thereunder, medical records privacy laws, and patient confidentiality laws;

D. Consult with Facility regarding particular requirements, expectations, and roles concerning Volunteer's observation experience at Facility;

E. Understand that he/she is a volunteer, not an employee of the Facility, and therefore, is not eligible for any employee benefits, and is not to be paid a fee, salary, or other compensation by Facility; and

F. Provide proof of health insurance to the Facility and understand that he/she is accountable for payment of his/her personal medical expenses as a result of illness or injury during the course of the observation experience.

2. Responsibilities of the Facility.

The Facility retains responsibility for patient care. The Facility shall:

A. Retain responsibility for control of established standards of patient care and with the understanding and agreement between Volunteer and Facility that Volunteer will not provide direct treatment to patients;

B. Facilitate on-going, open communication between the Volunteer and Facility to ensure understanding of the Parties' expectations and roles in providing an on-site, observational experience for Volunteer;

C. Provide an orientation/educational program regarding Volunteer's obligations under applicable state and federal laws, including obligations of confidentiality under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the privacy standards promulgated thereunder, medical records privacy laws, and patient confidentiality laws; and

D. Facilitate access to acute emergency care in the event that Volunteer sustains an injury while at the Facility. All expenses incurred are to be paid directly by the Volunteer.

3. Indemnification/Hold Harmless.

To the extent allowed by law, the Volunteer agrees and is bound to indemnify, defend, and hold harmless the Facility from any claims, liabilities, losses, damages, costs, liens, charges, judgments, or expenses of any kind, including attorneys' fees, arising out of the Volunteer's respective duties and obligations under this Agreement to the extent that such claim, liability, loss, damage, cost or expense is due to the negligence or willful misconduct of the Volunteer.

4. Term.

This Agreement shall be for a term of six (6) months, commencing on Effective Date of this Agreement.

5. Termination.

This Contract may be terminated by either Party upon seven (7) days prior written notice to the other Party, by certified mail return receipt requested.

6. Confidentiality.

In consideration for Volunteer's affiliation with Facility and the right of Volunteer to further his/her education at or through Facility and in view of the confidential nature of information which may be secured by the Volunteer while affiliated with Facility,

Volunteer agrees to hold confidential all knowledge and information obtained about Facility and any of its related facilities, including, but not limited to patient information, operational information, information regarding the business of Facility, its policies, procedures guidelines or processes, and information regarding its agents, representatives, employees, contractors and staff both credentialed and non-credentialed.

A. Volunteer agrees to execute such additional documents as deemed necessary by Facility to evidence the Parties' compliance with the Privacy Standards to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), possibly including, but not limited to, business associate agreements or other agreements necessary for conformance therewith.

B. Volunteer recognizes that his/her obligation under the confidentiality portion of this Agreement amounts to material consideration for allowing the Volunteer the right to participate in educational opportunities at Facility or its facilities.

C. Volunteer further acknowledges and understands that his/her failure to abide by the terms of this confidentiality Agreement by Volunteer shall amount to a breach hereof. Volunteer further understands and acknowledges that any breach hereof may result in irreparable and continuing damage to Facility for which there will be no adequate remedy in damages. In the event of such breach, Facility will be entitled to injunctive relief and/or decree for specific performance and such further relief as may be proper.

7. Schedule and Professional Attire.

Volunteer and a designated representative of the Facility will agree and set the schedule for observation experience. Volunteer will appear in appropriate attire at all times at the Facility.

8. Severability

If any term, provision or condition of this Agreement is held invalid or unenforceable, the remainder will continue to full force in effect, and the Parties agree to substitute for the invalid provision, and provision that would most closely approximate the intent of the invalid provision. The undersigned and Facility agree this Agreement may be amended, changed or modified in writing, only.

9. Notice.

For purposes of this Agreement, notices shall be provided to the following locations, by certified mail return receipt requested.

Facility:	**Volunteer:**
ARC Physical Therapy Plus, Limited Partnership c/o U.S. Physical Therapy 1300 W. Sam Houston Parkway S., #300 Houston, Texas 77042	_____ _____ _____ _____

10. Choice of Law.

This Agreement shall be governed by the Laws of the State of Texas. Venue shall lie solely in Harris County, Texas.

Executed this ____ day of _____, 20__.

VOLUNTEER:

_____

_____
Parent/Guardian

FACILITY:
ARC Physical Therapy Plus, Limited Partnership
By: ARC PT Management GP, LLC

By:_____
Eric Williams, Vice President

EXHIBIT A

CONFIDENTIALITY/NON-DISCLOSURE/EXPERT SERVICES AGREEMENT

The undersigned desires to participate in educational opportunities at **ARC Physical Therapy Plus, Limited Partnership ("Facility").** The undersigned recognizes that in doing such, it is possible that confidential information regarding patients as well as the operations of Facility will be disclosed or discovered by the undersigned. The undersigned recognizes the obligation and right of Facility to protect and keep confidential such information while at the same time assisting in the education of the health care community. The undersigned recognizes the right of Facility to require those who desire to participate in educational opportunities at Facility or its facilities to execute a Confidentiality/Non-disclosure Agreement as well as an agreement to refrain from providing expert witness services to others contrary to the interest of Facility.

For these reasons, and in its consideration of the right to participate in educational opportunities at Facility or its facilities, the undersigned hereby agrees and covenants, to keep confidential and not disclose to others any knowledge and information obtained regarding Facility and any of its related facilities, including, but not limited to patient information, operational information, information regarding the business of Facility, its policies, procedures, guidelines or processes as well as information with regard to its agents, representatives, employees, contractors or credentialed or non-credentialed staff, whether such information is clinical or otherwise.

Further, as consideration for the right to participate in the educational opportunities at Facility, the undersigned hereby agrees to refrain from providing expert witness services to others, contrary to the interest of Facility or to any of its agents, representatives, employees, contractors, or staff both credentialed and non-credentialed, in any actual, threatened or potential claim or lawsuit against Facility or any of its related facilities, agents representatives, employees, contractors or staff credentialed or non-credentialed for a period of ten (10) years after the last educational experience in which the undersigned participated at Facility.

Signed and executed this _____day of _____, 20__.

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