

## 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

\_\_\_\_\_  
Date Signed

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

“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).

\_\_\_\_\_  
Date Signed

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)

Curt Hagman, Chairman, Board of Supervisors  
(Typed Name and Title)

\_\_\_\_\_  
(Signature)