



TAHOE FOREST HOSPITAL DISTRICT

2020-05-20 Board Executive Compensation Committee Meeting

Wednesday, May 20, 2020 at 3:00 p.m.

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the Board Executive Compensation Committee meeting for May 20, 2020 will be conducted telephonically through Zoom.

Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Eskridge Conference Room will not be open for the meeting.

Board Committee Members will be participating telephonically and will not be physically present in the Eskridge Conference Room.

If you would like to speak on an agenda item, you can access the meeting remotely: Please use this web link: <https://tfhd.zoom.us/j/97768215944>

If you prefer to use your phone, you may call in using the numbers listed: (346) 248 7799 or (301) 715 8592, Meeting ID: 977 6821 5944

Meeting Book - 2020-05-20 Board Executive Compensation Committee Meeting

AGENDA

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ITEMS 1 - 4: See Agenda

5. APPROVAL OF MINUTES

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6. ITEMS FOR COMMITTEE DISCUSSION AND/OR ACTION

6.1. President CEO Job Description 2019_0523.pdf Page 6

6.2. President & CEO Employment Agreement

a. Weis CEO Employment Agreement 2019_0101.pdf Page 9

b. Amendment to Employment Agreement between TFHD and CEO 2019_0523.pdf Page 17

c. Weis Employment Agreement - Second Amendment hw edit.pdf Page 19

ITEMS 7 - 10: See Agenda



BOARD EXECUTIVE COMPENSATION COMMITTEE AGENDA

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Meeting ID: 977 6821 5944

Public comment will also be accepted by email to mrochefort@tfhd.com. Please list the item number you wish to comment on and submit your written comments 24 hours prior to the start of the meeting.

Oral public comments will be subject to the three minute time limitation (approximately 350 words). Written comments will be distributed to the board prior to the meeting but not read at the meeting.

1. CALL TO ORDER

2. ROLL CALL

Dale Chamblin, Chair; Alyce Wong, Board Member

3. CLEAR THE AGENDA/ITEMS NOT ON THE POSTED AGENDA

4. INPUT – AUDIENCE

This is an opportunity for members of the public to address the Committee on items which are not on the agenda. Please state your name for the record. Comments are limited to three minutes. Written comments should be submitted to the Board Clerk 24 hours prior to the meeting to allow for distribution. Under Government Code Section 54954.2 – Brown Act, the Committee cannot take action on any item not on the agenda. The Committee may choose to acknowledge the comment or, where appropriate, briefly answer a question, refer the matter to staff, or set the item for discussion at a future meeting.

5. APPROVAL OF MINUTES OF: 02/27/2020..... ATTACHMENT

6. ITEMS FOR COMMITTEE DISCUSSION AND/OR RECOMMENDATION

6.1. President & CEO Job Description..... ATTACHMENT

Executive Compensation Committee will review and discuss the President & CEO job description.

6.2. President & CEO Employment Agreement..... ATTACHMENT

Executive Compensation Committee will review and discuss proposed changes to the President

& CEO Employment Agreement.

7. CLOSED SESSION

7.1. Approval of Closed Session Minutes: 02/27/2020

8. REVIEW FOLLOW UP ITEMS / BOARD MEETING RECOMMENDATIONS

9. NEXT MEETING DATE

Executive Compensation Committee will discuss its next meeting date.

10. ADJOURN

*Denotes material (or a portion thereof) may be distributed later.

Note: It is the policy of Tahoe Forest Hospital District to not discriminate in admissions, provisions of services, hiring, training and employment practices on the basis of color, national origin, sex, religion, age or disability including AIDS and related conditions. Equal Opportunity Employer. The telephonic meeting location is accessible to people with disabilities. Every reasonable effort will be made to accommodate participation of the disabled in all of the District's public meetings. If particular accommodations for the disabled are needed or a reasonable modification of the teleconference procedures are necessary (i.e., disability-related aids or other services), please contact the Executive Assistant at 582-3481 at least 24 hours in advance of the meeting.

**BOARD EXECUTIVE
COMPENSATION COMMITTEE
DRAFT MINUTES**

Thursday, February 27, 2020 at 12:30 p.m.
Human Resources Conference Room - Tahoe Forest Hospital
10024 Pine Avenue, Truckee, CA 96161

1. CALL TO ORDER

Meeting was called to order at 12:33 p.m.

2. ROLL CALL

Board: Dale Chamblin, Chair; Alyce Wong, Board Member

Staff in attendance: Harry Weis, Chief Executive Officer; Crystal Betts, Chief Financial Officer; Alex MacLennan, Chief Human Resources Officer; Dee Dee Holmes, Benefits Coordinator; Martina Rochefort, Clerk of the Board

3. CLEAR THE AGENDA/ITEMS NOT ON THE POSTED AGENDA

No changes were made to the agenda.

4. INPUT – AUDIENCE

No changes were made to the agenda.

5. APPROVAL OF MINUTES OF: 11/12/2019

Director Wong moved approval of the Board Executive Compensation Committee minutes of November 12, 2019, seconded by Director Chamblin.

Open Session recessed at 12:34 p.m.

6. CLOSED SESSION

6.1. Conference with Labor Negotiator (Government Code § 54957.6)

Name of District Negotiator(s) to Attend Closed Session: Dale Chamblin

Unrepresented Employee: President & Chief Executive Officer

Discussion was held on a privileged item.

Open Session reconvened at 2:13 p.m.

7. REVIEW FOLLOW UP ITEMS / BOARD MEETING RECOMMENDATIONS

None.

8. NEXT MEETING DATE

Executive Compensation Committee will set its next meeting date once the new board member is selected.

9. ADJOURN

Meeting adjourned at 2:13 p.m.

Tahoe Forest Health System – Job Description

Job Title:	President & CEO	Job Number:	0001001		
Department:	Administration	Reports To:	BOD		
Bargaining Unit:	Non-Represented	Benefit Group:	Chief		
Codes:	FLSA: Exempt	EEO:	0	Finance Code	0
Prepared by:	Director, Human Resources	Date:	06/05/2002		
Revised by:	Board Executive Compensation Committee	Date:	05/08/2019		
Approved by:	Board of Directors	Date:	05/23/2019		

SUMMARY:

Directs all functions of the hospital to achieve the mission and vision of the organization in accordance with the overall policies established by the Board of Directors, and in compliance with regulatory guidelines, in order that the strategic objectives of the hospital can be attained; provides leadership and direction in ensuring the efficient, economical, effective utilization of hospital resources to meet the identified needs of the service region through quality medical and health service programs.

ESSENTIAL DUTIES AND RESPONSIBILITIES: include the following:

Assists, counsels, and advises the Board of Directors on the establishment of hospital policies; acts as agent of the Board in carrying out such policies.

Recommends District policy positions regarding legislation, government, administrative operation and other matters of public policy as required.

Assists the Board of Directors in effectively fulfilling their responsibilities by keeping the Board informed, on a monthly basis, of the operating results of the hospital; compares monthly operations to Board approved plans and budgets explaining variances that may arise.

Assists and advises the Board with respect to public District authority and changes in state statutory guidelines and requirements.

Develops appropriate strategic and annual operating plans that document the long and short-term goals and objectives of the District.

Actively pursues and supports the appraisals and development of new programs which could benefit the long-range success and survival of the District.

Establishes concise reporting relationships for all positions and departments in the hospital. Establishes methods which will foster the achievement of hospital goals and objectives and support the efficiency and effectiveness of all operations through proper communication and coordination.

Coordinates all operations with the medical staff, its committee structure and its leadership; demonstrates a proactive and positive relationship with the medical staff.

Ensures a consistency of purpose and mutuality of interest between the operations and bylaws of the medical staff and the policies and bylaws of the District.

Develops and maintains Quality Improvement and Process Improvement programs designed to enhance quality and customer satisfaction.

Establishes operating policies and procedures for all departments, delegating specific responsibility for documentation, monitoring, compliance, and reporting or results to subordinates, as required.

Tahoe Forest Health System – Job Description

Establishes and maintains a comprehensive budgeting program for the hospital. This program includes an appropriate consideration of operational, financial and statistical information needed to efficiently and effectively control all District operations.

Consistently generates sufficient net income to meet established financial goals.

Develops strong marketing and public relations programs.

Ensures the competitive viability and continuance of the hospital marketing plan in the marketplace.

Through various marketing techniques, encourages the development of services which promote District growth and expanded potential constituencies.

Ensures the coordination of Auxiliary and Foundation bylaws and operations with the bylaws and operations of the District.

Establishes a proper, consistent image of the District and its operations.

Personally represents the District to a variety of individuals, community groups, and health industry organizations.

Maintains active professional contacts through local, state and national associations in order to effectively network, as required.

Actively participates in outside programs and community affairs in order to represent the District, as appropriate.

Demonstrates the ability to effectively represent the District at national, state and local meetings, conferences and conventions, as required.

Remains current with national and local issues affecting District administration and their potential impact on the District; serves as a well-informed advisor to the Board of Directors.

Demonstrates System Values in performance and behavior.

Complies with System policies and procedures.

Other duties as may be assigned.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. *Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

SUPERVISORY RESPONSIBILITIES:

Carries out supervisory responsibility in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring and training employees; planning, assigning and direction work; appraising performance, rewarding and disciplining employees; addressing complaints and resolving problems.

EDUCATION AND EXPERIENCE:

Bachelor's degree required. Master's degree in Hospital Administration (MHA) or Business Administration (MBA) or related field or Doctoral degree (Ph.D.) preferred. Minimum of five years experience in Health Care Administration.

Tahoe Forest Health System – Job Description

LICENSES, CERTIFICATIONS:

Required: Valid driver's license

Preferred: None

OTHER EXPERIENCE/QUALIFICATIONS:

Current membership in professional organization preferred (e.g. H.F.M.A., A.C.H.E.).

COMPUTER/BUSINESS SKILLS:

Ability to use office machines. Demonstrated ability to use word processing and other Microsoft Office programs.

LANGUAGE SKILLS:

Ability to read, analyze, and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or boards of directors.

MATHEMATICAL SKILLS:

Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

PURPOSE OF CONTACTS:

The purpose is to justify, defend, negotiate, or settle matters involving significant or controversial issues. Work at this level involves active participation in conferences, meetings, hearings or presentations involving problems or issues of considerable consequence or importance.

REASONING SKILLS:

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Reference physical job description template 1

I have read and received a copy of this job description:

Print Name

Signature

Date

**Tahoe Forest Hospital District
Employment Agreement**

This Agreement is entered into on the **January 1, 2019** by and between the Tahoe Forest Hospital District, (the "District") and Harry Weis (the "Employee"), with respect to the following facts:

A. The District is a public agency formed and operated pursuant to the Local Health Care District Law, California Health and Safety Code Sections 32000, et seq.

B. The District desires to **retain** Employee as its President and Chief Executive Officer and Employee desires to accept such employment, subject to the terms and conditions set forth herein.

WHEREFORE, the parties agree as follows:

1. DUTIES. Employee shall work full time for the District as its President and Chief Executive Officer and shall maintain a regular work schedule consistent with that approved for other executive employees of the District. Employee's duties may involve expenditures of time in excess of eight (8) hours per day and/or forty (40) hours per week, and may also include time outside normal office hours, for which Employee shall not be entitled to additional compensation. Subject to such restrictions as the District may impose, the Employee shall have full charge and control of and be responsible for the day-to-day operation of the District and shall be responsible for all of the functions assigned by the District including but not necessarily limited to the duties set forth on the job description attached hereto as Attachment 1 and incorporated here by this reference. The Employee shall perform all duties with due diligence and with the best interest of the District in mind. The Employee shall not engage in any other employment, business or profession in the Healthcare industry whether for pay or otherwise that would conflict with the performance of his duties pursuant to this Agreement.

2. RELATIONS WITH THE PUBLIC. Employee acknowledges that the position of President and Chief Executive Officer is a position of high visibility before the public. Employee shall conduct himself before the public, both during and outside of regular working hours, in a manner that reflects favorably upon the District.

3. TERM OF AGREEMENT. The term of this Agreement shall for a period of **4 (four) YEARS** beginning **January 1, 2019** and shall continue through **December 31, 2022**. This Agreement may be terminated by either party in accordance with the provisions of Section 6 below.

4. THIS AGREEMENT TAKES PRECEDENCE. Employee shall be entitled generally to the benefits accorded all other employees of the District and shall be subject to all of the rules, regulations, policies and procedures applicable to all other employees of the District. To the extent that the terms of this Agreement provide for benefits, rules, regulations, policies or procedures that differ from those of the District's general personnel policies and procedures, the terms of this Agreement shall take precedence.

5. COMPENSATION. During the term of this Agreement, Employee shall be entitled to the following compensation:

(a) Salary. The Employee's base salary during the term of this Agreement, beginning **January 1, 2019** shall be **\$563,410.00**. The Employee shall receive this salary pro-rated on a bi-weekly basis less required and authorized deductions.

(b) Incentive Compensation Plan Participation. Employee shall participate in the District's Incentive Compensation Plan (the "Plan"). The Plan allows for additional compensation up to **15% (percent)** of Employee's base salary based on achievement of financial and other targets established by the District's Board of Directors. The District's Board of Directors shall determine whether the established financial targets have been achieved and the amount of Incentive Compensation, if any, due Employee.

(c) Personal Leave. Employee's adjusted seniority date for personal leave accrual will be November 7, 2012. Employee will accrue thirty-three (33) days of Personal Leave annually. Said Personal Leave shall accrue each two-week payperiod in accordance with District policies and practices. Said leave shall continue to accrue during periods when employee is actively using said Personal Leave time. Employee's use of Personal Leave shall conform to the policy of the District regarding use of Personal Leave.

(d) Long Term Sick Leave. Employee shall be entitled to **56.16 hours** of Long Term Sick Leave each year to be used for long term illnesses or in the event of a work related injury. Said Long Term Sick Leave shall accrue at the rate of **2.16 HOURS** each two-week payperiod and shall continue to accrue during periods when employee is actively using said Long Term Sick Leave or Personal Leave. Employee's use of Long Term Sick Leave shall conform to the policy of the District regarding use of Long Term Sick Leave.

(e) Long Term Disability. The District shall maintain its standard long-term disability policy for Employee subject to acceptance of Employee by the Long Term Disability carrier.

(f) Retirement Benefits. The Employee shall be entitled to the same retirement benefits as are provided to other employees of the District.

(g) Medical and Life Insurance. Employee shall be entitled to term life insurance coverage in the amount of One Million Dollars (\$1,000,000.00), the premiums for said coverage to be paid for by the District during the term of this Agreement. Employee and his dependents shall be entitled to medical insurance benefits, the premiums for said coverage to be paid for by the District during the term of this Agreement. Employee will participate in Life Insurance benefits of two times base salary as available to other District management positions.

(h) Automobile. In order to reimburse Employee for expenses related to the business use of Employee's automobile, and automobiles rented by Employee, and as part of Employee's compensation, the District shall pay to Employee the sum of Seven Thousand Five Hundred Dollars (\$7,500) per year prorated over two thousand eighty (2080) hours. This additional sum shall be paid on the same day that Employee's salary is paid. If the actual business related automobile expenses incurred by Employee in any one month are less than the sum herein agreed to be paid by the District, Employee shall be entitled to retain the excess. Further, Employee shall be entitled to mileage reimbursement at the standard District rate for business travel outside of the service area of the Hospital District. Employee shall be responsible for all costs of maintenance and operation of his automobile. Employee shall at all times maintain automobile liability insurance on any vehicle he uses for District purposes. Such insurance shall have coverage limits acceptable in form and amounts to the District. Employee shall provide a certificate or evidence of such insurance to the District.

(i) Reimbursement of Expenses Other Than Auto. The District shall reimburse Employee for reasonable expenses necessarily incurred by Employee in the performance of his duties as Chief Executive Officer. Said expenses shall include but not be limited to payment of professional dues, participation in annual professional meetings and educational courses, community service organizations or other opportunities for community participation that the Board deems beneficial to the District to be reimbursed consistent with existing District policy regarding reimbursement of expenses.

(j) Travel Expenses. The District shall pay for reasonable and actual travel expenses to educational and District professional training, provided that Employee's expenses and reimbursements shall be subject to such additional limitations provided by District policy.

(k) Future Compensation Adjustment. Employee's base salary will be adjusted on an annual basis at the same time all District management employees' compensation is reviewed. Industry comparable statistics, as outlined by the Board of Directors, will be used as a basis to

determine the market increase. Employee will receive either a three percent (3%) or market increase, whichever is greater.

6. TERMINATION OF AGREEMENT.

(a) Employment at will. The parties expressly acknowledge that Employee's employment with the District to be at will employment and that Employee may be terminated at any time with or without notice or cause at the sole discretion of the District's Board of Directors. The District recognizes that Employee may terminate his employment at any time with or without notice or cause to do so.

(b) Notwithstanding anything else contained in this Agreement, the terms and provisions of this Agreement shall terminate automatically and immediately upon the death of Employee. In the event of such occurrence, all benefits of this Agreement shall cease to accrue immediately upon the death of Employee.

(c) In the event the District elects to terminate this Agreement for cause, all benefits of this Agreement shall cease to accrue immediately upon written notice of the termination of the Agreement. Termination for cause shall be limited to the following:

1. Employee engages in or assists others in the commission of illegal acts in relation to the performance of his duties for the District; or
2. Employee is engaged in fraud, deceit, dishonesty, falsification of records, gross misconduct, willful misconduct, intentional misrepresentation, insubordination, embezzlement in connection with the performance of his duties for the District.
3. Employee's use of alcohol or drugs that impedes performance of duties.
4. Employee's conviction of a felony or misdemeanor involving moral turpitude (a plea or verdict of guilty or a conviction following a plea of nolo contendere is deemed a conviction for this purpose).
5. A proven claim of either sexual harassment or abuse of employees in violation of law or adopted District policy by Employee.
6. Employee's habitual neglect of duty in connection with the performance of his duties for the District.
7. Employee's failure to abide by or comply with the terms of this Agreement, DISTRICT'S bylaws or policies or directives, within (10) days of having received notice from the District's Board Chair that he has failed to abide by or comply with any of the foregoing and his failure or refusal to cure such

failure or noncompliance within a reasonable period not to exceed seven (7) days.

(d) In the event that the District elects to terminate this Agreement for any reason other than a reason set forth in subparagraph (c), the District agrees to pay accrued leave and to pay a severance benefit of base salary and health insurance for Employee for a period of **18 calendar months** or an amount equal to his monthly salary multiplied by the number of months left on the unexpired term of this Agreement, subject to the limits of Government code section 53260. During this period Employee shall not be considered an employee of the District. For the period during which severance payments are being made, District shall pay all COBRA premiums for employee for the number of months remaining in the agreement until time of termination as authorized as pursuant to Government Code section 53261.

(e) In the event that Employee obtains employment at a salary which is equal to or greater than his base salary at the time of termination of this Agreement, Employee shall inform District of his employment and District's obligation to make severance payments shall terminate, as of the date Employee's new employment begins. Any payment of salary to Employee attributable to new employment obtained by Employee shall be deducted from, and reduce, District's obligation to make said severance payments to Employee.

(f) Should Employee commence employment at a lower base salary, District's severance payment obligation shall be reduced to the difference between the amount of Employee's base salary at the time of termination of this Agreement and the lower base salary from the new employment.

(g) District's obligation to make payments toward health insurance on behalf of Employee shall terminate upon Employee's securing health insurance through new employment obtained prior to the expiration of the **18-month** post-termination period, or such other, shorter period as may be provided pursuant to Government Code section 53260 et seq. (e.g., the remaining term of this Agreement is less than 18 months).

(h) Should Employee at his discretion elect to terminate this Agreement for any reason, he shall endeavor to give the DISTRICT thirty (30) days written notice of his decision to terminate. At the end of those thirty (30) days, all rights, duties and obligations of both parties to this Agreement shall cease and District shall have no further obligation to provide payments and benefits, including severance benefits, upon the effective date of termination of employment, other than payment of accrued leave.

(i) However such obligation to continue to pay base salary and health insurance premiums shall cease if Employee files an administrative claim or lawsuit against the

District based on or related to his employment with the District or the termination of his employment with the District or upon Employee's death.

(j) If by reason of any physical or mental incapacity, the Employee has been or will be prevented from properly performing his duties under this Agreement for more than ninety (90) consecutive days in any three hundred sixty-five (365) day period, and the Employee is not on an approved leave of absence including, without limitation, Family and/or Medical or disability leave or Workers' Compensation leave, if applicable, then to the extent permitted by law, the District's may terminate this Agreement upon eight (8) weeks advanced written notice to the Employee. The District shall pay the Employee all compensation and benefits set forth in this Agreement to which he is entitled up through the last day of the notice period, subject to the limits of Government code section 53260; thereafter, all obligations of the District under this Agreement shall cease, unless otherwise stated or reserved. Nothing in this Section shall affect the Employee's rights under any applicable District disability/or benefit plan/s. The District shall pay all COBRA premiums for employee for the number of months remaining in the agreement until time of termination.

7. RELEASE Employee shall only be entitled to receive benefits as described in Section 6 above if he and the District have executed a severance agreement that is satisfactory to the District.

8. PERFORMANCE REVIEW. The District shall make reasonable efforts to provide Employee with a written performance review on an annual basis by December. Employee shall have the opportunity to discuss this review with the Board of Directors. If there are deficiencies in the performance of the Employee they shall be noted and suggestions for improvement provided to Employee. Performance review will take place only in closed session of Board meetings.

9. AGREEMENT. This Agreement contains the entire understanding between the parties, and the parties expressly acknowledge that there are no other agreements, oral or written, and no other understandings or representations made by either party to the other which have induced or caused the execution of this Agreement.

10. WAIVER OR MODIFICATIONS. No waiver or modification of this Agreement or any covenant, condition, or limitation herein contained shall be valid unless in writing and executed by both parties.

11. ARBITRATION. In the event that any dispute develops concerning the rights of either party regarding the terms of this Agreement, the parties may elect to submit that dispute to arbitration and may elect to accept as final and binding the decision of the duly selected arbitrator. Said arbitration of the dispute shall comply with the rules developed by the American Arbitration Association for employment arbitrations. The prevailing party in the arbitration shall be entitled to its reasonable attorney fees and costs.

12. BINDING EFFECT AND INTERPRETATION. This Agreement shall be binding on the respective parties and their legal representatives, successors, and heirs. This Agreement shall be construed in accordance with the laws of the State of California.

13. NOTICE. Any notice to the District pursuant to this Agreement shall be given in writing, either by personal service or by registered or certified mail, postage prepaid, addressed as follows:

Board of Directors Chair
Tahoe Forest Hospital District
10121 Pine Avenue
P.O. Box 759
Truckee, CA 96160

With a courtesy copy to:

Michael G. Colantuono, Esq.
General Counsel
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945

Any notice to Employee shall be given in a like manner, and, if mailed, shall be addressed to Employee at the address then shown in District's personnel records. For the purpose of

determining compliance with any time limit stated in this Agreement, a notice shall be deemed to have duly given:

- a. on the date of delivery, if served personally, or
- b. on the second day after mailing, if mailed.


14. SEVERABILITY. If any provision or any portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement shall be deemed severable and shall not be affected and shall remain in full force and effect.

15. ATTORNEYS' FEES. If an action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable and actual attorneys' fees and costs with respect to the prosecution or defense of the action.

16. COUNTERPARTS. This Agreement may be executed in counterparts which shall together constitute a single Agreement and signatures may be exchanged by facsimile, email or other electronic means with the same effect as original, wet signatures.

Tahoe Forest Hospital District

Employee

By: 

By: 

Dated: 1/29/2019

Dated: 1/29/19

AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN TAHOE FOREST HOSPITAL DISTRICT AND HARRY WEIS

This Amendment to the agreement between Tahoe Forest Hospital District ("District") and Harry Weis dated January 1, 2019 (the "Amendment") is effective on the last date of signature below and shall amend and become a part of that certain Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Section 5(a) of the Agreement shall be amended to add the following language:

"5(a) Compensation. Employee shall be able to make an election to contribute a set amount of funds per year to District's Split Dollar Retirement Plan ("Plan") which will have the effect of reducing his annual base salary. This clause is irrevocable for at least five (5) years. District will not include this elected amount of compensation for purposes of other benefits, such as qualified retirement plan benefits, SERP benefits (e.g., a percentage of compensation that is the basis for a SERP), LTD coverage, or group term life insurance coverage.

If Employee's employment with District is terminated, no adjustments will be made to any severance payment or bonus to compensate for or replace the elected amount, and District would cease paying premiums from the elected amount under the Plan. If the Plan is terminated early while Employee remains employed with District, District will not repay or adjust the elected amount during the period of irrevocability, and Employee may incur negative tax consequences because of the early termination of the Plan."

2. Section 5(b) of the Agreement shall be amended to add the following language:

"5.2 Incentive Compensation Plan Participation. For the purposes of incentive compensation, in addition to 15% of employee's new base salary, Employee may also earn up to 15% of the amount of contribution to District's Split Dollar Retirement Plan.

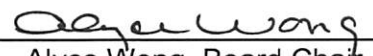
3. Except as specifically revised by this Amendment and any and all subsequent amendments, the Agreement shall continue in full force and effect pursuant to the terms thereof.

4. Capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to such terms in the Agreement.

5. To the extent there is conflict between the terms of this Amendment and the Basic Agreement, this Amendment shall control.

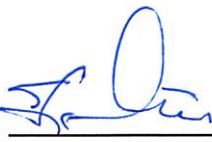
6. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one agreement. Photocopies, facsimile transmissions, or email transmissions of Adobe portable document format files (also known as "PDF" files) of signatures shall be deemed original signatures and shall be fully binding on the parties to the same extent as original signatures.

Tahoe Forest Hospital District

BY: 
Alyce Wong, Board Chair

Date: 6/3/2019

Employee

BY: 
Harry Weis

Date: 5/6/19

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN
TAHOE FOREST HOSPITAL DISTRICT AND HARRY WEIS**

This Second Amendment to the Agreement between the Tahoe Forest Hospital District, (the “District”) and Harry Weis (the “Employee”) dated January 1, 2019 and as amended June 3, 2019 (the “Base Agreement”), is effective on the last date of signature below and shall amend and become part of that certain Agreement.

NOW THEREFORE, the parties agree as follows:

1. **Section 3 Term of Agreement**, of the Base Agreement shall be amended to extend the length of the term until June 30, 2024.
2. **Section 5(a) Compensation**, of the Base Agreement shall be amended to add the following language:
“(a) **Salary. Beginning January 1, 2020 the Employee’s base salary is \$580,312.32.**”
3. **Amendment.** Except as specifically revised by this Amendment and any and all subsequent amendments, the Base Agreement shall continue in full force and effect pursuant to the terms thereof.
4. **Full Force and Effect.** To the extent there is a conflict between the terms of this Amendment and the Base Agreement, this Amendment shall control.
5. **Definitions.** Capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to such terms in the Base Agreement.
6. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one agreement. Photocopies, facsimile transmissions or email transmissions of Adobe portable document format files (also known as “PDF” files) of signatures shall be deemed original signatures and shall be fully binding on the parties to the same extent as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto, for themselves or by their authorized officers, as applicable, have executed this Amendment as of the first date written above.

TAHOE FOREST HOSPITAL DISTRICT

EMPLOYEE

By: _____

By: _____

Dated: _____

Dated: _____