



Wichita, Kansas

RESIDENT/FELLOW 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/Fellow") effective July 1, 2023.

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/Fellows. 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/fellowship 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/Fellows 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/Fellows 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/Fellows to participate in this graduate medical education program sponsored by KUSM-W; and

WHEREAS, Resident/Fellow represents that they have 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/Fellow 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 7/1/2023. Resident/Fellow shall hold this position for the period beginning 7/01/2023 and shall renew automatically for additional periods, anticipated to end _____, at completion of Resident/Fellow's Residency/Fellowship Program, hereinafter referred to as the "Residency/Fellowship Program." The completion of said term and the renewal for additional periods shall be contingent upon (a) Resident/Fellow's acceptable performance of the assigned duties as determined by Resident/Fellow's Residency/Fellowship Program Director, (b) on continuation of the residency/fellowship Program, and (c) other matters as stated herein or in policies and procedures

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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/Fellow as set forth in Article XIII herein.

As appropriate, in the sole discretion of the Program Director, promotion of the Resident/Fellow 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/Fellow are not met or provided by the Resident/Fellow 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/Fellow with as much written notice as circumstances reasonably allow prior to the end of the Agreement. The Resident/Fellow 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/Fellow 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/Fellow 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/Fellow 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/Fellow 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/Fellow shall be appointed and employed as a PGY-____ physician in the KUSM-W _____ Residency/Fellowship Program. (a) As a condition of this appointment, the Resident/Fellow represents and warrants that they have 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/Fellow represents and warrants that they (i) are 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) are not convicted of a criminal offense related to the provision of healthcare items or services, but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal healthcare programs, and (iii) are 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/Fellow shall immediately notify WCGME of any change in the status of the representation and warranty set forth in this section. If the Resident/Fellow 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/Fellow acknowledges that this Agreement and any renewal hereof is contingent upon, without limitation, the following: Proof that the Resident/Fellow (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/Fellow eligibility as outlined in the

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Resident/Fellow 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/Fellow 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.

IV. Appointment to Residency Program

WCGME desires to appoint, and the Resident/Fellow accepts an appointment to the _____ Residency/Fellowship Program, subject to the terms and conditions set out in this Agreement.

- a. While performing their duties at all training locations, the Resident/Fellow agrees to conduct themselves 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/Fellowship Program.
- b. If the Resident/Fellow has or becomes aware of any health condition which could have an effect on the Resident/Fellow's ability to practice medicine, or if the performance of essential functions of their job requires reasonable accommodation in order to facilitate the Resident/Fellow's continued practice of medicine or essential requirements of their job, the Resident/Fellow shall inform the Program Director and the DIO, or WCGME COO, who together with the Resident/Fellow 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 their medical school degree. The degree must also be awarded before the applicant begins the KUSM-W residency.
- d. Each Residency/Fellowship 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/fellowship and American Board of Medical Specialties requirements. The American Board of Medical Specialties (<https://www.abms.org>) should be referenced for eligibility of specialty board examinations.
- e. The Resident/Fellow shall be responsible for ensuring that they are 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/Fellows 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/Fellows 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/Fellow

During the term of this Agreement, Resident/Fellow agrees to perform the duties described below. The Resident/Fellow 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/Fellow 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/Fellow's professional specialty, the Resident/Fellow'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/Fellow's

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Residency/Fellowship Program Director, including but not limited to teaching and supervising other Residents/Fellows 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/Fellowship Program and of the Affiliated Health Care Providers in which Resident/Fellow 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 the Program Director, the DIO, the WCGME COO or any supervisory facility if the inappropriate use of drugs or alcohol is reasonably suspected. Any failure to participate will be cause for disciplinary action including but not limited to, probation, suspension, and/or termination from the Residency/Fellowship Program.
- f. Complete all medical records in accordance with policies of the Affiliated Health Care Providers in which Resident/Fellow 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/Fellow's Residency/Fellowship 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 & KMAP) and for foreign citizens having permanent Resident/Fellow 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 Identifier (NPI) number.
- l. Participate in ACGME Resident/Fellow survey, annual program and faculty evaluation, and other evaluations, reviews and surveys required by WCGME or Residency/Fellowship Program.
- m. Maintain status as a Full-Time Equivalent (FTE) by providing the "total time necessary" to fill a residency/fellowship slot pursuant to the language of 42CFR § 412.105. Fulfillment of Resident/Fellow's FTE status may include daytime, night and weekend assignments and attendance at such conferences, lectures and rounds applicable to Resident/Fellow'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/Fellowship 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/fellowship program.
- o. Participate in in-house and where permissible, home call as outlined in the ACGME Clinical and Educational Work Hour Requirements. Residents/Fellows 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 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/Fellow's KUSM-W electronic mail account. Only use KUSM-W email account for all residency/fellowship 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.
- u. Log duty hours accurately and in a timely manner. Review and attest logged hours are correct monthly.

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VI. Benefits

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

- a. Twenty weekdays (4 weeks) of paid time off (PTO), or prorated amount of PTO if the term of appointment and employment is less than one year, taken at a time acceptable to Resident/Fellow's Program Director and in accordance with any special departmental policies established by the Program Director. PTO may be used for absence due to illness or medical, mental health and dental needs of the Resident/Fellow or their dependents or for rest and restoration in order to return to training with renewed vitality. If the Resident/Fellow is terminated, voluntarily resigns, or the contract is not renewed, the Resident/Fellow will not receive payment for unused PTO. Time off must be approved by the Program Director. Unused PTO may not be transferred to subsequent academic years.
- b. Upon entry into Residency/Fellowship, an additional 30 weekdays (6 weeks) of paid leave that can be used throughout Residency/Fellowship for medical, parental or caregiver leave.
- c. Resident/Fellow may be eligible for other leave benefits under the Family Medical Leave Act (FMLA) contained in the Policy and Procedure Manual. Any FMLA used by the Resident/Fellow will count toward the Resident/Fellow's leave under the Family Medical Leave Act provided eligibility requirements are met by the Resident/Fellow and the reason for leave. Resident/Fellow 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/Fellow may, with Program Director approval, use available PTO or be on an unpaid leave of absence, doing so may result in an extension of the training program.
- d. Health, dental, vision, life and long-term disability insurance for the Resident/Fellow, and health, dental and vision insurance for Resident/Fellow's dependents (at a cost to the Resident/Fellow), 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.
- e. 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. The professional liability insurance (claims made with tail and with the following limits: basic coverage \$500,000/1,500,000, excess coverage \$500,000/\$1,500,000) covers clinical activities performed within the scope of the Residency/Fellowship Training Program, under the supervision of a member of the Residency/Fellowship teaching staff, and while at all sites approved by the Residency/Fellowship Program within the scope of training.
- f. For each day Resident/Fellow 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.
- g. Other fringe benefits are provided to Resident/Fellow as more specifically described in the Institutional Policy and Procedure for GME Manual which is incorporated herein by reference.
- h. In the event of prolonged absence, Resident/Fellow's Program Director will determine whether make up time is necessary in order to certify credit for the Residency/Fellowship year. Specialty Board examination requirements will be reviewed in this process.
- i. WCGME reserves the right to change or eliminate, with thirty (30) days' written notice to Resident/Fellow 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/Fellow and health, dental and vision insurance for the Resident/Fellow's dependents.

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- 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). Resident/Fellows at PGY-2 and above must be in good standing in the training program and must obtain prior written approval of Resident/Fellow's Program Director to engage in limited outside employment (moonlighting and locum tenens). Said approval may be given only if the Resident/Fellow is legally qualified, has a resident active license to practice medicine in the state in which the Resident/Fellow will moonlight or provide locum tenens, and if it is determined that such employment does not interfere with the educational requirements of the Resident/Fellow's Residency/Fellowship Program. Resident/Fellow 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/Fellow is placed on any disciplinary action: academic or professional.

IX. Off Duty Employed Activities

Appointment and acceptance to the Residency/Fellowship Program is a full-time responsibility. Any other employment activity outside the purview of the Residency/Fellowship Program must not interfere with the Resident/Fellow's performance of their training duties. The Resident/Fellow 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/Fellow will be working under the supervision of faculty appointed by KUSM-W. Resident/Fellow acknowledges that KUSM-W assumes full and complete responsibility for the design and implementation of the curriculum for the Residency/Fellowship Program so as to maintain full accreditation of each program. The curriculum will be designed so that the Resident/Fellow assumes progressively increasing responsibility according to the Resident/Fellow'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/Fellow has satisfactorily completed all requirements of the Residency/Fellowship 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/Fellow. If WCGME, based upon the decision and recommendation of the Program Director, determines Resident/Fellow has not performed to a sufficient level to justify progression to the next year of training, the Resident/Fellow will be issued a written notice of non-promotion and be required to repeat the academic year. WCGME will provide the Resident/Fellow 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

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written notice of intent not to renew or not to promote, the Resident/Fellow is entitled to implement the Grievance Procedures pursuant to the policy and procedure then in effect. If the Resident/Fellow intends not to return for the following year, if subsequent years remain in the Residency/Fellowship Program, then the Resident/Fellow 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/Fellow through Residency/Fellowship Program and extension of the Resident/Fellow's time in the Residency/Fellowship Program is appropriate, an extension letter may be provided by WCGME with the acknowledgement of Program Director.

XIII. Termination of Agreement

a. Immediate Termination of Agreement.

Upon the occurrence of any of the following events, the Resident/Fellow will be immediately terminated from the Residency/Fellowship Program and this Agreement shall be terminated:

- 1) If the Resident/Fellow's license to practice medicine in the State of Kansas is revoked.
- 2) If the Resident/Fellow's DEA is revoked.
- 3) If the Resident/Fellow who is a foreign citizen is denied Certificate of Eligibility for Exchange Visitors (J-1 Visa) status.
- 4) If the Resident/Fellow 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 Institutional Policy and Procedure for GME Manual in effect during the term of this Agreement, and any renewal thereof.

The listing of the mandatory reasons for termination included in this subparagraph does not exclude or eliminate the permissive examples for termination listed in the Institutional Policy and Procedure for GME Manual in effect during the term of this Agreement and any renewal thereof. Resident/Fellow has the right to appeal immediate termination pursuant to the Grievance Procedure.

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

c. Termination by Resignation of Resident/Fellow. At any time prior to the expiration date, the Resident/Fellow may resign from the program and terminate this contract provided thirty (30) days' advance written notice is provided to WCGME and the Program Director. Residents/Fellows voluntarily resigning 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 PTO or Accrued Leave. In the event of termination, nonrenewal, or voluntary resignation, Resident/Fellow will not be entitled to compensation for unused PTO.

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

XIV. Physician Impairment

It is the responsibility of the Resident/Fellow to voluntarily report when they or any other Practitioner suffers from a

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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/Fellow will be entitled to participate in the Grievance Procedure as outlined in the Institutional Policy and Procedure for GME Manual, whenever an adverse action is proposed. An adverse action occurs when a Program Director (1) places a Resident/Fellow on probation, (2) elects not to renew the Agreement, (3) terminates a Resident/Fellow from a Residency/Fellowship Training Program, or (4) elects to not promote the Resident/Fellow to the next year of training as outlined in the Institutional Policy and Procedure for GME Manual in effect during the term of this Agreement, and any renewal thereof.

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, pregnancy, ancestry, military or veteran status, genetic information, political affiliation, or religion. In the event Resident/Fellow 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/Fellow acknowledges the acceptance of the appointment and employment as a Resident/Fellow in the graduate medical education program sponsored by KUSM-W. Resident/Fellow further affirms that Resident/Fellow has not accepted a similar position in any other Residency/Fellowship Program during the time period covered by this Agreement.

XVIII. No Guarantee of Continued Appointment

Resident/Fellow acknowledges that although Resident/Fellow may be participating in a multi-year Residency/Fellowship Program, the appointment and employment pursuant to this Agreement or any renewal thereof is for the specified time period only. Resident/Fellow 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/Fellowship 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

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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/FELLOW”

By: _____
Chief Operating Officer

Resident/Fellow