

MEDICAL RESIDENCY/FELLOWSHIP AGREEMENT

1. It is understood that Amanda L. Jainchill will take
(First name, MI, Last Name)
residency/fellowship training at Natividad Medical Center in
(Name of Training Institution)
Obstetrics/Gynecology concurrently with his/her official Air Force duties from
(Specialty)
11 Jul 16 to 10 Jul 17.
(Start Date of Training) (Completion Date of Training)

2. It is understood that the training he/she will receive at this institution will be at no expense to the United States Government with the exception of the pay and allowances to which the trainee is entitled as a commissioned officer in the United States Air Force. The Institution shall have sole and exclusive right to bill all charges and collect and retain payments for all medical professional services provided by the resident/fellow subject to any restriction under federal law on billing for services of federal employees. 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 will be 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 foreseen 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 judgment 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: (1) the requested information is not privileged under State and/or Federal law, or (2) the institution and the Air Force have entered into a joint defense agreement, 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.

UNITED STATES OF AMERICA
AFIT/ENEM

18 May 16
(Date Signed)

Winston Massey

WINSTON L. MASSEY, Lt Col, USAF, MSC
Chief, Healthcare Education Division
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)

Natividad Medical Center
1441 Constitution Blvd, Bldg 300
Salinas, CA 93906
831.755.4196

Gary Gray
Chief Executive Officer

Stan Butler

Approved as to form and legality
Deputy County Counsel
County of Monterey

By [Signature]
Reviewed as to fiscal provisions
Auditor Controller
County of Monterey

J. J. 2-16