

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

22-443

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative William L. Gilbert
Telephone Number (909) 580-6150

Contractor United States Air Force
Contractor Representative Jennifer Blanchard
Telephone Number/Email jennifer.blanchard@afit.edu
Contract Term Date of Execution until terminated by either party

Original Contract Amount Non-Financial
Amendment Amount _____
Total Contract Amount Non-Financial
Cost Center _____

Briefly describe the general nature of the contract: Non-Financial Medical Residency/Fellowship Training Agreement with the United States Air Force for a general surgery physician resident, Dr. Kevin Perez, to obtain clinical training at Arrowhead Regional Medical Center, effective upon full execution and continuing until terminated by either party.

FOR COUNTY USE ONLY

Approved as to Legal Form

Charles Phan, Deputy County Counsel

Date 6/21/2022

Reviewed for Contract Compliance

Date _____

Reviewed/Approved by Department

William L. Gilbert, Director

Date 6/22/22

FY22 Medical Residency/Fellowship Training Agreement

1. It is understood that Kevin Perez will take residency/fellowship training at San Bernardino County on behalf of Arrowhead Regional Medical Center in General Surgery concurrently with his/her official Air Force duties from July 11, 2022 to June 30, 2027.

(First Name, Mi, Last Name)
(Name of Training Institution)
(Specialty)
(Start of Training) (Completion of Training)

2. It is understood that the training he/she will receive at the institution will be at no expense to the government with exception of the pay and allowances to which the trainee is entitled as a commissioned officer in the United States Air Force. It is also understood that the resident/fellow is prohibited from receiving a salary from the institution for his/her services as a resident/fellow. This does not preclude the institution from providing benefits other than salary that are incidental to the education/training. It is further understood that attendance at professional meetings or courses, required by the institution, and supplies and equipment, normally required as a part of his/her residency/fellowship, will be at no expense to the Government unless it is the normal policy at the institution that all residents/fellows in the same or similar training programs are individually responsible for financing such costs.

3. The institution agrees that the resident/fellow is an Air Force Officer training under authority of lawful orders issued by the Air Force. Accordingly, while performing such training, the resident/fellow is acting within the scope of his/her employment with the Air Force under Federal law. The provisions of 28 United States Code, Section 2679, will immunize the resident/fellow from individual tort liability. It is understood that the United States will protect the liability of the resident/fellow only, and the United States may, in its representation of the resident/fellow, assert any defense available under State and Federal law. Although the resident/fellow is an Air Force Officer, for the purposes of liability, the resident/fellow is a servant of the institution. This is because the resident/fellow is performing duties under the exclusive control and for the primary benefit of the institution. Therefore, the institution agrees to provide, at its own expense, professional liability insurance in an amount that will satisfy all foreseeable or reasonably foreseeable claims made against the resident/fellow, as well as to provide legal representation to the resident/fellow. The Institution will notify the Air Force of the extent and nature of any applicable malpractice insurance and whether such insurance includes the resident/fellow.

4. The Institution agrees not to seek indemnification from the United States, the Air Force, or the resident/fellow, for any settlement, verdict or judgement resulting from any claim or lawsuit arising out of the performance of the resident/fellow's professional duties in accordance with the terms of this agreement to the extent the resident/fellow's conduct resulting in the injury or damage was undertaken at the direction of the Institution or its employees. The Institution further agrees to furnish to the Air Force any and all documentation the Air Force considers necessary for the resolution of any claims or lawsuits against the United States arising from residency/fellowship as well as the evaluation of resident/fellow's professional qualifications.

5. The right is reserved for either party hereto to terminate this training agreement at any time by serving notice on the other party thirty days in advance of such action.

6. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request. The parties recognize that the Department of Defense Common Access Card-digital signature is as a reliable form of identity as a wet signature.

UNITED STATES OF AMERICA
AFIT/CI

Digitally
signed by
BROWN,TH
OMAS,HOW
ARD,JR.1106
990472
Date:
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BROWN
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S.HOW
ARD.JR.
1106990
472

THOMAS H. BROWN, JR., Col, USAF
Director, Civilian Institution Programs
Air Force Institute of Technology

Date Signed

"By signing below, I agree that I (or my professional position at this institution) hold the legal authority to sign/enter into contractual agreement with the US Air Force, as outlined above, on behalf of the institution." (If you do not hold this authority, please forward to the appropriate responsible agency/department).

JUN 28 2022

Date Signed

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONTELEONE
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____

Dawn M. Rowe, vice chair,

Curt Hagman, Chairman, Board of Supervisors

(Typed Name and Title)

San Bernardino County on behalf of
Arrowhead Regional Medical Center
(Institution Name)

400 North Pepper Avenue
(Institution Street Address)

Colton, CA 92324
(Institution City, State and Zip Code)

909-580-6150
(Institution Phone Number)

(Signature)

Dawn M Rowe