

CHIEF HEALTH OFFICER EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into as of September __, 2013 by and between the Southern Nevada District Board of Health (“Employer”) and Joseph P. Iser, hereinafter referred to as Employee, (collectively referred to as “Parties”).

- 1) **Employment:** Employer hereby employs Employee, and Employee hereby accepts employment by Employer to serve as Chief Health Officer for SNHD and Executive Secretary for Employer with all duties, powers and authorities provided by law, and to perform such executive, managerial, and administrative duties as Employer may specify during the term of this Agreement.
 - a) Employee acknowledges and agrees that Employee’s employment is full time and exclusive and further agrees that, while employed as Chief Health Officer, Employee will not engage in the ongoing practice of medicine outside of Employee’s duties as Chief Health Officer.
 - b) Scholarly activities such as lecturing or writing are not prohibited as long as such do not interfere with Employee carrying out the duties of Chief Health Officer and Executive Secretary. Such scholarly activities shall be reported by Employee to Employer in writing on a quarterly basis.
 - c) Employee will not render any services or engage in any other business activity (whether or not for compensation) for any person or entity other than Employer without the prior approval of the Employer.
- 2) **Term:** The term of employment under this Agreement is from September __, 2013 through September __, 2014 (“Specified Term”) unless sooner terminated pursuant to provisions of Section 8, Termination, herein. If Employee remains employed after the expiration of the Specified Term, and the Parties do not execute a new employment agreement, then Employee shall be employed at-will. Employer shall have the right to extend the term of this Agreement at the time of Employee’s annual performance evaluation, subject to negotiation with and acceptance by the Employee and subject to execution of a written amendment to this Agreement.
- 3) **Compensation:** As compensation for services, Employer authorizes payment by SNHD to Employee in an amount equal to \$235,000 per annum in base salary, less required and/or requested withholdings, payable in biweekly installments consistent with SNHD’s customary payroll practices for its employees during the term of this Agreement.
 - a) Employee’s performance will be reviewed annually. At this time, Employee will be eligible for consideration for a discretionary raise and change in benefits; provided, however, whether and to what extent Employee will be granted the above will be determined by Employer in its sole and absolute discretion.
- 4) **Benefits:** In addition to the compensation specified above, Employee will receive the following benefits:

- a) Personal Leave: 35 days per year. Unused personal leave hours may accumulate to a maximum of 400 hours over the course of Employee's employment. Unused accumulated personal leave hours shall be paid to Employee upon separation at the then current hourly salary amount.
 - b) Health insurance: 100% of Employee paid premiums.
 - c) Retirement: Contributions paid by SNHD into the state of Nevada Public Employees Retirement System (PERS) on the same terms as other SNHD senior executives.
 - d) Automobile: A monthly automobile allowance of \$600.
 - e) Professional Organization Membership and Continuing Education: Employee's membership fees in professional organizations, professional medical licensure fees, and fees and expenses associated with continuing education activities will be paid on the same terms as other SNHD senior executives.
- 5) Relocation: Employer authorizes SNHD to reimburse Employee for the cost of relocating his normal household goods from Washoe County, Nevada to Las Vegas, Nevada; provided, however, no reimbursement under this Section 5 will be made unless and until Employee executes a Relocation and Reimbursement Agreement in the form set out in Exhibit A attached hereto.
- 6) Licensing Requirements: Employee acknowledges as a condition of continued employment that Employee must be licensed to practice medicine or osteopathic medicine in the state of Nevada. Employee currently possesses a valid and unrestricted license to practice medicine in the State of Nevada and will maintain said license during the term of this Agreement. Employee will notify Employer immediately, in writing, if his medical license is suspended, revoked, or conditioned in any way.
- 7) Policies and Procedures: Employee is bound by SNHD's policies and procedures as they may be from time to time adopted, modified, or amended.
- 8) Termination: Employer may terminate this Agreement at any time with or without cause.
- a) Termination with Cause. Termination with cause means termination of employment because of: i) conviction by a court of competent jurisdiction of fraud, misappropriation, or embezzlement of SNHD property or funds; ii) conviction of, or pleading nolo contendere to, any felony; iii) loss of required licensing, iv) failure to perform the duties required of Employee; v) material breach of this Agreement, or vi) Any other reason constituting cause for discharge. A determination of cause is the within the Employer's sole discretion provided that such discretion is exercised in good faith.
 - i. Prior to termination with cause as provided in iv), v), and vi) above, Employee shall be given written notice of the breach. Except where Employer has determined that immediate termination is appropriate because Employee has acted recklessly or has engaged in misconduct or where further time to cure would be

- futile, Employee shall have 30-calendar days to cure such breach. During such cure period, Employee shall continue to be paid the base salary and benefits. If after 30-calendar days, in the sole discretion of Employer, Employee has not cured such breach that was the written basis for the proposed termination, then Employee's employment shall be terminated with cause.
- ii. If terminated with cause, Employee shall only be paid through the end of the last worked day plus accrued benefits.
- b) Termination without Cause. Employer may terminate this Agreement without cause upon 3-months written notice to Employee. Employer's sole liability to Employee upon such termination will be as follows:
- i. Employee shall receive normal compensation for the days actually worked by mutual agreement after any such notice of termination; plus an amount equal to current salary for 90-working days as severance pay, less applicable withholdings; and full health benefits for 6-months following the month that includes the last day worked. Provided that no severance pay under this Section 7 or under Section 8 shall be made unless and until Employee executes a release of all claims in the form set out in Exhibit B attached hereto.
 - ii. For the purposes of continuation of benefits under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), the 6-months of paid health insurance coverage shall apply to the maximum continuation period established under COBRA.
- c) In the event SNHD at any time during the term of the Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for other SNHD Employees, Employee may, at his option, be deemed to be "terminated" without cause as of the effective date of such reduction.
- 9) Employee Resignation: In the event Employee voluntarily resigns his position as Chief Health Officer and Executive Secretary before the expiration of the Specified Term, unless the Parties otherwise agree, Employee shall give Employer 6-months advance written notice. Employee shall be paid through the effective date of his resignation, plus all accrued benefits.
- a) If Employee resigns following Employer's offer to accept Employee's resignation, then Employee shall be paid in accordance with Section 7(b), Termination Without Cause, herein.
- 10) Indemnification: Employer shall, to the extent required by law and in particular Nevada Revised Statutes Chapter 41, indemnify and defend Employee against any claims alleging professional errors and/or omissions arising out of the performance of his duties as Chief Health Officer and Executive Secretary.
- 11) Notice: All notices and other communications under this Agreement shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Employee: Joseph P. Iser
Administration
330 S. Valley View Blvd.
Las Vegas, NV 89107

If to Employer: Southern Nevada Health District Board
Chairman of the Board
330 S. Valley View Blvd.
P.O. Box 3902
Las Vegas, NV 89127

- 12) Dispute Resolution: Any dispute or difference of opinion between Employee and Employer involving the meaning, interpretation, or application of any provision of this Agreement or any other dispute between Employee and Employer which relates to or arises out of the employment relationship between the Parties shall be settled exclusively by binding arbitration in the following manner:
- a) After receipt of a timely request to arbitrate as described in b) below, the parties shall first participate in good faith discussion(s) to resolve the dispute. The discussion period should be for at least 30-days unless both Parties agree to a shorter period of time.
 - b) Any request to arbitrate must be made in writing and served on the Party within 30 days after the occurrence of the event giving rise to the claim unless some longer time period is required by law. The Parties must submit the matter to binding arbitration pursuant to the then current Judicial Arbitration and Mediation Service (JAMS) Employment Arbitration Rules and Procedures. The arbitrator shall be either a retired judge or an attorney experienced in employment law and licensed to practice in the state of Nevada. The Parties shall select one arbitrator from among a list of seven qualified neutral arbitrators provided by JAMS. If the Parties are unable to agree on the arbitrator, each Party shall strike one name and the remaining named arbitrator shall be selected. All arbitration proceedings must take place in Las Vegas, Nevada.
 - c) The arbitrator shall apply the procedural and substantive law (and the law of remedies, if applicable) of Nevada (without regard to choice of law provisions).
 - d) Employee may be represented by an attorney of Employee's choice at Employee's own expense.
 - e) Each Party shall bear their own costs, fees, and expenses of arbitration and shall evenly split the cost of the arbitrator.
 - f) The arbitrator's decision is final and binding on both Parties. Judgment upon an award rendered by the arbitrator may be entered in any court having competent jurisdiction.

- g) Except where such relief is specifically permitted in the employment context under a state or federal statute, the arbitrator shall have no authority to award non-economic damages, punitive damages, or attorney fees. In such a situation, the arbitrator shall specify in the award the specific statute or other basis under which such relief is granted. The arbitrator shall have no authority, jurisdiction or power to amend, modify, nullify or add to the provisions of this Agreement.
- h) Claims under state workers' compensation statutes or unemployment compensation statutes are specifically excluded from arbitration.
- i) The arbitration provisions of this Agreement shall survive the termination of Employee's employment with Employer and the expiration of the Agreement.

13) General Provisions:

- a) **Governing Law.** The laws of the state of Nevada shall govern this Agreement and the jurisdiction for all arbitration or litigation relevant to this Agreement shall be in Clark County, Nevada.
- b) **Entire Agreement; Modification.** This Agreement constitutes the entire Agreement between the Parties and may only be amended by written documentation signed by both Parties.
- c) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Employer's successors and assigns.
- d) **Severability.** If any provision(s), or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- e) **Public Records; Confidentiality.** Pursuant to NRS Chapter 239, this Agreement may be open by SNHD to public inspection and copying.

IN WITNESS WHEREOF, Employer and Employee have caused this Agreement to be executed on September ____, 2013.

Employee:

Employer:

Southern Nevada Health District Board of Health

By: _____
Joseph P. Iser

By: _____
Chair, Rod Woodbury

EXHIBIT A

Relocation and Reimbursement Agreement

I, Joseph P. Iser ("Employee"), for and in consideration of certain payments to be made and the benefits to be provided to me under Section 5 of my Employment Agreement dated September __, 2013, (the "Employment Agreement") with Southern Nevada Health District Board of Health ("Employer"), and conditioned upon the same:

- 1) Employer authorizes SNHD to reimburse Employee in an amount not to exceed \$7,500 for personal moving and relocation expenses incurred for the cost of relocating Employee's normal household items from Washoe County, Nevada to Las Vegas, Nevada.
- 2) Employer authorizes SNHD to reimburse Employee in an amount not to exceed \$90 per day for temporary living expenses in Las Vegas for a period not to exceed 30-days.
- 3) Applicable, actual receipts will be required prior to authorization and the claim for reimbursement will follow SNHD's standard reimbursement procedures.
- 4) All relocation expenses reimbursable under this Agreement must be submitted for reimbursement within 90-days of the date they are incurred.
- 5) Employer and Employee agree that reimbursement is conditioned upon Employee remaining in the employ of Employer for a period of at least 1-year beginning September __ 2013. If Employee voluntarily leaves or is terminated for cause prior to the completion of the first year of employment from the date of hire, Employee will be required to repay 100% of the reimbursed amounts.
- 6) Neither Employer nor SNHD will be responsible or liable for goods damaged as a result of the relocation.
- 7) The following expenses are not authorized:
 - i) Expenses already reimbursed;
 - ii) Transportation of vehicles, camping or utility trailers, animals, boats, or other items not considered to be normal household items;
 - iii) Visits to the new location to secure housing;
 - iv) Storage costs at destination;
 - v) Expenses for meals; and
 - vi) Costs associated with the sale or purchase of residences, or forfeiture of deposit, penalty, etc. as a result of breaking or terminating a lease/agreement.

IN WITNESS WHEREOF, Employer and Employee have caused this Agreement to be executed on September __, 2013.

Employee

Employer

Southern Nevada Health District
Board of Health

By: _____
Joseph P. Iser

By: _____
Chair, Rod Woodbury

EXHIBIT B
GENERAL RELEASE

1. I, _____ ("Employee"), for and in consideration of certain payments to be made and the benefits to be provided to me under Section 8 of my Employment Agreement dated as of _____ (the "Employment Agreement") with Southern Nevada Health District ("Employer"), and conditioned upon such payments and provisions, do hereby Release and Forever Discharge Employer and its subsidiaries and affiliates, their officers, Board members, employees, attorneys and agents, respective successors and assigns, heirs, executors and administrators (hereinafter collectively included within the term the "Employer"), acting in any capacity whatsoever, of and from any and all manner of actions and causes of actions, suits, debts, claims and demands whatsoever in law or in equity, which I ever had, now have, or hereafter may have, or which my heirs, executors or administrators hereafter may have, by reason of any matter, cause or thing whatsoever from the beginning of my employment with Employer to the date of these presents arising from or relating in any way to my employment relationship and the termination of my employment relationship with the Employer, including but not limited to, any claims which have been asserted, could have been asserted, or could be asserted now or in the future under any federal, state or local laws, including any claims under the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. §621 *et seq.*, Americans with Disabilities Act ("ADA"), 42 U.S.C. §2000e *et seq.*, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq.*, any contracts between the Employer and me and any common law claims now or hereafter recognized and all claims for counsel fees and costs.

2. I hereby agree and recognize that my employment by the Employer was permanently and irrevocably severed on _____, and the Employer has no obligation, contractual or otherwise to me to hire, rehire or re-employ me in the future. I acknowledge that the terms of the Employment Agreement provide me with payments and benefits which are in addition to any amounts to which I otherwise would have been entitled.

3. I hereby agree and acknowledge that the payments and benefits provided by the Employer are to bring about an amicable resolution of my employment arrangements and are not to be construed as an admission of any violation of any federal, state or local statute or regulation, or of any duty owed by the Employer and that this Agreement and General Release is made voluntarily to provide an amicable resolution of my employment relationship with the Employer and the termination of the Employment Agreement.

4. I hereby certify that I have read the terms of this General Release, that I have been advised by the Employer to discuss it with my attorney, and that I understand its terms and effects. I acknowledge, further, that I am executing this General Release of my own volition with a full understanding of its terms and effects and with the intention of releasing all claims recited herein in exchange for the consideration described in the

Employment Agreement, which I acknowledge is adequate and satisfactory to me. None of the above-named parties, nor their agents, representatives, or attorneys have made any representations to me concerning the terms or effects of this General Release other than those contained herein.

5. I hereby acknowledge that I have been advised to obtain the advice of the attorney of my choice and I have been informed that I may consider this General Release for a period of 21 days prior to execution. I also understand that I have the right to revoke this General Release for a period of seven days following execution by giving written notice to the Employer.

Intending to be legally bound hereby, I execute the foregoing General Release this _____ day of _____, 2013.

Employee _____ Witness _____