

## **GRADUATE MEDICAL EDUCATION RESIDENT EMPLOYMENT AGREEMENT**

THIS RESIDENT EMPLOYMENT AGREEMENT (the “Agreement”) is entered into as of the last signatory hereto and made effective as of July 1, 202- (the “Commencement Date”), and is by and between Prime Garden City Medical Group and, (“Resident”). (Hospital and Resident may be referred to herein individually as a “Party” and collectively as the “Parties”).

**WHEREAS**, the Sponsoring Institution sponsors a three-year Residency program of graduate medical education which enables competent resident physicians to become qualified in the specialty of Emergency Medicine (“Specialty”) (said residency program being hereinafter referred to as “Program”). Hospital is the Primary Clinical Site.

**WHEREAS**, Resident is a graduate medical student who, following application, has been deemed qualified to be accepted for enrollment in Sponsoring Institution’s graduate medical training program.

**WHEREAS**, Hospital desires to employ the Resident to undergo professional training and evaluation related to the Program.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter expressed, other valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

### **1. PROGRAM DESCRIPTION**

1.1. Residency Program. Hospital participates in the Program to further train and develop the medical skills of medical school graduates desiring to practice the profession of medicine. The academic courses, schedule of specific assignments and call schedule are subject to periodic modification and adjustment by Hospital in consultation with the Program Director (as identified on the signature page to this Agreement) (the “Program Director” which shall also include Program Director’s designee(s)). Hospital’s participation in the Program is guided by the standards of the ACGME or other accreditation or regulatory body as appropriate and applicable state medical board requirements.

1.2. Appointment. Hospital has offered and Resident has accepted an appointment to a position as a physician-in-training in the Program at the post-graduate year (“PGY”) 1 level of training. This appointment shall be for the Term set forth in Section 3.1. Appointment/promotion to each additional one (1) year of the Program, which is not guaranteed, is dependent upon satisfactory completion of rotations as determined by the supervisory faculty

members, recommendation of the Clinical Competency Committee (“CCC”) and the affirmative recommendation of the Program Director. Resident must notify the Program Director ninety (90) days prior to the expiration of the then current Program year if he/she does not wish to be considered for appointment to the next Program year.

- a) Conditions for Reappointment/Promotion<sup>a</sup>. Resident is provided with a written notice of intent when the Agreement of Appointment will not be renewed, when the resident will not be promoted to the next level of training, or when the resident will be dismissed. Resident may be promoted to the next year of training if their performance is adequate and indicates their ability to perform at the subsequent level of training, as outlined in the conditions for reappointment in this Agreement of Appointment. Promotion to the next level of training and/or reappointment is determined based on consideration of evaluation results and at the discretion of the Program Director (PD) and the Clinical Competence Committee (CCC). Reappointment and promotion is dependent upon meeting the academic standards and curricular requirements of the program as well as an assessment of the resident’s readiness to advance to the next year of training, including, but not limited to, attainment of the ACGME competencies at the respective level of education, achievement of specialty specific milestones, experience, demonstrated ability, clinical performance, and professionalism.

1.3. Resident Qualifications. Resident represents and warrants that he/she is qualified to accept the above appointment by having satisfactorily met, where applicable, the following qualifications:

- a) Graduation from a medical school accredited by the Liaison Committee on Medical Education (“LCME”), the Commission on Osteopathic College Accreditation (“COCA”), or from an International Medical College. See Section 1.4., and otherwise approved by the ACGME (or other accreditation or regulatory body as appropriate) or, alternatively, otherwise meeting the requirements established by the applicable state medical board for unrestricted participation in a GME program in the State of Michigan (“State”);
- b) Passing the United States Medical Licensing Examination (“USMLE”) Steps 1 and 2 or the Comprehensive Osteopathic Medical Licensing Examination (“COMLEX”) Levels 1 and 2 prior to appointment;

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<sup>a</sup> Conditions for reappointment and promotion to a subsequent PGY level (ACGME Institutional Requirement IV.C.2.d), effective 7/1/2022)

- c) Maintaining U.S. citizenship or otherwise being of legal employment or visa status, including completion of INS Form I-9 where necessary;
- d) Signing the Release and Authorization Form, attached hereto as **Attachment A** and incorporated herein, if Resident has not previously completed such Form;
- e) Passing a post-offer, pre-employment health and drug screening examination, complete with all necessary immunizations, including without limitation a TB test within past twelve (12) month period;
- f) Ability to be insured under Hospital's professional liability insurance;
- g) Maintaining continuity of service in the Program, (i.e., no unauthorized absences and leaves causing a material disruption in training and patient care continuity);
- h) Passage of the USMLE Step 3 or COMLEX Level 3 Examination by the end of PGY1 year. In the case of failure of USMLE Step 3 or COMLEX Level 3 Examination, Resident must refer to the GME Remediation and Residency Advancement Policy if such policy exists at Hospital;
- i) Obtaining and maintaining a current State medical license in compliance with State licensing requirements, by or before the beginning of PGY-1 (or other timeframe under the applicable State law). This includes submitting a completed application to the applicable state medical board as soon as eligible;
- j) Having not been (i) convicted of a criminal offense that falls within the ambit of 42 USC § 1320a-7(a) (i.e., any conviction relating to the Medicare or Medicaid program, patient abuse, felony conviction relating to health care fraud or felony conviction relating to controlled substances), or (ii) excluded, debarred, suspended or otherwise ineligible to participate in the federal or state health care programs or in federal procurement or non-procurement programs;
- k) Obtaining and maintaining in good standing any and all necessary licenses and/or other certificates as determined by the Program Director; and
- l) Signing the Mutual Agreement to Arbitrate, attached hereto as **Attachment C** and incorporated herein, if Resident has not previously completed such Form.

1.4. **International Medical Graduates (“IMGs”)**. Regardless of citizenship, IMGs must have the following documents to begin PGY-1 training: (a) written permission from the applicable state medical board to begin training; (b) A passing score from Steps 1 and 2 of the USMLE or Levels 1 and 2 of the COMLEX; (c) A valid Educational Commission for Foreign Medical Graduates (“ECFMG”) Certificate; and (d) a copy of their medical school diploma. This documentation is also required at the PGY-2 level if the PGY-1 year was done in another

American or Canadian facility. An IMG resident that fails to meet applicable state law requirements to participate in the Program will be subject to termination from the Program.

- a) U.S. Immigration Sponsorship: As applies to IMGs, the residency program will support the U.S. immigration sponsorship of the resident throughout the duration of the program. Regarding U.S. visa sponsorship options, the residency program will support J-1 visa sponsorship to ensure the resident will be able to fully enroll and participate in the program.

1.5. Duties and Responsibilities of Resident<sup>b</sup>. Resident must abide by the resident responsibilities as outlined in the Sponsoring Institution Policy and Procedure Manual. Resident expressly agrees to faithfully perform the duties assigned by the Program Director to the best of Resident's skill and ability including, but not limited to:

- a) Completion of Resident's clinical and educational work hours as established by the Director in accordance with ACGME requirements and standards, including weekend service requirements and on-call responsibility.
- b) While on duty, wearing proper medical attire as established by the rules and regulations of Hospital, the institution sponsoring the Program (if different than Hospital) (the "Sponsor"), any other institution participating in the Program ("Participating Institution") and/or the Program Director;
- c) Acceptance and maintenance of responsibility for continuous patient care is not necessarily limited to scheduled hours;
- d) The performance of services on an exclusive basis during all scheduled hours as determined by the Program Director;
- e) Performance of outside professional activities only with advance written approval of the Program Director in conformity with Section 5 of this Agreement and applicable ACGME (or other accreditation or regulatory body as appropriate) requirements.
- f) Completion of all medical records and charts in accordance with federal and applicable state law, the policies of the Program, and the policies and procedures of Hospital, the Sponsor and any Participating Institution;
- g) Timely return of all patient charts to the applicable medical records department and films to the applicable radiology department;
- h) Adherence to all Medicare and Medicaid regulations as guided by the Hospital concerning the rendition of and billing for medical services furnished by residents;
- i) Compliance with all applicable Hospital, Sponsor, and Participating Institution rules, regulations and policies;

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<sup>b</sup> Resident responsibilities (ACGME Institutional Requirement IV.C.2.a), effective 7/1/2022)

- j) Successful completion of all assigned duties as determined by the supervisory faculty members;
- k) If required by the Program, completion of prescribed specialty-specific in-service training examinations at specified times. These examinations shall be given at no cost to the Resident; and
- l) Resident shall be responsible for the eligibility requirements related to specialty board examinations. Residents should discuss with the Program Director and/or contact the certifying board of his/her specialty for more information and clarification regarding board examination. Also, resident should refer to the specialty board website for the most up-to-date eligibility requirements, and comply with board examination leave policies as outlined in Attachment B, section B.iv.<sup>c</sup>

1.6. Duties of Hospital. Hospital is committed to providing a suitable environment for graduate medical educational experiences within the confines of the Program as determined in Hospital's discretion. Hospital shall maintain its participation in the Program in its discretion, subject to the provisions of Section 1.1 and Section 1.2 hereof. Hospital shall provide Resident with ongoing evaluation, counseling and, where appropriate, advancement within the Program. Program shall provide Resident with periodic written evaluations on a basis determined by the ACGME requirements, which shall include at least faculty, peer, self, nurse, semi-annual, and annual performance evaluations each year. Program advancement and appointment renewal are not assured or guaranteed to Resident but are contingent upon Resident's satisfactory demonstration of progressive advancement in scholarship and continued professional medical competence and growth, as well as CCC's recommendation of continuation in the Program. Specifically, Hospital shall provide the following to Resident:

- a) An appropriate learning and working environment to provide Resident with necessary training and experience in the Specialty;
- b) Compensation and benefits as set forth on **Attachment B**, attached hereto and incorporated herein;
- c) Evaluation, counseling and advancement and, where appropriate, a Program certificate issued by the sponsoring institution, dependent upon satisfactory completion of the Program as determined by Program faculty, the Program Director and the CCC; and
- d) Written periodic evaluation of Resident's performance, inclusive of faculty, peer, self, nurse, semi-annual, and annual performance evaluations each year to be made a part of Resident's permanent academic record. Resident may inspect the academic evaluation and shall have the option of disputing and/or

rebutting any such evaluations by use of the grievance procedure set forth by the sponsoring institution or in Section 4 and applicable policies.

1.7. Rules, Regulations, Policies and Procedures of Hospital. Resident is bound by and agrees to adhere to the rules, regulations, policies and procedures of Hospital pertaining to its employees, except as specifically modified herein. Such policies include policies on gender discrimination and sexual harassment.

1.8. Professional Liability Insurance<sup>d</sup>. Hospital shall provide Resident with professional liability insurance covering Resident legal defense and protection against awards from claims reported or filed during participation in the residency program in the minimum amounts of One Million Dollars One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) in the aggregate, as well as tail coverage for claims reported or filed after Resident's completion of the residency program. Coverage pays for all costs associated with defense of the claim, as well as the cost of any settlement or judgment, even if the Resident is no longer an employee of Hospital when the claim is filed as long as the Resident was acting within the scope of his or her duties and responsibilities of the training program. Resident shall be provided with official documentation of the details of their professional liability coverage during orientation prior to their start date of their official appointment as a resident, and will be provided advanced written notice of any substantial change to the details of their professional liability coverage. Resident understands that moonlighting services performed at the Hospital for a third-party entity, or at an outside facility, are not covered by Hospital's professional liability and general liability policies.

## 2. **COMPENSATION AND BENEFITS**

2.1. Annual Stipend. Residents shall receive the annual stipend set forth on **Attachment B**, which shall be payable in installments with a payment being made once every two weeks in accordance with Hospital's ordinary payroll schedule during the term of this Agreement. Hospital shall make appropriate deductions for all employee-related federal and state payroll taxes and other deductions required by law or as authorized by Resident.

2.2. Benefits. Hospital shall provide Resident with the benefits more particularly set forth on **Attachment B**.

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<sup>c</sup> Information related to eligibility for specialty board examinations (ACGME Institutional Requirement IV.C.2.k), effective 7/1/2022)

<sup>d</sup> Professional liability insurance, including a summary of pertinent information regarding coverage (ACGME Institutional Requirement IV.C.2.f), effective 7/1/2022)

### 3. TERM/TERMINATION

3.1. Term<sup>e</sup>. This Agreement and corresponding Resident's employment shall commence on Commencement Date and remain in full force and effect for a term of one (1) year subject to earlier termination in accordance with this Agreement (the "Term").

3.2. Resident Orientation. If Resident is new to the Program or in the PGY 1 Year, Resident will be provided orientation by the Hospital's Graduate Medical Education Department, to be scheduled and completed prior to July 1, 2023. Orientation for PGY 1 Year Residents shall be compensated at the rate specified in Attachment B.

3.3. Program Termination. Hospital makes no representation, warranty, or guarantee respecting continuity of the Program beyond the Term of this Agreement. Hospital reserves the right to terminate, amend, modify, or otherwise change its participation in the Program at any time. Accordingly, this Agreement and Resident's employment may be terminated in conjunction with any termination of the Program. In such event, Hospital shall use reasonable efforts to assist Resident in obtaining comparable alternative training to continue their education.

3.4. Non-Renewal of Appointment. Hospital shall inform Resident in writing, in a timely manner, if Resident is not to be retained for the succeeding year in accordance with applicable policies and guidelines.

3.5. Termination For Cause. Falsification of any information supplied to the Hospital by the Resident as part of the entrance requirements of the Program, or knowingly giving false information or assisting others in doing so constitutes grounds for immediate dismissal of the Resident from the Program. If the Resident has: (a) materially failed to comply with any specific obligations or intent of this Agreement; (b) failed to comply with Program, Hospital, and Sponsoring Institution requirements, duties, and objectives; (c) failed to comply with the bylaws, policies, rules, and regulations of the Hospital or Sponsoring Institution policies, procedures; and/or (d) failed to comply with professional and/or ethical standards, Resident may be subject to disciplinary action in accordance with the Sponsoring Institution Grievance and Due Process Policy. A Resident may immediately be suspended from any patient care activity based on concerns that continued patient care activity could seriously affect immediate patient care. Such suspension shall then be addressed through the with the Sponsoring Institution Grievance and Due Process Policy.

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<sup>e</sup> Duration of appointment (ACGME Institutional Requirement IV.C.2.b), effective 7/1/2022)

3.6. Effect of Termination. In the event that this Agreement and Resident's employment are terminated, the Agreement shall be of no further force or effect, and each of the Parties shall be relieved and discharged herefrom, except as to matters of compensation or otherwise reflecting services/duties rendered hereunder prior to termination which shall be completed in accordance with this Agreement.

3.7. Rights of Hospital Upon Termination. Should the Agreement and Resident's employment be terminated for any reason, Resident shall vacate and surrender possession of any space and other furniture, furnishings, equipment and all other material belonging to Hospital or any Participating Institution, excluding Resident's personal equipment and materials.

3.8. Limitation of Damages – Consequential Damages. Notwithstanding anything to the contrary contained herein, to the maximum extent permitted by law, in no event will either Party be responsible for any incidental, consequential, indirect, special, punitive, or exemplary damages of any kind, including damages for lost goodwill, lost profits, lost business or other indirect economic damages, whether such claim is based on contract, negligence, tort (including strict liability) or other legal theory, as a result of a breach of any warranty or any other term of this agreement, and regardless of whether a Party was advised or had reason to know of the possibility of such damages in advance.

#### **4. DISPUTE RESOLUTION**

4.1. Dispute Resolution Objectives. Hospital shall maintain a grievance and due process procedure whereby the Resident may resolve, in a fair and equitable manner, a dispute or disagreement concerning the Program and the terms and conditions of this Agreement, which may be amended by the Hospital from time to time. Such procedure shall also be in compliance with Sponsoring Institution due process and grievance standards, which are attached hereto and incorporated herein. However, subject to such requirements, Sponsoring Institution and Hospital's grievance and due process procedure may be amended from time to time. Any grievable matter will be discussed with the Sponsoring Institution to ensure compliance with ACGME and institutional policies.

4.2. Arbitration. The Parties shall submit to arbitration all claims or controversies between Resident and Hospital, its officers, directors, employees or agents, whether or not arising out of Resident's employment or termination, which are not resolved by the grievance policy described in **Attachment C**; provided, however, that the grievance policy set forth in **Attachment C** has been fully exhausted prior to commencing arbitration. It is agreed that any controversy or claim arising out of, or relating to, this Agreement, or the performance or interpretation thereof, shall be settled by binding arbitration in the County where the services are to be provided in accordance with the Judicial Arbitration and Mediation Services, Inc.

Employment Arbitration Rules and Procedures (“JAMS Rules”) then in effect. The Parties may obtain a copy of the JAMS Rules by accessing the JAMS website at [www.jamsadr.com](http://www.jamsadr.com). Judgment on the arbitration award may be entered in any court having jurisdiction, with each side to bear their own attorneys’ fees, costs, and other expenses. The arbitration shall be conducted by a single arbitrator selected pursuant to the JAMS Rules. The governing law for the arbitration shall be the law of the State where the services are to be provided as well as the Federal Arbitration Act. The authority of the arbitrator shall be limited to the interpretation and application of the provisions of this Agreement and the arbitrator shall not have authority to add or subtract from this Agreement. The parties hereby further agree that this Agreement is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq. The parties also understand and agree that Prime is engaged in transactions involving interstate commerce. Unless otherwise required by law, the Parties agree to not initiate or prosecute any lawsuit or administrative action (other than an administrative charge of discrimination) in any way related to any claim covered by this Agreement.

## **5. OUTSIDE PROFESSIONAL ACTIVITIES**

5.1. Moonlighting<sup>f</sup>. The Resident shall not engage in other outside professional activities (i.e., moonlighting) without prior notification and permission of the Program Director and DIO. Engagement in such other occupation or employment may not be undertaken during the regular duty hours and will not be covered by Hospital’s professional liability insurance program, worker’s compensation insurance coverage or other benefits programs. Resident must be in good academic standing to engage in moonlighting, and approval must be obtained before Resident can participate in any moonlighting endeavor. The Program Director has the right to prohibit employment outside the Program if, in the Program Director’s reasoned opinion, such employment may interfere with the Resident’s duties and obligations in the Program. In the event that the Resident engages in moonlighting, Resident’s performance will be monitored and evaluated to ensure such moonlighting does not interfere with the Resident’s educational objectives and performance hereunder. In accordance with ACGME (or other accreditation or regulatory body as appropriate) and other applicable residency and accreditation guidelines, residents approved for moonlighting are allowed to work a max of eighty (80) hours per week averaged over four weeks, inclusive of moonlighting and residency clinical and educational hours.. The Resident’s moonlighting hours, not the residency clinical and educational hours, shall be reduced if the Resident’s hours total more than eighty (80) per week averaged over four weeks.

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<sup>f</sup> Institutional policies and procedures regarding resident clinical and educational work hours and moonlighting (ACGME Institutional Requirement IV.C.2.1), effective 7/1/2022)

5.2. Sponsoring Institution and Hospital shall not assume any legal responsibility for professional activities engaged in by Resident beyond the scope of this Agreement. If moonlighting activities are approved, Resident shall provide Hospital with evidence of maintenance of separate and adequate professional liability insurance covering such activity. With respect to such moonlighting services, Resident agrees to indemnify and hold Hospital harmless from and against any and all liability arising therefrom. Failure to comply with this policy may result in disciplinary action up to and including termination of this Agreement and termination of Resident from the Program.

## **6. GENERAL PROVISIONS**

6.1. Nondiscrimination. Hospital shall administer all aspects of the Program without regard to Resident's race, color, religion, national origin, ancestry, sex, age, marital status, sexual orientation, medical status, physical or mental disability, or any legally protected status in accordance with all applicable requirements of federal, state and local laws. Resident shall not differentiate or discriminate in performing any professional services at the Hospital on the basis of race, color, religion, national origin, ancestry, sex, age, payor, marital status, sexual orientation, medical status, physical or mental disability, or any legally protected status in accordance with all applicable requirements of federal, state and local laws.

6.2. Drug-Free Worksite. By signing this Agreement, Resident certifies that Resident shall not engage in the unlawful manufacture, distribution, dispensation, possession, sale or use of controlled substances while performing services under this Agreement or otherwise violate Hospital's Drug Free Workplace Program. Furthermore, Resident affirms the understanding and agreement that any conviction of Resident of a criminal drug statute for a violation occurring in the workplace, must be reported to Hospital's personnel department within five (5) days of any conviction and, in turn, the Hospital's department, or its designee, shall notify federal and state agencies, as appropriate, within ten (10) days after learning of the conviction.

6.3. Evidence of Compliance. Resident shall provide evidence satisfactory to Hospital upon request regarding compliance with Resident's duties and obligations under this Agreement, including without limitation insurance, licensure, certification, and outside professional activities.

6.4. Rules and Regulations. Resident shall at all times strictly comply with all of the terms and provisions of this Agreement; all laws, ordinances and governmental regulations; formal applicable ethical guidelines; the Policy Manual for Graduate Medical Education Programs of the Hospital; applicable policies, procedures and rules of Hospital and the policies, procedures and rules of the Sponsor and any Participating Institutions, which now are in force or effect or may hereafter be in force, and as amended from time to time.

6.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Michigan. Should any provision of this Agreement require interpretation by an arbitrator or court of competent jurisdiction, it is agreed by the parties that the arbitrator or court interpreting this Agreement shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party whose agent prepared such document, it being agreed that the agents of both parties have participated in the preparation of this Agreement.

6.6. Amendments. This Agreement may be modified only by the mutual written agreement of the Parties hereto. Notwithstanding the foregoing, the Parties agree to be bound by any and all applicable amendments to the rules, regulations, policies and procedures of Hospital; the Program policies; and the dispute resolution policies for the Program placed into effect after the effective date of this Agreement.

6.7. Entirety. Except as specifically provided herein, this Agreement contains the complete and full agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements and understandings.

6.8. Partial Invalidity and Severability. If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable law without invalidating the remaining provisions hereof, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

6.9. Waiver and Extension. No waiver of or failure by any Party to enforce any provision, term, condition, or obligation herein shall be construed as a waiver of any subsequent breach of such provision, term, condition or obligation, or any other provision, term, condition or obligation hereunder, whether the same or different in nature.

6.10. Assignment. Resident shall not assign, sell or transfer this Agreement or any interest therein; and any such assignment, sale or transfer is expressly prohibited and shall be deemed null and void with no force or effect.

6.11. Counterparts. This Agreement may be executed in one or more counterparts, and may be exchanged by fax or e-mail transmittal, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.12. Payor Requirements. Resident agrees to cooperate fully with Hospital, Sponsor and the Participating Institutions by, among other things, maintaining and making available all necessary 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.

6.13. Force Majeure. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or any other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery, or supplies, vandalism, strikes, or other work interruptions by Hospital's employees or any similar or dissimilar cause beyond the reasonable control of either Party. However, the Parties shall make good faith efforts to perform under this Agreement in the event of any such circumstance.

6.14. Notices. All notices which are required or permitted to be given pursuant to this Agreement shall be in writing and shall be sufficient in all respects if delivered personally, by telegraph, by electronic facsimile or by registered or certified mail, postage prepaid, addressed to a Party as indicated below.

To Hospital:

To Resident:

Prime Garden City Medical Group  
6245 Inkster Road  
Garden City, Michigan 48135  
Attention: GME Department

With a copy to:

Prime Healthcare Management, Inc.  
3480 East Guasti Road, 2nd Floor  
Ontario, California 91761  
Attention: General Counsel

Notices shall be deemed to have been given upon transmittal thereof as to communications which are personally delivered or telegraphed, or transmitted by electronic facsimile and, as to communications made by United States mail, on the third after mailing. The above addresses may be changed by giving notice of such change in the manner provided above for giving notice.

6.15 Compliance with Healthcare Laws & Regulations. The Parties agree that they will not violate the Anti-Kickback Statute and the Stark Law with respect to the performance of this Agreement. This Agreement is not intended to influence the judgment of Resident in choosing the medical facility appropriate for the proper care and treatment of patients.

**IN WITNESS WHEREOF**, the Parties hereto have caused their respective names to be signed by their duly authorized representatives as of the date first above written.

**Hospital:**

Prime Garden City Medical Group

By:

Name: Saju George

Title: Chief Executive Officer

Date: \_\_\_\_\_

By:

Name:

Title: Program Director

Date: \_\_\_\_\_

**Resident:**

By:

Print Name:

Date: \_\_\_\_\_

SAMPLE

**ATTACHMENT A**  
**RELEASE AND AUTHORIZATION**

In executing this *Resident Employment Agreement*, I acknowledge that I have read, understand and agree to be bound by the provisions regarding dispute resolution and grievance procedures, and shall participate in any and all procedures established pursuant to such sections (including appearances at any interviews, hearings or other proceedings).

I understand that the Program has an interest in evaluating materials which are relevant to my completion of the medical education program and fulfillment of my obligations under this Agreement, including materials which are relevant to my professional competence, ethical qualifications and character. I, therefore, agree that Hospital, Program Director and/or their designated representatives, may:

A. Consult with medical school deans, administrators, and faculty members of institutions of higher learning, medical staff members of any affiliated institution and other hospitals with which I have been associated, and any other person or entity who may have information which may bear on my professional competence, ethical and moral qualifications and character; and,

B. Inspect all records and documents, including academic and disciplinary records, at universities and colleges which I have attended, and any and all medical and other records, at universities and colleges which I have attended, and any and all medical and other records relating to my professional competence, ethical and moral qualifications and character.

I hereby consent to the release of such information, records and documents for such purposes to the Program's medical education office from any and all individuals and organizations as indicated herein.

I release from any and all liability the Program, Hospital, the Program Director, and all their officers, employees, agents or representatives for their acts, communications, reports, recommendations or disclosures performed in good faith as an incident to any action, inaction, proceeding, or review undertaken in connection with this Agreement. I further release from liability any and all individuals and organizations which provide information, in good faith, to Program, Hospital, Program Director and all their officers, employees, members, agents or representatives concerning my academic and professional performance and competence, ethics, and character, and any other information which may be relevant to any review, evaluation or other proceedings carried out in connection with this Agreement.

I FURTHER UNDERSTAND THAT PROGRAM, HOSPITAL, THE PROGRAM DIRECTOR AND THEIR EMPLOYEES ARE ACCORDED RIGHTS, PRIVILEGES, AND IMMUNITIES WITH RESPECT TO THE RELEASE TO THIRD PARTIES OF INFORMATION EACH MAY HAVE CONCERNING ME UNDER APPLICABLE PROVISIONS OF STATE AND/OR FEDERAL LAW. I HEREBY CONSENT TO ANY SUCH RELEASE WHICH IS MADE OR GIVEN IN A MANNER WHICH QUALIFIES FOR ANY IMMUNITY(IES) AND/OR PRIVILEGE(S) AFFORDED BY APPLICABLE PROVISIONS OF STATE AND/OR FEDERAL LAW.

Moreover, I specifically consent to the release of any information requested by a third-party payor or auditor of or for a third-party payor relevant to my qualifications and/or any duties performed by me under this training Agreement as determined solely by Hospital.

I further agree that, upon request of Hospital, I will execute releases in accordance with the tenor of this Agreement in favor of any individual or organization, subject to such requirements, including those of good faith, as may be applicable under the laws of the State and the federal government.

I ACKNOWLEDGE THAT MY SIGNATURE BELOW INDICATES THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT AND THE ATTACHMENT(S) TO SUCH AGREEMENT.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**ATTACHMENT B**  
**RESIDENT PHYSICIAN SALARY AND BENEFIT SCHEDULE**

A. Annual Stipend<sup>g</sup>. Hospital shall pay the Resident an annual stipend of Forty Eight Thousand One Hundred and Forty Four Dollars (\$48,144.00.00) in accordance with Hospital's usual payroll and withholding practices for the period commencing on July 1, 2023. If Resident is an employee and participates in the Program for only a portion of the year, such annual stipend shall be prorated accordingly. In addition, Hospital shall pay Resident an additional stipend Twenty Three Dollars and Fifteen Cents (\$23.15) per hour for In-Person Orientation/On Boarding attendance and activities prior to July 1, 2023 in accordance with Hospital's usually payroll and accounting practices. Resident shall also be eligible for expense reimbursement in accordance with Hospital policies applicable to full-time employees and residents of Hospital.

B. Food Stipend. Each resident shall receive Two Hundred Dollars (\$200.00) per month, pro-rated for partial months, for meals while on duty. This stipend is only for use in the Hospital cafeteria. All meals purchased in the cafeteria require the use of Hospital's identification badge. Food purchases over Two Hundred Dollars (\$200.00) per month shall result in the excess amount being deducted from the resident's paycheck. Only meals intended to be consumed at time of purchase should be purchased by Resident.

C. Benefits. Resident shall receive the following benefits, subject to the same conditions applicable to Hospital exempt employees and the terms and conditions of the Hospital's current benefit plans and/or policies. The benefits listed below may be unilaterally modified by the Hospital from time to time:

i. Health Insurance<sup>h</sup>: The Hospital will provide comprehensive health insurance to Resident and their eligible dependents, at the Resident's cost and in accordance with Hospital's current benefit plans and/or policies. Coverage shall begin on the first day of insurance eligibility, which is the day the Resident's term begins. Coverage continues for Resident and eligible dependents during any approved medical, parental, or caregiver leave(s) of absence.

ii. Disability Insurance<sup>i</sup>: The Hospital will provide Resident with long-term disability insurance, at the Resident's cost and in accordance with Hospital's current benefit plans and/or policies. Coverage shall begin on the first day of insurance

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<sup>g</sup> Financial support for residents (ACGME Institutional Requirement IV.C.2.c), effective 7/1/2022)

<sup>h</sup> Health insurance benefits for residents and their eligible dependents (ACGME Institutional Requirement IV.C.2.g), effective 7/1/2022)

<sup>i</sup> Disability insurance for residents (ACGME Institutional Requirement IV.C.2.h), effective 7/1/2022)

eligibility, which is the day the Resident’s term begins. Coverage continues for Resident during any approved medical, parental, or caregiver leave(s) of absence.

iii. Worker's Compensation: The Hospital will provide Worker's Compensation Insurance to the Resident consistent with the Hospital's employee group plan/program.

iv. Vacation and Leave(s) of Absence<sup>j</sup>

Paid Time Off (“PTO”): The Hospital provides Resident 20 (eight (8) hour days) or One Hundred and Sixty (160) hours per appointment year of PTO. PTO is defined as time off for a vacation, holiday, sick leave, or personal reasons. Unless required by State law or Hospital policy, PTO is not cumulative from year to year and requires Program Director approval and unused PTO will not be paid at the end of the academic year. When it is anticipated that an extended leave is necessary for medical reasons, with the Program Director’s and Director of Human Resources’ permission, the individual Resident may use remaining PTO time. Any time that Resident misses due to: (i) remediation action, or (ii) leave taken beyond the time allotted for sickness, vacation and holidays, approved or not, regardless of purpose, must be made up prior to completion of the Program to satisfy board eligibility requirements and the issuance of a certificate.

Unpaid Leave: The Resident may be entitled to benefits under the Hospital’s Family and Medical Leave of Absence policy (“FMLA”) and/or other applicable policies or programs, subject to eligibility and other terms therein, as they may be amended from time to time. Other medical or personal unpaid leave may be granted with the approval of the Program Director and Director of Human Resources, consistent with ACGME guidance, as applicable, only after the Resident has exhausted all PTO or other allowable leave as outlined. Makeup time and/or repeat of training is determined by the Program Director.

ACGME Leave. Resident is eligible for one event of six (6) consecutive weeks (240 consecutive hours) of paid leave at any time during residency for approved medical, parental, and caregiver leaves of absence for qualifying reasons that are consistent with applicable laws. Residents are provided with an additional one (1) week (40 hours) of paid time off during the agreement year in which a resident was approved for a six week leave for medical, parental, or caregiver leave. If the resident has unused vacation, the vacation will be applied towards the six weeks of leave. If Resident wishes to take an ACGME Leave, Resident must submit a written request for leave to Human Resources

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<sup>j</sup> Vacation and leave (s) of absence for residents, including medical, parental, and caregiver leave (ACGME Institutional Requirement IV.C.2.i), effective 7/1/2022)

and follow the process in the Hospital's FMLOA policy. If Resident is eligible for leave under the FMLOA and applicable state/local laws that afford greater benefits than ACGME Leave, Hospital shall communicate to Resident his/her FMLOA Leave rights in writing pursuant to applicable laws, and Resident's ACGME Leave and FMLOA Leave shall run concurrently. If Resident is not eligible for FMLOA Leave, Resident shall be provided paid ACGME Leave instead, and must use any remaining PTO balance first.

Residents are required to use paid vacation, sick, or other paid benefits (if any) while on leave and without requiring an extension in training. Effect of leave(s) of absence on the ability to satisfy requirements for program completion.<sup>k</sup> Resident leave(s) may impact their ability to satisfactorily complete the program and be eligible to participate in examinations by their relevant certifying board. Resident will be notified in a timely manner of the effects of leave(s) on the Resident's ability to satisfy requirements for Program completion.

v. Professional/Educational Leave: The Hospital provides Resident with leave to attend professional/educational seminars, if approved by the Program Director. Payment for and attendance at professional/educational seminars, etc. is allowed on an individual basis as per the approval of the Program Director and Designated Institutional Official (DIO).

vi. Other Benefits: The Resident will be given the following benefits when on rotation at an approved site.

- a. Resident is provided with access to food during clinical and educational assignments, and has access to refrigeration where food may be stored.
- b. Resident is provided with sleep/rest facilities that are safe, quiet, clean, private, available and accessible, with proximity appropriate for safe patient care.
- c. Resident is provided with safe transportation options when too fatigued to safely return home on their own.
- d. Resident is provided with clean and private facilities for lactation, with proximity appropriate for safe patient care, and clean and safe refrigeration resources for the storage of breast milk.

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<sup>k</sup> Timely notice of the effect of leave (s) of absence on the ability of residents to satisfy requirements for program completion (ACGME Institutional Requirement IV.C.2.j), effective 7/1/2022)

- e. Through EAP benefits, Resident is provided with limited access to confidential and affordable counseling and behavioral health services, including access to mental health assessment and treatment and urgent or emergent care 24 hours a day, seven days a week.
- f. Resident is provided opportunity to attend mental health, and dental care appointments during their work hours upon Program Director approval.
- vii. Optional Benefits: The Resident may be given an option to participate in additional benefit programs, at the discretion of the Hospital as outlined below.
  - a. Dental Insurance: Hospital offers single and family dental insurance with applicable contribution. Details of plan to be provided at orientation.
  - b. Vision Insurance: Hospital offers single and family vision insurance with applicable contribution. Details of plan to be provided at orientation.
  - c. Employee Health: Vaccinations provided on a voluntary basis or according to Hospital's Policy.

**ATTACHMENT C**  
**MUTUAL AGREEMENT TO ARBITRATE**

**This Mutual Agreement to Arbitrate is a contract and covers important issues relating to your rights. It is your sole responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice outside the Company or to refrain from doing so if that is your choice.**

**Este Acuerdo de Arbitraje Mutuo es un contrato y cubre aspectos importantes acerca de sus derechos. Es su responsabilidad única leerlo y entenderlo. Tiene usted la libertad de buscar asistencia de asesores independientes de su elección fuera de la Empresa o de abstenerse de buscar asistencia si esa es su elección.**

In consideration of your agreement and that of the Company (collectively, the “Parties”) to enter into this Mutual Agreement to Arbitrate (“Agreement”), the Parties hereby agree that, except as otherwise provided in this Agreement, any and all disputes, claims, or controversies, past, present, or future, between you and the Company arising out of your application and selection for employment, the employment relationship, and/or termination of employment, shall be resolved by individual, final and binding arbitration and not by way of court or jury trial. This Agreement includes any claims the Company may have against you, or you may have against the Company, and includes disputes, claims, or controversies that arose prior to the execution of this Agreement.

**Section 1: Definition of Company**

The term “Company” shall mean Prime Garden City Medical Group and any of its parents, subsidiaries, d/b/a’s, affiliated companies, or plans.

**Section 2: Arbitration Overview**

In arbitration, each side in the dispute presents its case, including evidence, to a neutral third party called an arbitrator, rather than to a judge or jury. The arbitrator is either an attorney or a retired judge. You and the Company are entitled to be represented by legal counsel in the arbitration proceeding. After reviewing the evidence and considering the arguments of the Parties, the arbitrator makes a written decision or award to resolve the dispute. The arbitrator’s decision is final and binding, which means there will be no trial by a judge or jury or appeal of the arbitrator’s decision, except as provided by law, provided, however, that either you or the Company may bring an action in court to modify, confirm, vacate or enforce an arbitration award in accordance with the Federal Arbitration Act.

### **Section 3: Mutual Duty to Arbitrate and Selection of Arbitrator**

This Agreement applies to any covered dispute or claim that the Company, as defined above, may have against you or that you may have against the Company, and/or any of its: officers, directors, agents, employees, representatives, owners, or shareholders; clients and host facilities; and all successors, assigns, or predecessors. Each of the entities and individuals listed in the previous sentence may enforce this Agreement, as well as the Company's third-party staffing agencies/vendors.

The Parties agree that any arbitration shall be administered and conducted before one neutral arbitrator pursuant to the current JAMS Employment Arbitration Rules and Procedures ("JAMS Rules"); provided, however, that if there is a conflict between the JAMS Rules and this Agreement, this Agreement shall govern. You may obtain a copy of the JAMS Rules by accessing the JAMS website at [www.jamsadr.com](http://www.jamsadr.com). You may also obtain a copy of the JAMS Rules by requesting a copy from the Company's Human Resources Director. The Parties agree that this Agreement is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, *et seq.* The Parties also understand and agree that the Company is engaged in transactions involving interstate commerce.

The arbitrator will be selected as follows: JAMS will give each party a list of nine (9) arbitrators (who are subject to the qualifications listed above) drawn from its panel of arbitrators. Each party will have ten (10) calendar days to strike all names on the list it deems unacceptable. If only one common name remains on the lists of all parties, that individual will be designated as the arbitrator. If more than one common name remains on the lists of all parties, the parties will strike names alternately from the list of common names by telephone conference administered by JAMS, with the party to strike first to be determined by a coin toss conducted by JAMS, until only one remains. If no common name remains on the lists of all parties, JAMS will furnish an additional list of nine (9) arbitrators from which the parties will strike alternately by telephone conference administered by JAMS, with the party to strike first to be determined by a coin toss conducted by JAMS, until only one name remains. That person will be designated as the arbitrator. If the individual selected cannot serve, JAMS will issue another list of nine (9) arbitrators and repeat the alternate striking selection process. If JAMS will not administer the arbitration, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted to appoint a neutral arbitrator.

### **Section 4: Claims Subject to Arbitration**

This Agreement is intended to be as broad as legally permissible, and, applies to any and all disputes, claims, or controversies, past, present, or future, between you and the Company arising out of your application and selection for employment, the employment relationship, and/or termination of employment ("Claims"). Except as it otherwise provides, "Claims" covered by

this Agreement include, but are not limited to, claims for: wrongful termination; breach of any employment-related contract or covenant, express or implied; breach of any duty owed to you by the Company or to the Company by you; disclosure of trade secrets or proprietary information; improper use of Company property or equipment; personal, physical or emotional injury; fraud, misrepresentation, defamation, or any other tort claims; wages, minimum wage, overtime, or other compensation; statutory penalties; civil penalties, including but not limited to penalties under the California Labor Code's Private Attorneys General Act of 2004; benefits; reimbursement of expenses; discrimination or harassment, including but not limited to discrimination or harassment based on race, sex, pregnancy, religion, national origin, ancestry, age, marital status, physical disability, mental disability, medical condition, genetic characteristics, gender expression, gender identity, or sexual orientation, or any other legally protected characteristic under federal, state or local law; retaliation; violation of any federal, state or other governmental constitution, statute, ordinance or regulation, including but not limited to Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans With Disabilities Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Employee Retirement Income Security Act, Affordable Care Act, Genetic Information Non-Discrimination Act, Uniformed Services Employment and Reemployment Rights Act, Worker Adjustment and Retraining Notification Act, Older Workers Benefits Protection Act of 1990, Occupational Safety and Health Act, Fair Credit Reporting Act, Consolidated Omnibus Budget Reconciliation Act of 1985, False Claims Act, and state statutes or regulations addressing the same or similar subject matters. The parties agree that the statute of limitations that would otherwise apply to any claims or counterclaims brought by the parties remain in full force and effect and are not waived by entering into this Agreement.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, validity, scope, applicability, enforceability, or waiver of this Agreement including, but not limited to any claim that all or any part of this Agreement is void or voidable. However, the preceding sentence does not apply to the Class, Collective, and Representative Action Waivers below, and notwithstanding any other clause or language in this Agreement and/or any rules or procedures that might otherwise apply by virtue of this Agreement (including without limitation the JAMS Rules discussed above), any claim that the Class, Collective, and Representative Action Waivers or any portion of the Class, Collective, and Representative Action Waivers is unenforceable, inapplicable, unconscionable, or void or voidable, will be determined only by a court of competent jurisdiction and not by an arbitrator.

## **Section 5: Limitations on How this Agreement Applies and Claims Not Covered by this Agreement**

The following claims are not covered under this Agreement: (i) claims for workers compensation benefits, state disability insurance and unemployment insurance benefits; however, it applies to discrimination or retaliation claims based upon seeking such benefits; (ii) disputes that may not be subject to a pre-dispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act; and (iii) claims that an applicable federal statute expressly states cannot be arbitrated or subject to a pre-dispute arbitration agreement.

Nothing in this Agreement prevents you from making a report to or filing a claim or charge with a governmental agency, including without limitation, the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board, Occupational Safety and Health Administration, Office of Federal Contract Compliance Programs, or law enforcement agencies, and nothing in this Agreement prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Agreement. Nothing in this Agreement prevents or excuses a party from exhausting administrative remedies by timely filing, within the applicable statute of limitations period, any charges or complaints required by any governmental agency (including without limitation the Equal Employment Opportunity Commission and/or similar state or local agency) before bringing a claim in arbitration. The Company will not retaliate against you for filing a claim with an administrative agency or for exercising rights under the National Labor Relations Act. This Agreement also does not prevent or prohibit you in any way from reporting, communicating about, or disclosing claims for discrimination, harassment, retaliation, or sexual abuse.

This Agreement will not apply to any claim covered by any applicable collective bargaining agreement, except to the extent permitted in any applicable collective bargaining agreement.

Either party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable Claim, including without limitation, any dispute arising out of or related to any *Provider Employment Agreement*, or similar agreement, between you and the Company, in accordance with applicable law, and any such application shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate. The court to which the application is made is authorized to consider the merits of the arbitrable controversy to the extent it deems necessary in making its ruling, but only to the extent permitted by applicable law. All determinations of final relief, however, will be decided in arbitration.

## **Section 6: Class, Collective, and Representative Action Waivers**

You and the Company agree to bring any Claim on an individual basis only. Accordingly,

THE PARTIES MUTUALLY WAIVE ANY RIGHT FOR ANY DISPUTE TO BE BROUGHT, HEARD, DECIDED, TRIED OR ARBITRATED AS A CLASS, COLLECTIVE, REPRESENTATIVE, AND/OR PRIVATE ATTORNEY GENERAL ACTION AND THE ARBITRATOR WILL HAVE NO AUTHORITY TO HEAR OR PRESIDE OVER ANY SUCH CLAIM. Additionally, the Parties expressly and mutually waive any right with respect to any covered claims to submit, initiate, receive money from, or participate in a class, collective, private attorney general or other representative action, either in a representative capacity, or as a plaintiff, claimant, or member, regardless of whether the action is filed in arbitration, with an administrative agency, or in court.

If there is a final judicial determination that the waiver of the right to bring, hear, decide, try or arbitrate a class, collective, representative or a private attorney general action is unenforceable, and that a class, collective, representative, or a private attorney general action may proceed notwithstanding the existence of this Agreement, the arbitrator is nevertheless without authority to preside over a class, collective, representative, or a private attorney general action and any class, collective, representative, or private attorney general action must be brought in a court of competent jurisdiction—not in arbitration. In such case, the class, collective, representative or private attorney general action will be stayed pending completion of arbitration of any arbitrable claims. The Parties Agree that the Class, Collective, and Representative Action Waivers shall be enforced to the fullest extent provided by applicable law.

## **Section 7: Starting Arbitration**

Either party may initiate arbitration by delivering a written request to arbitrate to the other party listing the Claim(s) to be arbitrated and relief and/or remedy sought. Requests to the Company shall be delivered to the Company's Human Resources Director. Requests to you shall be delivered to the last known home address you provided in writing. The delivery of a written request to Company's Human Resources Director does not relieve Claimant of his/her obligation to file a demand for arbitration pursuant to JAMS rules and pay Claimant's related filing fee.

## **Section 8: Cost of Arbitration**

You and the Company shall follow the JAMS Rules applicable to initial filing fees, but in no event will you be responsible for any portion of those fees in excess of the filing or initial appearance fees applicable to court actions in the jurisdiction where the arbitration will be conducted. The Company shall pay any remaining portion of the initial fee and also will pay all

costs and expenses unique to arbitration, including without limitation the arbitrator's fees. Each party will pay for its own costs and attorneys' fees, if any, except that the arbitrator may award reasonable fees to the prevailing party to the extent otherwise authorized by law. JAMS may issue an invoice to a Party describing any fees or costs that are required to be paid before the arbitration can proceed. The Parties agreed that the due date to remit payment for any such invoice is 35 days of receipt. The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating the payment of arbitration fees and costs.

### **Section 9: Arbitrator's Authority and Written Decision**

The arbitrator may award any remedy to which a party is entitled under applicable law, but remedies will be limited to those that would be available to a party in their individual capacity for the claims presented to the arbitrator, and no remedies that otherwise would be available to an individual under applicable law will be forfeited. The arbitrator shall apply the substantive federal, state, or local law applicable to the claims asserted. Either party may file dispositive motions, including without limitation a motion to dismiss and/or a motion for summary judgment and the arbitrator will apply the standards governing such motions under the Federal Rules of Civil Procedure.

Each party may take the deposition of two individual fact witnesses and any expert witness designated by another party. Each party also may propound up to fifty (50) requests for production of documents and ten (10) interrogatory requests to the other party. Each party shall also have the right to subpoena witnesses and documents for discovery or the arbitration hearing, including testimony and documents relevant to the case from third parties. Additional discovery may be conducted by mutual stipulation, and the arbitrator will have exclusive authority to entertain requests for additional discovery, and to grant or deny such requests, based on the arbitrator's determination whether additional discovery is warranted by the circumstances of a particular case.

No arbitrator shall have the authority to alter the at-will status of any employee or to impose any limit on the Company's discretion to discipline or discharge any employee, except as otherwise provided by law.

The arbitrator's authority to resolve disputes and make awards under this Agreement is limited to disputes between you as an individual and the Company. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

The final decision of the arbitrator shall be in writing and shall provide the essential findings and conclusions supporting the arbitrator's award.

### **Section 10: Entire Agreement**

This is the complete agreement of the parties about arbitration of covered Claims. Any contractual disclaimers the Company has in any handbooks, other agreements, or policies do not apply to this Agreement. The terms of this Agreement control over any prior or subsequent oral discussions you may have had with a Company representative about arbitration. This Agreement shall be fairly and neutrally construed as a joint and negotiated work product without regard to its drafter.

### **Section 11: Severability**

If any section or provision of any section of this Agreement is determined to be illegal or unenforceable, such determination shall not affect the balance of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law and such invalid section or provision shall be deemed severable.

### **Section 12: Consideration**

The Parties agree and promise to resolve Claims by arbitration as presented in this Agreement. These mutual promises are consideration for each party.

**AGREED BY THE COMPANY AND EMPLOYEE**

**THE PARTIES AGREE TO ARBITRATE CLAIMS COVERED BY THIS AGREEMENT. BY SIGNING THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ THIS AGREEMENT, THEY UNDERSTAND ITS TERMS, AND THEY HAVE ENTERED INTO THIS AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS OTHER THAN THOSE WRITTEN IN THIS AGREEMENT. EMPLOYEE EXPRESSLY AGREES THAT EMPLOYEE WAS PROVIDED A REASONABLE OPPORTUNITY TO CONSIDER THE TERMS OF THE AGREEMENT, REVIEW THE JAMS RULES, AND/OR TO CONSULT WITH AN ATTORNEY OF EMPLOYEE'S CHOICE BEFORE SIGNING THE AGREEMENT.**

Dated: \_\_\_\_\_

By:

\_\_\_\_\_  
Employee Signature

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_

By:

\_\_\_\_\_  
For Prime Garden City Medical Group