

EXECUTIVE DIRECTIVE NO. 11-419

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 transaction is hereby authorized:

The request of the Division of Personnel Services, to establish the attached updated pay plan for unclassified physicians in state facilities under the authority of the Department of Social and Rehabilitation Services, is hereby approved, effective June 12, 2011, in accordance with KSA 95-2935c.


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

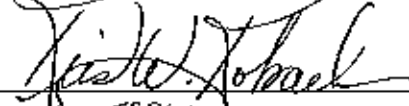
THE GOVERNOR'S OFFICE

6-13-2011

Date

By the Governor

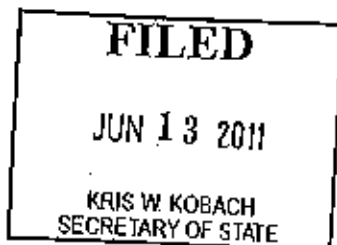




Secretary of State



Assistant Secretary of State



**SOCIAL AND REHABILITATION SERVICES
PSYCHIATRIST/PHYSICIAN COMPENSATION WORKSHEET
Effective June 12, 2011 to June 13, 2012**

Physician Name _____ Facility _____ Date _____

I. **Base Pay Determination.** Use Section A for new physicians or those who are eligible for a change in classification. Changes in Classification are based upon the recommendation of the Superintendent. Use Section B for contract renewals.

A. **New Contract:** A description of base pay classifications is attached.

Clinical Director of Psychiatry	\$184,332
Psychiatrist III	146,196
Psychiatrist II	133,482
Psychiatrist I	120,770
Medical Director	\$146,196
Physician III	120,770
Physician II	114,415
Physician I	101,699
Institutional License III	97,461
Institutional License II	93,224
Institutional License I	88,987

\$ _____

B. **Contract Renewal:**

Previous Year Section I Total \$ _____

II. **Added Value**

A. Specialized Training (\$3,000) \$ _____

Specify: _____

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 Certified (\$6,000): Yes _____ No _____ \$ _____

Psychiatry and Neurology _____
 Internal medicine and family practice _____
 Other, specify: _____

C. Supervision (\$6,000) \$ _____

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

D. At Lamed State Hospital add \$10,000 for geographic incentive \$ _____

Section II Total \$ _____

III. Salary Determination

This section is used to determine annual salary. Section I and II are used as follows:

New physicians - Calculate appropriate amounts for both Sections I A and II. New physicians are not eligible for a merit increase in Section III.

Physicians with new classification - Calculate appropriate amounts for both Sections I A and II. These individuals are eligible for merit increase in Section III.

Others - Use Section I B. Section II is used only if a new or changed added value is needed. Remember to remove old amount for a revised added value.

Total (A or B) Section I		\$ _____
Merit Increase (Renewals Only)	_____ %	\$ _____
Total Section II		\$ _____
Total Annual Salary		\$ _____
Bi-Weekly Salary		\$ _____

Approved by:

Superintendent

Clinical/Medical Services Director

DESCRIPTION OF BASE PAY CLASSIFICATIONS

CLASSIFICATION	DESCRIPTION
Institutional License I	Eligible for an institutional license with less than three years experience beyond residency training
Institutional License II	Eligible for an institutional license with three years experience beyond residency training
Institutional License III	Eligible for an institutional license with eight years experience beyond residency training
Physician I	Licensed with less than three years experience beyond residency training
Physician II	Licensed with three years experience beyond residency training
Physician III	Licensed with eight years experience beyond residency training
Medical Director	A licensed physician who directs a facility medical program
Psychiatrist I	Has completed an approved psychiatric residency program with less than three years of experience beyond residency
Psychiatrist II	Three years experience beyond residency training
Psychiatrist III	Eight or more years experience beyond residency training
Clinical Director	A psychiatrist who directs a facility psychiatric program
Determining pay moving from one level to the next	When a physician moves from one level to the next, i.e., Physician I to Physician II, the rate of pay should be increased to match the percent increase between levels as indicated in the base pay chart on page 1.

**EMPLOYMENT AGREEMENT
FOR
PHYSICIAN SERVICES**

This Employment Agreement is made and entered into as of the 12th day of June, 2011, by and between _____ (employer) and _____ (employee). This agreement expires on the 13th day of June, 2012.

WHEREAS, pursuant to the provisions of K.S.A. 76-12a03, the Hospital, under authority of the Deputy Secretary of Disability & Behavioral Health Services, is authorized to retain for physician services, and

WHEREAS, pursuant to the provision of K.S.A. 75-2935(1)(o), physicians appointed to provide services at the State Hospitals 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 the parties to this Agreement, being willing and able to enter into this agreement and desiring to record the specifics thereof, agree as follows:

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

a. **Normal working hours:** The physician agrees to be available for assignment and duties on approximately an 8-hour per day/40-hour per week basis, Monday through Friday from 8:00 am until 5:00 pm, but further agrees that from time to time the physician will be assigned to duties, including on a rotating basis as the Hospital may assign to the physician, "doctor-on-duty" responsibilities, which may require the physician to be available for assignment and duties on holidays, weekends and/or 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 physician shall be entitled to holiday compensation, in the form of compensatory time off or pay as the Hospital shall decide, for all hours worked on a legally designated state holiday.

b. **By-Laws, Rules, Regulations, and Policies:** The physician agrees to abide by the By-Laws of the Medical Staff of the Hospital, the rules, 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 Superintendent, physician agrees that he/she will not be employed to provide physician service to any other person, entity or organization during the term of this Agreement.

II. **COMPENSATION** The hospital agrees to pay the physician, as compensation for the services to be performed during the term of this Agreement, the sum of approximately _____ (\$ _____/year), earned and payable in bi-weekly installments of \$ _____, subject to federal, state and local withholdings and other deductions as may be required by law or as agreed to by the physician, payable under and in accordance with the State's payroll procedures. This sum has been calculated pursuant to a formula created for this purpose, and is evidenced by the worksheet attached to this Agreement.

In addition thereto, the Hospital shall also provide or pay to, or on behalf of, or for the benefit of, the physician 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 physician shall be allowed to accrue and use annual leave and sick leave upon the same terms and conditions as classified full time civil service employees of the State. Salary increases or other additional benefits may also be provided to the physician during the term of this Agreement, as such may be authorized by law and agreed to by the parties hereto.

III. TERMINATION

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.

b. This Agreement shall automatically terminate upon the event of the physician'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.

IV. MALPRACTICE INSURANCE

The Hospital agrees to assist the physician in obtaining insurance in such an amount and against such types of malpractice as the Hospital deems appropriate. The Hospital will either directly pay for or reimburse the physician the cost of such insurance and such shall be considered as additional compensation for the physician's services provided under this Agreement. The physician 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 physician may, at his/her own expense, obtain coverage in addition to that which the Hospital shall arrange, and in the event the physician 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

STATE OF KANSAS BY:

PHYSICIAN:

Superintendent

Physician

License #: _____

Deputy Secretary
Disability & Behavioral Health Services