

GRADUATE MEDICAL EDUCATION POSTGRADUATE AGREEMENT

THIS GRADUATE MEDICAL EDUCATION POSTGRADUATE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 201_ (“Effective Date”), by and between Pasadena Hospital Association, Ltd., a California nonprofit public benefit corporation, doing business as Huntington Memorial Hospital (“Hospital”), and xxxxxx, M.D.(“Resident”).

R E C I T A L S

A. Hospital is the owner and operator of a general acute care hospital located at 100 West California Boulevard, Pasadena, California 91105, which operates a xxxxx Residency Program (the “Program”) in the Department of Graduate Medical Education (the “Department”). The Program is directed and supervised by a physician engaged to do so by Hospital (“Program Director”). Hospital is fully accredited by the American Council of Graduate Medical Education.

B. Resident is a graduate of an accredited medical school who desires to receive postgraduate training in XXXXX and provide the services set forth herein.

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises, the mutual covenants and conditions continued herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. APPOINTMENT OF RESIDENT

1.1 Hospital hereby appoints Resident to serve as a full-time postgraduate year three categorical (PGY 3)resident physician in XXXX as set forth herein.

2. DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF RESIDENT

2.1 Resident Compliance.

2.1.1 Resident shall comply with all of the following: (i) the terms and conditions of this Agreement; (ii) Hospital Medical Staff Bylaws and Rules and Regulations (collectively, “Medical Staff Bylaws”); (iii) Hospital Bylaws, policies and procedures, including without limitation Hospital’s compliance plan and compliance program, Hospital’s Human Resources policies and procedures, and the Program’s policies and procedures;(iv) Hospital’s compliance program and compliance plan; (v) Hospital’s Resident Physician’s Manual (“RPM”), (vi) the standards and recommendations of the Joint Commission (“JC”); and (vii) the standards and requirements of Accreditation Council for Graduate Medical Education (“ACGME”).

2.1.2 Resident represents and warrants to Hospital that prior to the Effective Date and during the term and all extensions and renewals hereof Resident: (i) has not been and will not be reprimanded, sanctioned or disciplined by any licensing board or medical specialty board, (ii) has not been and will not be excluded or suspended from participation in, or sanctioned by, any state or federal health care program, including without limitation the Medicare or Medi-Cal programs; and (iii) shall promptly notify Hospital of any violation of the above representation and warranty that may occur at any time that this Agreement shall be in effect.

2.2 **Competency.** Resident shall provide quality medical care under the direction and supervision of physician faculty and the Program Director. Resident shall provide such care ethically and professionally, and in a safe, compassionate and effective manner. Resident shall conduct himself or herself in a way that is not disruptive or detrimental to the safety or well-being of patients, employees, or

contractors of Hospital. In providing medical care, Resident shall use appropriate cost effective measures as may be recommended by Hospital.

2.3 Rotation. Resident shall perform the duties, obligations, services, and rotations assigned by the Program Director and required by Hospital. If Resident is assigned a rotation at affiliated institutions of Hospital or at medical offices as identified and approved by Hospital in its sole discretion, Resident will execute the Release and Consent attached hereto and incorporated by reference herein as Exhibit A.

2.4 Education. Resident shall participate in the education activities of the Residency Program and, as required, assume responsibility for teaching and supervision of other residents and medical students, as required by the Program Director and Hospital.

2.5 Resident Duty Hours.

2.5.1 Definition of Duty Hours. Duty Hours are defined as all clinical and academic activities related to the Program, i.e. patient care (both inpatient and outpatient), administrative duties related to patient care, the provision for transfer of patient care, time spent in-house during call activities, and scheduled academic activities such as conferences. Duty Hours do not include reading and preparation time spent away from the duty site. (Refer to RPM for policy on Duty Hours.)

2.5.2 Maximum Hours of Work per Week. Duty Hours must be limited to eighty (80) hours per week, averaged over a four week period, inclusive of all In-House Call and Moonlighting activities.

2.5.3 Mandatory Time Free of Duty. Residents must be scheduled for a minimum of one (1) day free of duty every week (when averaged over four weeks). At-Home Call cannot be assigned on these free days. One day is defined as one continuous twenty-four (24) hour period free from all clinical, educational, and administrative activities.

2.5.4 Maximum Duty Period Length. Duty periods of PGY-1 residents must not exceed sixteen (16) hours in duration. Duty periods of PGY-2 residents and above may be scheduled to a maximum of twenty-four (24) hours of continuous duty in the Hospital. Programs must encourage residents to use alertness management strategies in the context of patient care responsibilities. Strategic napping, especially after sixteen (16) hours of continuous duty and between the hours of 10:00 p.m. and 8:00 a.m., is strongly suggested.

2.5.5 Effective Transitions in Care. The application of the Maximum Duty Period Length set forth in Section 2.5.4 shall be subject to the following exception: It is essential for patient safety and resident education that effective transitions in care occur. Residents may be allowed to remain on-site in order to accomplish these tasks; however, the period of time devoted to such activities must be no longer than an additional four (4) hours.

2.5.6 Rest and Personal Activities. Adequate time for rest and personal activities will be provided by Hospital. This will consist of a ten (10) hour time period provided between all daily duty periods and after In-House Call.

2.5.7 Additional Standards, Limitations and Related Matters Concerning Resident Duty Hours. The provisions set forth in this Section 2.5., in Sections 2.6 and 2.7, and in the other provisions of this Agreement regarding Resident Duty Hours and related obligations which Resident may be required to perform set forth the key elements of the relevant standards for Resident Duty Hours as

promulgated by the ACGME as part of the “Common Program Requirements” for approved residency training programs which are effective from and after July 1, 2015. Resident shall comply with all applicable provisions of such Common Program Requirements, including without limitation those in Section VI.G. regarding Resident Duty Hours. Any questions which may arise with regard to the interpretation and application of such Common Program Requirements to this Agreement and the obligations of Resident and Hospital there under shall be referred to the Program Director for review and determination.

2.6 On-Call. In-House Call is defined as those Duty Hours beyond the normal work day when Resident is required to be immediately available in Hospital.

2.6.1 In-House Call will occur no more frequently than every third night, averaged over a four-week period.

2.6.2 Continuous on-site duty, including In-House Call, will not exceed twenty-four (24) consecutive hours. Resident may be required to remain on duty for up to six (6) additional hours to participate in didactic activities, transfer care of patients, conduct outpatient clinics, and maintain continuity of medical and surgical care as prescribed by Hospital.

2.6.3 No new patients, as defined by Hospital, may be accepted by Resident after twenty-four (24) hours of continuous duty.

2.6.4 At-Home Call (pager call) is defined as call taken by Resident from outside Hospital.

2.6.4.1. The frequency of At-Home Call is not subject to the every third night limitation. However, At-Home Call will not be so frequent as to preclude rest and reasonable personal time for Resident. If Resident takes At-Home Call, Resident will be provided with one (1) day in seven (7) completely free from all educational and clinical responsibilities, averaged over a four-week period.

2.6.4.2. When Resident is called to Hospital from home, the hours Resident spends in-house will be counted toward the eighty (80) hour limit.

2.7 Moonlighting. Resident is required to make a full-time commitment to the Residency Program. Professional and patient care activities performed outside the Residency Program and this Agreement are defined as Moonlighting. Resident is not required to participate in Moonlighting. Any Moonlighting will be monitored by the Program Director to assess the effect of such Moonlighting on Resident’s performance herein. If Resident desires to participate in Moonlighting, he/she will be required to request approval of such participation in advance in writing from the Program Director, who may approve or deny, and, if approved, revoke such approval at any time, at his/her sole discretion. Moonlighting must not interfere with the ability of the Resident to achieve the goals and objectives of the educational program. Time spent by residents in Internal and External Moonlighting (as defined by the ACGME) must be counted towards the eighty (80) hour Maximum Weekly Hour Limit. PGY-1 residents are not permitted to Moonlight. Hospital shall not be liable or responsible for any insurance, compensation, or other costs, expenses, or liabilities of any kind, resulting or arising from Resident’s Moonlighting at facilities or medical offices other than Hospital. (Refer to RPM for policy on Moonlighting and other professional activities.)

2.8 Evaluation. Resident’s performance will be evaluated periodically by the teaching faculty and the Program Director. If the Program Director determines that the Resident’s performance is not satisfactory, the Resident will be counseled and disciplined. See Appendix 1.

3. DUTIES AND OBLIGATIONS OF HOSPITAL

3.1 Training. Hospital will provide Resident with one year of postgraduate training in xxxx that meets the guidelines set forth by the Accreditation Council for Graduate Medical Education (ACGME) and the Program Requirements for Residency Training in XXX (See Exhibit B for specialty requirements).

3.2 Insurance. During the term of this Agreement, Hospital shall provide professional liability insurance covering professional medical services provided by Resident under this Agreement to Hospital inpatients and outpatients and while on rotations approved by Hospital. The Hospital shall provide tail coverage covering such professional medical services.

3.3 Benefits.

3.3.1 Resident and any eligible family members shall be eligible to participate in medical, dental, vision, and long-term disability insurance under the same terms and conditions available to other employees under Hospital's employee benefits plans. If any payments are required from Resident with respect to such participation, they shall either be deducted from Resident's compensation hereunder or Resident will be responsible for making payments directly on a timely basis.

3.3.2 Hospital shall furnish Resident psychological support services under Hospital's employee assistance program on terms and conditions established by Hospital.

3.3.3 Hospital shall furnish Resident physician impairment and substance abuse assistance and counseling, as determined by Hospital. See Appendix 2.

3.4 Meals. Hospital will provide a daily meal allowance to Resident when he/she is on duty/on call.

3.5 Parking. Hospital will furnish parking to Resident at no cost.

3.6 On-Call Rooms. On-call rooms are provided and are assigned on a permanent basis for the duration of training.

3.7 Uniforms. White coats with resident's embroidered name are provided along with dry-cleaning service available through the Concierge.

3.8 Vacation. Resident will receive four (4) weeks of vacation with pay during the term of this Agreement. All vacations are assigned by Hospital prior to the beginning of the academic year. No vacation will be approved if patient care would be adversely affected. Resident will also receive six (6) paid holidays, as determined by Hospital, and up to twelve (12) paid sick days in accordance with applicable federal, state, and local laws. See Appendix 3.

3.9 Leaves of Absence.

3.9.1 In the event Resident is absent from a training assignment, other than on vacation or sick, a formal leave of absence may be granted at the sole discretion of the Program Director except as otherwise may be required by law. The following guidelines are intended to supplement the Administrative Policy and Procedures of the Huntington Hospital (Policy #877) with respect to Residents. However, it should be understood that house officers constitute a special category of Huntington Hospital employees, since they are in training and receiving education. Therefore, they are also subject to

externally set policies in order to fulfill established educational requirements related to their respective specialty board.

3.9.2 All possible exceptions to the standard policies cannot be anticipated, therefore, the program directors reserve the right to consider and resolve each situation, on an individual basis. The intent will be to settle matters in a way that brings about harmony in potentially conflicting policies.

3.9.3 The following apply to residents in training:

3.9.3.1. Leaves of absence for house staff are generally unpaid, unless Resident elects to use accrued Paid Time Off (PTO) or earned Extended Illness Reserve (EIR) as outlined in Policy No. 877.

3.9.3.2. Any leave of absence exceeding two weeks in duration must be made up at the end of the last year of anticipated training. For example, if a house officer in a preliminary one-year program owes time, this must be made up at the end of that year prior to the house officer entering further training at a different institution. If a categorical house officer owes time, then this will be made up at the end of their residency.

3.9.3.3. Time spent on leave of absence cannot be credited toward training requirements. In order to be eligible for the certification boards, training time must be extended to meet the minimum training requirement set by the respective boards.

3.9.3.4. Failure to comply with the foregoing will prevent program directors from certifying completion of training.

3.10 Certificate of Completion. Issuance of a certification of completion for the year of residency training will be contingent upon the Resident having, on or before the date this Agreement will terminate, successfully completed all required rotations, returned all Hospital property (such as keys, badges, equipment, library books, etc.), completed all medical records and settled his/her professional obligations with Hospital, and performed the duties and obligations of this Agreement.

4. BILLING AND COMPENSATION; RECORDS

4.1 Compensation. Hospital shall compensate Resident during the term of this Agreement an annual sum of (XXXXXXXXXXXXXXXXXXXXX)(\$ XXXXXX), payable on a biweekly basis, in accordance with Hospital policies and procedures. Such payments shall be subject to any required deductions or withholds mandated under state or federal law.

4.2 Billing and Collection. Consistent with and as permitted by applicable law, Hospital shall bill and collect for all services of any kind provided hereunder. Resident shall not bill, collect, or otherwise seek payment from any patient or any third party, for any services rendered by Resident hereunder.

4.3 Records. Resident shall maintain such records and supporting documents as may, from time to time, be required to comply with Hospital policies and requirements of governmental agencies and third party payors, including without limitation:

4.3.1 preparing complete and accurate time records which document separately all time spent providing professional, administrative and teaching services hereunder, in a form acceptable to Hospital;

4.3.2 completing or assuring the prompt completion of all patient charts and other written records necessary to be maintained with respect to the Program; and

4.3.3 creating and making available all necessary books, documents and records, in order to assure that Hospital will be able to meet all requirements for participation and payment associated with public or private third party payment programs, including matters covered by Section 1861(v)(1)(I) of the Social Security Act, as amended.

4.4 Third Party Payors. Resident shall fully cooperate as necessary to facilitate Hospital's entry into or maintenance of any third-party payor arrangements.

5. TERM; NONRENEWAL; DISCIPLINE

5.1 Term. This Agreement shall commence on **July 1, 2015** and shall continue for a period of one (1) academic year, ending on **June 30, 2016**, unless sooner terminated as otherwise provided for in this Agreement. Any renewal of this Agreement shall be subject to Section 5.2

5.2 Non-renewal. In the event Hospital decides not to renew Resident's Appointment and this Agreement or not to promote Resident to the next level of training for any reason, it will furnish Resident at least four (4) months written notice in advance of the scheduled expiration date hereof; provided, however, if the primary reason for the non-renewal or non-promotion occurred within the four (4) months prior to such expiration date, it will furnish Resident with as much advance written notice of the intent not to renew or promote as circumstances will reasonably allow.

5.3 Discipline and Dismissal. Hospital may, at its sole discretion, discipline Resident and dismiss Resident's appointment (and terminate this Agreement) if Resident fails to comply with any provision of this Agreement, or if the Resident's academic performance or professionalism remains unsatisfactory after the steps described in Appendix 1. Notwithstanding the foregoing and any other provision of this Agreement, in the event (a) Hospital furnishes written notice of its intent not to renew Resident's appointment and this Agreement or not to promote Resident to the next level of training; (b) Hospital determines to discipline or dismiss Resident for failure to comply with any of the provisions of this Agreement which discipline or dismissal could significantly threaten the Resident's intended career development; or (c) Resident makes a written complaint or grievance related to the work environment or issues related to the Program or facility, Resident shall be entitled to have such matter reviewed under such procedures, including, where applicable, the grievance procedures and any hearing rights that may be provided for in the RPM and under applicable law and may also utilize the dispute resolution process set forth in Section 6 of this Agreement. In no event shall Resident be entitled to any other due process or hearing rights (a) as may otherwise be provided for by Hospital for any of its employees or (b) to have such determination or issue reviewed under the procedures provided under the Medical Staff Bylaws. Following the completion of any review process provided for hereunder, the review procedures available to Resident regarding the matters addressed therein shall include his or her rights under the Dispute Resolution/Mediation procedures provided for under Section 6 herein.

6. DISPUTE RESOLUTION

6.1 Requirements for Initiation of Dispute Resolution. Prior to making a request for the invocation of this procedure under Section 6.2, Resident shall, as applicable, be required to pursue the dispute resolution procedures under Section 5.3 of this Agreement.

6.2 Special Meeting. Except as set forth below, in the event of any dispute or disagreement between the parties with respect to this Agreement, either party may request in writing a special meeting

for the resolution of the dispute (a “Special Meeting”). The Special Meeting shall be held at a mutually agreeable location within ten (10) days of a written request for the meeting, which request shall specify the nature of the dispute to be resolved. The Special Meeting shall be attended by Resident and by representatives of Hospital who shall have reasonable authority to resolve the matter in dispute and each party may or may not be accompanied by legal counsel, in their respective discretion. At such meeting, the parties shall attempt in good faith to resolve the dispute.

6.3 Mediation. If a dispute has not been resolved within thirty (30) days after the date of the Special Meeting, either party may initiate mediation by giving written notice thereof to the other party hereto. Both parties shall attend and participate in the mediation, which shall be binding upon the parties if a mutually agreeable resolution is achieved. The mediation proceeding shall commence not more than thirty (30) days after the written notice initiating the mediation process is given by one party to the other party hereto and shall be conducted in the County of Los Angeles, State of California, by an impartial third party mediator in accordance with the procedures of JAMS/Endispute, Inc. The mediator may be given written statements of the parties and may inspect any applicable documents or instruments. All mediation proceedings shall be attended by Resident and representatives of Hospital with reasonable authority to resolve the dispute. The costs and expenses associated with the mediator and the mediation shall be paid equally by Hospital and Resident, regardless of the result of the mediation proceeding. Further, each party shall bear its own attorneys’ fees and costs in connection with the mediation process.

6.4 Inadmissibility. The Special Meeting and the mediation proceeding shall be subject to California Evidence Code Sections 1152 through 1157, and 1115 through 1128, inclusive.

6.5 No Resolution. In the event a dispute or disagreement between the parties is not resolved pursuant to Section 6.2 or 6.3 and only after exhaustion of such procedures for resolution, either party may litigate the dispute or disagreement in a court of competent jurisdiction sitting in Los Angeles County, California. The parties agree that the foregoing courts are a convenient forum and irrevocably waive any right to object to such venue or to transfer venue, based upon forum non convenience or otherwise.

6.6 Injunctive Relief. Notwithstanding any contrary provisions of this Section 6 and except as may be specifically provided for otherwise in this Agreement, each of the parties hereto shall have the right to apply for and obtain a temporary restraining order or other temporary, interim or permanent injunctive or equitable relief from a court of competent jurisdiction in order to enforce the provisions of any part of this Agreement as may be necessary to protect its rights under those Sections.

6.7 Statutes of Limitations. The dispute resolution procedures under this Section 6 shall not in any manner affect any statute of limitations relating to any claim, dispute or other matter arising out of this Agreement, provided that such statute of limitations shall be stayed during any period that the mediation process is continuing pursuant to this Section 6.

6.8 Right Reserved by Parties. The provisions of this Section 6 shall not limit, require the postponement of, or in any other way preclude the exercise of any right or remedies otherwise enjoyed by either party hereto under the provisions of this Agreement.

7. MISCELLANEOUS

7.1 Confidentiality.

7.1.1 The parties agree that the terms and conditions of this Agreement are confidential. Accordingly, each party agrees not to disclose to any other person or entity, any term or condition of this Agreement, or of any other agreement referred to in this Agreement, or of any

transaction contemplated by this Agreement, except with the prior written consent of the other party and (i) as may be required by law; or (ii) to appropriate representatives, advisors, or counsel as may be reasonably necessary to exercise such party's rights hereunder, subject to the requirement that any such representative, advisor, or counsel receiving such information shall also adhere to the disclosure limitations set forth herein.

7.1.2 Resident acknowledges that in connection with its performance under this Agreement, Resident may, or will have access to and the use of confidential information and trade secrets (the "Confidential Information") of Hospital related to the Department and its operations which include, but are not limited to, financial statements, internal memoranda, reports, patient lists, business plans, methods and know-how, and other materials or records of a proprietary nature. In order to protect the Confidential Information, Resident agrees that he or she will not, from and after the Effective Date and for so long as any such Confidential Information remains confidential, secret or otherwise wholly or partially protectable, including beyond the expiration or termination of the Agreement, directly or indirectly, use such information (except in connection with the performance of duties hereunder) or divulge the Confidential Information to any third party, without first obtaining the prior written consent of Hospital.

7.1.3 Any and all patient records and charts produced as a result of either party's performance under this Agreement shall be and remain the property of Hospital. Both during and after the term of this Agreement, Resident, or Resident's agents, shall be permitted to inspect and/or duplicate, at Resident's expense, any individual patient chart or record to the extent necessary to meet its professional responsibilities to such patient(s) and/or to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, provided that such inspection or duplication is permitted and conducted in accordance with the applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality.

7.1.4 Notwithstanding the foregoing, Resident shall be solely responsible for maintaining patient confidentiality with respect to any information obtained by Resident or Resident's agents pursuant to this Section, and shall comply with all confidentiality and nondisclosure requirements applicable to Hospital, including without limitation, such requirements set forth in the following laws, as such are amended from time to time: (i) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") and the regulations promulgated pursuant thereto establishing standards for privacy of individually identifiable health information and security standards for protecting electronic protected health information, contained in title 45 Code of Federal Regulations (CFR) parts 160 and 164, as well as any other applicable regulations promulgated pursuant to such legislation; (ii) the California Medical Information Act ("CMIA"), contained in the California Civil Code Section 56 et seq.; (iii) the Lanterman-Petris-Short Act, codified as Section 5000 et seq. of the California Welfare and Institutions Code; (iv) the Patient Access to Medical Records Act ("PAMRA") contained in the California Health and Safety Code, Section 123100 et seq.; and (v) the federal Confidentiality of Alcohol and Drug Abuse Patient Records regulations implementing 42 U.S.C. §290dd-2, as amended from time to time. Resident shall not act or fail to act in a manner that would cause Hospital to not be in compliance with such laws.

7.2 Compliance with Laws.

7.2.1 Compliance with Laws. Resident shall comply with all federal, state and local laws, rules and regulations, including without limitation, all hospital and professional licensure and reimbursement laws, rules, regulations and policies as may be in effect from time to time and as are applicable to physician's duties and obligations hereunder. This includes California Business and Professions Code Sections 2065 and 2066, which require that U.S. and Canadian medical school

graduates may train for a maximum of twenty-four (24) months without a license; graduates of international medical schools may train for a maximum of thirty-six (36) months.

7.2.2 No Discrimination. Resident shall not differentiate or discriminate in the provision of any services hereunder due to race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, medical condition, medical history, genetics, evidence of insurability, physical or mental disability, claims history, or any other factor in violation of Hospital policies and procedures or any applicable state, federal or local law or regulation, as may be amended from time to time, including but not limited to the California Fair Employment and Housing Act, the Age Discrimination Act of 1975, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 and Titles VI and VII of the 1964 Civil Rights Act.

7.3 No Harassment. Resident shall comply with Hospital's policies and procedures which prohibit harassing conduct or behavior including, without limitation, sexual harassment.

7.4 Assignment and Delegation. Neither this Agreement nor any of the rights or duties under this Agreement may be assigned or delegated by Resident without the prior written consent of Hospital in its sole discretion, except as expressly authorized in this Agreement. Hospital may assign its rights and duties herein at its sole discretion.

7.5 Notice. Any notice required to be given hereunder shall be in writing and delivered personally, or by regular U.S. Mail, or by overnight delivery or sent by registered or certified mail, return receipt requested, at the applicable addresses listed below or at such other addresses as a party may hereafter designate to the other:

If to Hospital:

Huntington Memorial Hospital
100 West California Avenue
Pasadena, California 91105
Attn: GME

If to Resident:

Huntington Memorial Hospital
100 West California Avenue
Pasadena, California 91105
Attn: XXX - GME

All notices shall be deemed give on the date of delivery if delivered personally or by overnight delivery, or three (3) business days after such notice is deposited in the United States mails, addressed and sent as provided above.

7.6 Entire Agreement. The making, execution and delivery of this Agreement by the parties has not been induced by any representations, statements, warranties or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof, unless expressly referred to by reference herein. This Agreement supersedes any previous oral or written agreements between the parties hereto and any such prior agreement is null and void; provided, the terms and conditions of any prior written agreement regarding the subject matter hereof that expressly continue in effect beyond the expiration of such prior agreement, shall remain in full force and effect.

7.7 Intellectual Property. All patents, inventions, and intellectual property developed or completed in whole or in part by Resident in the course of his or her performance or participation in any of the duties, obligations, services, or training herein, shall be the exclusive property of Hospital. Resident shall execute any additional documentation Hospital may request with respect to such matters.

7.8 Waiver. Any waiver granted by a party shall be in writing, and shall apply solely to the specific instance for which a waiver is approved.

7.9 Amendment. Any and all amendments to this Agreement shall be in writing and executed by the both parties to the Agreement.

7.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

7.11 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

7.12 Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California and the United States, without giving effect to conflicts of laws principles thereof which might refer such interpretations to the laws of a different state or jurisdiction.

7.13 Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used for interpretation or determination of the validity of this Agreement or any provision hereof.

7.14 Force Majeure. Neither party shall be liable nor deemed to be in default for any delay, interruption or failure in performance under this Agreement deemed resulting, directly or indirectly, from Acts of God, civil or military authority, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, riots, civil disturbances, strike or other work interruptions by either party's employees, or any similar or dissimilar cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

7.15 Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural.

[Signature pages follow]

This Graduate Medical Education Postgraduate Agreement is executed at Pasadena, California, to be effective on the Effective Date.

HUNTINGTON MEMORIAL HOSPITAL

XXXXXX, MD

By: _____

By: _____

XXXX

XXXXXXXX, MD

Initials: _____

Initials: _____

By: _____

Paula Verrette, M.D.

Initials: _____

EXHIBIT A

INFORMATION RELEASE, CONSENT AND ACKNOWLEDGEMENT

I, xxxx, acknowledge and agree that I will adhere to all policies, procedures, rules and regulations of any health facility or medical office in which I may receive training during my participation in physician postgraduate training programs (“Health Facility” or collectively “Health Facilities”) established and/or affiliated with Huntington Memorial Hospital (“HMH”). I agree to be bound by the policies, procedures, rules and regulations established by HMH to resolve any disputes, including disciplinary actions, between or among myself, HMH and any Health Facility.

I acknowledge and agree that each Health Facility shall have the right to restrict or terminate any participation in such training program and/or to refuse to certify that I have successfully completed such training program.

I authorize HMH and each Health Facility to consult at any time with the administration and members or the faculty of HMH and any Health Facility or other medical educational institution with which I have been associated which may have information relating to my qualifications, competence, performance, character, physical and mental health status, ethics, judgments, and ability to work with others (“Performance Information”). I consent to the disclosure, inspection and copying of records, documents, and information of any kind concerning or relating to Performance Information, by HMH and Health Facilities.

I hereby release all persons and entities, including without limitation HMH and Health Facilities, and their respective directors, officers, agents, and employees, and physicians who are members of their respective medical staffs, from any and all liabilities resisting from or relating to their acts, omissions, reviews, evaluations, decisions and communications made in good faith and without malice in connection with or related to my performance or participation in any of the training programs at HMH or any Health Facility.

I specifically acknowledge that I have read and understood the provisions of Sections 5.3, 6, and 7 of this Agreement with regard to all procedures set forth therein, including but not limited to those related to dispute resolution, and agree that they shall be applicable to the review and resolution of any disputes I may have with the Hospital with respect to the matters addressed therein.

Print Name: _____

Signature: _____

Date: _____

EXHIBIT B – use either medicine or surgery

RESIDENCY COMPLETION AND CERTIFICATION FOR BOARD EXAMS – GENERAL SURGERY

Certification of completion of training will be contingent upon the resident having successfully completed all required components of the training program.

Requirements for **General Surgery Residents** to become Board Certified through the American Board of Surgery are outlined below. The majority of the information has been collected from the *American Board of Surgery's Booklet of Information*. (<http://home.absurgery.org/xfer/BookletofInfo-Surgery.pdf>) Applicants for examination must have been the operating surgeon for a minimum of **750 operative procedures in five years**, including at least **150 operative procedures in the chief resident year**. **A minimum of 25 cases is required in the area of surgical critical care patient management**, with at least one case in each of the area's seven categories. Applicants must submit a report that tabulates their totals to the American Board of Surgery.

Specific Requirements:

To be accepted into the certification process, applicants must have completed the following:

- A minimum of five years of *progressive* residency education satisfactorily following graduation from medical school in a program in general surgery accredited by the Accreditation Council for Graduate Medical Education (ACGME) or Royal College of Physicians and Surgeons of Canada (RCPSC).
- All phases of graduate education in general surgery in an accredited general surgery program.
- Sixty months of residency training at no more than three residency programs.
- No fewer than 48 weeks of full-time experience in each residency year. This is required regardless of the amount of operative experience obtained.
- At least 54 months of clinical surgical experience with progressively increasing levels of responsibility over the five years in an accredited surgery program, including no fewer than 42 months devoted to the content areas of general surgery.
- The programs *Advanced Cardiovascular Life Support (ACLS)*, *Advanced Trauma Life Support® (ATLS®)* and *Fundamentals of Laparoscopic Surgery (FLS)*. Applicants are not required to be currently certified in these programs; they must only provide documentation of prior successful completion.
- No more than six months during junior years assigned to non-clinical or non-surgical disciplines
- The entire chief resident experience in either the content areas of general surgery, or thoracic surgery
- Acting in the capacity of chief resident in general surgery for a 12-month period, with the majority of the 12 months served in the final year.
- The final two residency years in the same program

This information can also be found in the Resident Physician Manual (RPM).

RESIDENCY COMPLETION AND CERTIFICATION FOR BOARD EXAMS – INTERNAL MEDICINE

Certification of completion of training will be contingent upon the resident having successfully completed all required components of the training program.

The American Board of Internal Medicine (ABIM) requires **Internal Medicine Residents** to complete 36 months of training, allowing for three months of vacation during the

three year residency program. Residents taking a leave of absence beyond the three months allowed for vacation will need to extend their training in order to take the exam. The ABIM requires all training must to be completed by August 31st of the same year, otherwise residents will take the exam the following year. Additional information regarding the ABIM exam can be found at www.abim.org.

This information can also be found in the Resident Physician Manual (RPM).

Pasadena Hospital Association, LTD
doing business as Huntington Memorial Hospital

Resident
XXXX, MD

By: _____
Its: _____

By: _____
Its: _____

APPENDIX 1

EVALUATION OF ACADEMIC PERFORMANCE AND PROFESSIONAL CONDUCT

1. Evaluation of the Resident's academic performance is reviewed throughout the year by the appropriate teaching faculty, Clinical Competence Committee and the Program Director. If it is determined by the Program Director that a resident has demonstrated unsatisfactory academic performance, counseling will be done and disciplinary action may be taken which may result in the eventual dismissal from the Residency Program.
2. Conduct detrimental to patient safety or the delivery of quality patient care, disruption of the operations of the Hospital, or violation of standards of professional conduct and/or ethics may result in disciplinary action being taken or dismissal from the Residency Program.
3. Commission by the resident of an offense under Federal, State or local laws or ordinances which impacts upon a resident's ability to appropriately perform his/her normal duties in the Residency Program may result in dismissal from the Residency Program.

DUE PROCESS

Whenever the activities of a resident are considered to be lower than the standards or aims of the training department, or to be disruptive to the operation of the hospital, corrective action against such resident may be requested by any member of the teaching faculty. All requests for corrective action shall be in writing and be directed to the proper Program Director.

1. The Program Director shall meet with the resident and faculty member requesting corrective action as soon as practical, but no later than 10 days after the request has been received.
2. At such interview, the resident shall be informed of the general nature of the charges against him/her and shall be invited to discuss, explain, or refute them. This interview shall not constitute a hearing, shall be preliminary in nature, and a record of such interview shall be made and filed.
3. If corrective action is indicated and recommended by the Program Director, but is not acceptable to the Resident, the Resident may, within 10 days by written request, ask for a review by the appropriate Clinical Competence Committee. This review shall take place within 30 days of the request.
4. Written notice of all charges and of the hearing date shall be given to the Resident at least 20 days prior to the hearing.
5. The Resident shall be permitted to be accompanied by another physician or advisor, of

his/her choice, at this hearing.

6. The Clinical Competence Committee shall review the record, interview the Resident and other involved personnel as seems appropriate. A record of the hearing should be made and retained for review by interested parties who have obtained the written consent of the Resident.
7. The Clinical Competence Committee shall submit a recommendation, in writing, to the Program Director and the Director of Medical Education.
8. Pending a final decision of the adverse action by the appellate body for the program, the resident shall be permitted to continue in the Hospital's residency training program, except in the extraordinary case where patient safety and well-being would be in jeopardy.
9. Corrective actions, except in termination, will be final on receipt of the Program Director's written notice unless the resident successfully grieves the action.

APPENDIX 2

PHYSICIAN IMPAIRMENT

PURPOSE

To provide a mechanism, separate from the medical staff disciplinary function that:

- Supports education about physician health.
- Addresses prevention of physical, psychiatric and emotional illness that may impact a physician's ability to safely and effectively perform the essential functions of his/her position.
- Facilitates confidential diagnosis, treatment and rehabilitation of physicians who suffer from a potentially impairing condition.

POLICY STATEMENT

The Hospital will provide assistance in the rehabilitation process as it pertains to aiding resident physicians in retaining and regaining optional professional functioning, consistent with providing safe and appropriate care to patients.

Program Directors, faculty, and other medical center professionals are encouraged to be observant for signs of impairment as a result of alcohol, drugs, psychiatric or medical disorders among residents.

When impairment is suspected, the appropriate Program Manager or Program Director should be informed and should utilize available resources to investigate the situation and take appropriate corrective and remedial actions, including intervention, when warranted.

It is the institution's goal to provide intervention and rehabilitation for impaired residents and to support them during the process. However, dismissal is possible if the resident refuses such assistance.

Resources available for program directors, faculty, or residents with respect to impairment include the Physician Well-Being Committee and Human Resource referrals.

Nothing in this policy shall be considered inconsistent with Huntington Hospital's Rules and Regulations, Impaired Physician Reporting Law, Physician Well-Being Committee and policies covering Substance and Abuse Testing, Anti-Violence in the Workplace and Drug and Alcohol respectively. These policies are hereby reaffirmed in their entirety. At all times the Hospital will comply with pertinent state and federal laws; including but not limited to the Americans with Disabilities Act ("ADA"), the Family and Medical Leave Act ("FMLA"), and the California Family Rights Act ("CFRA").

APPENDIX 3

VACATIONS

All residents receive four weeks of vacation with pay.

1. It is preferred that residents not take vacations during the months of June or July unless the Chief Resident or Program Director gives special approval.
2. Vacation schedules are coordinated by the respective Chief Residents. All vacations are assigned prior to the academic year. Changes of vacation time are made only if an emergency situation occurs. All vacation schedules must be reported to the Program Managers.

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this “Agreement”) is effective this 22nd day of June 2015 (the “Effective Date”) by and between Pasadena Hospital Association, Ltd., a California nonprofit public benefit corporation, doing business as Huntington Memorial Hospital (“Covered Entity”) on behalf of itself, and its current and future subsidiaries and affiliates, and **Resident** (“Business Associate”), including all current and future lines of business, affiliates, and subsidiaries.

RECITALS

- A. Covered Entity and Business Associate have entered into various arrangements and may in the future enter into additional arrangements (collectively, the “Underlying Contracts”) pursuant to which Business Associate provides various items and/or services to Covered Entity or Covered Entity’s patients and may create, receive, maintain, or transmit Protected Health Information on behalf of Covered Entity.
- B. Covered Entity and Business Associate are committed to complying with the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (collectively “HIPAA”), the California Confidentiality of Medical Information Act contained in the California Civil Code Section 56 *et seq.*, the data breach reporting requirements of California Health & Safety Code Section 1280.15 and Civil Code Section 1798.82, and the Patient Access to Medical Records Act contained in the California Health and Safety Code, Section 123100 *et seq.*, and all other laws and regulations governing the privacy and security of medical information (collectively, the “Privacy & Security Laws”).

AGREEMENT

In consideration of the promises contained in this Agreement and the Underlying Contracts and for other good and valuable consideration, the delivery and sufficiency of which is acknowledged, the parties agree as follows:

1. Definitions

All capitalized terms used but not otherwise defined in this Agreement shall have the same meaning as in HIPAA. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR Section 160.103 that is received, created, maintained, or transmitted by Business Associate on behalf of Covered Entity. “Individual” shall have the same meaning as the term “individual” in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).

2. Obligations and Activities of Business Associate

- a) Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Agreement.

- b) Business Associate agrees to use appropriate administrative, physical, and technical safeguards and comply, where applicable, with the Security Standards for Protection of Electronic Protected Health Information, 45 CFR Part 164 Subpart 164, to: (i) prevent Use or Disclosure of the Protected Health Information other than as provided for by this Agreement; and (ii) reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity.
- c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement and shall cooperate with Covered Entity in the mitigation process.
- d) Business Associate agrees to report to Covered Entity, without unreasonable delay and no later than within forty-eight (48) hours of discovery:
 - (i) Any Use or Disclosure of Protected Health Information not provided for by this Agreement, including Breaches of Unsecured Protected Health Information as required by 45 CFR Section 164.410; and/or
 - (ii) Any Security Incident provided that any Security Incidents that are “unsuccessful” and do not represent risks to Protected Health Information, such as “pings” on a firewall, may be reported through routine reports.
- e) Business Associate shall not Disclose Protected Health Information to any third party except as expressly permitted by this Agreement or the Underlying Contracts, as expressly permitted by Covered Entity based on prior written approval, or as Required By Law. Business Associate agrees to ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on Business Associate’s behalf agree in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such Protected Health Information. Business Associate shall ensure that any subcontractors to whom it provides Electronic Protected Health Information agree in writing to implement reasonable and appropriate safeguards to protect such information. Business Associate shall not Disclose Protected Health Information, or permit an agent or subcontractor to Disclose Protected Health Information, to any person outside the United States of America.
- f) Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity and to the Secretary of the Department of Health and Human Services (“Secretary”) for the purposes of the Secretary determining compliance with HIPAA, and Covered Entity’s determining Business Associate’s compliance with this Agreement. Nothing in this section shall be construed as a waiver of any legal privilege or of any protections for trade secrets or confidential commercial information. Business Associate shall immediately notify Covered Entity of such request from the Secretary pertaining to an investigation of Covered Entity’s compliance with HIPAA.

- g) Business Associate, upon request by Covered Entity, will make Protected Health Information in a Designated Record Set available to Covered Entity or, at the request of Covered Entity, the Individual, within ten (10) days of Covered Entity's request, as necessary to allow Covered Entity to comply with its obligations to provide access to Individuals of their health information as required by 45 CFR Section 164.524. Any denial of access to Protected Health Information will be the responsibility of Covered Entity. In the event any Individual requests access to Protected Health Information directly from Business Associate, Business Associate shall forward such request to Covered Entity within two (2) business days.
- h) Business Associate, upon request by Covered Entity, will make Protected Health Information in a Designated Record Set available to Covered Entity and will incorporate any amendments to such information as instructed by Covered Entity within ten (10) days of a request, as necessary to allow Covered Entity to comply with its amendment obligations as required by 45 CFR Section 164.526. Any denial of amendment of Protected Health Information will be the responsibility of Covered Entity. In the event any Individual requests amendment to Protected Health Information directly from Business Associate, Business Associate shall forward such request to Covered Entity within two (2) business days.
- i) Business Associate will maintain and, upon request by Covered Entity, within ten (10) days provide Covered Entity with the information necessary for Covered Entity to provide an Individual with an accounting of Disclosures and/or access report as required by 45 CFR Section 164.528. Nothing in this section shall require Business Associate to maintain or provide an access report of Protected Health Information unless such action is required by amendments to 45 CFR Section 164.528. In the event any Individual requests an accounting of Disclosure of Protected Health Information directly from Business Associate, Business Associate shall forward such request to Covered Entity within two (2) business days.
- j) To the extent that Business Associate is to carry out one or more of Covered Entity's obligations under the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 164 Subpart E, including but not limited to the provision of a notice of privacy practices on behalf of Covered Entity, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.
- k) Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Health Information unless such remuneration is permissible under HIPAA.
- l) Business Associate will comply with federal and state law and will not act or fail to act in a manner that would cause Covered Entity to not be in compliance with federal and state law including, but not limited to, the Privacy and Security Laws.
- m) Business Associate (or its agents or subcontractors) will request, Use and Disclose only the minimum amount of Protected Health Information necessary to accomplish the purpose of the request, Use or Disclosure.
- n) Business Associate agrees to indemnify and hold harmless Covered Entity, its employees, officers, trustees, agents, and contractors from any and all liability, including attorneys' fees, costs of defense, and costs of mitigation and/or notification, that may arise from: (i) Business Associate's transmission, access, storage, Use, or Disclosure of Protected Health Information

or(ii) any misrepresentation, breach of warranty, breach, or non-fulfillment of any undertaking on the part of Business Associate under this Agreement and the Underlying Contracts.

- o) No limitations of liability, limitations of remedy, or disclaimers by Business Associate contained in the Underlying Contracts shall apply to the obligations and subject matter of this Agreement or to remedies sought by Covered Entity with respect to a breach of this Agreement by Business Associate or any of Business Associate's workforce, agents, or subcontractors.
- p) The parties acknowledge that the Use or Disclosure of Protected Health Information in a manner inconsistent with this Agreement or the Underlying Contracts will cause Covered Entity irreparable damage and that Covered Entity shall have the right to equitable and injunctive relief to prevent the unauthorized Use or Disclosure and to such damages as are occasioned by such unauthorized Use or Disclosure in addition to other remedies available at law or in equity. Covered Entity's remedies under this Agreement and the Underlying Contracts shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other.
- q) The Parties agree that the Protected Health Information is, and shall remain, the property of Covered Entity.
- r) Business Associate shall maintain appropriate and adequate insurance coverage to cover Business Associate's obligations pursuant to this Agreement and the Underlying Contracts.

3. Permitted Uses and Disclosures by Business Associate

- a) Except as otherwise limited in this Agreement, Business Associate may: (i) Use or Disclose Protected Health Information in its possession to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Contracts, provided that such Use or Disclosure would not violate HIPAA if done by Covered Entity; and (ii) Use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- b) Except as otherwise limited in this Agreement, Business Associate may Disclose the Protected Health Information in its possession to a third party as Required By Law provided that Business Associate makes a reasonable effort to notify Covered Entity prior to the Disclosure if such notification is permissible under law and Business Associate cooperates with any of Covered Entity's reasonable attempts to challenge or limit the Disclosure.
- c) Except as otherwise limited in this Agreement, Business Associate may Disclose the Protected Health Information in its possession to a third party for the proper management and administration or to fulfill any legal responsibilities of Business Associate, provided that (i) Business Associate has received Covered Entity's written request and (ii) Business Associate has received from the third party reasonable written assurances that the information will remain confidential and will be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the party, and that the third party agrees to notify

Business Associate of any instances of which it was aware in which the confidentiality of the information has been breached.

- d) Except as otherwise limited in this Agreement, Business Associate, with the prior written authorization of Covered Entity, may aggregate Protected Health Information received from Covered Entity, provided that the purpose of such aggregation is to provide Covered Entity with data analyses relating to the Health Care Operations of Covered Entity.
- e) Business Associate may not Use Protected Health Information to create de-identified Health Information in accordance with 45 CFR Section 164.514(b) for purposes unrelated to the Underlying Contracts without prior written approval of Covered Entity.

4. Term and Termination

- a) Term. The term of this Agreement shall commence as of the Effective Date and shall terminate when all Underlying Contracts have terminated.
- b) Termination. Covered Entity may terminate the Underlying Contracts immediately if it determines that Business Associate has Used or Disclosed Protected Health Information in violation of state or federal law. Upon Covered Entity's knowledge of a material breach by Business Associate of this Agreement, Covered Entity may either (i) provide an opportunity for Business Associate to cure the breach or end the violation within the time specified by Covered Entity, or (ii) immediately terminate the Underlying Contracts.
- c) Effect of Termination.
 - (i) Except as provided in paragraph (ii) of this section, upon termination of this Agreement or the Underlying Agreements for any reason, Business Associate shall, at the election of Covered Entity, return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - (ii) In the event that Covered Entity determines that returning or destroying the Protected Health Information obtained by Business Associate is infeasible, and to the extent the Business Associate retains any knowledge of the Protected Health Information, then Business Associate shall extend the protections of this Agreement to such Protected

Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for as long as Business Associate maintains such Protected Health Information. This Section shall survive the termination of this Agreement for any reason.

5. Miscellaneous

- a) Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA and federal and state law. Covered Entity may terminate the Underlying Contracts if Business Associate fails to agree to an amendment that Covered Entity reasonably determines is necessary to comply with federal and state law.
- b) Interpretation. This Agreement modifies and supplements the terms and conditions of the Underlying Contracts and shall be deemed a part of the Underlying Contracts. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Laws and other applicable laws and that provides the greatest privacy and security protections to the Protected Health Information. In the event any provision of any of the Underlying Contracts conflicts or is inconsistent with this Agreement, then this Agreement shall control. The terms of this Agreement shall be construed in light of any applicable interpretation or guidance on HIPAA issued by the Secretary from time to time.
- c) No Third Party Beneficiaries. Nothing in this Agreement or the Contracts shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- d) Amendment; Waiver. This Agreement may be modified only in writing, executed by both parties. The waiver by either party of a breach or violation of any provision of this Agreement shall not be construed to be a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement.
- e) Effect on Agreement. Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Underlying Contracts shall remain in force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

COVERED ENTITY

BUSINESS ASSOCIATE

Pasadena Hospital Association, d.b.a.
Huntington Memorial Hospital

Resident Name:

By: _____

By: _____

Print Name: _____

Print Name: _____