



**DISTRICT HEALTH OFFICER  
EMPLOYMENT AGREEMENT  
C2100059**

This Employment Agreement (“Agreement”) is entered into by and between the Southern Nevada District Board of Health (“Board” or “Employer”) and Fermin Leguen, M.D., MPH (“District Health Officer” “DHO”, or “Employee”) (collectively referred to as “Parties”).

- 1) **Employment:** The Board desires to secure DHO services and the Employee hereby accepts employment by Employer to provide such services as the Southern Nevada Health District’s District Health Officer and Executive Secretary for the Board with all duties, powers and authorities provided by law in such capacity, and to perform such executive, managerial, and administrative duties as Employer may specify during the term of this Agreement.
  - a) The Employee will render full-time professional services to the Health District in the capacity of the District Health Officer and to the Board in the capacity of the Board’s Executive Secretary. He/she will at all times faithfully, industriously, and to the best of his ability, perform all duties that may be required of him/her by virtue of his position as the Health District’s District Health Officer and the Board’s Executive Secretary, including respecting and adhering to all policies and/or procedures of each.
  - b) Employee acknowledges and agrees that, while employed as District Health Officer, Employee will not engage in the ongoing practice of medicine outside of Employee’s duties as District Health Officer.
  - c) Scholarly activities such as lecturing or writing are not prohibited as long as such do not interfere with Employee carrying out the duties of District Health Officer and Executive Secretary. The DHO will report such scholarly activities to the Board quarterly.
  - d) 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 February 25, 2021 through February 24, 2024 (“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: In consideration for performing services as District Health Officer and Executive Secretary, the Board agrees to pay Employee a base salary of \$271,625.33 per annum or such higher figure as shall be agreed upon at an annual review of his compensation and performance by the Board. Compensation shall be paid in biweekly installments less required and/or requested withholdings consistent with Health District's customary payroll practices. The Employee's base salary may only be decreased during the Specified Term as part of an across-the-board salary reduction that applies in the same manner to all Health District employees.
- a) Employee's performance will be reviewed annually. This review should occur no less than two months prior to the end of each year of this Agreement for the express purpose of consideration of a discretionary raise, a change in benefits, performance measures, benchmarks, and goals. Changes to compensation and/or or benefits 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) Paid Time Off ("PTO"): Employee's vacation, sick, and personal holiday will be combined into a single bank. Employee shall earn and accrue PTO at the rate of 30 days per year. Unused PTO shall carry over to the next year; however, the DHO will cease accruing further PTO at any time he has accrued two times his annual accrual rate. Unused PTO which is not in excess of the two-times annual accrual rate may be paid consistent with the Health District's vacation buy-back program or upon DHO's termination of employment. Employee will not accrue PTO time while on administrative leave. Employee cannot borrow against his PTO bank.
    - i) Employee will be given a one-time additional 10 PTO days to be used within the initial 3 year Specified Term. These additional 10-days will not count against any maximum accrual amounts.
    - ii) PTO does not replace the Health District's paid holiday schedule.
    - iii) PTO pursuant to this Agreement, will be calculated from the date this Agreement is executed. Employee's current account balance consisting of Health District accrued vacation and/or sick time will not be lost and will not count against any maximum PTO accrual amounts.
  - b) Health insurance: 100% of Employee paid premiums.
  - c) Retirement: Contributions paid by Health District into the state of Nevada Public Employees Retirement System on the same terms as other Health District 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 Health District senior executives.

- 5) Licensing Requirements: 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 acknowledges as a condition of continued employment that Employee must be licensed to practice medicine or osteopathic medicine in the state of Nevada. Employee will notify Employer immediately, in writing, if his medical license is suspended, revoked, or conditioned in any way.
- 6) Policies and Procedures: Employee is bound by Health District's policies and procedures as they may be from time to time adopted, modified, or amended.
- 7) Termination: Employer may terminate this Agreement at any time with or without cause.
  - a) Termination with Cause. Termination with cause means termination of Employee's employment because of: i) conviction by a court of competent jurisdiction of fraud, misappropriation, or embezzlement of Health District property or funds; ii) conviction of, or pleading nolo contendere to, any felony; iii) loss of required licensing; iv) Employee's right to participate in Medicare, Medicaid, or any other federal or state health program is terminated for any reason or is relinquished voluntarily; v) failure to perform the duties required of Employee; vi) material breach of this Agreement; and/or vii) 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 v), vi), and vii) above, Employee shall be given written notice of the breach.
    - ii. Except where Employer has determined that immediate termination is appropriate because Employee has acted recklessly, 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.
    - iii. 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. No severance pay under this Section 8 or under Section 9 shall be made unless and until Employee executes a release of all claims in the form set out in Exhibit A 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 Health District at any time during the term of the Agreement reduces the salary or other financial benefits of DHO in a greater percentage than an applicable across-the-board reduction for other Health District employees, DHO may, at his option, be deemed to be "terminated" without cause as of the effective date of such reduction.

8) Employee Resignation: Unless the Parties otherwise agree, in the event Employee voluntarily resigns his position as District Health Officer and Executive Secretary before the expiration of the Specified Term, Employee shall give Employer six (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 8(b), Termination Without Cause, herein.

9) 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 District Health Officer and/or Executive Secretary.

10) 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:

Administration  
280 S Decatur Blvd  
Las Vegas, NV 89107

If to Employer:

Southern Nevada District Board of Health  
Chairman of the Board  
280 S Decatur Blvd  
Las Vegas, NV 89107

11) Dispute Resolution: Any dispute or difference of opinion between the DHO and Employer involving the meaning, interpretation, or application of any provision of this Agreement or any other dispute relating to or arising out of the employment

relationship between the Parties shall be settled exclusively by binding arbitration in the following manner:

- a) Any request to arbitrate must be made in writing and served by the Requesting Party on the other Party within 30 calendar days after the occurrence of the event giving rise to the claim unless some longer time period is required by law.
- b) After receipt of a timely request to arbitrate as described in a) above, the Parties shall first participate in good faith discussion(s) to resolve the dispute. The discussion period should be for at least thirty (30) days unless both Parties agree to a shorter period of time.
- c) 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.
- d) 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).
- e) Employee may be represented by an attorney of Employee’s choice at Employee’s own expense.
- f) Each Party shall bear their own costs, fees, and expenses of arbitration and shall evenly split the cost of the arbitrator.
- g) 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.
- h) 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.
- i) Claims under state workers’ compensation statutes or unemployment compensation statutes are specifically excluded from arbitration.
- j) The arbitration provisions of this Agreement shall survive the termination of Employee’s employment with Employer and the expiration of the Agreement.

12) 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 Health District to public inspection and copying.
- f) **Employee and Health District acknowledge to the best of their respective knowledge, information, and belief, and to the extent required by law, neither Employee nor Health District or any of its respective employees/contractors is/are:** i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).

IN WITNESS WHEREOF, Employer and Employee have caused this Agreement to be executed on February \_\_\_\_\_, 2021.

Employee:

Employer:

Southern Nevada Health District Board of Health

By: \_\_\_\_\_  
Fermin Leguen, M.D., MPH

By: \_\_\_\_\_  
Chair, Scott Black



**EXHIBIT A**  
**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 Board of Health ("Employer"), and conditioned upon such payments and provisions, do hereby Release and Forever Discharge Employer, the Southern Nevada Health District, 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 \_\_\_\_\_, 20\_\_.

Employee \_\_\_\_\_ Witness \_\_\_\_\_

DRAFT