

EMPLOYMENT CONTRACT

THIS CONTRACT is entered into between Jason Eberhart-Phillips, MD, MPH, ("Employee") and Spokane Regional Health District, a Washington municipal corporation, by and through its Board of Health ("SRHD"). This Agreement shall be effective on the date it is fully executed.

Spokane Regional Health District is a local health jurisdiction charged with the statutory responsibility of protecting and preserving the public health of the citizens of Spokane County. Employer's office is located at 1101 West College Ave., Spokane, Washington, 99201. SRHD and Employee are willing to commence an employment relationship under the terms, conditions and covenants set forth in this contract.

1. **Employment.** SRHD, by and through its Board of Health, hereby employs Employee in the position of Health Officer and Employee hereby accepts said employment under the terms and conditions set forth herein. Employee agrees to provide services as required by law, as set forth in paragraph 5 below, and as may be reasonably required by the SRHD Board of Health. Employee agrees to perform all duties required by SRHD to the best of the Employee's ability and to the satisfaction of the SRHD Board of Health.

2. **Term of Employment.** Employee's employment will commence on January 2, 2008, and continue thereafter until terminated by either party in accordance with paragraph 7 below. The first 180 days of employment shall be considered an orientation period, during which Employee's performance will be evaluated. At the conclusion of the orientation period, Employee's orientation period will either end, be extended or Employee's employment will be terminated. After the conclusion of the orientation period, Employee will be provided periodic performance evaluations by the SRHD Board of Health.

3. **Compensation and Benefits.** Employee shall be paid at the rate of \$ 160,000.00 per year for time spent performing approved services for SRHD. Said compensation will be paid in accordance with SRHD's standard payroll practices. SRHD, in its sole discretion, may modify Employee's compensation.

Employee may participate in those benefit plans available to staff of SRHD in accordance with the eligibility terms and conditions of the individual plans. Currently, those plans are as follows:

- a. PERS II or III at the Employee's election;
- b. Comprehensive medical and dental coverage, currently through Group Health, with some Employee cost share;
- c. Life insurance equal to one year's salary;
- d. Accidental Death and Dismemberment insurance; and
- e. Long Term Disability Insurance.

SRHD retains the right to modify or discontinue benefits plans as necessary or desirable in the sole discretion of the SRHD Board of Health.

4. **Vacation/Sick Leave.** Employee will be provided 160 hours of vacation per year, accrued equally over the course of each of the pay periods in a year. Consistent with SRHD's current Employee Handbook. Employee may carry over up to 240 hours of accrued but unused vacation leave into a new calendar year. Unused accruals beyond 240 hours are forfeited at the end of the calendar year. Should Employee's employment terminate for any reason, unused vacation will be paid out up to a maximum of 240 hours.

Employee shall be entitled to accrue 8 hours of sick leave per month. Consistent with SRHD's current Employee Handbook, Employee may carry over up to 600 hours of accrued but unused sick leave into a new calendar year. At the end of each calendar year, any accrued but unused sick leave in excess of 600 hours will be forfeited. After seven (7) years of employment with SRHD, should Employee's employment terminate, SRHD will pay out accrued but unused sick leave at the rate of 25% up to 600 hours.

5. **Job Duties and Responsibilities.** Employee's job duties and responsibilities include, but are not limited to, the following:

- a. Enforce the public health statutes of the state and the rules promulgated by the state board of health and the secretary of health:
- b. Enforce the all local health rules, regulations and ordinances within SRHD's jurisdiction:
- c. Impose penalties authorized under RCW §§ 70.119A.030 and 70.118.130;
- d. Enforce the confidentiality provisions of RCW § 70.24.105:
- e. File actions authorized by RCW § 43.70.190;
- f. Take such action as is necessary to maintain health and sanitation supervision over the territory within SRHD's jurisdiction:
- g. Control and prevent the spread of any dangerous, contagious or infectious diseases that may occur with SRHD's jurisdiction:
- h. Inform the public as to the causes, nature, and prevention of disease and the preservation, promotion and improvement of health within SRHD's jurisdiction:
- i. Prevent, control or abate nuisances which are detrimental to the public health;

- j. Attend all conferences called by the secretary of health or his or her authorized representative;
- k. Collect such fees as are established by the state board of health or the local board of health for the issuance or renewal of licenses or fees or such other fees as are authorized by law or by the rules of the state board of health;
- l. Inspect, as necessary, expansion or modification of existing public water systems, and the construction of new public water systems, to assure that the expansion, modification or construction conforms to system design and plans;
- m. Take such measures as the health officer deems necessary in order to promote the public health, to participate in the establishment of health education or training activities, and to authorize attendance of employees of the local health department or individuals engaged in community health programs related to or part of the programs of the local health department;
- n. Hire quality personnel as needed to protect the public health insofar as within the budget approved by the Board of Health;
- o. Attend all Board of Health meetings and Executive Committee meetings unless excused by the Board of Health in advance;
- p. Keep the SRHD Board of Health apprised of all significant public health issues occurring in or potentially impacting the SRHD jurisdiction;
- q. Maintain sound financial and budgetary policies with respect to SRHD and seek funding to support appropriate programs;
- r. Seek the concurrence of the SRHD Board of Health prior to taking a public position on potentially controversial issues surrounding public health;
- s. Conduct himself in a professional and courteous manner when dealing with the Board, the public, community partners and staff;
- t. Maintain the highest standards of ethical behavior; and
- u. Perform such other tasks as reasonably directed by the Board of Health.

5. **Other Employment.** Employee may not hold other employment except as expressly approved in writing by the SRHD Board of Health.

6. **Confidentiality.** Employee acknowledges that he will have access to sensitive and confidential information relative to the operation of SRHD, including but not

limited to. patient medical information. Employee acknowledges and agrees that this information is confidential, material and important, and that any disclosure of this information would seriously damage SRHD. Employee agrees not to disclose, either directly or indirectly, any such information and to maintain confidentiality of patient medical information in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

7. **Termination.** Employee's employment is at-will, and may be terminated with or without notice or cause by a majority vote of the SRHD Board of Health. Consequently, either Employee or Employer can terminate this Employment Agreement at any time, with or without notice or cause. Employee is requested to provide the Employer with at least sixty days' notice of the intent to terminate employment. In the event the SRHD Board of Health votes to terminate Employee's employment, Employee will be provided with notice and an opportunity for a hearing before the Board of Health as to the reasons for the removal consistent with the provisions of RCW § 70.05.050. Employee will be provided with five (5) days' advance notice of the date and time of the hearing and the reasons for the removal, if any.

8. **Complete Agreement.** This Employment Contract constitutes the complete agreement concerning Employee's employment, and the parties agree that there are no other representations being relied on in the execution of this contract. Each party has had the opportunity to review this contract and seek the advice of the legal counsel prior to signing this contract. The parties acknowledge that the Employer maintains an Employment Handbook that contains general statements about employer's policies and procedures, but that the Employment Handbook does not create a contract between SRHD and Employee. In the event of a conflict between this contract and the Employment Handbook, the provision in this contract will govern.

9. **Modification.** This Agreement may only be modified in writing and signed by both SRHD and Employee. ***Provided that,*** SRHD may, in its sole discretion, provide periodic changes in Employee's compensation without the requirement of a written modification.

10. **Severability.** Should any provision of this contract be determined to be unenforceable by a court of competent jurisdiction, the contract shall be interpreted as though such provisions were not included herein.

11. **Arbitration Clause and Venue.** Any dispute surrounding this contract shall be resolved through binding arbitration in Spokane County, Washington, utilizing the Spokane County Superior Court Mandatory Arbitration Rules. The prevailing party in any such arbitration shall be entitled to an award of reasonable attorney's fees and costs.

EMPLOYEE

SPOKANE REGIONAL HEALTH DISTRICT

Jason Eberhart-Phillips, MD, MPH

David Crump, Chair
SRHD Board of Directors

Date: _____

Date: _____