

RESOLUTION NO. RS2020- 217

A resolution approving the employment contract for the Chief Medical Director of The Metropolitan Government of Nashville and Davidson County.

WHEREAS, Metropolitan Charter Section 10.105 provides that the Metropolitan Board of Health has the duty to appoint a Chief Medical Director and enter into an employment contract with such person establishing the compensation to be paid for services provided; and

WHEREAS, Metropolitan Charter Section 10.105 further provides that the compensation established by the Metropolitan Board of Health is subject to approval by resolution by the Metropolitan Council; and

WHEREAS, the Metropolitan Board of Health has appointed Michael C. Caldwell, M.D. to serve as its Chief Medical Director and established the contract duration and compensation, as required by the Metropolitan Charter.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the employment contract by and between Michael C. Caldwell, M.D. and the Metropolitan Board of Health appointing Michael C. Caldwell to serve as the Chief Medical Director for The Metropolitan Government of Nashville and Davidson County, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY
OF FUNDS:



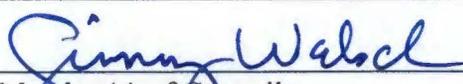
Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:



Assistant Metropolitan Attorney

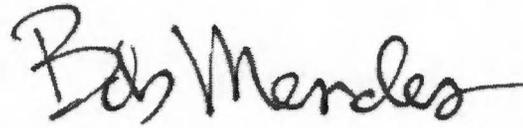
INTRODUCED BY:



Member(s) of Council

Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

A handwritten signature in black ink that reads "Bob Mendes". The signature is written in a cursive style with a long horizontal stroke at the end.

Bob Mendes
Councilmember At-Large

Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

Sharon W. Hurt

Sharon Hurt
Council Lady At-Large

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

This agreement (the "Agreement") is entered into on this the ____ day of _____, 2020, by and between Michael C. Caldwell, 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 Michael C. Caldwell, 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 Two Hundred Twenty-Five Thousand and No/100th Dollars (\$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 annual pay increases (in addition to the cost of living increases set forth below) 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), which will include any increases that may go into effect on July 1, 2020.
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 ten (10) annual leave days. The Director shall also accrue one (1) annual leave day 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 also 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 his 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 term of this Agreement shall be twenty-four (24) months from March 9, 2020 through March 11, 2022 both dates inclusive.

SECTION 5. TERMINATION.

1. Termination by the Board. The Board may only 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. Continued non-performance by the Director of his responsibilities hereunder which has continued for more than ten (10) business days following written notice of such non-performance from the Board; or
 - e. Engaging in conduct that did or will, in the reasonable determination of the Board, result in injury or reputational harm to 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 with respect to the performance of his job responsibilities under this Agreement.

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 his 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 he 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 he 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, the Board and appropriate entities.

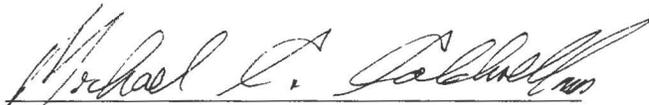
SECTION 15. SEVERABILITY.

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



Michael C. Caldwell, M.D., M.P.H.

METROPOLITAN BOARD OF HEALTH



A. Alex Jahangir, M.D., M.M.H.C.
Chair of the Metropolitan Board of Health

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:



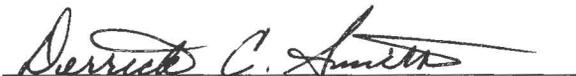
Director of Finance

APPROVED AS TO INSURANCE:



Director of Insurance

APPROVED AS TO FORM AND LEGALITY:



Assistant Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Date: _____



MetroPublic Health Dept

Nashville / Davidson County

Protecting, Improving, and Sustaining Health

John Cooper, Mayor

Sanmi Areola, PhD
Interim Director

Board of Health

A. Alex Jahangir, MD, MMHC, FACS, Chair
Tené Hamilton Franklin, MS, Vice-Chair
Carol Etherington, MSN, RN, FAAN
Thomas W. Campbell, MD
David A. Frederick, MS
Margreete G. Johnston, MD, MPH

Director of Public Health Nashville and Davidson County

Responsibilities:

- managerial and scientific oversight of a complex metropolitan public health department
- assesses the evolving health care needs in the population, develops data-based priorities, and makes recommendations through the budget process
- sets the strategic direction for the department through a collaborative planning process
- influences regional health policy and program development through data presentations and discussions
- leads resource development strategies, including federal and state grant development, Medicaid and other insurance vehicles, and private foundation grants
- manages a budget of approximately \$60 million including grant funds
- the department of approximately 500 employees serves over 1 million people who visit, work, or live in Davidson County

The Director of Public Health is appointed by the Board of Health and the Metropolitan charter sets forth the following requirements:

- a medical degree from an accredited medical school with a current U.S. medical license
- ability to obtain Tennessee licensure within a reasonable time period
- ten years of experience in the active profession of medicine and/or public health practice/administration
- the director shall devote his/her entire time to the duties of the office

Other requirements:

- progressive experience in directing a large, complex, metropolitan public health department or comparable organization
- demonstrated success managing in a complex political environment
- additional training in the field of public health is desirable
- extensive knowledge of public health principles, assessment tools, strategies, techniques, and evaluation techniques

