

CONTRACT BETWEEN  
WENDY LONG M.D., M.P.H.  
AND  
THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY  
ACTING BY AND THROUGH THE  
METROPOLITAN BOARD OF HEALTH  
FOR  
THE EMPLOYMENT AS THE CHIEF MEDICAL DIRECTOR OF HEALTH

This agreement (the "Agreement") is entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Wendy Long M.D., M.P.H., (the "Director"), and the Metropolitan Government of Nashville and Davidson County acting by and through the Metropolitan Board of Health (the "Board").

WITNESSETH:

WHEREAS, the Charter of the Metropolitan Government ("Charter"), Article 10, Chapter 1, Section 10.105, provides that the Board shall appoint a Chief Medical Director of Health; and

WHEREAS, Article 10, Chapter 1, Section 10.105 of the charter further provides that the Board may enter into an employment contract with the Chief Medical Director of Health; and

WHEREAS, Article 10, Chapter 1, Section 10.105 of the Charter further provides that the compensation for the position of the Chief Medical Director of Health must be approved by the Metropolitan Council; and

WHEREAS, after an extensive search, the Board has selected Wendy Long, M.D., M.P.H. to fill the position of Chief Medical Director of Health; and

WHEREAS, it is deemed in the best interest of the Metropolitan Government, acting by and through the Board, to enter into this employment contract with the Director and whereby the Director agrees to perform the duties of the Chief Medical Director of Health.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and sufficient consideration, the receipt of which is mutually acknowledged, the parties hereto agree as follows:

**SECTION 1. SCOPE OF AGREEMENT.**

The Director agrees to perform the duties of the Chief Medical Director of Health of the Metropolitan Government as enumerated below, and the Metropolitan Government agrees to provide compensation for such services as set forth in this agreement.

## **SECTION 2. RESPONSIBILITIES OF CHIEF MEDICAL DIRECTOR OF HEALTH.**

The Director agrees to perform the following duties under the control of the Board:

1. The Director agrees to administer the policies of the Board as outlined in the job description attached as Exhibit A.
2. Function as the Chief Administrative Officer of the Board.
3. Provide general management and control over the divisions of the Metropolitan Public Health Department and other such administrative units as are created by the Board or ordinance.
4. Consistent with Article 10, Chapter 1 of the Charter, appoint and remove the heads of the divisions and other officers and employees of the Board.
5. Exercise any and all other powers and duties as may be authorized by general law, by the Charter or by ordinance.

## **SECTION 3. COMPENSATION.**

In consideration of the performance of the duties enumerated in Section 2 the salary of the Director shall be initially fixed at \$225,000.00 per year. The Metropolitan Government shall pay this sum in appropriate increments pursuant to its regular pay periods.

1. The Director shall be entitled to additional pay increases as may be authorized by the Board.
2. The Director shall receive cost of living increases consistent with the "across-the-board" increases provided to the general employees of the Metropolitan Government. The implementation date(s) of these increases will coincide with the Metropolitan Government wide implementation date(s).
3. There shall be deducted from the pay of the Director such amounts as may be required by federal, state or local law and as may be directed by the Director.
4. The Director shall receive, upon execution of this Agreement, twenty (20) annual leave days. The Director shall continue to accrue two (2) annual leave days per month and one (1) sick leave day per month during the term of this Agreement and may accumulate such days up to a maximum authorized by the Civil Service Rules and Regulations of the Board (the "Rules").
5. The Director shall be entitled to any and all fringe benefit as would a permanent employee of the Board and/or the Metropolitan Government. Such benefits may include, but not be limited to, pension, major medical expense insurance, dental insurance, life insurance, deferred compensation and other benefits as may be offered by the Employee Benefit Board of the Metropolitan Government.

6. The Director shall be reimbursed for reasonable mileage and travel expenses related to her attendance at professional meetings, conferences, seminars and the like while on official business for the Board.
7. The Board shall pay the professional membership fees, dues, and other costs as may be agreed between the Director and the Board.
8. The Board shall provide for the Director to be insured against professional liability in an amount of at least one million dollars (\$1,000,000) per claim, with an annual aggregate of three million dollars (\$3,000,000).

#### **SECTION 4. TERM.**

The initial term of this Agreement shall be thirty six (36) months from March 1, 2019 through February 28, 2022, both dates inclusive.

1. On March 1 2022, this Agreement shall automatically renew for an additional twelve (12) month term, unless prior notice of termination has been transmitted to Director. Said notice must be made in writing and communicated to Director no later than 120 days before expiration of the term.
2. If automatically renewed pursuant to subsection 1 above, on March 1 2023, this Agreement shall automatically renew for an additional twelve (12) month term, unless prior notice of termination has been transmitted to Director. Said notice must be made in writing and communicated to Director no later than 120 days before expiration of the term.

#### **SECTION 5. TERMINATION.**

1. Termination by the Board. The Board may terminate this Agreement for cause immediately upon notice to the Director. For the purposes of this Agreement, "cause" shall mean
  - a. Fraud, misappropriation, or embezzlement;
  - b. Being convicted of or pleading guilty or *nolo contendere* to any misdemeanor involving moral turpitude or any felony;
  - c. Violation of Director's duty of loyalty to the Board;
  - d. Failure to perform all of the duties appropriate to the scope of Director's employment to the satisfaction of the Board; or
  - e. Engaging in conduct that is, in the reasonable determination of the Board, adverse to the interest, reputation, or business of the Board.
2. Termination by Director. Director may terminate this Agreement without cause upon sixty (60) days' prior written notice to the Board. In such event, Director shall, if requested by the Board, continue to render services hereunder and shall be paid the regular compensation up to the date of termination.

**SECTION 6. COMPLIANCE WITH LAWS.**

The Director agrees to comply with any applicable federal, state, and local laws and regulations.

**SECTION 7. WAIVER.**

No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

**SECTION 8. EMPLOYMENT.**

The Director shall devote her entire professional time and attention to the business of the Metropolitan Government and shall not engage in any other professional activities for compensation. This paragraph does not prohibit the Director from receiving compensation and reimbursement for expenses for non-professional activities such as (but not limited to) speaking engagements or teaching, to the extent not prohibited by Section 12.05 of the Charter.

**SECTION 9. CONTINGENT FEES.**

The Director hereby represents that she has not been retained nor retained any persons to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

**SECTION 10. GRATUITIES, KICKBACKS AND CONFLICTS OF INTEREST.**

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order.

The Director covenants that she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Director shall comply with Executive Order No. 91-08, "Ethics, conflicts of interest; and acceptance of gifts on the part of employees of the Metropolitan Government," as interpreted or clarified by the Ethics Committee of the Metropolitan Government created pursuant to Executive Order No. 91-06, and all subsequent Executive Orders related thereto.

**SECTION 11. ASSIGNMENT - CONSENT REQUIRED.**

The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this Agreement nor any of the rights and obligations of the Director hereunder shall be assigned or transferred, in whole or in part, without the prior written consent of the Metropolitan Government. Any such assignment or transfer shall not release these parties from their obligations hereunder.

**SECTION 12. ENTIRE AGREEMENT.**

This instrument contains the entire agreement of the parties. It may not be changed orally, but only by an agreement in writing signed by the parties with such agreement being approved by the appropriate entities.

**SECTION 13. GOVERNING LAW.**

The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

**SECTION 14. AMENDMENT.**

The terms of this Agreement shall not be altered, amended, or modified except in writing signed by the Director and the Board.

**SECTION 15. SEVERABILITY.**

Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.

**SECTION 16. EFFECTIVE DATE.**

This Agreement shall not be effective until signed by all appropriate parties, approved by the necessary entities, and filed with the Metropolitan Clerk.

**THE DIRECTOR**

Wendy Long MD  
Wendy Long, M.D., M.P.H.

**METROPOLITAN BOARD OF HEALTH**

Carol Etherington  
Carol Etherington, Chair of the Metropolitan Board of Health

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:**

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Honora Podman  
Director of Finance K #

**APPROVED AS TO INSURANCE:**

B. C. W.  
Director of Insurance

**APPROVED AS TO FORM AND LEGALITY:**

Laura Poole  
Assistant Metropolitan Attorney

**FILED IN THE OFFICE OF THE METROPOLITAN CLERK:**

\_\_\_\_\_  
**Date:** \_\_\_\_\_