

**EMPLOYMENT AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between Sedgwick County, Kansas, a municipal corporation, hereinafter collectively referred to as "County," and Timothy S. Gorrill, M.D., PhD, hereinafter referred to as "Physician."

**WITNESSETH:**

**WHEREAS**, County desires to employ Physician in the position of Deputy Medical Examiner/Deputy District Coroner of Sedgwick County, Kansas; and,

**WHEREAS**, it is the desire of Physician to accept the appointment as Deputy Medical Examiner/Deputy District Coroner of Sedgwick County, Kansas, under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

**SECTION 1. DUTIES**

Physician hereby accepts the position of Deputy Medical Examiner in conjunction with his appointment as Deputy District Coroner of Sedgwick County, Kansas, and further agrees to perform the functions and duties specified by law and to perform such other legally permissible and proper duties and functions, including but not limited to the following:

- A. Investigation of deaths in a timely manner by:
  - 1. performing post mortem examinations;
  - 2. performing autopsies when necessary;
  - 3. performing microscopic analyses;
  - 4. reviewing toxicology reports; and
  - 5. reviewing and completing reports and required paperwork.
- B. As morgue duty and court testimony permits, maintain reasonable office hours at the Regional Forensic Science Center to ensure proper supervision and assistance to investigators, pathology assistants and prosecutors.
- C. Communicate directly with referring medical examiners, coroners, law enforcement personnel, medical personnel, and families of the deceased promptly.

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- D. Confer directly with District Attorney, prepare adequately for court testimony, and testify in court regarding coroner's cases.
- E. Perform administrative and organizational duties as Deputy Medical Examiner/Deputy District Coroner as required by the District Coroner and under the laws of the State of Kansas.

Physician further agrees that he shall not engage in any professional activities for financial gain which will cause a conflict of interest or interfere with the effectiveness of his duties as Deputy Medical Examiner/Deputy District Coroner during the term hereof or any extension thereto. Physician specifically agrees to be on-call as needed during non-regular office hours to perform the duties as may be ascribed. Nothing herein contained is intended to limit the right of Physician to write, publish, lecture, study, advise, testify and consult regarding the practice of pathology and its relationship to forensic medicine for a fee provided; however, that such activity does not conflict or interfere with the duties as Deputy Medical Examiner/Deputy District Coroner.

## **SECTION 2. TERM**

Physician agrees to commence with his duties as Deputy Medical Examiner/Deputy District Coroner on or about 1 August 2012, and continue in said position until August 1, 2016.

## **SECTION 3. COMPENSATION**

- A. In return for his services as Deputy District Coroner of the Eighteenth Judicial District and as Deputy Medical Examiner, County agrees to pay Physician compensation for all professional services rendered, based on an annual rate of \$145,000, payable in biweekly installments for the remainder of 2012. In addition, Physician is entitled to three (3) days of vacation, which shall accrue at the beginning of his employment, and the holidays of the County for the remainder of 2012. Physician is entitled to one flex day for each weekend he works. He shall be entitled to an additional flex day if he works a full day on a County holiday.
- B. Beginning January 1, 2013, contingent upon board certification of the Physician in Anatomical Pathology, County agrees to pay Physician compensation for all professional services rendered, based upon an annual rate of \$155,000, payable in biweekly installments. In addition, Physician is entitled to ten (10) days of vacation, which shall accrue at the beginning of the year, and the fixed holidays of the County for the year of 2013. As an additional incentive, upon board certification in Anatomical Pathology, County agrees to add two (2) additional days of vacation on January 1, 2013. Should Physician not pass said Anatomical Pathology Board Examination, his salary will remain the same as for the year 2012 and his vacation shall remain at ten (10) days. Physician is entitled to one flex day for each weekend he works. He shall be entitled to an additional flex day if he works a full day on a County holiday.

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- C. Beginning January 1, 2014, contingent upon board certification of the Physician in Forensic Pathology, County agrees to pay Physician compensation for all professional services rendered, based upon an annual rate of \$165,000, payable in biweekly installments. As an additional incentive, upon board certification in Forensic Pathology, County agrees to add three (3) additional days of vacation, for a total of fifteen days (15) on January 1, 2013, along with the fixed County holidays. Should Physician not pass said Forensic Pathology Board Examination, his salary will remain the same as for the year 2013 and his vacation shall remain at twelve (12) days. Physician is entitled to one flex day for each weekend he works. He shall be entitled to an additional flex day if he works a full day on a County holiday.
- D. For the years 2015 and 2016, the County agrees to review the compensation of the Physician and may grant increases consistent with the County's performance based merit pay system.
- E. As further consideration, County agrees to provide benefits to Physician in accordance with those standard for County's employees, including sick leave, retirement and pension system contributions, holidays, and other fringe benefits, as they now exist or hereafter may be amended. Physician's maximum accumulation of vacation leave to be carried forward into each calendar year will be consistent with that allowed by County Personnel Policy 4.700(II)(G).
- F. County agrees to provide at its expense medical malpractice insurance in the amount adequate for Physician to maintain his medical license for the State of Kansas. The professional liability insurance purchased by County for Physician will be issued by the insurance company on a "claims made" basis. Physician must immediately report to the County's Risk Management office and the Director of the Center any incident that may become a claim under the professional liability policy. If an incident is not reported in a timely manner the insurance company may deny coverage under the policy. If this occurs, Physician will be personally responsible for defending against the unreported incident and will be personally responsible for paying any judgment against Physician. In the event that Physician terminates employment, County will terminate the professional liability insurance coverage effective the termination date. County will not purchase "Tail Coverage" for a terminated employee. Physician may contact the insurance company and personally arrange to purchase "Tail Coverage."
- G. County further agrees to budget and pay the travel and subsistence expenses of Physician, in accordance with County's duly adopted travel policy, for professional and official travel, meetings and occasions to continue the professional development of Physician, and specifically including 35 hours of continuing medical education courses per year or the number of hours required per year by the American Board of Pathology for maintenance of certification, whichever is greater, which may include one nationally-recognized conference or

meeting in the field of Forensic Pathology, and to allow Physician to adequately pursue necessary official and other functions for County. In this regard, County shall set the amount of the appropriate budget authority after due consideration of the amount thereof and justification therefor provided. In addition, to the extent Physician's workload allows, physician may be allowed time from work, with pay, to attend additional continuing medical education courses or activities.

- H. Physician is permitted but shall not be required to perform autopsies and post mortem examinations regarding deaths occurring outside of Sedgwick County that are not performed on behalf of County and to testify in court in relation to the findings resulting, provided that such activity does not interfere with the duties of the Office of the Eighteenth Judicial District Coroner and subject to District Coroner's approval, upon consultation with the Center's Director, which will not be unreasonably withheld. All such autopsies and post mortem examinations and expert testimony in relation thereto shall be on a fee for service basis paid to Physician and remains the property of the Physician. County reserves right to receive a reasonable portion of any such fees for use of County property, resources and staff.

#### **SECTION 4. MOVING EXPENSES**

County shall reimburse Physician for moving expenses in an amount up to Five Thousand and no/100 Dollars (\$5,000.00) for moving the personal property of Physician from Pittsburgh, PA to Sedgwick County, Kansas, which shall be all inclusive of any and all types of moving costs, including, but not limited to the following:

- A. Physician shall obtain competitive bids from three (3) professional moving companies of his choosing for the full expense of packing, moving and unpacking the personal property of Physician from Pittsburgh, PA to Sedgwick County, Kansas, including insurance. County shall select one of the bids and authorize Physician to consummate a contract for such services with that company for which County shall pay the amount of the bid so approved.
- B. Travel expenses, associated with moving Physician from Pittsburgh, PA to Sedgwick County, Kansas.
- C. Travel expenses for one round trip for Physician travel to Sedgwick County from Pittsburgh, PA for house-hunting.
- D. Should Physician terminate this agreement before August 1, 2014, or should Physician fail to commence duties on August 1, 2012 or by a reasonable time thereafter, he shall be obligated to reimburse Sedgwick County the full amount of funds expended by Sedgwick County under this Section.

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**SECTION 5. INTEREST OF PHYSICIAN.**

Physician covenants that he shall not acquire any interest, direct or indirect, in any other professional capacity that would conflict in any manner or degree with the performance of services required to be performed under this agreement. Physician further covenants to protect any privilege as required by state law or licensing regulations, or upon court order.

**SECTION 6. GENERAL PROVISIONS.**

- A. The text herein shall constitute the entire agreement between the parties hereto.
- B. If any provision, or portion thereof, contained in this agreement is held to be unconstitutional, in violation of Kansas Statutes or otherwise invalid or unenforceable, that provision or portion thereof shall be excised here from and the remainder of this agreement shall remain in full force and effect.
- C. Physician's employment shall be terminated upon the occurrence of any of the following events:
  - 1. The death of Physician;
  - 2. A mutual agreement between County and Physician for termination of employment, in writing;
  - 3. Inability to obtain and maintain the appropriate licensure to practice medicine within the state of Kansas or maintain board certification in forensic pathology;
  - 4. Upon the disability of Physician which is defined for purposes of this agreement to be physically and/or mentally unable to competently perform those services required of him hereunder for a period of one hundred and twenty (120) substantially consecutive days or more;
  - 5. A material breach of this agreement, including but not limited to the failure to perform duties assigned consistent with this agreement, or the negligent performance of duties assigned shall be cause for removal from office. Further, the commission of any act designated in K.S.A. 65-2836 or K.S.A. 65-2837, as amended, which could result in the suspension or revocation of Physician's license to practice the healing arts, regardless of whether the license is either suspended or revoked, shall also be construed as cause for dismissal; or
  - 6. The conviction of any felony offense or other conviction

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involving falsehood or dishonesty.

- D. Should Physician be removed for cause, no compensation will be paid for any semimonthly period which occurs following the removal. In the event Physician voluntarily resigns from the position, no compensation will be paid for any biweekly period following the resignation. Physician further agrees that should he voluntarily resign prior to the completion of this agreement, such resignation will be upon 90 days written notice given prior to the beginning of a biweekly pay period, unless said condition is specifically waived by County.
- E. Physician may be removed from the position as Deputy Medical Examiner/Deputy District Coroner without cause after 60 days' written notice from County. Should Physician be removed from the position without cause, County will pay to Physician a sum equal to one-half of the annual salary (i.e., six months' salary) to which he would have been entitled as total liquidated damages or for the remaining term of the agreement, whichever amount is less.
- F. This agreement shall be governed by and subject to the laws of the State of Kansas applicable to agreements made and to be wholly performed within such state.
- G. The provisions of this agreement created hereunder are subject to the Kansas Budget Law (K.S.A. 79-2925, et seq.) and to the Kansas Cash Basis Law (K.S.A. 10-1101 et seq.).
- H. Upon Physician's resignation or termination from Office of Deputy Medical Examiner/Deputy District Coroner, Physician shall remain obligated to thoroughly and accurately complete and provide to County all incomplete or pending certificates, examinations and reports within 60 days from his last date of employment, at no additional cost to County. If ancillary information (i.e. toxicology or other forensic reports) necessary to complete autopsy reports and/or certificates within 60 days of termination is not available to physician, physician will complete said reports, certificates and examinations within 60 days of receipt of necessary ancillary information.

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IN WITNESS WHEREOF, County has executed this agreement and Physician has signed and executed this agreement, both in duplicate, the day and year first above written.

ATTEST:


BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS

KELLY B. ARNOLD, County Clerk

TIM R. NORTON, CHAIRMAN

APPROVED AS TO FORM:

PHYSICIAN:

  
JENNIFER MAGANA  
Deputy County Counselor

  
TIMOTHY S. GORRILL, M.D, PhD.