



**Southern Nevada District Board of Health  
Chief Health Officer Annual Review Committee Meeting**

625 Shadow Lane  
Las Vegas, Nevada 89106  
Administration Conference Room #1

**Monday, May 17, 2010 – 3:30 P.M.**

Vice Chair Linda Strickland called the meeting of the Chief Health Officer Annual Review Committee to order at 3:31p.m. Stephen F. Smith, Esq., Legal Counsel confirmed the meeting had been noticed in accordance with Nevada's Open Meeting Law and that a quorum was present.

**Committee Members Present (all participated telephonically):**

Chris Giunchigliani	Chair, Commissioner, Clark County
Jim Christensen, MD	At-Large Member, Physician
Donna Fairchild	Councilmember, Mesquite
Linda Strickland	Councilmember, Boulder City
Jimmy Vigilante	Alternate At-Large Member, Regulated Business/Industry

**Executive Secretary:**

Lawrence Sands, DO, MPH

**Legal Counsel:**

Stephen F. Smith, Esq.

**Staff:**

Scott Weiss	Director of Administration
Angus MacEachern	Human Resources Administrator
Shelli Clark	Executive Assistant and recording secretary

Vice Chair Strickland noted a quorum was present at the start of the meeting with Members Fairchild and Vigilante participating via telephone.

## II. **DISCUSSION-ACTION**

### A. **Approval of Minutes**

Vice Chair Strickland asked for a motion to approve the minutes of April 22, 2010 meeting.

*Member Fairchild made a motion to approve the minutes from the Chief Health Officer Annual Review Committee Meeting held April 22, 2010; seconded by Member Vigilante and carried unanimously.*

### B. **Review Proposal for CHO Employment Contract Renewal (current contract expires June 30, 2010); items being revised for further discussion:**

1. **Length of Contract**
2. **Salary**
3. **COLA, Merit and Longevity Provisions**
4. **Severance package**

Angus MacEachern, HR Administrator, was present to review the contractual revisions/proposals with the committee. He stated this was the first time HR has looked at the chief health officer contract and, as a result, are proposing a number of structural changes to present a more fluid employment contract than has been done previously for this position; the proposal also addresses the issues requested at the last committee meeting. He noted the document was prepared in discussion with Dr. Sands and was reviewed by our labor attorney, Mark Ricciardi, as to form.

- **Duties**: the language remains the same; however “EMPLOYEE shall devote his full time, attention, and efforts to the duties of the Chief Health Officer” was added as this is standard language in contracts of this type.
- **Term**: the dates were adjusted to reflect “July 1, 2010 through June 30, 2013” as proposed by the committee at the prior meeting. Language was modified to read “EMPLOYER shall have the right to extend this Agreement annually, subject to negotiation with and acceptance by the EMPLOYEE,” which will allow the Board and Dr. Sands to discuss annual extensions to the contract, allowing for employment past June 30, 2013, which again is consistent with these types of employment contracts.

(Member Christensen joined the meeting via telephone at 3:34pm)

This type of extension allows for ongoing continuity of expected service for long-term and strategic planning with the current chief health officer in place. Extensions will require joint agreement between the parties and a vote of the full Board.

- **Compensation**: the current salary was increased by the 3% cost of living adjustment (COLA) afforded to all employees effective June 26, 2010, bringing the base salary to \$255,095.57 annually.

(Chair Giunchigliani joined the meeting via telephone at 3:37pm)

Lines 27-32 were modified to read “EMPLOYER may also provide a salary increase to EMPLOYEE on an annual basis to be considered at the time of EMPLOYEE’S performance

evaluation that would include a merit increase and/or a general wage scale adjustment as provided to other SNHD employees in consideration of “cost of living” increases. The evaluation process will be as provided in Attachment A unless modified by both parties.” The proposed language addresses the committee’s request to allow for merit or general wage increases to be done at the same time. The approved evaluation process would then include “Attachment A” for documentation providing an historical perspective of this process and why the change occurred.

- Benefits:

- *Annual Leave:* Language was added to read “Annual leave hours may accumulate to a maximum of 320 hours. Unused accumulated annual leave hours shall be paid to EMPLOYEE upon separation at the then current hourly salary amount.”
- *Sick Leave:* Language added to read “Sick leave hours have an unlimited accumulation maximum. Unused accumulated sick leave hours shall be paid to EMPLOYEE upon separation at the then current hourly salary amount in the manner provided for other managerial employees in the Personnel Code.” As the formula used in the Personnel Code could be modified, the Personnel Code is referenced versus detailing the language in the employment contract – the Personnel Code is the governing document for non-bargaining unit employees.

Chair Giunchigliani asked if a “use it or lose it” policy were in place. Mr. MacEachern said the district has a policy for annual leave, which is a maximum of 320 hours – employees are able to accumulate twice the amount of annual leave accrued. Chair Giunchigliani asked if the cost equivalent of annual leave/sick leave payments are budgeted. Mr. MacEachern said with vacancy savings upon retirement some of the expenses are realized. Scott Weiss, director of administration, said that 1% is budgeted annually in the fringe benefit component to allow for unanticipated payouts. If a retirement is expected, the payout is budgeted; 1% is set aside for unknown payouts. Chair Giunchigliani asked for clarification on the payout for accumulated sick leave. The current formula in the Personnel Code reads:

If an employee leaves the service of the District after three (3) years of employment, the employee shall receive payment for 100% of sick leave accumulated for the first 100 days accumulated; 50% of sick leave accumulated from 101 days through 200 days and 25% of sick leave accumulated over 200 days.

Member Fairchild said most governmental agencies have a maximum number of accumulated sick leave days, such as 75 days, and then anything above and beyond that can be used as additional leave (i.e. vacation).

Member Vigilante asked if an employee can transfer sick leave to another employee or if there is a buy-out. There is no “buy-out” of sick leave; however employees are eligible to donate accumulated sick leave to the catastrophic leave bank on a voluntary basis.

Chair Giunchigliani expressed concern over payout of sick leave after only three years of service, due to the high salaries of management employees versus lower-paid employees. She said that employees should use their sick leave as appropriate versus banking sick leave. Mr. MacEachern confirmed the district encourages employees to use their sick leave when they are ill.

- *Longevity*: Language added to read “Upon completion of five years service at SNHD, longevity shall be paid on a quarterly basis and shall be calculated at the rate of 0.057% times base salary times the years of service at SNHD. EMPLOYEE shall be entitled to Longevity pay on the same terms that Longevity pay is made to other senior executives during the term of this Agreement.” Key language in the previous agreement was missing, including when longevity is paid to the employee, which is done on a quarterly basis. Mr. MacEachern stated the senior executive longevity plan was instituted in 1984 in lieu of salary increase for executives by Board resolution. All other employees follow the Longevity plan outlined in both the collective bargaining agreement (CBA) and Personnel Code:

After completion of five (5) years (10400 hours) of accredited service with the district, an employee is eligible for longevity pay. Longevity payments are computed on the basis of \$110 for each year of service.

Chair Giunchigliani referenced Article 33 of the current CBA and expressed concern that longevity is paid after five years of service, and that the county pays at eight years of service and said that longevity should start after more years of service. She said there should be a flat rate for longevity for all employees, including senior executives and the Board should revisit the 1984 policy decision.

Member Fairchild asked for Dr. Sands' current longevity rate. Mr. MacEachern said the longevity amount is calculated by taking the 0.057%, multiplying the base salary by the years of service and dividing by quarter – this equates to approximately \$1,090 quarterly. Mr. MacEachern said if the Board would like to review this policy at a future date, an item will be prepared for future discussion at a Board of Health meeting. Member Strickland agreed this issue should be revisited as economic situations have changed greatly in the last twenty years; she said by continuing to perpetuate some of these provisions and practices we could cause the public to perceive it as an inflation of salary.

Chair Giunchigliani said the senior executive longevity plan is the same as county management, though no managers currently receive longevity pay. She said we can't take something away from someone, but going forward it should be a flat rate versus a percentage of salary. Mr. MacEachern said this request can be added to the list of items to study in the next round of negotiations and the Personnel Code review. Chair Giunchigliani said the chief health officer contract is up for review now, and there is flexibility with management; if the Board decides to move away from a percentage for management this can be done now and not when contract negotiations are underway. Mr. MacEachern noted the discussion was moving from the agendaized discussion – Stephen Smith, legal counsel, said a review of the Personnel Code would need to be a separate agendaized item. Mr. MacEachern said the meeting was to discuss the chief health officer employment agreement, not the Personnel Code. If the Board opted to change the senior executive longevity plan in the future, it would apply to the chief health officer, based on the proposed language in the employment contract – conversely provisions in the chief health officer contract do not apply to other employees.

Chair Giunchigliani said now is the opportunity to make a change for a flat rate. Mr. MacEachern said if the Board opted to change the senior longevity plan it would apply to allow directors, the HR administrator and the chief health officer; however research would need to be done as to what would happen to those employees drawing longevity

on the current plan. The senior executive longevity plan as approved by Board resolution specifically states it applies to the chief health officer and deputy health officers (non-tenured employees). All management employees receive vehicle allowance, but at differing levels. The existing Board resolution only addresses the longevity plan.

- Termination of Agreement: considerable language was added to this section, as the previous contract language was unclear. Proposed language better identifies termination for cause and without cause. For termination with cause the employee receives extremely limited payouts (i.e. salary and accumulated benefits). For termination without cause there are different payout mechanisms. There is also a cure period established for deficiencies or breach of contract by the chief health officer and what the employee must do to rectify the situation. At all times the decision is left to the Board of Health as to whether or not the cure was effective.

As suggested at the previous meeting, severance pay was increased to ninety (90) days, on top of the six (6) months notice. At the request of the chief health officer full health benefits would be provided for 180 days, as continuation of benefits must work in concert with the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Another clause was inserted that “in the event the employer or Legislature amends provisions of the SNHD Enabling Legislation diminishing the role, powers, duties, authority, or responsibility of the Chief Health Officer for the Southern Nevada Health District, EMPLOYEE shall have the right to declare that such changes constitute termination without cause.”

Another paragraph was added to allow for the chief health officer to resign following an offer to accept resignation by the Board which would constitute termination without cause.

An additional clause, at the request of the committee, was added to read “In the event that the Southern Nevada Health District during the term of the Agreement reduces the salary or other financial benefits of the EMPLOYEE in a greater percentage than an applicable across-the-board reduction for other employees of the Southern Nevada Health District, EMPLOYEE may, at his option, be deemed to be “terminated” without cause.” The committee sought a provision to reduce the chief health officer salary if other employees’ salaries were reduced across-the-board – this proposed language addresses that request.

Chair Giunchigliani asked to go back to lines 89 – 93 and asked why this language was included and expressed concern that if the legislature takes action that does not impact an individual that such language is included. Mr. MacEachern said the language is similar to that of the Las Vegas City Manager’s employment agreement.

Dr. Sands said at the previous committee meeting he offered that there were some areas, particularly with the termination and severance sections, that needed clarification. He said if some sort of legislative action occurred that diminishes the roles, responsibilities, and authority or nature of the job it would not be the same job he was hired to do – he would expect the Board would have involvement in such type of action. He believes that such action would constitute a forced resignation. By the same terms if it is out of the control of the employer, it is also out of his control as the employee and it would not be appropriate to be forced to remain in a job that is not what he accepted initially. Chair Giunchigliani said this would be between the chief health officer and the Board and expressed concern about

including language as to what the legislature may or may not do, especially since the legislature was asked to put the language in statute in the first place. She said she understands that if a job or duties were changed solely at the discretion of the Board, regardless of what the legislature did. She said the contract should not reflect legislative action and dismissed the actions of the City of Las Vegas for including similar language in an employment agreement.

Chair Giunchigliani also referenced lines 102 and 103, expressing concern about tying language to all employees. Mr. MacEachern said the committee wanted the ability to reduce the chief health officer salary rate if the salaries of other employees were also being reduced and cited an example of a 5% salary reduction for all staff. The proposed language would allow the Board to then reduce the chief health officer's salary by 5% and be within contract provisions. If the chief health officer were asked to take a 7% salary reduction versus the 5% reduction asked of the balance of employees, this clause would come into play. Chair Giunchigliani said all the payoff benefits would kick in. She said management gets treated differently because they are management.

Member Strickland said in Boulder City, in trying to bring salaries more into alignment, they have opted not to list a salary contract but instead reference a Council Resolution, which will allow for changing salaries as needed. She said as soon as a salary amount is put in a contract and the employer tries to reduce the amount, we need to be sure not to enter into a breach, which the proposed language is trying to address. She said we do expect our leaders to step up to the plate more so that others can follow the lead. She said the full Board should vote on this information.

Chair Giunchigliani asked for additional clarification regarding informal and formal resignations. Mr. MacEachern said a formal request would be when the Board is meeting with the chief health officer and consensus was reached that he needed to leave; the Board would then ask for a resignation. An informal situation would be if the majority of the Board felt it was time for the chief health officer to leave and a representative could approach him and suggest resignation versus the formal process – this would be considered a forced resignation and the payoff process would take effect. This mechanism would be in place to use between the parties to try to resolve issues in an amicable manner. Chair Giunchigliani said it could be a violation of Open Meeting Law if the Board were polled to get a majority seeking to have the chief health officer leave; secondly she expressed concern that the payoff benefits come into play if the employee resigns following acceptance of the employer's offer.

Dr. Sands said this would give both the Board and himself options if it gets to a situation where they need to extricate themselves and can be used versus other mechanisms. Chair Giunchigliani supported the idea for options, but would like more clear language defined, including a way for this to be something other than "termination without cause" to avoid a large payoff benefit. Mr. MacEachern said "termination for cause" is defined in lines 65 – 68 of the agreement. These types of contracts exist so that if the Board wants the chief health officer to leave, it would be without cause and this mechanism can be used as a termination measure. Member Christensen said he couldn't think of a reason you'd want someone to leave without cause – there is always a cause behind it.

Mr. Weiss again referenced lines 65 – 68 and said these are the only reasons for termination with cause: "1) conviction by a court of competent jurisdiction of misappropriation or embezzlement of SNHD property or funds; 2) conviction of any felony; 3)

intentional breach of this Agreement.” Chair Giunchigliani said the proposed language does not incorporate a way for the Board to terminate because they feel the chief health officer is no longer performing the job appropriately other than “an intentional breach of this Agreement.” She asked for language for cause to address the employee is no longer doing the Board’s work and the community’s work. Member Strickland said the City’s contracts do not allow them to do that either. Hypothetically if there is someone the employer feels is not doing the job he should be doing, the employer cannot terminate the employee under the terms of the agreement for cause and must be paid under what is considered “parachutes.” Mr. MacEachern said the proposed language provides for termination without cause on line 79, which states “Employer may terminate this Agreement without cause, upon 6 months written notice.” If the Board decides that for whatever reason it is not working with the current incumbent, he can be terminated without cause. He agreed that without cause terminations do come with certain “parachutes,” including payoff benefits. The Board does not have to specify the reason for termination – it can be solely stated as without cause and this is the payoff plan in place.

- Resignation: this section refers to where the employee voluntarily resigns his position as chief health officer, with six (6) months notice. The employee will receive six months of paid benefits through the resignation date and all accrued benefits. There are no extra benefits tied to a voluntary resignation. Health insurance benefits will cease upon resignation date, unless he elects COBRA. Under the “without cause” provisions, the Board would pay benefits, including 90 days severance pay – this does not apply for a voluntary resignation. Mr. MacEachern stated longevity would be paid during as due during the six month time frame as appropriate in response to Chair Giunchigliani’s question.

Chair Giunchigliani reiterated longevity was created in negotiations to attract and retain employees. She stated that management should not receive longevity pay. Mr. MacEachern said information could be provided to the Board for discussion about management longevity at another meeting, however this was not the proper venue for that particular discussion. Member Fairchild said longevity is to reward employees who are loyal to the company and said management should be no different from other employees so long as they are loyal to the organization and doing a good job – she said she has no problem with longevity. Member Christensen said it could be considered longevity or a bonus. Chair Giunchigliani said in her mind we are paying x amount more for a manager to stay – there are other perks and benefits that come into play versus the standard everyday workforce. She said the percentage continues to be her strongest concern and longevity should be a flat rate if management is going to continue to receive longevity pay.

Member Christensen suggested at a future meeting the full Board could decide whether they wish to eliminate longevity pay for management and deem it a bonus. Mr. Smith said this would need to be specifically agendaized. Member Christensen said a lot of what is being discussed today needs to go before the full Board – some decisions made twenty years ago need to be revisited.

Mr. Smith asked if the resignation clause was acceptable to the committee, as it provides protection for the district by requiring ample notice to vacate the position. Member Christensen said it is really a minimum notification as it takes nearly a year for a physician to become licensed in Nevada. Mr. MacEachern said the proposed six month notification is a balance between the two.

Mr. MacEachern said line 113 addresses demise of the employee and continuance of health benefits for dependents for up to one year of the end of employee's COBRA continuation period, whichever is less. Member Fairchild expressed concern with this provision and suggested a term life insurance in a specific amount be considered to cover the amount of COBRA paid over twelve to eighteen months, as it could be less expensive than payment of health insurance benefits. Dr. Sands noted this could have different tax implications for the estate.

Chair Giunchigliani suggested determining the cost of dependent health insurance for one year and exploring the lesser expense of the two – health insurance coverage or term life insurance. Mr. Weiss said with a term life insurance policy, the premium will be paid every month and will be money spent on a policy when the employee continues to work. It will cost the district x amount of dollars annually to maintain that policy during the life of the employee. Staff will calculate the expenses of both options for the committee's review.

Member Strickland referenced the resignation portion of the agreement and presented a hypothetical situation. If Dr. Sands submitted his resignation and the parties agreed for him to leave in one week, under paragraph 6 he would be paid only for one week. With this scenario in mind she referred back to lines 94 – 98 and the formal versus informal resignation. Under the provisions of this paragraph he would be paid in accordance with the without cause provision with a large payoff. Mr. Weiss said the difference is dependent on who initiates the resignation – if the employee initiates the separation it is a voluntary resignation; if the employer separation the leave it is considered a termination.

Dr. Sands said the language was included to 1) provide flexibility for both the Board and the chief health officer to extricate themselves with minimal liabilities on both ends; and 2) accommodate situations where a Board representative comes to the employee and states there should be a parting of ways. This provision allows for coming to agreement in a manner that works best for both parties. He noted the wording can be revised for clarification; however if someone approached him and suggested a parting of ways, they would need to have been sent by the Board as their representative and not one individual acting on their own initiative.

Member Strickland asked to go back to the longevity section in lines 57 – 62. She posed that if the senior executive longevity pay changed during the term of this agreement and the longevity for the chief health officer would also reflect the change, then lines 57 – 59 could be deleted and rely on the specific language in lines 60 – 62.

Mr. MacEachern said the initial goal was to clarify the language in the contract as to method of payment and secondly respond to the committee's request. He said Member Strickland's proposal addresses both issues appropriately. She said to be consistent with the other executives the language is appropriate and differences can be specified where necessary.

- General Provisions: this section is entirely new language which is basically boilerplate appearing in most contracts, and legal counsel advised it should be included in this contract as well.
- Dispute Resolution: it has been the preferred practice of the district on any employment contracts to require binding arbitration versus courts as matter of settling any dispute. The proposed language was introduced by the labor attorney. New language was received this morning and line 145 should be modified to read: “ binding arbitration in the following

manner” as the labor attorney felt this was more precise language. Additionally lines 159 – 160 should be stricken as the information is addressed in Paragraph 7b.

Member Strickland referenced the dispute resolution and binding arbitration sections and asked if it were the intent that the parties would equally split the cost of arbitration. Mr. MacEachern said Paragraph 7b stipulates that “the prevailing party to any litigation or arbitration relevant to the enforcement of the terms and conditions of this Agreement shall be entitled to its reasonable attorney’s fees and costs associated with the same.” His interpretation of this provision is that the unsuccessful party pays all fees. Mr. Smith noted that at the beginning of arbitration both parties make a deposit to the arbitrator.

(Member Christensen left the meeting at 4:34pm)

At the conclusion of arbitration the prevailing party is entitled to that as a cost, along with attorney’s fees.

Chair Giunchigliani clarified that the parties will agree to use mediation with an agreed upon mediator as a first step; if there is no resolve the issue will then go to arbitration with AAA rules applied. Member Strickland asked which party would be responsible to pay for mediation. Mr. Smith said typically the same procedures apply for mediation as for arbitration in terms upfront fees. Mr. Weiss said the provisions of Paragraph 7b would apply. Member Strickland noted in mediation there are no “winners and losers” as the parties are coming to agreement. Mr. Smith said generally the parties split the costs. Chair Giunchigliani said that language should be included.

Mr. MacEachern said one additional sentence should be added to line 159, per the labor attorney: “ In the event the parties are unable to agree on an arbitrator, the parties shall request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS) and shall select by alternate strikes with the employer making the first strike.” This is a fallback position which does appear in most arbitration clauses. Mr. MacEachern noted the district uses FMCS quite often with our contracts; their assistance is preferred due the swift service, a good list of arbitrators is provided and the service is free.

### **C. Schedule Time and Date of Next Committee Meeting**

The committee agreed that a follow-up meeting is necessary before taking the information to the full Board for consideration – this meeting will take place telephonically in accordance with Open Meeting Law. Chair Giunchigliani said there are some questions that need to be answered before moving forward to the full Board.

Dr. Sands shared his updated goals with the committee which include his intent to apply for Leadership Las Vegas; if accepted his goal is to complete the program over the next year. He also included some of the feedback he received at the previous meeting.

Items to be resolved prior to the next meeting include:

- Clarification of language regarding “informal” and “ formal” resignation related to termination without cause
- Cost analysis of dependent health insurance for twelve months to eighteen months versus term life insurance
- Deletion of lines 57 – 59

- Updated draft to reflect added revised language to lines 145 and 159 – 160
- Addition of language to indicate shared mediation costs between parties upon resolution
- Addition of language to indicate fronting of “deposit” by both parties upon entering mediation and arbitration

*A motion was made by Member Strickland to have all questions and concerns addressed and that staff would come back to the committee an amended proposed agreement; seconded by Member Fairchild and carried unanimously.*

### III. **PUBLIC COMMENT**

Public comment is a period devoted to comments by the general public about matters relevant to the Board's jurisdiction. Items raised under this portion of the Agenda cannot be acted upon by the Board of Health until the notice provisions of Nevada's Open Meeting Law have been complied with. Therefore, no vote may be taken on a matter not listed on the posted agenda and any action on such items will have to be considered at a subsequent meeting.

Chair Giunchigliani asked if anyone else wished to address the Committee. Seeing no one, she closed this portion of the agenda.

### IV. **ADJOURNMENT**

There being no further business to come before the committee Chair Giunchigliani adjourned the meeting at 4:45pm.

Respectfully Submitted,

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Chris Giunchigliani, Committee Chair

/src

attachments



# Memorandum

**Date:** May 14, 2010  
**To:** CHO Annual Review Committee  
**From:** Angus MacEachern, Human Resources Administrator  
**Via:** Scott Weiss, Director of Administration

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**RE:** Revisions to CHO Employment Agreement

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Pursuant to the committee's request and discussion with Dr. Sands a proposed draft employment agreement has been developed.

The agreement has been modified to meet normal contract standards and therefore is lengthier than the previous version. The draft agreement format reflects bracketed deletions and underlined additions.

The salary reflects Dr. Sands' current base salary plus a 3% increase, which is currently approved for all staff to be effective June 26, 2010. In addition the draft also reflects changes in employment conditions sought by Dr. Sands.

I will be at the meeting to discuss the proposed changes.

/src



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I will be at the meeting to discuss the proposed changes.

/src



30 increase and / or a general wage scale adjustment as provided to other SNHD  
31 employees in consideration of “cost of living” increases. The evaluation process  
32 will be as provided in Attachment A unless modified by both parties.

33 **EMPLOYEE** may participate in membership and continuing education activities of  
34 professional organizations relevant to **EMPLOYER'S** public health function and as  
35 required for annual renewal of professional licenses, and **EMPLOYER** also authorizes  
36 payment of **EMPLOYEE'S** membership fees in such organizations, as well as  
37 **EMPLOYEE'S** professional medical licensure fees, and fees and expenses associated  
38 with continuing education activities.

39  
40 **4) BENEFITS: EMPLOYER** authorizes the following benefits in addition to  
41 the compensation specified above and benefits provided to other SNHD employees,  
42 including without limitation:

43 a) **Annual Leave:** 20 days per year. Annual leave hours may accumulate  
44 to a maximum of 320 hours. Unused accumulated annual leave hours  
45 shall be paid to EMPLOYEE upon separation at the then current  
46 hourly salary amount.

47 b) **Sick Leave:** 15 days per year. Sick leave hours have an unlimited  
48 accumulation maximum. Unused accumulated sick leave hours shall be  
49 paid to EMPLOYEE upon separation at the then current hourly salary  
50 amount in the manner provided for other managerial employees in the  
51 Personnel Code.

52 c) **Health Insurance:** 100% of employee and dependents' paid premiums.

53 d) **Retirement:** Contributions paid by **SNHD** into State of Nevada Public  
54 Employees Retirement System (PERS) in accordance with Nevada  
55 Revised Statutes.

56 e) **Automobile:** A monthly automobile allowance of \$600.00.

57 f) **Longevity:** Upon completion of five years service at SNHD, longevity  
58 shall be paid on a quarterly basis and shall be calculated at the rate of

59 0.057% times base salary times the years of service at SNHD.  
60 EMPLOYEE shall be entitled to Longevity pay on the same  
61 terms that Longevity pay is made to other senior executives  
62 during the term of this Agreement.

63  
64 **5) TERMINATION OF AGREEMENT**

65 Termination may occur for cause or without cause. Termination for cause shall mean  
66 termination of employment because of (i) conviction by a court of competent jurisdiction  
67 of misappropriation or embezzlement of SNHD property or funds; (ii) conviction of any  
68 felony; or (iii) intentional breach of this Agreement.

69 Prior to termination for cause as provided in (iii) above, EMPLOYEE shall be  
70 given written notice of the breach. EMPLOYEE shall be given thirty (30)  
71 calendar days to cure such actions or omissions. During such cure period, the  
72 EMPLOYEE shall continue to be paid his base salary and benefits. If after thirty  
73 (30) calendar days, in the sole discretion of the EMPLOYER, the EMPLOYEE  
74 is unable to cure such acts or omission that was the written basis for the proposed  
75 termination, then the EMPLOYEE'S employment automatically shall be  
76 terminated for cause.

77 If terminated for cause EMPLOYEE shall only be paid thru the end of his last  
78 work day plus accrued benefits.

79 **EMPLOYER** may terminate this Agreement without cause, upon 6 months written  
80 notice to **EMPLOYEE**. In the event **EMPLOYER** terminates this Agreement without  
81 cause prior to its expiration date, **EMPLOYEE** shall receive normal compensation for  
82 the days worked by mutual agreement after any such notice of termination; an amount  
83 equal to current salary for [60] 90 working days as severance pay; and [~~all accrued annual~~  
84 ~~and sick leave at current salary~~] full health benefits for one hundred eighty (180)  
85 days. For the purposes of continuation of benefits under the Consolidated Omnibus  
86 Budget Reconciliation Act (COBRA), the one hundred eighty (180) days of health  
87 insurance coverage shall apply to the maximum continuation period established under

88 COBRA.

89 In the event the **EMPLOYER** or legislature amends provisions of the SNHD  
90 Enabling Legislation [~~changing~~] diminishing the role, powers, duties, authority, or  
91 responsibility of the Chief Health Officer for the Southern Nevada Health District,  
92 **EMPLOYEE** shall have the right to declare that such changes constitute termination  
93 without cause.

94 If the **EMPLOYEE** resigns following **EMPLOYER'S** offer to accept  
95 **EMPLOYEE'S** resignation, whether formal or informal, by a representative of the  
96 majority of the governing body for the Southern Nevada Health District, then the  
97 **EMPLOYEE** shall be paid in accordance with the terminated without cause  
98 provisions of this agreement.

99 In the event that the Southern Nevada Health District at any time during the term  
100 of the Agreement reduces the salary or other financial benefits of the **EMPLOYEE** in a  
101 greater percentage than an applicable across-the-board reduction for other employees of  
102 the Southern Nevada Health District, **EMPLOYEE** may, at his option, be deemed to be  
103 "terminated" without cause as of the effective date of such reduction.

104

105 **6) RESIGNATION:** [~~Notwithstanding the provisions of paragraph 2,~~  
106 ~~**EMPLOYEE** may terminate this Agreement at any time prior to its expiration date upon~~  
107 ~~providing 6 months written notice to **EMPLOYER.**]~~ In the event **EMPLOYEE**  
108 voluntarily resigns his position as Chief Health Officer for the Southern Nevada Health  
109 District before the expiration of aforesaid term of his employment, then **EMPLOYEE**  
110 shall give the **EMPLOYER** six months advance written notice, unless the parties  
111 otherwise agree. **EMPLOYEE** shall be paid through the effective date of his  
112 resignation plus all accrued benefits.

113 In the event of the demise of the **EMPLOYEE**, **EMPLOYER** agrees to maintain  
114 the then current health insurance benefits for **EMPLOYEE'S** dependents for up to one-  
115 year; or to the end of **EMPLOYEE'S** COBRA continuation period, whichever is less.

116 **EMPLOYER** shall indemnify and defend **EMPLOYEE** against any claims

117 alleging professional errors and/or omissions arising out of the performance of his duties as  
118 Chief Health Officer and Executive Secretary to the extent ~~provided~~ required by law and  
119 in particular Nevada Revised Statutes Chapter 41.

120 7) **GENERAL PROVISIONS:**

121 a) Governing Law/Jurisdiction:

122 The laws of the State of Nevada shall govern this Agreement and the  
123 jurisdiction for any and all litigation or arbitration relevant to this  
124 Agreement shall be the County of Clark, State of Nevada.

125 b) Attorneys Fees and Costs:

126 The prevailing party to any action in litigation or arbitration relevant  
127 to the enforcement of the terms and conditions of this Agreement shall  
128 be entitled to its reasonable attorney's fees and costs associated with  
129 the same.

130 c) The text herein shall constitute the entire agreement between the parties.

131 d) This Agreement shall be binding upon and inure to the benefit of the heirs  
132 at law and executors of **EMPLOYEE**.

133 e) If any provision(s), or any portion thereof, contained in this Agreement is  
134 held unconstitutional, invalid, or unenforceable, the remainder of this  
135 Agreement, or portion thereof, shall be deemed severable, shall not be  
136 affected and shall remain in full force and effect.

137 f) This Agreement may only be amended by written documentation  
138 signed by both parties.

139  
140 8) **DISPUTE RESOLUTION:** Any dispute or difference of opinion  
141 between **EMPLOYEE** and **EMPLOYER** involving the meaning, interpretation,  
142 or application of any provision of this Agreement or any other dispute between  
143 **EMPLOYEE** and the **EMPLOYER** which relates to or arises out of the  
144 employment relationship between the parties shall be settled exclusively by  
145 binding arbitration. If the **EMPLOYER** or **EMPLOYEE** determines there is a

146 dispute as to the terms of said agreement both parties agree to:

- 147 a) Participate in good faith discussion(s) to resolve dispute, the discussion  
148 period should be for at least thirty (30) days unless both parties agree to  
149 a shorter period of time.
- 150 b) As a condition precedent to arbitration, the parties agree to utilize  
151 mediation using an agreed upon mediator or mediation provider.  
152 Neither party shall unreasonably interfere with the selection of the  
153 mediator or the mediation provider.
- 154 c) If mediation fails, the parties agree to submit the matter to arbitration  
155 and apply the rules of the American Arbitration Association (AAA) and  
156 the Nevada Laws and Rules of Civil Procedure. The parties agree that  
157 despite utilizing the rules of AAA, they are not required to have the  
158 AAA administer the arbitration. Any arbitration proceeding is to take  
159 place in Clark County, Nevada. The prevailing party to any arbitration  
160 final decision shall be entitled to its reasonable attorney's fees and costs.

161  
162 IN WITNESS WHEREOF, parties have caused this agreement to be executed on

163  
164 \_\_\_\_\_, 2010

165  
166 **EMPLOYEE:**

**EMPLOYER:**

167  
168 \_\_\_\_\_

\_\_\_\_\_

169 Lawrence K. Sands, D.O., MPH

Chair SNHD Board of Health

170 APPROVED AS TO FORM

171 \_\_\_\_\_

172 Stephen Smith, Esq.

173 Attorney for **EMPLOYER**

# DRAFT

## Chief Health Officer

### GOALS 2010-2011

1. Continue to build support and seek resources for replacement facility for Ravenholt Center.
2. Continue to collaborate with staff to identify, implement and evaluate cost containment measures necessary in response to changes in projected revenue.
3. Continue to collaborate with staff to identify and pursue new grant opportunities and other revenue sources.
4. Identify and develop District's 2011 legislative priorities in collaboration with staff and Board members, and lead District's efforts to advance its legislative agenda during the 2011 session.
5. Collaborate with staff and Board members in assessing the impact of the new health reform legislation on public health, seizing upon forthcoming opportunities, and maximizing its benefits to the community.
6. Collaborate with Board members to review the Environmental Health Division's funding structure and financial policies and initiate necessary adjustments.
7. Continue to support and make improvements to the district's strategic planning process and further strengthen linkages to annual budget planning and preparation.
8. Continue initiatives to promote and strengthen employee relations and a positive workplace environment.
9. Continue to maintain and enhance communication with BOH members and strengthen working relationships.
10. Continue to build and strengthen collaborative working relationships with community partners and organizations and seek opportunities to share and/or combine resources when feasible and appropriate.
11. Continue to build and strengthen collaborative working relationships with federal, state and local officials.
12. Complete Las Vegas Chamber of Commerce "Leadership Las Vegas" program contingent on application submission and acceptance to the 2010-2011 class.