

INTERIM HEALTH OFFICER EMPLOYMENT CONTRACT

WHEREAS, the Monroe County Board of Health (“Health Board”) has duly appointed Dr. Paul Broderick (“Dr. Broderick”) to serve as the **interim** Monroe County Health Officer (“Local Health Officer”), subject to County Commissioner and Indiana Department of Health approval,

WHEREAS: The Monroe County Board of Commissioners (“Commissioners”) are willing to appoint Dr. Broderick, to serve as the Local Health Officer, as defined by Indiana Code § 16-18-2-212; excluding the authority to hire, fire, or discipline employees. (“condition of appointment”)

WHEREAS: Dr. Broderick is willing to accept appointment to serve as the Local Health Officer, as defined by Indiana Code § 16-18-2-212 subject to the condition of appointment (excluding the authority to hire, fire or discipline employees.)

NOW, THEREFORE, in consideration of the following terms and forgoing condition of appointment, The Health Board and Dr. Broderick hereby agree as follows:

This Interim Agreement is made the ____ day of _____ 2026, between Dr. Broderick and the Health Board and is approved by the Commissioners. Health Board and Commissioners for purposes of the Agreement will collectively be referred to as “Monroe County.” The parties acknowledge that this Agreement is a legally binding and enforceable contractual agreement, and its provisions are enforceable in a court of law. The parties mutually agree to the following terms:

1. **Powers.** Dr. Broderick shall have the powers provided to a local health officer under Indiana law, as enumerated under Indiana Code chapter 16-20 subject to the condition of appointment
2. **Duties.** In his official capacity as the Local Health Officer, Dr. Broderick shall serve as secretary of the Health Board, pursuant to Indiana Code § 16-20-2-16(d). Dr. Broderick shall enforce the health laws, ordinances, orders, rules, and regulations of the Health Board and superior boards of health, pursuant to Indiana Code § 16-20-1-19(a). Dr. Broderick shall perform those duties customarily associated with being a local health officer, including those enumerated under Indiana law and those assigned by the Health Board from time to time.
3. **Term.** The term of this agreement shall be subject to the length of time required to obtain a new Health Officer for Monroe County but in no event longer than three months.
4. **Modification and Termination.**
 - a. This Agreement may only be modified mutually, in writing referencing this Agreement, and signed by both parties. Any modification must be approved in the same manner as this Agreement.
 - b. This agreement may be terminated by the Health Board or Dr. Broderick at any time, with or without cause, and the Health Board may remove Dr. Broderick as the Interim Local Health Officer at any time, with or without cause.
 - c. Notices of modification and/or termination should be tendered in accordance with section 8 of this Agreement.
5. **Compensation.** The Health Department shall compensate Dr. Broderick in the bi-weekly amount of One Thousand Six Hundred Eighty Four and 61/100 dollars (\$1,684.61) for the duration of this contract.

6. **License.** Dr. Broderick shall maintain in current status all licenses, including, but not limited to, a license to practice medicine, an Indiana Controlled Substance Registration license, and Drug Enforcement Agency Registration or valid exemption, and certifications required by state and federal law to serve as the Local Health Officer.
7. **Insurance.** Dr. Broderick shall be required to maintain in full force and effect insurance coverage for the performance of professional services as the Local Health Officer under this agreement. Such insurance must be obtained from an insurance company authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either an admitted or non-admitted insurer. Dr. Broderick shall furnish a certificate of insurance to the Health Board prior to the commencement of this agreement.
8. **Independent Contractor.** It is understood and agreed that Dr. Broderick executes this Agreement as an independent contractor and shall not be considered an employee of Monroe County Government for any purpose. Dr. Broderick shall be responsible for payment of all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
9. **Indemnification.** Dr. Broderick agrees to indemnify the Health Board and Monroe County and to hold each of them harmless from claims and suits, including costs, expenses, reasonable attorney fees, and other expenses incurred as a result of any negligent act, error or omission, by Dr. Broderick in the performances of his official duties and responsibilities under this Agreement.
10. **ADA, REHABILITATION ACT AND TITLE VI COMPLIANCE.** Acceptance of this Agreement is evidence this is intent to comply with the Americans with Disabilities Act of 1990, Rehabilitation Act of 1973, and Title VI of the 1964 Civil Rights Act.
11. **COMPLIANCE WITH LAW AND INDEMNIFICATION.** Dr. Broderick shall comply with all State of Indiana and Monroe County applicable laws and regulations. Dr. Broderick shall indemnify and save harmless Monroe County for any fines or expenses of any nature which may be incurred from Dr. Broderick's noncompliance.
12. **NON-DISCRIMINATION.** In the performance of work under this Agreement, it is agreed that Dr. Broderick, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work. Dr. Broderick shall comply with all federal, state, and local laws and regulations. Dr. Broderick has been made aware of Monroe County's policy on non-discrimination and agrees to comply with the policy. In addition, Dr. Broderick has been made aware of the Monroe County's policy prohibiting harassment in all regards, including, but not limited to, employment practices.

Dr. Broderick agrees to make the Commissioners aware of any conduct which may violate any County policy including, but not limited to, the policies prohibiting discrimination and harassment.
13. **Severability.** If any term or provision of this agreement or the application hereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the applications of such term or provisions of this agreement shall be valid and enforced to the fullest extent permitted by law.
14. **Waiver of Rights.** No rights conferred on the Health Board or Dr. Broderick under this agreement shall be deemed waived, and no breach of this agreement excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right.

15. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

16. **Entirety Agreement.** This agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or of this matters, whether is oral or written, are here by merged into and made a part hereof, and are of no further force or effect. This agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.

IN WITNESS WHISEOF, the parties by their duly authorized representatives, have caused this agreement to be executed as of the date first written above.

Paul Broderick.

Date

MONROE COUNTY BOARD OF HEALTH

The Monroe County Board of Health approved this contract at the Board's public meeting held on _____ of _____ 2026.

Lisa Hanner-Robinson Chairperson

Michael Teague, M.D., Vice- Chairperson

Stephen Pritchard, D.D.S, Member

Celinda Kay Leach, R.N., Member

Kevin Moore, M.D. Member

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APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this _____ day of _____, 2026, pursuant to Monroe County Code Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Jody Madeira, Vice President

Jody Madeira, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Brianne Gregory, Auditor