

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 23 day of January, 2013 by and between the Sedgwick County, Kansas, a municipal corporation, hereinafter referred to as "Employer," and Kathrine Girrens, M.D., hereinafter referred to as "Employee."

WITNESSETH:

WHEREAS, Employer desires to employ the services of Employee as a psychiatrist with Sedgwick County Comprehensive Community Care (COMCARE); and,

WHEREAS, it is the desire of Employee to accept employment as a psychiatrist for COMCARE, and

WHEREAS, the parties desire to state in writing the terms and conditions of such employment.

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

SECTION 1. DUTIES.

Employer hereby agrees to employ Employee, and Employee hereby accepts employment as a psychiatrist for COMCARE to perform the functions and duties which shall include, but not be limited to, medication assessments and medication monitoring of patients for COMCARE. Employee shall additionally perform such other legally permissible and proper duties and functions as the Employer through its Medical Director shall from time to time assign. Employee's work schedule consists of being the on-call and weekend physician for COMCARE beginning 4:00 pm Friday and ending 8:00 am Monday. Duties include rounding at Via Christi Behavioral Health Center on Saturday and Sunday and on all County recognized holidays

SECTION 2. TERM.

The term of employment hereunder shall be from February 1, 2013, through January 31, 2014 with automatic renewal of the agreement in one-year terms to begin January 1 of each year unless terminated by either party as provided in section 3 below.

SECTION 3. TERMINATION.

Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time nor shall this agreement prevent, limit or otherwise interfere with the right of Employee to resign at any time from her position with Employer. Said termination or resignation shall be given by written notice by either party to this agreement to the other party thirty (30) days prior to the effective date of such termination or resignation.

SECTION 4. EXTENSION OF TERM.

Upon expiration, this agreement shall automatically renew for a one-year term under the same terms and conditions set forth herein without further action by the parties, absent a written notice of termination received by either party prior to the expiration date.

SECTION 5. SALARY AND BENEFITS

In return for services rendered pursuant hereto, Employer agrees to pay Employee an annual salary of \$155,000.00. Employee shall be entitled to all benefits provided by Employer to County employees consistent with County policy, including any salary adjustments provided to all County employees through the County's pay plan. Prior to the expiration date of this agreement, and any extension thereof, Employee shall be subject to an annual review and evaluation of job performance in accordance with specific criteria developed by Employer.

SECTION 6. PERSONNEL POLICY AND PROCEDURES MANUAL.

Except with regard to matters specifically addressed herein, Employee shall be subject to the provisions of the Sedgwick County, Kansas Personnel Policies and Procedures Manual, and in the event of any conflict between the terms of said manual and this agreement, the terms of this agreement shall control.

SECTION 7. MALPRACTICE LIABILITY.

It is further agreed that County shall secure malpractice insurance for Employee, upon expiration of her current policy, pursuant to the provision of the Health Care Provider Insurance Availability Acts (K.S.A. 40-3401 *et seq.*). The professional liability insurance purchased by County will be effective when employee actually reports to work for County. County will not purchase "tail Coverage" for employee from employee's previous insurance company and County will not be responsible for employee's incidents or claims prior to the date the employee reports to work for County. The Professional liability insurance coverage purchased by County for employee will list employee as the named insured. The professional liability insurance purchased by County for employee will be issued by the insurance company on a "claims made" basis. The employee must immediately report to the County's Risk Management office 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 employee will be personally responsible for defending against the unreported incident and will be personally responsible for paying any judgment against the employee. In the event that employee terminates employment, County will terminate the professional liability insurance coverage effective the termination date. County will not purchase "tail Coverage" for a terminated employee. Employee may contact the insurance company and personally arrange to purchase "tail coverage."

SECTION 8. GENERAL PROVISIONS.

A. The text herein shall constitute the entire agreement between the parties hereto.

B. This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs at law, executors, successors and assigns.

C. If any provision or portion thereof contained in this agreement is held to be unconstitutional, 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.

SECTION 9. CASH BASIS AND BUDGET LAWS.

The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

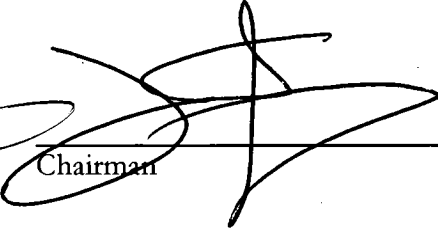
ATTEST:





Kelly B. Arnold, County Clerk

SEDGWICK COUNTY, KANSAS



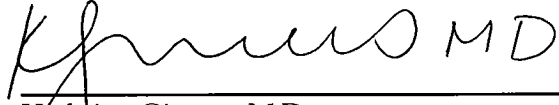
Chairman

APPROVED AS TO FORM:

EMPLOYEE:



Jennifer Magaña, Deputy County Counselor



Kathrine Girrens, M.D.