

**ORANGE COUNTY HEALTH SERVICES DEPARTMENT
PHYSICIAN EMPLOYMENT AGREEMENT**

This Agreement (the "Agreement") is made and entered into by and between Orange County, a charter county and political subdivision of the State of Florida, hereinafter referred to as "County," and Charlene Cooper, M.D., hereinafter referred to as "Employee."

Recitals

WHEREAS, Employee has demonstrated, and agrees that he shall continue to demonstrate throughout the term of this Agreement, through his professional education, experience and job performance, the level of professional and administrative competency desired by Orange County Health Services Department ("OCHSD") for the position of Assistant Medical Director, Corrections Health Services, Job Code 4107, Pay Grade 055 (Assistant Medical Director); and

WHEREAS, Employee further agrees to comply with all State of Florida licensure requirements and any other qualification criteria established by the County during the term of this Agreement; and

WHEREAS, OCHSD is desirous of employing the Employee as its Assistant Medical Director, Corrections Health Services; and

WHEREAS, Employee has indicated Employee's desire to accept the responsibilities required of a Assistant Medical Director, Corrections Health Services and to render specific performance to OCHSD of those responsibilities as an Assistant Medical Director, Corrections Health Services; and

WHEREAS, both County and Employee believe it would be mutually beneficial to have a contract of employment between County and Employee, setting forth the agreements and understandings between them.

NOW, THEREFORE, in consideration of the following mutual covenants and promises, and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Employee agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. **Employment.** County hereby employs Employee as a Assistant Medical Director, Corrections Health Services. Employee hereby accepts such employment upon the terms and conditions set forth in this Agreement.
3. **Term.** The term of the Agreement shall begin August 5, 2024, and shall continue until August 4, 2028, unless terminated earlier in accordance with Section 7 of this Agreement.

4. **Duties.** Employee shall perform all duties imposed by the OCHSD for an Assistant Medical Director, Corrections Health Services, including, but not limited to, those duties required of an Assistant Medical Director, Corrections Health Services by applicable laws, ordinances, regulations and policies, as well as other legally permissible and proper duties Employee is directed to perform by OCHSD or the County. Employee also shall comply with the County's policies and procedures, as well as any policy and procedures of Orange County Health Services Department and the Orange County Corrections Department.

5. **Compensation and Evaluation.** County shall compensate Employee on an annual salary basis, with a starting salary equal to \$135.06 per hour. Employee is exempt from the overtime provisions of the Fair Labor Standards Act, and shall not be eligible for overtime compensation for time worked in excess of forty (40) hours each week. Compensation shall be paid in the same form and fashion as salary payment is made to regular employees. County shall be responsible for payment of its FICA obligations. Employee shall be entitled to salary increases, if authorized, in accordance with the guidelines established for County's regular employees.

The Health Services Director shall evaluate the performance of Employee annually, in the same manner as other County employees.

6. **Benefits.** Employee shall receive paid County holidays and leave days in the same form and fashion as regular employees in County service. Employee shall be eligible to participate in all insurance and benefits related programs as those extended to regular County employees. Contributions shall be made on Employee's behalf to the Florida State Retirement System in the same form and fashion as regular County employees.

The County agrees to pay dues for Employee's membership in appropriate organizations approved by the Health Services Director when such memberships would be beneficial to the County.

7. **Termination of Employment.** This Agreement may be terminated early as follows:

(a) **By the Director of the Health Services Department without Cause.** The Health Services Director may declare this Agreement terminated at any time, upon ninety (90) days written notice, with that notice being delivered no fewer than ninety (90) days before the date of termination. The Health Services Director, in his or her sole discretion, may determine whether Employee shall continue working during the ninety (90) day notice period, or may issue ninety (90) days' pay in lieu of notice.

(b) **By Employee.** Employee may terminate this Agreement at any time, but only after providing written notice to the Health Services Director of Employee's

intent to terminate, with that notice being delivered no fewer than ninety (90) days before the date of termination.

Employee understands and acknowledges that each scheduled workday that he fails to work during the ninety (90) day notice period shall be charged against his accumulated personal or term leave balance or unpaid leave as appropriate.

(c) **By the Health Services Director Department for Cause.** The Health Services Director may terminate this Agreement, without notice, for cause. The following shall constitute cause: (i) loss or suspension of Employee's medical license, or other administrative or legal action affecting Employee's ability to practice medicine in Florida; (ii) commission of a felony or other crime involving moral turpitude by Employee; (iii) Employee engaging in conduct damaging the reputation of the County; (iv) Employee failing to follow the express instruction of the Health Services Director or his or her designees or otherwise being insubordinate; and (v) breach of this Agreement by Employee as defined in subsection (e) below.

(d) **Termination Due to Death or Disability.** Employee's employment shall terminate automatically upon Employee's death or disability. If Employee's employment is terminated due to death, the obligation of the County to pay compensation under paragraph 5 for any period after the date of such termination shall cease and Employee's estate, or Employee's beneficiaries, shall only be entitled to any benefits payable in respect of death under the terms of the County's health, welfare, pension or other benefit and fringe benefit plans then in effect. The County will not have any other obligations beyond the date of this termination date. The term disability shall mean a condition that precludes Employee from performing under this Agreement the job duties as described in the Employee's Job Description, with or without accommodation.

(e) **Breach of Agreement.** Upon breach of this Agreement, the aggrieved party may, by written notice of breach to the breaching party, immediately terminate this Agreement. Waiver by either party of the breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

(i) The County shall consider the following to be a breach of this Agreement:

a. The failure of Employee to perform Employee's duties as called for by this Agreement and the Job Description of an Assistant Medical Director, Corrections Health Services; or

b. The failure of Employee to perform any of the other provisions of this Agreement.

(ii) It is further agreed that in the event general funds to finance all or part of this Agreement do not become available, the obligations of each party hereunder may be terminated upon no fewer than twenty-four (24) hours-notice in writing to the other party. Said notice shall be delivered by certified mail, facsimile or in person. The County shall be the final authority as to the availability of funds and as to how any available funds shall be allocated among its various service providers.

8. **Outside Employment.** Employee recognizes and understands that the position of Assistant Medical Director, Corrections Health Services for Orange County requires Employee's full time and attention. Accordingly, Employee agrees to devote all the time necessary to fully discharge Employee's duties. Employee recognizes that County employment must be considered Employee's primary employment and that Employee must submit written notification of any outside employment to the Health Services Director or designee for approval. No such outside employment may be commenced until written approval is obtained.

Employee shall refrain from accepting any engagement that would interfere in any way with the faithful performance of Employee's services to the County. However, nothing contained in this Agreement shall be construed so as to prevent Employee from accepting honoraria or consulting fees from educational institutions, units of local government or state or Federal agencies for lectures, articles, instructional material or consultation in the area of local government, which shall not be in conflict with Employee's responsibilities to the County.

9. **Notices.** All notices, consents, approvals, waivers and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient (and considered properly delivered) only when mailed by certified mail, first class postage affixed, addressed as follows, unless otherwise allowed under this Agreement:

County: Health Services Director
Health Services Department
2002-A East Michigan St.

Orlando FL 32806

Employee: Employee address on file with County Human Resources

10. **Severability.** All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a competent court, this Agreement shall

be interpreted as if such invalid agreements or covenants were not contained herein.

11. **Assignment.** This Agreement is for Employee's professional services and Employee may not assign Employee's duties, or this Agreement, to any other party. The County may assign this Agreement to any private or public entity authorized to provide medical services to the County.
12. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida. For any disputes arising out of this Agreement, venue is proper in a competent court located in Orange County, Florida.
13. **Complete Agreement in Written Document; Rescission of Previous Agreements.** This written Agreement embodies the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by either the County or Employee other than those contained herein. Any other previous agreements between County and Employee are hereby rescinded in their entirety. This Agreement may be modified only through a written instrument duly executed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature.

ORANGE COUNTY, FLORIDA

By: _____

Date: _____

EMPLOYEE

By: Charlene (Ayler) Cooper, MD
Charlene Cooper, M.D.

Date: 5/25/2024