

EMPLOYMENT AGREEMENT
by and between
SEDGWICK COUNTY, KANSAS
and
Scott W. Kipper, M.D.

This Employment Agreement made and entered into this ____ day of _____, 2018, by and between Sedgwick County, Kansas ("County") and Scott W. Kipper, MD ("Physician").

WITNESSETH:

WHEREAS, County maintains the Sedgwick County Regional Forensic Science Center ("Center"); and

WHEREAS, County desires to enter into an employment agreement with Physician for the position of Deputy Coroner/Medical Examiner; and

WHEREAS, Physician desires to enter into an employment agreement with County to be a Deputy Coroner/Medical Examiner; and

WHEREAS, County and Physician desire to set forth in writing the terms and conditions of the employment agreement.

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

SECTION 1: TERM

This Employment Agreement shall commence on January 1, 2019, and remain in effect until December 31, 2021.

SECTION 2: DUTIES

Physician's duties and functions shall include, but not be limited to, the following:

- a. Investigate 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. Maintain reasonable office hours (as morgue duty and court testimony permit) in the Coroner's Office to ensure proper assistance to other medical examiners, investigators, law enforcement, prosecutors and office personnel;
- c. Communicate directly with the Center Director, referring medical examiners, coroners, law enforcement personnel, medical personnel and families of the deceased promptly;

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

Physician agrees to be on-call as needed during non-regular office hours to perform any and all duties as may be required.

SECTION 3: LICENSURE

Physician shall maintain all required professional licensure all times during any term of this Employment Agreement. Physician will notify the Director of the Center if, during any term of this Employment Agreement, Physician fails to maintain such professional licensure. Failure to maintain such professional licensure may be grounds for termination of this Employment Agreement.

SECTION 4: COMPENSATION AND BENEFITS

- 4.1 In return for his services and performance of duties as Deputy Coroner/Medical Examiner County agrees to pay, and Physician agrees to accept, annual compensation of **ONE HUNDRED SEVENTY FIVE THOUSAND AND NO CENTS (\$175,000)** payable in biweekly installments. County will review Physician's compensation annually and will grant a minimal annual increase equal to the applicable annual percentage increase, if any, granted to all County employees. Physician may participate in performance or other merit-based compensation opportunities, if any, that are generally available to all County employees.
- 4.2 County agrees to make available to Physician those same benefits as County makes available to all County employees, including sick leave, health insurance, retirement and pension system contributions, holidays, and other fringe benefits, as they now exist or hereafter may be amended, which are not inconsistent with the benefits provided to Physician herein. County further agrees to grant Physician Twenty (20) vacation days per each year of this employment agreement. These vacation days shall be available for use at the beginning of each calendar year. 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. In addition, Physician is entitled to all fixed County holidays. Physician is also entitled to one flex day for each weekend day he works and shall be entitled to an additional flex day if he works a full day on a County holiday.
- 4.3 County agrees to pay the travel and subsistence expenses of Physician in accordance with County's duly adopted travel policy, as it now exists or as it may be amended during any term of this Employment Agreement. County additionally agrees to pay for twenty-five (25) hours of Physician's continuing education courses per calendar year, and to allow Physician to adequately pursue necessary official and other functions for the County. In this regard, County shall set the amount of the appropriate budget authority after due consideration of the amount and justification therefore provided by Physician.
- 4.4 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 his duties of Deputy Coroner/Medical Examiner, and subject to the Center Director's approval, which shall not be unreasonably withheld. All such autopsies, post

mortem examinations and expert testimony shall be on a fee-for-services basis paid to Physician and shall remain the property of Physician. County reserves the right to receive a reasonable portion of any such fees for Physician's use of County property, resources and/or staff.

- 4.5 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 made against Physician. In the event Physician terminates employment, County will terminate the professional liability insurance coverage, effective as of Physician's termination date. County will not purchase "tail coverage" for a terminated employee. Physician may contact the insurance and personally arrange "tail coverage."

SECTION 5: ANNUAL REVIEW

Physician will be subject to annual general performance reviews, in accordance with the County's performance evaluation system. Such performance reviews will be conducted by the **Chief Medical Examiner/District Coroner**.

SECTION 6: CONFLICT OF INTEREST

Physician agrees that he will not engage in any professional activities for financial gain that may cause a conflict of interest and/or interfere with the effectiveness of his duties as Sedgwick County Deputy Coroner/Medical Examiner during any term of this Employment Agreement. The decision as to whether a professional activity constitutes a conflict of interest and/or interferes with the effectiveness of Physician's performance of his duties required under this Employment Agreement is within the sole discretion of the Director of the Regional Forensic Science Center.

Nothing herein contained is intended to limit the right of Physician, subject to the prior approval of the Director of the Regional Forensic Science Center, to write, publish, lecture, teach, study, advise and consult regarding the practice of **pathology** and its relationship to forensic science for a fee, provided, however, that such activity does not conflict or interfere with Physician's duties as herein contained. Such activities may be negotiated on a fee-sharing basis to benefit the Center and serve as an incentive to pursue new business and professional opportunities. Any fee-sharing agreement shall be made in addition to, but not in conflict with the terms of this Employment Agreement.

At all times, Physician agrees to protect any privilege as required by state or federal law or licensing regulation, or upon court order.

SECTION 7: TERMINATION/REMOVAL

Physician's employment shall be terminated upon the occurrence of any of the following events:

- a. Death of Physician;
- b. A mutual agreement between the County and Physician for termination of employment, in writing;

- c. Upon the disability of Physician, which is defined for purposes of this Employment Agreement to be physically and/or mentally unable to competently perform those services required of him hereunder for a period of one hundred twenty (120) substantially consecutive days or more;
- d. A material breach of this Employment Agreement, including but not limited to the failure to perform duties assigned consistent with this Employment Agreement, or the negligent performance of duties assigned;
- e. The commission of any act designated in K.S.A. 65-2836 or 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; or
- f. The conviction of any felony offense or other conviction involving falsehood or dishonesty.

Should Physician be removed for cause, no compensation will be paid for any biweekly period which occurs following the removal. In the event Physician voluntarily resigns from the position and the County agrees to such resignation, 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 the term of this Employment Agreement, such resignation will be upon ninety (90) days written notice given prior to the beginning of a biweekly pay period, unless said condition is specifically waived by County.

Physician may be removed from the position of Sedgwick County Deputy Coroner/Medical Examiner without cause upon sixty (60) days' written notice by 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 (6) months' salary) to which Physician would have been entitled as total liquidated damages, or for the current remaining term of the Employment Agreement, whichever is less.

Upon Physician's resignation, removal and/or termination, Physician will remain obligated to thoroughly and accurately complete and provide to County all incomplete or pending death certificates, examinations, and reports within sixty (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 shall complete said reports, certificates and examinations within 60 days of receipt of the ancillary information.

SECTION 8: GENERAL

- 8.1 This Employment Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Employment Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.
- 8.2 In the event that any provision of this Employment Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

- 8.3 Waiver of any breach of any provision in this Employment Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.
- 8.4 This Employment Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Employment Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the day and year first above written.

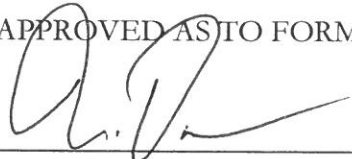
SEDGWICK COUNTY, KANSAS

David T. Dennis, Chairman
Commissioner, Third District



Scott W. Kipper, M.D.

APPROVED AS TO FORM ONLY:



William F. Deer
Assistant County Counselor

ATTESTED TO:

Kelly B. Arnold
County Clerk