

**EMPLOYMENT AGREEMENT BY AND BETWEEN
EDEN TOWNSHIP HEALTHCARE DISTRICT
AND
GEORGE BISCHALANEY
(Interim CEO)**

This Employment Agreement (“**Agreement**”) effective as of November 20, 2019 (the “**Effective Date**”), is by and between the Eden Township Healthcare District, dba Eden Health District, a political subdivision of the State of California (hereinafter referred to as the “**District**”), and George Bischalaney, an individual (hereinafter referred to as “**Employee**”).

WHEREAS, District provides community benefit and outreach services to improve the quality of healthcare in its service area.

WHEREAS, District desires to secure the services of Employee for the purpose of acting as the interim Chief Executive Officer of the District.

NOW, THEREFORE, in consideration of the material advantages accruing to the two parties and the mutual covenants contained herein, the District and Employee agree as follows:

AGREEMENT

1. **Duties.** Employee will render professional executive management services as the interim Chief Executive Officer of the District at forty percent (40%) of full time (.40 FTE), for an average of sixteen (16) hours per week over five (5) business days per week, as requested by the District, for a term of three (3) months from the Effective Date of this Agreement until February 19, 2020. Employee will at all times faithfully, industriously and to the best of his ability perform all duties that may be desired of him by the District Board of Directors by virtue of his position as Chief Executive Officer. Employee is hereby vested with authority to act on behalf of the Board of Directors of the District in keeping with District policies adopted by the Board as amended from time to time. In addition, Employee shall perform in the same manner any special duties assigned or delegated to him by the Board of Directors of the District pertaining to District operations. Notwithstanding the foregoing, Employee may perform services as a consultant for others in the healthcare industry provided such services do not interfere with Employee’s ability to perform his duties for the District hereunder and are not provided to any individual or entity which competes for business with the District.

2. **At-Will Employment.** Employment with the District is voluntarily entered into and shall be considered “at-will.” Employee is free to resign at any time, with or without notice, and with or without cause. Similarly, the District may terminate the employment relationship at any time, with or without notice, and with or without cause, so long as there is no violation of applicable federal or state law. Nothing in this Agreement or in any document or statement shall limit the right of the District to terminate the employment relationship “at-will” at any time, with or without cause. Only the Board of Directors of the District has the authority to make any such

agreement altering the “at-will” nature of this Agreement, and then only in writing.

3. **Compensation**

(a) **Base Salary.** In consideration for his services as Chief Executive Officer, the District agrees to pay Employee the sum of *Seventeen Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$17,333.33) per month* (“Base Salary”) pro-rated for partial months. Base Salary shall be payable semi-monthly throughout the term of the contract in accordance with the normal payroll practices of the District.

4. **Fringe Benefits**

(a) **Vacation.** There will be no paid vacation.

(b) **Holidays and Other Time Off.** Employee shall be entitled to sick leave, holidays (ten (10) recognized holidays), jury duty and bereavement leave in accordance with District policy.

(c) **Health Benefits.** There will be no Health or Retirement Benefits

(d) **Expenses.** During the term of this Agreement, District will reimburse Employee for Employee’s reasonable out-of-pocket expenses incurred in connection with District’s business, including travel expenses, food, and lodging while away from the District offices. This shall include, but not be limited to, Employee’s attendance at ACHD and other associations deemed useful to the performance by Employee of his job duties. Expenses shall be reviewed and approved by the Board Chair, or a board member designated by the Chair.

5. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and contains all of the agreements between them with respect to the subject matter hereof. It also supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

6. **Amendments.** Except as otherwise specifically provided, the terms and conditions of this contract can be amended at any time by mutual agreement of the parties, provided that before any amendment shall be valid or effective, it shall have been reduced to writing, approved by the District, and signed by the Chair of the Board and Employee.

7. **Severability.** The invalidity or unenforceability of any particular provision of this contract shall not affect its other provisions, and this contract shall be construed in all respects as if such invalid or unenforceable provisions have been omitted.

8. **Attorneys’ Fees.** If any legal action, including without limitation arbitration or action for declaratory relief, is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the other party. These fees, which

may be set by the court in the same action or in a separate action brought for that purpose, are in addition to any other relief to which the prevailing party may be entitled. This provision applies to this entire Agreement.

9. **Notice.** All notices and other communications under this Agreement must be in writing and must be given by personal delivery, facsimile, electronic mail, or first class mail, certified or registered with return receipt requested, and will be deemed to have been duly given upon receipt if personally delivered, three (3) days after mailing, if mailed, or twelve (12) hours after transmission, if delivered by facsimile or electronic mail, to the respective persons named below:

If to District:

Eden Township Healthcare District,
dba Eden Health District
20400 Lake Chabot Road, Suite 303
Castro Valley, California 94546
Attention: Chair, Board of Directors

If to Employee:

George Bischaney

Any party may change such party's address for notices by notice duly given pursuant to this Section.

10. **Governing Law.** This Agreement shall be construed and enforced under and in accordance with the laws of the State of California with venue in Alameda County.

11. **Confidentiality.** Because of Employee's employment by District, Employee will have access to trade secrets and confidential information about District, its products, its customers, and its methods of doing business (the "Confidential Information"). During and after the termination of Employee's employment by the District, Employee may not directly or indirectly disclose or use any such Confidential Information; provided, that Employee will not incur any liability for disclosure of information which (a) is required in the course of Employee's employment by the District, (b) was permitted in writing by the Board or (c) is within the public domain or comes within the public domain without any breach of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

**EDEN TOWNSHIP
HEALTHCARE DISTRICT, dba
EDEN HEALTH DISTRICT**

EMPLOYEE

By: Gordon Galvan, Chair
Date: November __, 2019

George Bischaney
Date: November __, 2019

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