

EXECUTIVE DIRECTIVE NO. 14-452

Authorizing Personnel Transactions

By virtue of the authority vested in the Governor as the head of the Executive Branch of the State of Kansas, the following transactions are hereby authorized:

The Kansas Civil Service Basic Pay Plan that took effect on June 9, 2013, is hereby modified and the new pay matrix for the classified service is hereby adopted, effective June 8, 2014. The pay plan is modified to the extent provided for in the rules and regulations promulgated by the Secretary of Administration under the authority of K.S.A. 75-3706 or as hereafter modified by executive directives, and such modifications may be effective on the date of the rules and regulations or executive directives in accordance with K.S.A. 75-2938. The two attached pay matrices are hereby incorporated in, and made part of this executive directive. No employee may be moved to Step 17 or Step 18 unless authorized to do so by executive directive.

The request of Kraig Knowlton, Director of Personnel Services, to provide a \$250 payment to each full-time employee who has been continuously employed on a full-time basis with the State of Kansas since November 24, 2013, is hereby approved, effective November 16, 2014, in accordance with Section 109 of 2014 Senate Substitute for Substitute for House Bill No. 2231.

The request of Kraig Knowlton, Director of Personnel Services, to establish the attached, updated pay plan for unclassified physicians and medical staff in state facilities under the authority of the Department for Aging and Disability Services is hereby approved, effective June 8, 2014, in accordance with K.S.A. 75-2935c.

The request of Kraig Knowlton, Director of Personnel Services, to assign the following job classifications to the pay grades set out below and place current employees in these job classifications on the same step of the new pay grade is hereby approved, effective June 8, 2014.

<u>Job Classification</u>	<u>Pay Grade</u>
Equipment Operator Trainee	17
Equipment Operator	18
Equipment Operator Senior	20
Equipment Operator Specialist	22

Forensic Scientist IV	35
Law Enforcement Officer II	28
Law Enforcement Officer III	31

The request of Kraig Knowlton, Director of Personnel Services, to provide a two-step increase to employees in the Law Enforcement Officer I job classification and to employees in the Public Service Executive II job classification with supervisory and management responsibilities over employees in the Law Enforcement Officer job classifications at the Kansas Highway Patrol is hereby approved, effective June 8, 2014.

The request of Kraig Knowlton, Director of Personnel Services, to provide a four-step increase to employees in the Forensic Scientist II, Forensic Scientist III, Special Agent - KBI, Senior Special Agent - KBI and Special Agent in Charge - KBI job classifications is hereby approved, effective June 8, 2014.

The request of Kraig Knowlton, Director of Personnel Services, to abolish the following job classification is hereby approved, effective July 6, 2014.

Job Class

Agricultural Technician
Agricultural Technician Senior
Architectural Intern
Aviation Technician
Certified Asbestos Worker
Dietitian I
Economic Development Representative I
Engineering Associate I
Equipment Planning Technician II
Extension Nutritional Assistant
Geology Trainee
Health Care Assistant
Health Care Technician I
Human Resource Professional IV
IT Security Analyst I
Land Surveyor I
Land Surveyor II
Mechanic's Helper
Microbiologist I
Museum Exhibits Technician
Pilot
Power Plant Operator
Professional Civil Engineer IV
Public Program/Performance Technician
Radiological Technologist II
Right of Way Property Appraiser II
Seasonal Worker

Sign Shop Worker
Veterinary Specialty Technician
Veterinary Technician I
Veterinary Technician II

I have conferred with the Secretary of Administration, the Director of the Budget, the Director of Personnel Services, and members of my staff, and I have determined that the requested actions are appropriate.

THE GOVERNOR'S OFFICE

By the Governor *Sam Brownback*

6/5/14
Date

Kris W. Kobach
Secretary of State

Nancy Bryant
Assistant Secretary of State

FILED
JUN 05 2014
KRIS W. KOBACH
SECRETARY OF STATE

Kansas Civil Service Basic Pay Plan (effective June 8, 2014)

Basic Steps (Hourly Rates)

PG	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
7	7.56	7.77	7.96	8.18	8.35	8.56	8.76	9.00	9.24	9.44	9.69	9.93	10.15	10.43	10.68
8	7.96	8.18	8.35	8.56	8.76	9.00	9.24	9.44	9.69	9.93	10.15	10.43	10.68	10.92	11.21
9	8.35	8.56	8.76	9.00	9.24	9.44	9.69	9.93	10.15	10.43	10.68	10.92	11.21	11.48	11.79
10	8.76	9.00	9.24	9.44	9.69	9.93	10.15	10.43	10.68	10.92	11.21	11.48	11.79	12.04	12.35
11	9.24	9.44	9.69	9.93	10.15	10.43	10.68	10.92	11.21	11.48	11.79	12.04	12.35	12.66	12.98
12	9.69	9.93	10.15	10.43	10.68	10.92	11.21	11.48	11.79	12.04	12.35	12.66	12.98	13.29	13.61
13	10.15	10.43	10.68	10.92	11.21	11.48	11.79	12.04	12.35	12.66	12.98	13.29	13.61	13.95	14.30
14	10.68	10.92	11.21	11.48	11.79	12.04	12.35	12.66	12.98	13.29	13.61	13.95	14.30	14.66	15.03
15	11.21	11.48	11.79	12.04	12.35	12.66	12.98	13.29	13.61	13.95	14.30	14.66	15.03	15.38	15.75
16	11.79	12.04	12.35	12.66	12.98	13.29	13.61	13.95	14.30	14.66	15.03	15.38	15.75	16.16	16.56
17	12.35	12.66	12.98	13.29	13.61	13.95	14.30	14.66	15.03	15.38	15.75	16.16	16.56	16.94	17.39
18	12.98	13.29	13.61	13.95	14.30	14.66	15.03	15.38	15.75	16.16	16.56	16.94	17.39	17.79	18.26
19	13.61	13.95	14.30	14.66	15.03	15.38	15.75	16.16	16.56	16.94	17.39	17.79	18.26	18.70	19.16
20	14.30	14.66	15.03	15.38	15.75	16.16	16.56	16.94	17.39	17.79	18.26	18.70	19.16	19.65	20.13
21	15.03	15.38	15.75	16.16	16.56	16.94	17.39	17.79	18.26	18.70	19.16	19.65	20.13	20.58	21.13
22	15.75	16.16	16.56	16.94	17.39	17.79	18.26	18.70	19.16	19.65	20.13	20.58	21.13	21.65	22.16
23	16.56	16.94	17.39	17.79	18.26	18.70	19.16	19.65	20.13	20.58	21.13	21.65	22.16	22.72	23.31
24	17.39	17.79	18.26	18.70	19.16	19.65	20.13	20.58	21.13	21.65	22.16	22.72	23.31	23.87	24.48
25	18.26	18.70	19.16	19.65	20.13	20.58	21.13	21.65	22.16	22.72	23.31	23.87	24.48	25.05	25.68
26	19.16	19.65	20.13	20.58	21.13	21.65	22.16	22.72	23.31	23.87	24.48	25.05	25.68	26.29	26.98
27	20.13	20.58	21.13	21.65	22.16	22.72	23.31	23.87	24.48	25.05	25.68	26.29	26.98	27.61	28.31
28	21.13	21.65	22.16	22.72	23.31	23.87	24.48	25.05	25.68	26.29	26.98	27.61	28.31	29.03	29.73
29	22.16	22.72	23.31	23.87	24.48	25.05	25.68	26.29	26.98	27.61	28.31	29.03	29.73	30.46	31.22
30	23.31	23.87	24.48	25.05	25.68	26.29	26.98	27.61	28.31	29.03	29.73	30.46	31.22	31.98	32.78
31	24.48	25.05	25.68	26.29	26.98	27.61	28.31	29.03	29.73	30.46	31.22	31.98	32.78	33.55	34.42
32	25.68	26.29	26.98	27.61	28.31	29.03	29.73	30.46	31.22	31.98	32.78	33.55	34.42	35.25	36.13
33	26.98	27.61	28.31	29.03	29.73	30.46	31.22	31.98	32.78	33.55	34.42	35.25	36.13	37.00	37.95
34	28.31	29.03	29.73	30.46	31.22	31.98	32.78	33.55	34.42	35.25	36.13	37.00	37.95	38.86	39.84
35	29.73	30.46	31.22	31.98	32.78	33.55	34.42	35.25	36.13	37.00	37.95	38.86	39.84	40.83	41.81
36	31.22	31.98	32.78	33.55	34.42	35.25	36.13	37.00	37.95	38.86	39.84	40.83	41.81	42.90	43.91
37	32.78	33.55	34.42	35.25	36.13	37.00	37.95	38.86	39.84	40.83	41.81	42.90	43.91	45.02	46.14
38	34.42	35.25	36.13	37.00	37.95	38.86	39.84	40.83	41.81	42.90	43.91	45.02	46.14	47.29	48.47

Kansas Civil Service Basic Pay Plan (effective June 8, 2014)

Basic Steps (Bi-Weekly Rates)

PG	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
7															
8	1038.40	1063.20	1088.80	1116.00	1144.00	1172.80	1202.40	1230.40	1260.00	1292.80	1324.80	1355.20	1391.20	1423.20	1460.80
9	1088.80	1116.00	1144.00	1172.80	1202.40	1230.40	1260.00	1292.80	1324.80	1355.20	1391.20	1423.20	1460.80	1496.00	1532.80
10	1144.00	1172.80	1202.40	1230.40	1260.00	1292.80	1324.80	1355.20	1391.20	1423.20	1460.80	1496.00	1532.80	1572.00	1610.40
11	1202.40	1230.40	1260.00	1292.80	1324.80	1355.20	1391.20	1423.20	1460.80	1496.00	1532.80	1572.00	1610.40	1646.40	1690.40
12	1260.00	1292.80	1324.80	1355.20	1391.20	1423.20	1460.80	1496.00	1532.80	1572.00	1610.40	1646.40	1690.40	1732.00	1772.80
13	1324.80	1355.20	1391.20	1423.20	1460.80	1496.00	1532.80	1572.00	1610.40	1646.40	1690.40	1732.00	1772.80	1817.60	1864.80
14	1391.20	1423.20	1460.80	1496.00	1532.80	1572.00	1610.40	1646.40	1690.40	1732.00	1772.80	1817.60	1864.80	1909.60	1958.40
15	1460.80	1496.00	1532.80	1572.00	1610.40	1646.40	1690.40	1732.00	1772.80	1817.60	1864.80	1909.60	1958.40	2004.00	2054.40
16	1532.80	1572.00	1610.40	1646.40	1690.40	1732.00	1772.80	1817.60	1864.80	1909.60	1958.40	2004.00	2054.40	2103.20	2158.40
17	1610.40	1646.40	1690.40	1732.00	1772.80	1817.60	1864.80	1909.60	1958.40	2004.00	2054.40	2103.20	2158.40	2208.80	2264.80
18	1690.40	1732.00	1772.80	1817.60	1864.80	1909.60	1958.40	2004.00	2054.40	2103.20	2158.40	2208.80	2264.80	2322.40	2378.40
19	1772.80	1817.60	1864.80	1909.60	1958.40	2004.00	2054.40	2103.20	2158.40	2208.80	2264.80	2322.40	2378.40	2436.80	2497.60
20	1864.80	1909.60	1958.40	2004.00	2054.40	2103.20	2158.40	2208.80	2264.80	2322.40	2378.40	2436.80	2497.60	2558.40	2622.40
21	1958.40	2004.00	2054.40	2103.20	2158.40	2208.80	2264.80	2322.40	2378.40	2436.80	2497.60	2558.40	2622.40	2684.00	2753.60
22	2054.40	2103.20	2158.40	2208.80	2264.80	2322.40	2378.40	2436.80	2497.60	2558.40	2622.40	2684.00	2753.60	2820.00	2890.40
23	2158.40	2208.80	2264.80	2322.40	2378.40	2436.80	2497.60	2558.40	2622.40	2684.00	2753.60	2820.00	2890.40	2960.00	3036.00
24	2264.80	2322.40	2378.40	2436.80	2497.60	2558.40	2622.40	2684.00	2753.60	2820.00	2890.40	2960.00	3036.00	3108.80	3187.20
25	2378.40	2436.80	2497.60	2558.40	2622.40	2684.00	2753.60	2820.00	2890.40	2960.00	3036.00	3108.80	3187.20	3266.40	3344.80
26	2497.60	2558.40	2622.40	2684.00	2753.60	2820.00	2890.40	2960.00	3036.00	3108.80	3187.20	3266.40	3344.80	3432.00	3512.80
27	2622.40	2684.00	2753.60	2820.00	2890.40	2960.00	3036.00	3108.80	3187.20	3266.40	3344.80	3432.00	3512.80	3601.60	3691.20
28	2753.60	2820.00	2890.40	2960.00	3036.00	3108.80	3187.20	3266.40	3344.80	3432.00	3512.80	3601.60	3691.20	3783.20	3877.60

**EMPLOYMENT AGREEMENT
FOR
MEDICAL SERVICES

(PHYSICIAN AND PSYCHOLOGIST)**

This Employment Agreement (the "Agreement") is entered into as of the ___ day of _____, _____, by and between the Secretary of the Kansas Department for Aging and Disability Services ("KDADS"), and [Employee Name], (the "Employee"), all of whom may hereinafter collectively be referred to as the "Parties".

WHEREAS, pursuant to the provisions of K.S.A. 76-12a03, the KDADS is authorized to retain Employees for medical services to be rendered at State Hospitals and Institutions, including, - Select - (the "Hospital");

WHEREAS, pursuant to the provision of K.S.A. 75-2935(1)(o), Employees appointed to provide services at the various Kansas State Hospitals, including the Hospital, are considered in the unclassified service, and except as made applicable by Executive Order No. 85-84, as such are subject to the rules and regulations otherwise applicable to employees of the State within the unclassified service; and

WHEREAS, KDADS is willing to engage Employee's medical services at the Hospital and Employee is willing to provide such services pursuant to the terms and conditions contained herein.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Employee's Duties. The Employee agrees to provide his/her professional services to the Hospital and for such patients as the Hospital may assign to Employee and to perform such other duties as may be assigned, as set out in the Employee's position description or as directed by Employee's supervisor, and consistent with the following:

a. Normal working hours. The Employee agrees to be available for assignment and duties at approximately an 8-hour per day/40-hour per week basis, Monday through Friday from 8:00 am until 5:00 pm. The Employee further understands and agrees that the Employee will be assigned to duties, including on a rotating basis as the Hospital may assign to the Employee, On-Duty, On-Call, and other responsibilities which may require the Employee to be available for assignment and duties during holidays, weekends, and evenings in excess of 40 hours in any particular one week period, and up to and including 24 hour/day continuous assignment, without further compensation or benefit; except that the Employee shall be entitled to holiday compensation, in the form of compensatory time off for all hours worked on a legally designated state holiday. The Employee also understands and agrees that appointment to an exempt position in service to state government does not include the payment of overtime.

b. By-Laws, Rules, Regulations, and Policies. The Employee agrees to abide by the By-Laws of the Medical Staff of the Hospital, the rules, laws, regulations and policies of the State of Kansas applicable to all public employees, including the prohibitions provided for within the provisions of the State Governmental Ethics Act, K.S.A. 46-215, et seq., the policies of the Hospital, the rules and regulations of the Board of Healing Arts, and the Principles of Medical Ethics of the American Medical Association and the American Psychiatric Association.

c. Outside practice. Unless agreed to in writing by the Hospital and KDADS, Employee agrees that he/she will not be employed or contracted to provide professional medical consultations and/or services to any other person, entity or organization whatsoever during the term of this Agreement.

d. During the term of this Agreement, Employee shall devote his/her best efforts to the practice and the affairs of the Hospital/KDADS and shall perform in a professional, competent and cooperative manner such duties as KDADS and/or the Hospital may reasonably assign to Employee consistent with Employee's training, experience and expertise.

2. Compensation. KDADS agrees to pay the Employee, as compensation for the services to be performed during the term of this Agreement, the sum of approximately [annual compensation in words] (\$[annual compensation/Numeric]/year), earned and payable in bi-weekly installments of \$[bi-weekly compensation amount], subject to federal, state and local withholdings and other deductions as may be required by law or as agreed to by the Employee, payable under and in accordance with the State's payroll procedures. In addition thereto, KDADS shall also provide or pay to, or on behalf of, or for the benefit of, the Employee such sums and such other benefits as may be authorized by law for all full time employed persons in the unclassified service of the State, and the Employee shall be allowed to accrue and use annual leave and sick leave upon the same terms and conditions as unclassified full time civil service employees of the State. Subject to State of Kansas and KDADS' budgetary constraints, salary increases or other additional benefits may also be provided to the Employee during the term of this Agreement, all of which is at the sole discretion of the Secretary of KDADS.

3. Term. Unless otherwise terminated herein, the term of this Agreement shall be from _____ through _____, i.e., the end of the State's fiscal year.

4. Employee's Representations and Warranties. Employee represents and warrants at the time of signing this Agreement and at all times during the term of this Agreement Employee shall assure that:

a. Employee is duly licensed, registered and in good standing, or will become duly licensed, registered and in good standing under the laws of the State of Kansas, to engage in the practice of medicine, and that said license and registration have not been suspended, revoked, or restricted in any manner;

b. If Employee is a Physician, Employee shall have current controlled substances registration issued by the United States Drug Enforcement Administration, which registration has not been surrendered, suspended, revoked, or restricted in any manner;

c. Employee has disclosed and will at all times during the term of this Agreement promptly disclose to the Hospital and KDADS: (a) the existence and basis of any legal, regulatory, professional or other proceeding against Employee instituted by any person, organization, governmental agency, health care facility, peer review organization, or professional society which involves any allegation of substandard care or professional misconduct raised against Employee, and (b) any allegation of substandard care or professional misconduct raised against Employee by any person, organization, governmental agency, health care facility, peer review organization or professional society;

d. Employee shall at all times render services to Hospital patients in a competent, professional, and ethical manner, in accordance with prevailing standards of medical care and practice, and all applicable statutes, regulations, rules, orders, and directives of any and all applicable governmental and regulatory bodies having competent jurisdiction;

e. In connection with the services to Hospital patients, Employee shall use the equipment, instruments, and supplies of the Hospital for the purposes for which they are intended and in a manner consistent with sound medical practice;

f. Employee shall complete and maintain, in a timely manner, adequate, legible and proper medical records, claims and correspondence with respect to all services rendered, to Hospital patients and shall otherwise comply with State of Kansas, Hospital and KDADS record keeping and retention requirements;

g. Employee shall abide by the medical staff bylaws, rules, regulations, and policies of the Hospital, KDADS and the State of Kansas;

h. Employee shall participate in continuing medical education and training programs required to maintain his or her medical skills;

i. Employee shall deliver to the Hospital and/or KDADS promptly upon request copies of all certificates, registrations, and other evidence of Employee's compliance with the foregoing; and

j. Employee shall participate in all KDADS required training(s) including, but not limited to, HIPAA, Privacy and Security or Sexual Harassment.

5. Standard of Care. Employee shall perform Employee's duties under this Agreement in prompt, professional, and strict conformity with all applicable standards, rulings, regulations, and requirements of the Kansas Board of Healing Arts, Kansas Behavioral Sciences

Regulatory Board, the United States Department of Health and Human Services, the laws and regulations of the State of Kansas, the Joint Commission on Accreditation of Healthcare Organizations (the "JCAHO") and any federal, state, or local government agency, or accrediting body having jurisdiction over or providing reimbursement for any programs and/or medical services offered at the Hospital.

6. Malpractice Insurance. KDADS agrees to assist the Employee in obtaining insurance in such an amount and against such types of malpractice as KDADS, in its sole discretion, deems appropriate. Procurement of such insurance coverage is a condition precedent to employment. KDADS will either directly pay for or reimburse the Employee the cost of such insurance and such shall be considered as additional compensation for the Employee's services provided under this Agreement. The Employee agrees to cooperate in the obtaining and maintaining of this coverage and shall immediately notify the Superintendent of any change or circumstance which does or would affect that coverage. The Employee may, at his/her own expense, obtain coverage in addition to that which the Hospital shall arrange, and in the event the Employee elects to do so, shall provide evidence of the coverage and provider to the Superintendent at the time such is initially obtained and at every renewal. If, for whatever reason, the KDADS and/or Employee are unsuccessful in obtaining malpractice insurance, this may be grounds for termination.

7. Termination, Default and Remedies. The Parties agree that this Agreement may be terminated as follows:

a. Either party hereto may terminate this Agreement without reason or penalty by giving the other party written notice of intent to do so thirty (30) days in advance of such proposed termination;

b. KDADS may, at its option, terminate this Agreement immediately and without advance notice to Employee in the event of:

- (1) Employee's breach of any material term of this Agreement, which breach is not corrected by Employee within thirty (30) days of the earlier of (a) the occurrence of such breach or the events or circumstances causing such breach, or (b) written notice thereof given to Employee by either the Hospital and/or KDADS;
- (2) Employee's conviction of a felony, or Employee's plea of guilty or no contest with respect to a felony charge;
- (3) Employee's resignation;
- (4) The suspension, termination, or non-renewal of Employee's membership in good standing on the Medical Staff of the Hospital;
- (5) The limitation, suspension, or revocation of Employee's clinical privileges at the Hospital;

- (6) Employee's death, disability or incapacity. For the purposes of this Agreement, and until such time as the Hospital and/or KDADS through amendment of this Agreement or adoption of a standard which supersedes this definition, disability or incapacity shall mean the Employee's absence from or inability to substantially perform Employee's obligations at the Hospital for a consecutive period of sixty (60) days;
- (7) The limitation, suspension, or revocation of Employee's license to practice medicine in the State of Kansas and upon the Hospital grounds or jurisdiction;
- (8) The limitation, suspension, or revocation of Employee's right to prescribe controlled substances;
- (9) Employee's professional misconduct or gross or culpable professional negligence;
- (10) Employee's neglect of duty under or violation of the bylaws, rules and regulations, and policies and procedures of the Hospital, KDADS and/or the State of Kansas;
- (11) Employee's inability to practice medicine with reasonable skill and safety by reason of Employee's use of alcohol, drugs, chemicals, or any other type of material;
- (12) Employee's inability to work with and relate to others, including, but not limited to, patients, ancillary, medical, or administrative staff, in a respectful, cooperative, and professional manner;
- (13) Other good cause including but not limited to failure to procure acceptable malpractice insurance; or
- (14) The Employee's failure to obtain a Hospital security clearance through one or more background checks.

c. This Agreement shall automatically terminate upon the event of the Employee's death, subject only to any unpaid and earned monthly installment, or portion thereof, and any death benefit or allowance authorized by law for all persons in the unclassified service of the State.

8. Patient Records. Employee acknowledges that all patient records, x-rays, and related medical records of the practice, and all copies thereof, are and shall remain the property of the Hospital/KDADS. Upon the expiration or earlier termination of Employee's employment with KDADS, Employee shall return to the Hospital all records in Employee's possession, custody or control.

9. Authority of Employee. Unless expressly authorized by KDADS, Employee shall have no authority under this Agreement, or otherwise, to enter into contracts or agreements on behalf of the Hospital and/or KDADS.

10. Self-Dealing: Financial Relationships. Employee shall exercise the utmost good faith to ensure that none of Employee's financial relationships outside the Hospital including, but not limited to, the financial relationships of Employee's immediate family members, lead to Employee's personal gain, profit, or other pecuniary advantage.

11. Conflicts of Interest. In addition to strict compliance with KDADS' outside employment (conflict of interest) policy and all applicable Kansas statutes/regulations governing State of Kansas employees, and other provisions contained in this Agreement, Employee hereby agrees that Employee shall exercise the utmost good faith to ensure that Employee does not (a) have any interest, financial or otherwise, direct or indirect, (b) engage in any business or transaction, (c) incur any obligation of any nature, or (d) render directive, managerial, consultative, or professional medical or medico-administration service which is in conflict with the Employee's duties to the Hospital and/or KDADS.

12. Retention of and Access to Records. All records prepared pursuant to this Agreement shall be retained and safeguarded for a five-year period following termination of this Agreement, and said records shall be made available to any other party to this Agreement, and independent auditor retained by any other party, the Secretary of Health & Human Services, the U.S. Comptroller General, the Auditor of the Kansas Legislative Division of Post Audit, or their designees. Each party shall bear the costs of storing, retrieving, and producing its records created and required to be kept under this Agreement.

13. Confidentiality, Privacy and HIPAA. Employee shall strictly comply with applicable confidentiality and privacy laws and regulations, state or federal, and shall further comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), as amended, the regulations implementing the same and 42 C.F.R. part 2.

14. Incorporation of the State of Kansas Contractual Provisions Attachment. The provisions of Contractual Provisions Attachment, Form DA-146a (Rev. 6/12), a copy of which is attached hereto and identified as Appendix A, are incorporated by this reference as if the same were set forth in full herein.

15. Service of Notices. All notices required or which may be given pursuant to this Agreement shall be in writing, personally delivered by courier or commercial delivery service, or sent by facsimile and United States mail, first class, postage prepaid, to the following addresses or such other address as may be designated in writing by the named person during the term of this Agreement:

If to Employee:

[Employee's name]
[Employee's address]
[City, State Zip]

If to KDADS:

Shawn Sullivan, Secretary
Kansas Department for Aging and Disability Services
New England Building
503 South Kansas Avenue
Topeka, Kansas 66603-3404

And

[Superintendent's Name]
[Hospital]
[Street Address]
[City, State Zip]

With a copy to:

William C. Rein, Esq.
Chief Counsel-Legal Department
Kansas Department for Aging and Disability Services
New England Building
503 South Kansas Avenue
Topeka, Kansas 66603-3404

16. Amendment or Assignment. Modification or amendment to this agreement shall be in writing and executed with the same formality as the original. Similarly, this Agreement shall not be assigned unless approved in writing by the Parties hereto. Any proposed assignment which has not been approved in writing shall be void and of no effect.

17. Waiver of Breach. Waiver of a breach in performance of any term of this Agreement by KDADS shall not be construed as a waiver of any subsequent breach of the same or any other performance or provision of this Agreement.

18. Invalidity. Any provision of this Agreement determined to be invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions, and in all respects the agreement shall be construed as if such invalid or unenforceable provision was omitted.

19. Prior Negotiations. This Agreement supersedes all prior negotiations and agreements between these Parties with respect to the matters stated herein, and it represents the entire understanding of the Parties.

20. Governing Law. This Agreement shall be governed by the laws of the State of Kansas. Should judicial intervention be required, the Parties agree that venue shall only be proper in the District Court for Shawnee County, Kansas.

21. Signatures. The Agreement (and any amendments, modifications, or waivers in respect hereof) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. Facsimile signatures, electronic signatures via KDADS' electronic contract application or signatures emailed in portable document format (PDF) shall be acceptable and deemed binding on the Parties hereto as if they were originals.

22. Terms Read and Understood. The signatories to this Agreement certify that they have read this Agreement, have conferred with counsel, and fully understand all of the terms, and the Parties acknowledge and represent that they enter into this Agreement of their own free will, and not from any representation, commitment, promise, pressure or duress from any other party.

23. Cooperation. The Parties agree to fully cooperate with each other in the performance hereunder, and will execute such additional agreements, documents, or instruments, if any, as may reasonably be required to carry out the intent of the Agreement.

24. Authorization. The person who executed this Agreement by or on behalf of each respective Party or individual, as applicable, represents and warrants that he/she has been duly authorized and empowered to execute and deliver this Agreement on behalf of such Party and that all necessary corporate approvals have been obtained.

25. Additional Assurances. The provisions of this Agreement shall be self-operative and shall not require further agreement by the Parties except as may be herein specifically provided to the contrary; provided, however, that at the request of either Party, the other Party shall execute such additional instruments and take such additional acts as are necessary or useful to effectuate this Agreement.

26. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties and their heirs, executors, administrators, and respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date as set forth herein.

KANSAS DEPARTMENT FOR AGING
AND DISABILITY SERVICES

EMPLOYEE

Shawn Sullivan, Secretary

Employee

Signature

Employee Printed Name

License #: _____

Date: _____

Date: _____

Seen and Agreed:

_____: Superintendent

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT FOR AGING AND DISABILITY SERVICES
MEDICAL SERVICES STAFF COMPENSATION WORKSHEET

(June 8, 2014 to June 6, 2015)

Physician Name [Name] Facility [Facility]
Date [Date] Practice Area (Psychiatry, Ph.D., etc.) [Practice Area]

This worksheet is not an open record pursuant to the Kansas Open Records Act ("KORA"). This worksheet is exempt from disclosure pursuant to KORA by reason of K.S.A. 45-221, et seq. The following exceptions apply to this worksheet (a)(4) applicants for employment; (a)(20) notes and preliminary drafts; (a)(30) information of a personal nature; and any other state or federal law which applies to information which is not an open record.

I. Base Pay Determination. Section A lists the range of salaries for the following positions. Changes in base pay are based upon the recommendation of the Superintendent or at the discretion of the Secretary of the Kansas Department for Aging and Disability Services.

A. Range of Salaries: (Check Appropriate Box)

- | | |
|--|-----------------------------|
| <input type="checkbox"/> Medical Director | \$140,000.00 - \$270,000.00 |
| <input type="checkbox"/> Clinical Director of Psychiatry | \$175,000.00 - \$270,000.00 |
| <input type="checkbox"/> Psychiatrist | \$140,000.00 - \$225,000.00 |
| <input type="checkbox"/> Physician | \$120,000.00 - \$225,000.00 |
| <input type="checkbox"/> Institutional License | \$110,000.00 - \$195,000.00 |
| <input type="checkbox"/> Mid-Levels (Physician's Assistant/Nurse Practitioner) | \$70,000.00 - \$115,000.00 |

B. Contract Base Pay: \$ [Amount]

Total Section I: \$ [Amount]

II. Added Value

A. Specialized Training (\$3,000 per each) \$ [Amount]

Specify: [Explanation]

Formalized subspecialty training including, but not limited to: geriatric psychiatry, forensic psychiatry, child psychiatry, and psychopharmacology, approved by the American Medical Association and the American Psychiatric Association.

B. Board Certification (\$6,000 per each): Yes No \$ [Amount]

Psychiatry and Neurology
Internal medicine and family practice
Other, specify: [Explanation]

C. Supervision (\$6,000) \$ [Amount]

Supervision: Provides administrative or clinical supervision beyond that provided by all physicians.

D. At Larned State Hospital add \$20,000 for geographic incentives. \$ [Amount]

Total Section II: \$ [Amount]

III. Optional Incentive

Compensation under this subsection is taxable and offered in the form of a lump sum payment.

A. Service Incentive \$ [Amount]

Upon the completion of one full year of service, the employee may be eligible for **discretionary** pay as follows:

For 1-3 years of completed service:
The incentive payment shall not exceed the amount computed by multiplying \$500 by the number of full years of service.

1 x \$500 = \$500
2 x \$500 = \$1,000
3 x \$500 = \$1,500

For 4-6 years of completed service:
The incentive payment shall not exceed the amount computed by multiplying \$1,000 by the number of full years of service.

4 x \$1,000 = \$4,000
5 x \$1,000 = \$5,000

6 x \$1,000 = \$6,000

- For 7 years or more of completed service:**
The incentive payment shall not exceed the annual amount of \$15,000 following 7 or more full years of service.

B. Educational loan repayment \$ [Amount]

- \$20,000 following the completion of 2nd year of service and upon execution of the 3rd year agreement.
- \$20,000 upon the completion of each subsequent year of service starting with year 4; not to cumulatively exceed the total amount of \$160,000.

Total Section III: \$ [Amount]

IV. Salary Determination

This section is used to determine annual salary. Calculate the appropriate amounts using Sections I, II, and III.

Total for Section I \$ [Amount]

Total for Section II \$ [Amount]

Total Annual Salary (Sum of Section I & II totals) **\$ [Amount]**

Bonus: (Sum for Section III) \$ [Amount]

V. Housing

On-campus housing provided in benefits packages. Yes No

Additional Housing Contract attached. Yes No