

CORRECTED
EXECUTIVE DIRECTIVE NO. 12-430

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 12, 2011, is hereby modified and the new pay matrix for the classified service is hereby adopted, effective June 10, 2012. 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 the Division of Personnel Services, to establish the attached, updated pay plan for unclassified physicians in state facilities under the authority of the Department for Aging and Disability Services, is hereby approved, effective June 10, 2012, in accordance with K.S.A. 75-2935c.

The request of Kraig Knowlton, Director of the Division of Personnel Services, to establish step 6 of pay Grade 17 as the entry rate for the Juvenile Corrections Officer I job classification is hereby approved, effective June 10, 2012.

The request of Kraig Knowlton, Director of the Division of Personnel Services, to provide a \$0.50 per hour shift differential to employees in the Juvenile Corrections Officer I, Juvenile Corrections Officer II, Juvenile Corrections Officer III and Juvenile Corrections Specialist job classifications is hereby approved, effective June 10, 2012.

The request of Kraig Knowlton, Director of the Division of Personnel Services, to provide an additional 2.5 percent retention incentive bonus, to a total of 12.5 percent, for commissioned law enforcement officers at the Kansas State University in the following job classifications: University Police Officer Trainee, University Police Officer, University Police Corporal, University Police Sergeant, University Police Detective, University Police Lieutenant, and University Police Captain, is hereby approved, effective June 10, 2012.

The request of Kraig Knowlton, Director of the Division of Personnel Services, to abolish the IT Bonus Program established in Executive Directive No. 02-326 is hereby approved, effective June 10, 2012.

The request of Kraig Knowlton, Director of the Division of Personnel Services, to abolish the following job classifications is hereby approved, effective June 10, 2012.

Job Class

Clothing Specialist


Cosmetologist

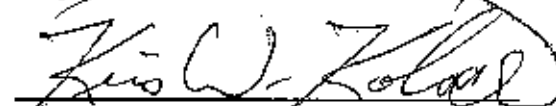
Radiation Control Inspector

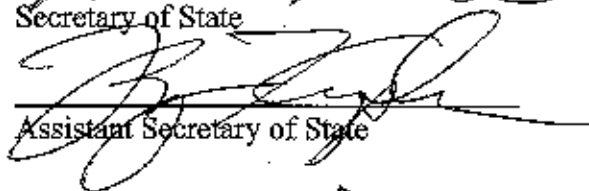
I have conferred with the Secretary of Administration, the Director of the Budget, Human Resources, and members of my staff, and I have determined that the requested actions are appropriate.

THE GOVERNOR'S OFFICE

By the Governor





Secretary of State


Assistant Secretary of State

7/18/12

Date



Kansas Civil Service Basic Pay Plan (effective June 10, 2012)

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 10, 2012)
 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															
9															
10															
11															
12															
13															
14															
15															
16															
17															
18	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
19	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
20	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
21	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
22	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
23	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
24	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
25	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
26	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
27	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
28	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
29	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
30	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
31	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
32	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
33	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
34	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
35	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
36	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
37	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
38	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

KANSAS DEPARTMENT FOR AGING AND DISABILITY SERVICES
PSYCHIATRIST/PHYSICIAN COMPENSATION WORKSHEET
Effective June 10, 2012 to June 8, 2013

Physician Name _____ Facility _____ Date _____

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:

Clinical Director of Psychiatry	\$175,000.00 - \$270,000.00
Psychiatrist	\$140,000.00 - \$225,000.00
Medical Director	\$140,000.00 - \$225,000.00
Physician	\$120,000.00 - \$205,000.00
Institutional License	\$110,000.00 - \$195,000.00
Mid-Levels	\$70,000.00 - \$100,000.00

B. New Contract Base Pay: \$ _____

C. Contract Renewal Base Pay: \$ _____

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 (\$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 Larned State Hospital add \$20,000 for geographic incentives. \$ _____

Section II Total \$ _____

III. Salary Determination

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

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

Contract Renewals: Calculate the appropriate amounts for both Sections I and II. These individuals are eligible for a merit increase in Section III. (Section II is only used if a new or changed added value is needed. Remember to remove old amount for a revised added value).

Total for Section I \$ _____

Total for Section II \$ _____

Merit Increase (Contract Renewals Only) _____ % \$ _____

Total Annual Salary \$ _____

Bi-weekly Salary \$ _____

Approved by:

Superintendent

Clinical/Medical Services Director

**EMPLOYMENT AGREEMENT
FOR
MEDICAL SERVICES**

This Employment Agreement (the "Agreement") is entered into as of the _____ day of _____, 2012 by and between the Secretary of the Kansas Department for Aging and Disability Services ("KDADS"), through the Commissioner of Mental Health and Developmental Disabilities, and _____, Physician Specialist (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 State Department of Social & Rehabilitation Services (now "KDADS") is authorized to retain Employee for medical services to be rendered at the _____ State Hospital (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 on 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 any unclassified 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/or 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 _____ (\$ _____/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 Employee, 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, 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 classified 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 July 10, 2012 through June 8, 2013.

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. Employee has 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/or 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 and/or KDADS record keeping and retention requirements;

g. Employee shall abide by the Medical Staff Bylaws, rules, regulations, and policies of the Hospital, KDADS or 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 promptly 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 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. 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.

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; or

(13) Other good cause.

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 to the detriment of the Hospital and/or KDADS.

11. Conflicts of Interest. In addition to strict compliance with 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 substantial 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 ("HIPAA"), as amended, and the regulations implementing the same.

14. Incorporation of the State of Kansas Contractual Provisions Attachment: The provisions of Contractual Provisions Attachment, Form DA-146a (Rev. 10/11), 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:

If to KDADS:

Gary Haulmark
Commissioner of Mental Health and Disability Services
Kansas Department for Aging and Disability Services
New England Building
503 South Kansas Avenue
Topeka, Kansas 66603-3404

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.

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 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

Commissioner

Mental Health and Development Disabilities

Date: _____

Employee Signature

Employee Printed Name

License #: _____

Date: _____