



**Wichita, Kansas**

**RESIDENT AGREEMENT OF APPOINTMENT AND EMPLOYMENT**

On \_\_\_\_\_ this Agreement was executed by and between Wichita Center for Graduate Medical Education, Inc., ("WCGME"), Wichita, Kansas, and \_\_\_\_\_ ("Resident") effective July 1, 2021.

WHEREAS, The University of Kansas School of Medicine-Wichita ("KUSM-W") is an institution of higher education which conducts programs of graduate medical education for Residents. KUSM-W serves as the sponsor of graduate medical education programs conducted at various locations in Wichita, Kansas;

WHEREAS, WCGME, a Kansas not-for-profit, tax-exempt organization, operates and coordinates the medical residency program among Member Institutions and other institutions of higher education, public and private agencies, the government, and the general public; and

WHEREAS, Ascension Via Christi Hospitals Wichita, Inc. and Wesley Medical Center, LLC. ("Member Institutions") are health care providers which respectively operate separate acute care hospitals and provide clinical facilities for the conduct of graduate medical education for Residents in cooperation with each other, with WCGME and with KUSM-W;

WHEREAS, WCGME coordinates the availability of facilities for the conduct of graduate medical education for Residents at Member Institutions, physician offices, clinics, ambulatory surgery centers, specialty hospitals, acute care hospitals, public and private agencies, and government health programs ("Affiliated Health Care Providers"), with these facilities cooperating with KUSM-W;

WHEREAS, WCGME appoints and employs Residents to participate in this graduate medical education program sponsored by KUSM-W; and

WHEREAS, Resident represents that he/she has not been excluded from any federal healthcare program and is therefore eligible to execute this Agreement.

NOW, THEREFORE, the parties hereto agree with the terms and conditions that will govern the appointment and employment of the Resident during the term stated herein and as incorporated herein and amended from time to time:

**I. Term**

The term of this Agreement shall commence on 7/1/2021. Resident shall hold this position for the period beginning 7/01/2021 and shall renew automatically for additional periods, anticipated to end \_\_\_\_\_, at completion of Resident's Residency Program, hereinafter referred to as the "Residency Program." The completion of said term and the renewal for additional periods shall be contingent upon (a) Resident's acceptable performance of the assigned duties as determined by Resident's Residency Program Director, (b) on continuation of the Residency Program, and (c) other matters as stated herein or in policies and procedures adopted by WCGME. The initial term or any renewal term will end upon issuance of a notice of non-renewal or termination of the agreement provided to the Resident as set forth in Article XIII herein.

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As appropriate, in the sole discretion of the Program Director, promotion of the Resident and therefore renewal of this Agreement will be evidenced by a renewal letter provided by the Program Director and WCGME.

In the event that any requirements of the Resident are not met or provided by the Resident to the Program Director by the effective date of this Agreement or any renewal thereof, this Agreement and any renewal may be terminated without advance notice at the discretion of the Program Director and WCGME. If a decision not to renew, or not to promote, occurs, the Program Director must provide the Resident with as much written notice as circumstances reasonably allow prior to the end of the Agreement. The Resident may appeal a termination, nonrenewal, or non-promotion action in accordance with the Grievance Policy as it is stated in this Agreement. There is no obligation by WCGME and/or the Program Director to extend this Agreement beyond its initial term.

## **II. Salary**

During the initial term of this Agreement, Resident will receive an annual salary of \$\_\_\_\_\_ or the prorated amount of said salary if the term of appointment and employment is less than one year, which will be payable in bi-weekly payments of \$\_\_\_\_\_ or the prorated amount of said bi-weekly payment if the term of appointment and employment is less than one year. The salary payments will be subject to federal and state income tax and social security deductions in accordance with Internal Revenue Service provisions. In the event this Agreement is renewed, the amount of compensation to be paid to the Resident will be subject to adjustment on the date of advancement to the next academic year of training. During the first year of the Residency Program, Resident will be paid for attendance at the Orientation Program which is scheduled to occur for one to three week(s), depending on the residency program, prior to the beginning of the training time, July 1, or for a shorter period if the Resident begins the Residency Program off-cycle. The payment for the Orientation Program will be a prorated amount based on the length of the Orientation Program.

## **III. Position**

Resident shall be appointed and employed as a PGY- physician in the KUSM-W \_\_\_\_\_ Residency Program. (a) As a condition of this appointment, the Resident represents and warrants that s/he has not been excluded, debarred, or otherwise made ineligible to participate in any Federal healthcare program as defined in 42 USC § 1320a-7b(f). The Resident represents and warrants that s/he (i) is not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f) (the "Federal healthcare programs"); (ii) is not convicted of a criminal offense related to the provision of healthcare items or services, but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal healthcare programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in being excluded from participation in the Federal healthcare programs. This shall be an ongoing representation and warranty during the terms of this Agreement, and any renewal thereof, and the Resident shall immediately notify WCGME of any change in the status of the representation and warranty set forth in this section. If the Resident becomes excluded from the Federal program participation, this Agreement may be terminated immediately by WCGME for cause in accordance with the provisions of Article XIII herein. (b) As further conditions of this appointment, the Resident acknowledges that this Agreement and any renewal hereof is contingent upon, without limitation, the following: Proof that the Resident (i) has been issued a temporary or permanent license from the Kansas State Board of Healing Arts; (ii) can provide verification of U.S. employment authorization in the United States at the commencement of employment; (iii) satisfactorily completed pre-requisites such as credentialing, a pre-employment health and drug and alcohol screen, a criminal background check, and other routine employment processing; and (iv) met the qualifications for Resident eligibility as outlined in the Resident Recruitment/Selection/Appointment Policy, as amended from time to time, and as determined by the Accreditation Council for Graduate Medical Education (ACGME). Anything to the contrary herein notwithstanding, in the event that such requirements are not met or provided by the Resident to WCGME by the commencement date of this Agreement or any renewal hereof, this Agreement and any renewal may be terminated without advance notice at the joint discretion of WCGME and the Program Director.

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#### **IV. Appointment to Residency Program**

WCGME desires to appoint, and the Resident accepts an appointment to the \_\_\_\_\_ Residency Program, subject to the terms and conditions set out in this Agreement.

- a. While performing his/her duties at all training locations, the Resident agrees to conduct him/herself in accordance with the Institutional Policy and Procedure for Graduate Medical Education (GME) Manual, the Policies and Procedures of the Hospital(s), and the Rules and Regulations of the Medical Staff, the directions of the Graduate Medical Education Committee (GMEC), the Designated Institutional Official (DIO), Chief Operating Officer (COO) of Wichita Center for Graduate Medical Education, and the Program Director of the Residency Program.
- b. If the Resident has or becomes aware of any health condition which could have an effect on the Resident's ability to practice medicine, or if the performance of essential functions of his/her job requires reasonable accommodation in order to facilitate the Resident's continued practice of medicine or essential requirements of his/her job, the Resident shall inform the Program Director and the DIO, or WCGME COO, who together with the Resident shall confer about what accommodations, if any, can be made.
- c. To begin the PGY-1 year, the applicant must have met and completed all the requirements to receive his/her medical school degree. The degree must also be awarded before the applicant begins the WCGME residency.
- d. Each Residency Program shall be responsible for determining the academic standards required for satisfactory progress through each year of study and for the completion of the requirements. These shall be in accordance with the ACGME requirements for each specific residency or Board requirement. The American Board of Medical Specialties (<https://www.abms.org>) should be referenced for eligibility of specialty board examinations.
- e. The Resident shall be responsible for ensuring that s/he is meeting the requirements and expectations of the training program by attending assigned responsibilities such as Hospital Committee/Council meetings, timely completion of all medical records, reading and adhering to the appropriate policies and procedures, and by abiding in professional conduct while in the training program.
- f. Residents beginning a Program through the Match are required through the Match Participation Agreement to remain in the program for 45 days from the appointment start date. Residents will not be released from this Agreement in the first 45 days without a waiver from the National Resident Matching Program (NRMP).

#### **V. Responsibilities of Resident**

During the term of this Agreement, Resident agrees to perform the duties described below. The Resident acknowledges that failure to fulfill any or all of these duties shall be considered a material breach of this Agreement and may lead to corrective action, including but not limited to suspension, probation, non-promotion, non-renewal of this Agreement or termination.

- a. Participate in New Resident Orientation.
- b. Participate, under medical staff supervision provided by faculty appointed by KUSM-W, in the provision of safe and compassionate patient care commensurate with currently approved methods and practices in the medical profession, the Resident's professional specialty, the Resident's Level of Advancement, and the applicable Medical Association Code of Ethics.
- c. Participate in educational programs and activities as assigned or required by the Resident's Residency Program Director, including but not limited to teaching and supervising other Residents and medical students. Fulfill the educational and clinical requirements of the training program as specified by the Accreditation Council for Graduate Medical Education.
- d. Comply with the Institutional Policy and Procedure for GME Manual in effect during the term of this Agreement, and any renewal thereof, and observe all rules and regulations of Residency Program and of the Affiliated Health Care Providers in which Resident receives training.
- e. Comply with the Impaired Physician Policy as it is defined in the Institutional Policy and Procedure for GME Manual in effect during the term of this Agreement, and any renewal thereof. Said compliance includes, but is not limited to, participation in a urine drug screen or blood alcohol test at the request of any supervisory facility if the inappropriate use of drugs or alcohol is reasonably suspected. Any failure to participate will be cause for disciplinary action.

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- including but not limited to, probation, suspension, and/or termination or dismissal from the residency program.
- f. Complete all medical records in accordance with policies of the Affiliated Health Care Providers in which Resident receives training, and in accordance with the Institutional Policy and Procedure for GME Manual.
  - g. Develop a personal program of self-study and professional growth in cooperation with the Resident's Residency Program Director that leads to safe patient care and quality improvement.
  - h. Obtain and maintain licensure by the Kansas State Board of Healing Arts prior to engaging in patient care. The effective date of the Agreement shall be no earlier than the effective date of the licensure by the Kansas State Board of Healing Arts.
  - i. Register and maintain registration with the Drug Enforcement Administration (DEA), BLS, ACLS/PALS certification, enrollment in CMS (PECOS) and for foreign citizens having permanent resident status in the US, work authorization, or possession of an Exchange Visitor (J-1) Visa through the Educational Commission for Foreign Medical Graduates (ECFMG).
  - j. Provide a copy of medical school diploma and an official transcript verifying eligibility to participate in the training program.
  - k. Obtain a National Provider Identification (NPI) number.
  - l. Participate in ACGME Resident survey, annual program and faculty evaluation, and other evaluations, reviews and surveys required by WCGME or Residency Program.
  - m. Maintain status as a Full-Time Equivalent (FTE) by providing the "total time necessary" to fill a residency slot pursuant to the language of 42CFR § 412.105. Fulfillment of Resident's FTE status may include daytime, night and weekend assignments and attendance at such conferences, lectures and rounds applicable to Resident's level of training, unless excused due to pressing clinical responsibilities to a patient, and to participate in education programs as assigned or required by the Residency Program Director.
  - n. Accept salary and benefits mentioned herein and the experience and instruction received during the term of the Agreement, and any renewal thereof and refrain from demanding or accepting fees from patients seen as part of the residency program.
  - o. Participate in in-house and where permissible, home call as outlined in the ACGME Clinical and Educational Work Hour Requirements. Residents will be honest in tracking their clinical and educational hours and will not care for patients when too fatigued to provide quality safe care.
  - p. Comply with all applicable federal and state statutes and regulations concerning the delivery of health care services.
  - q. Dress and carry out his/her duties in a professional and ethical manner in accordance with State and Federal laws and state licensure standards.
  - r. Regularly, or at a minimum of once a day, log on and review electronic mail on the Resident's KUSM-W electronic mail account. Only use KUSM-W email account for all residency related email.
  - s. Satisfactorily participate in the relevant In-Training Examination.
  - t. Pass USMLE Step 3 or COMLEX Level 3 prior to advancement to the PGY3 level of training.

## **VI. Benefits**

Resident shall receive the following fringe benefits effective with the commencement of the term stated herein in (residency training dates, not to include orientation) addition to the salary stated in Section II of the Resident Agreement:

- a. Fifteen weekdays of paid vacation, or prorated amount of vacation if the term of appointment and employment is less than one year, taken at a time acceptable to Resident's Program Director and in accordance with any special departmental policies established by the Program Director. If the Resident is dismissed, terminates voluntarily, resigns, or the contract is terminated or not renewed, the Resident will not receive payment for accrued and/or unused vacation leave. Time off must be approved by the Program Director. Unused vacation time may not be transferred to subsequent academic years.
- b. Ten weekdays of paid sick leave, or a prorated amount of sick leave if the term of appointment and employment is less than one year, to be taken in accordance with WCGME and departmental policies. Paid sick leave days may be

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accumulated up to a maximum of 30 days at any one time from previous Agreement terms and used during the Agreement term referred to herein. Provided, however, if the Resident is dismissed, terminates voluntarily, resigns or the Agreement is terminated or not renewed, the Resident will not receive payment for accrued and/or unused sick leave. Resident may be eligible for other leave benefits under the Family Medical Leave Act contained in the Policy and Procedure Manual. Any paid sick leave used by the Resident will count toward the Resident's leave under the Family Medical Leave Act provided eligibility requirements are met by the Resident and the reason for leave. Resident acknowledges that additional training after a leave of absence may be needed for successful completion of program requirements and/or Board certification requirements. While the Resident may, with Program Director approval, use available vacation time or sick time, doing so may result in an extension of the training program.

- c. Parental leave is provided on the birth of a child, to care for a newborn child, on the placement of a child for adoption or foster care. Available vacation and sick time must be used and with approval from the Program Director. Leave without pay may be granted when additional time is needed. See WCGME FMLA and Leave policy.
- d. Up to five weekdays of paid education leave to attend educational conferences approved by Resident's Program Director.
- e. In accordance with a schedule approved by the Resident's Program Director, additional time may be allowed for taking Board examinations, aiding in recruitment programs or other unusual situations.
- f. A \$1,000.00 per contract year educational allowance, or a prorated amount, to be used for obtaining full licensure via the Kansas State Board of Healing Arts, renewing DEA registration, purchasing "uniforms" or for expenses approved by Resident's Program Director or WCGME and incurred in attending educational conferences or in the purchase of educational equipment and/or materials. Provided, however, if the Resident is dismissed, terminates voluntarily, resigns or the Agreement is terminated, or not renewed, the Resident will not receive payment for unused educational allowance.
- g. Health, dental, vision, life and long-term disability insurance for the Resident, and health, dental and vision insurance for Resident's dependents (at a cost to the Resident), all of which will be provided through WCGME's employee group insurance plan. No person may be insured both as an employee and as a dependent and no person will be considered as a dependent of more than one employee.
- h. Professional liability insurance as required by Kansas law (claims made plus tail) plus excess coverage provided via the Kansas Health Care Stabilization Fund as authorized by the WCGME Board of Directors.
- i. For each day Resident is "on-call" and required to stay on hospital premises for a period of 24 hours, meals will be provided at Affiliated Health Care Providers.
- j. Other fringe benefits are provided to Resident as more specifically described in the Policy and Procedure Manual which is incorporated herein by reference.
- k. In the event of prolonged absence, Resident's Program Director will determine whether or not make up time is necessary in order to certify credit for the residency year. Specialty Board examination requirements will be reviewed in this process.
- l. WCGME reserves the right to change or eliminate, with thirty (30) days' written notice to Resident any of the above benefits as it deems appropriate.

## **VII. Responsibilities of WCGME**

During the term of this Agreement, WCGME will:

- a. Contract with appropriate companies or entities for the provision of health (including hospitalization and mental health), dental, vision, life and long-term disability insurance for the Resident and health, dental and vision insurance for the Resident's dependents.
- b. Contract with appropriate companies or entities for the provision of professional liability insurance plus excess coverage provided via the Kansas Health Care Stabilization Fund. Said insurance shall be in accordance with Kansas law.
- c. Please reference the KU School of Medicine – Wichita Institutional Policy and Procedure for GME manual for all

policies related to graduate medical education.

### **VIII. Limited Outside Employment**

PGY-1 Residents will not be permitted to engage in limited outside employment (moonlighting and locum tenens). Residents at PGY-2 and above must be in good standing in the training program and must obtain prior written approval of Resident's Program Director to engage in limited outside employment (moonlighting and locum tenens). Said approval may be given only if the Resident is legally qualified, has an unrestricted license to practice medicine in the state in which the resident will moonlight or provide locum tenens, and if it is determined that such employment does not interfere with the educational requirements of the Resident's residency program. Resident will be responsible to obtain and pay for excess professional liability insurance over the amounts provided pursuant to the terms of this Agreement. Hours spent in limited outside employment will count towards the 80-hour weekly maximum allowed for clinical and educational work as stated in the ACGME Common Program Requirements. Moonlighting approval will be immediately suspended if the Resident is placed on any disciplinary action: academic or professional.

### **IX. Off Duty Employed Activities**

Appointment and acceptance to the residency program is a full-time responsibility. Any other employment activity outside the purview of the residency program must not interfere with the Resident's performance of his/her training duties. The Resident will participate in these activities only with the prior knowledge and written permission of the Program Director.

### **X. KUSM-W Teaching and Clinical Supervision**

During the term of this Agreement, for all clinical responsibilities, Resident will be working under the supervision of faculty appointed by KUSM-W. Resident acknowledges that KUSM-W assumes full and complete responsibility for the design and implementation of the curriculum for the residency program so as to maintain full accreditation of each program. The curriculum will be designed so that the Resident assumes progressively increasing responsibility according to the Resident's level of education, ability, and experience. KUSM-W supports the ACGME Clinical Experience and Educational Requirements. Some specialties may have more restrictive standards, reflecting patient care and educational demands; in that case, the more restrictive standards will apply.

### **XI. Renewal of Appointment and Employment**

In the event Resident has satisfactorily completed all requirements of the residency program for the level of training specified herein, WCGME shall renew this appointment and employment for another term of duration to be determined upon recommendation of the Program Director. If WCGME, based upon the decision and recommendation of the Program Director, elects not to renew this appointment and employment, then written notice of intent not to renew the Agreement shall be provided by WCGME to the Resident. If WCGME, based upon the decision and recommendation of the Program Director, determines Resident has not performed to a sufficient level to justify progression to the next year of training, the Resident will be issued a written notice of non-promotion and be required to repeat the academic year. WCGME will provide the Resident with as much written notice of the intent not to renew or not to promote as the circumstances will reasonably allow prior to the end of the term stated herein. If WCGME elects to issue a written notice of intent not to renew or not to promote, the Resident is entitled to implement the grievance procedures pursuant to the policy and procedure then in effect. If the Resident intends not to return for the following year, if subsequent years remain in the Residency Program, then the Resident shall notify the Program Director in writing of such intention with as much notice as possible and at a minimum of 30 days prior to the end of the term stated herein.

### **XII. Extension**

In the sole discretion of the Program Director, as approved by WCGME, if progression of the Resident through Residency Program and extension of the Resident's time in the Residency Program is appropriate, an extension letter may be provided

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by WCGME with the acknowledgement of Program Director.

### **XIII. Dismissal and Termination of Agreement**

a. Immediate Dismissal and Termination of Agreement.

Upon the occurrence of any of the following events, the Resident will be immediately dismissed from the residency program and this Agreement shall be terminated:

- 1) If the Resident's license to practice medicine in the State of Kansas is revoked.
- 2) If the Resident's DEA number is revoked.
- 3) If the Resident who is a foreign citizen is denied Certificate of Eligibility for Exchange Visitors (J-1 Visa) status.
- 4) If the Resident is excluded from participation in any federal healthcare program.
- 5) Such other cause that, at the discretion of the Program Director, makes it advisable, in accordance with the Policy and Procedure Manual in effect during the term of this Agreement, and any renewal thereof.

The listing of the mandatory reasons for dismissal included in this subparagraph does not exclude or eliminate the permissive examples for dismissal listed in the Policy and Procedure Manual in effect during the term of this Agreement and any renewal thereof.

b. Termination Pursuant to Grievance Procedure. Termination of this Agreement will occur thirty (30) days after written notice of dismissal is provided to the Resident or the date on which the grievance procedure hearing panel upholds the notice of dismissal, whichever date is later.

c. Termination by Resignation of Resident. At any time prior to the expiration date, the Resident may resign from the program and terminate this contract provided thirty (30) days' advance written notice is provided to WCGME and the Program Director. Resident may, at the Program Director's discretion, remain in the training program until the end of the academic year. Residents voluntarily resigning or terminating may be dismissed immediately and may be released from all clinical and training requirements effective immediately at the discretion of the Program Director.

d. Non-Entitlement to Payment for Accrued Leave. In the event of termination by dismissal, nonrenewal, voluntary resignation or termination, Resident will not be entitled to compensation for unused vacation, sick or education leave, nor will the Resident be entitled to take leave after receiving notice of dismissal, non-renewal, voluntary resignation or termination, or if contract is terminated or not renewed. In addition, Resident will not be entitled to unused education allowance.

e. Residents will be required to complete all their medical record documentation and administrative responsibilities unless the Program Director does not feel such document would be accurate or in support of quality patient care.

### **XIV. Physician Impairment**

It is the responsibility of the Resident to voluntarily report when he/she or any other Practitioner suffers from a temporary or chronic health condition or impairment that may adversely affect rendering patient care. In addition, any other person may report such a condition or impairment. Indication of possible impairment while on duty is considered an immediate threat to patient safety.

### **XV. Grievance Procedure**

Resident will be entitled to participate in Grievance Procedure as outlined in the Policy and Procedure Manual, whenever an adverse action is proposed. An Adverse Action occurs when a Program Director (1) places a Resident on probation, (2) elects not to renew the agreement, (3) dismisses a Resident from a residency training program, or (4) elects to not promote the Resident to the next year of training as outlined in the Policy and Procedure Manual in effect during the term of this Agreement, and any renewal thereof.

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**XVI. Equal Opportunity Employer**

WCGME is an equal opportunity employer and as such, prohibits discrimination, including harassment, in the workplace due to an employee's gender, race, age, disability status, national origin, marital or family status, color, sexual orientation, gender identity or expression, ancestry, military or veteran status, genetic information, political affiliation, or religion. In the event Resident believes discrimination, including harassment, has occurred, the complaint procedure contained in the Institutional Policy and Procedure for GME Manual should be referenced.

**XVII. Acceptance of Appointment**

Resident acknowledges the acceptance of the appointment and employment as a Resident in the graduate medical education program sponsored by KUSM-W. Resident further affirms that Resident has not accepted a similar position in any other residency program during the time period covered by this Agreement.

**XVIII. No Guarantee of Continued Appointment**

Resident acknowledges that although Resident is participating in a multi-year residency program, the appointment and employment pursuant to this Agreement or any renewal thereof is for the specified time period only. Resident acknowledges that the appointment and employment pursuant to this Agreement does not provide any express or implied guarantee for re-appointment or that the residency program will be continued in succeeding years.

**XIX. Governing Law**

The interpretation, validity and effect of this Agreement are governed by the laws of the State of Kansas. Venue for any action concerning this Agreement shall be in any court of competent jurisdiction located in Sedgwick County, Kansas.

**XX. Entire Agreement**

This Agreement, including the incorporation by reference stated herein, contains the entire Agreement of the parties regarding the subject matter herein and except for renewal, non-renewal, non-promotion, termination or extensions; none of the terms shall be changed except by written agreement signed by both parties. This Agreement incorporates by reference the Institutional Policy and Procedure for GME Manual as amended from time to time. Any reference in this Agreement to the Institutional Policy and Procedure for GME Manual shall refer to that document which is in effect at the time of the action or requirement in question.

**XXI. Applicability of Provisions**

If any provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of the Agreement or the application of such terms or provisions to person or circumstances shall not be affected thereby, and the rest of this Agreement shall be valid and enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement.

“WCGME”, Wichita Center for Graduate Medical Education, Inc.      “RESIDENT”

By: \_\_\_\_\_  
Redonda Gates, Chief Operating Officer

\_\_\_\_\_  
Resident