

[DATE]

[NAME]

[ADDRESS]

[ADDRESS]

Re: Resident-in-Training Agreement for ACGME Accredited Programs

Dear _____:

We are excited to have you join the Huntington Health family. Your employment will be governed by this Resident-In-Training Letter Agreement, subject to the terms and conditions of the Basic Terms and all exhibits, schedules and other attachments (collectively, the “**Agreement**”). We, the parties, agree as follows:

BASIC TERMS

1.	“Hospital:”	Pasadena Hospital Association, Ltd., dba Huntington Hospital
2.	“Resident:”	
3.	Academic Year:	2026 – 2027 Academic Year
4.	“Term:”	From _____ to _____. The effective date of this Agreement may be delayed if all pre-employment requirements are not met.
5.	“Compensation:”	\$_____ per year, paid in equal amounts in each paycheck during the year, subject to Section 2.1.
6.	“Department:”	Graduate Medical Education
7.	Post-Graduate Year (“PGY”):	
8.	“Program:”	
9.	“Housing Stipend:”	\$10,000 per year, paid in equal amounts in each paycheck during the year, subject to Section 2.2.
10.	Survival:	The following parts of the Agreement shall survive expiration or termination of the Agreement: Article 5.
11.	Exhibits:	A – Terms and Conditions

SIGNATURES

<p>HOSPITAL</p> <p>Pasadena Hospital Association, Ltd., dba Huntington Hospital</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Notice Address:</p> <p>Huntington Hospital 100 W. California Blvd. Pasadena, CA 91105 Attention: GME Office</p>
<p>PHYSICIAN</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Date: _____</p>	<p>Notice Address: (NO PO BOX)</p>

Exhibit A
Terms and Conditions

1. Appointment.

1.1 Appointment. Resident is a physician-in-training. The Program is accredited by the Accreditation Council for Graduate Medical Education (“ACGME”). Resident’s postgraduate training year (PGY) in the Program is the PGY set forth in the Basic Terms. Resident’s appointment is contingent upon meeting the conditions required by Hospital as stated in the Huntington Hospital Resident Manual and those pre-employment requirements pursuant to Hospital’s employee hiring policies and procedures.

1.2 Certain Requirements. Resident acknowledges, understands, and agrees that Resident’s appointment is subject to satisfactory completion of all pre-and post-appointment requirements, including the following:

(a) Attend and participate in all HR and GME new resident and fellow orientation activities.

(b) Provide all credentialing and other documentation as required and prior to Resident’s program start date and throughout training, which may include proof of right to work in the United States, Education Committee on Foreign Medical Graduates (ECFMG) Certificate, proof of compliance with California Medical Board licensing laws.

(c) Submit to a pre-employment background check, which may be repeated at any time during Resident’s appointment as allowed by law. In addition, Resident will submit to drug testing as requested upon reasonable suspicion.

(d) Comply with Hospital’s pre-employment physical exam, immunization, and other health requirements prior to the start date, and similar post-appointment health and safety requirements.

1.3 Outside Activities. Resident agrees that any professional activities, moonlighting, consulting activities or similar activities at Hospital or elsewhere that Resident may perform outside the scope of Resident’s Hospital appointment (“**Outside Activities**”) require the prior written consent of Resident’s Program Director, which may be withheld for any reason in the Program Director’s sole and absolute discretion. Failure to obtain such prior written consent shall be an immediate material breach of this Agreement. The professional liability insurance provided by Hospital does not cover Outside Activities and Resident agrees to indemnify, defend, and hold harmless Hospital and its affiliates and agents from any and all liability and costs (including attorneys’ fees) arising from any Outside Activities.

1.4 Release of Information

(a) **Resident Information.** Resident consents to the release and disclosure of all information it receives regarding Resident’s professional qualifications, credentials, clinical competence, quality assurance and utilization data, character, mental condition, physical condition, alcohol or chemical dependency diagnosis and treatment, ethics, behavior, or any other matter reasonably having a bearing on Resident’s professional qualifications (collectively, “**Resident Information**”), to Hospital and agrees to cooperate with Hospital to effect such release and disclosure, including by executing any consents or waivers as may be required by third parties. Further, Resident consents to the disclosure of the Resident Information by

Hospital to any health plan, any managed care organization, any licensing agency, the National Practitioner Data Bank and any healthcare facility at which Resident has applied for or been granted medical staff privileges. "Resident Information" shall not include employment-related information maintained in Resident's confidential employee file.

(b) **Release.** Resident hereby extends absolute immunity to, and releases from any and all liability, Hospital, and their respective employees, directors, officers, advisors, counsel, and agents (collectively, the "**Released Parties**"), for acts performed in connection with the gathering or disclosure of, and reliance upon, any Resident Information gathered or disclosed pursuant to this Agreement. Resident agrees not to sue any Released Party for defamation or any other claims based on statements made in good faith and without malice or misconduct in connection with the gathering or disclosure of Resident Information. This release shall be in addition to, and in no way shall limit, any other applicable immunities provided by law for peer review and credentialing activities.

2. Compensation & Benefits.

2.1 Stipend. Resident shall receive a stipend in an amount of the Compensation set forth in the Basic Terms, payable in accordance with Hospital's payroll policies and procedures, and subject to withholdings for taxes and other deductions authorized by law.

2.2 Housing Stipend. Resident shall receive a housing stipend in the amount of the Housing Stipend set forth in the Basic Terms, payable in accordance with Hospital's payroll policies and procedures, and subject to withholdings for taxes and other deductions authorized by law.

2.3 Benefits. Hospital provides benefits such as health insurance for Resident and Resident's qualified dependents, disability insurance, and other health and welfare benefits as set forth in Hospital's policies and procedures and as are generally available. Additional information regarding these benefits as well as professional liability coverage may be found on the GME website and within the Huntington Hospital Resident Manual.

2.4 Well-Being. Hospital offers resources to support the well-being of residents, which includes confidential counseling and support. In addition, Hospital provides information and education about physician impairment and substance abuse. For more information on these resources, please contact Resident's Program Manager.

2.5 Professional Liability Insurance. Hospital provides residents and fellows professional liability insurance that covers their activities within the course and scope of their Hospital training programs. Residents are expected to cooperate fully in any investigations or legal proceedings that may arise. Failure to cooperate may result in personal liability. In the event a complaint or claim involving Resident's services arises, Resident shall cooperate and participate in the defense of the litigation or claim without the expectation of compensation.

3. Term.

3.1 Term. Resident's appointment is for the Term set forth in the Basic Terms.

3.2 Renewal. For Resident's appointment to be renewed for an additional twelve (12) month period, Resident will be required to satisfactorily fulfill all educational requirements; master the ACGME core competencies and/or program goals and objectives necessary to progress to the next level of training; and fulfill all other terms and conditions set by Hospital in

its sole discretion. Any renewal of Resident's appointment must be documented in writing and signed by Resident and Hospital. If Resident completes the relevant program requirements prior to the expiration of the then-current term, this Agreement will terminate on the completion date. Resident's appointment could be subject to earlier termination for failure to comply with all Graduate Medical Education (GME) policies and procedures or the terms of this Agreement.

3.3 Satisfactory Performance. Resident understands that Resident's appointment is expressly conditioned upon satisfactory performance of all program elements, and if Hospital determines that Resident's actions, conduct, or performance, professional or otherwise, are or may be inconsistent with the terms of this Agreement, Hospital's policies, standards of patient care, patient welfare, or the objectives of Hospital, corrective action may be taken by Hospital, up to, and including separation from the program and termination of employment.

3.4 Summary Suspension. Resident understands the Program Director, or their delegate, shall have the authority to summarily suspend, without prior notice, all or any portion of Resident's appointment granted by Hospital, whenever such individual determines, in their sole discretion, that Resident's continued appointment places the safety or health of Hospital patients or any personnel in jeopardy, or to prevent imminent or further disruption of Hospital operations. Resident acknowledges that all summary suspensions will be reviewed in accordance with the GME Academic Due Process Policy.

3.5 Termination. Resident understands that Resident's appointment shall be terminated automatically and immediately upon the suspension, revocation, termination, or final rejection of Resident's application for Resident's California professional license. In the event of such a suspension, revocation, termination, or final rejection, Resident acknowledges that Resident is obligated to report that fact to Resident's Program Director immediately.

3.6 Reporting. Resident acknowledges that Hospital will comply with the obligations imposed by state and federal law and regulations to report when deemed necessary any actions involving non-reappointment or other disciplinary actions related to medical disciplinary causes or reasons as outlined by (a) Section 805 of the California Business and Professions Code, as amended from time to time; or (b) 45 C.F.R. Part 60, as amended from time to time.

4. Policies.

4.1 Certain Policies. The Huntington Hospital Resident Manual describes institutional policies and procedures applicable to residents and fellows appointed to a GME training program at Hospital. Program-specific policies are available from Resident's Program Manager. The Huntington Hospital Resident Manual as well as other important policies are available to Resident on the GME website at <https://www.huntingtonhealth.org/education/residency-programs/graduate-medical-education/resident-compensation-new-hire-information/>. Resident represents that Resident has read the policies listed below in full prior to signing this Agreement. Resident agrees to abide by and comply with all Hospital policies and procedures, including the following:

- (a) The Huntington Hospital Resident Physician Manual;
- (b) Due Process;
- (c) House Staff Work Hours;
- (d) Resident Leave;

- (e) Outside Employment (Moonlighting and Other Professional Activities);
- (f) Resident Responsibilities;
- (g) Resident Re-Appointment, Promotion, and Non-Renewal;
- (h) Hospital & Human Resources' Policies;
- (i) Equal Employment Opportunity;
- (j) Discrimination & Harassment;
- (k) Jury Duty Pay; and
- (l) Social Media.

4.2 Boards. For more information regarding eligibility for specialty board examinations, please contact Resident's Program Director or Program Manager, or visit the American Board of Internal Medicine website (<https://www.abim.org>).

4.3 Compliance.

(a) Resident represents and warrants to Hospital that prior to the effective date of this Agreement, Resident has not been reprimanded, sanctioned, or disciplined by any professional licensing board, such as any state Medical Board, or any medical specialty board, and Resident understands and acknowledges that Resident is required to notify Resident's Program Director of any such action during the term of Resident's appointment.

(b) Resident represents and warrants that Resident (i) has not, in the past ten (10) years, been debarred, excluded or otherwise made ineligible by any Federal governmental agency from participating in Federally reimbursed health care programs; (ii) has not, in the past ten (10) years, been sanctioned or convicted by any Federal governmental agency; and (iii) is not listed in any Federal governmental agency's list of sanctioned, debarred, excluded or ineligible contractors. Resident understands that Resident is required to notify Resident's Program Director within three (3) business days of any such conviction, citation, judgment, or settlement.

(c) Resident understands and agrees to notify Hospital's Chief Human Resources Officer and the Graduate Medical Education Office of any criminal arrest and/or criminal charge immediately, but in no event later than three (3) days, following of any such arrest and/or charge.

5. Miscellaneous.

5.1 Cooperation. Resident agrees that if Resident receives any summons, complaint, subpoena, or other court paper of any kind during the term of Resident's appointment, including those related to Resident's physician-in-training services and activities at Hospital or elsewhere, Resident shall immediately report this and provide a copy to Resident's Program Director. Resident further agrees to cooperate with any and all Hospital requests, including but not limited to those by investigators, committees, and departments of Hospital, particularly in connection with the following: (i) evaluation of patient care; (ii) review of an incident or claim; and/or (iii) preparation for litigation, whether or not Resident is a named party to that litigation.

5.2 Acknowledgement. By signing this Agreement, Resident acknowledges that Resident has read and understood this Agreement and has been represented by legal counsel of Resident's own choice or has elected not to be represented by legal counsel in this matter.

5.3 Amendment. This Agreement may be modified or amended only by mutual written agreement of the parties. Any such modification or amendment must be prospective in effect, in writing, dated and signed by the parties, and explicitly indicate that such writing modifies or amends this Agreement.

5.4 Confidential Agreement. Resident and Hospital shall not disclose any of the provisions of this Agreement to any person or entity, other than their respective attorneys or accountants, without the prior written consent of the other party, unless and only to the extent: (a) such disclosure is required by law, subpoena or legal process and filed under seal with any court, as applicable; (b) such disclosure is requested or required by fiscal intermediaries, regulatory or accreditation bodies, or payor contracts; or (c) such disclosure is made by Hospital in connection with the tax-exempt status, tax-exempt bonds or other financing transactions of Hospital or any Affiliate.

5.5 Governing Law. This Agreement shall be governed and construed with the laws of the State of California.

5.6 Notice. Written notice required under this Agreement shall be delivered in person or sent by United States mail, postage prepaid to the party's address indicated opposite such party's signature on this Agreement. Either party may change the address to which notices are to be delivered by giving written notice of such change. Written notice is effective upon personal delivery, and mailed notices are effective 2 business days following overnight delivery or 5 days following deposit with the U.S. Postal Service.

5.7 Media Inquiries. Resident shall not respond to any press or media inquiries regarding any business or affairs of Hospital or any Affiliate, or purport to represent Hospital or any Affiliate in any communications with the press or media, without the prior authorization of Hospital, and agrees to direct all press or media inquiries as directed by Hospital. "Affiliate" shall mean any health care facility or clinic which is controlled by, owned by or under common ownership with Hospital Health System or is a parent, subsidiary or joint venture of Hospital.

5.8 Use of Name. Resident shall not make any written use of or reference to any of Hospital's or an Affiliate's names, trade names, fictitious business names, trademarks, service marks, or logos for any purpose without the prior written consent of Hospital, which consent may be withheld or granted at Hospital's sole and absolute discretion.

5.9 No Publicity. Hospital recognizes that Resident may engage in public speaking, writing for publication, and/or communications, including with the press and/or media, on matters unrelated to Hospital, its Affiliates, or services under this Agreement. Resident, in any such public speaking, writing, or communications, shall not refer, directly or indirectly, to this Agreement, the terms of this Agreement, or the fact that Resident is a resident at Hospital, without the prior written consent of Hospital, which Hospital may grant or deny in its sole discretion. Hospital hereby consents to Resident listing Hospital as Resident's employer on LinkedIn or other professional websites. Resident shall not, in any way, directly or indirectly, represent or hold Resident's self out as an agent of Hospital or any Affiliate.

5.10 Name & Likeness. Resident grants to Hospital the right to use Resident's name and likeness in its promotional activities and marketing campaigns following execution of this Agreement, leading up to and during the Term. Resident will not use Hospital's or any of their affiliate's names, service marks or other marks, logos or other intellectual property in any

advertising, marketing or other promotional efforts in any media whatsoever without Foundation's prior written consent.

[END OF AGREEMENT]