Metropolitan Board of Health of Nashville and Davidson County July 15, 2021, Meeting Minutes

The regular meeting of the Metropolitan Board of Health of Nashville and Davidson County was called to order by Chair Alex Jahangir at 4:00 p.m. in the Board Room, on the third floor of the Lentz Public Health Center, 2500 Charlotte Avenue, Nashville, TN 37209.

Present

A. Alex Jahangir, MD, Chair
Tené H. Franklin, MS, Vice-Chair
Carol Etherington, RN, Member
Thomas W. Campbell, MD, Member
David Frederick, MS, Member
Calvin M. Smith III, MD, Member
Tina Lester, MSN, RN, Interim Chief Administrative Director of Health
Gill C. Wright, III, MD, Interim Chief Medical Director of Health
Jim Diamond, MBA, Director of Finance and Administration Bureau
Celia Larson, PhD, Director of Strategic Planning, Performance and Evaluation
Derrick Smith, JD, Metropolitan Department of Law

BOARD OF HEALTH

Approval of June 17, 2021, Meeting Minutes

Vice-Chair Franklin made a motion to approve the June 17, 2021, meeting minutes, as distributed. Dr. Smith seconded the motion, which passed unanimously.

Discussion of Extension of Public Health Emergency Declaration

Chair Jahangir made a motion to recommend to Mayor Cooper that the Public Health Emergency Declaration be extended to August 12, 2021. The motion passed unanimously.

Approval of Director of Health Contract

Discussion was held regarding the terms of the contract Chair Jahangir had proposed (Attachments I and II), and amendments were agreed upon.

Vice Chair Franklin agreed to lead an effort to formulate within two months of execution of the contract the metrics by which Dr. Wright would be evaluated.

Dr. Smith made a motion to approve the director of health contract with Dr. Wright with amendments to Sections 3 and 4. Vice Chair Franklin seconded the motion, which passed unanimously.

Approval of Grant Applications

Jim Diamond presented one application:

Grant from the Centers for Disease Control - Closing the Cap with Social Determinants of Health Accelerator Plans

Term: October 2021-September 2022

Amount: \$125,000

Mr. Frederick made a motion to approve the grant application. Dr. Smith seconded the motion, which passed unanimously.

Approval of Grants and Contracts

Jim Diamond presented five items:

Grant Amendment from the Tennessee Department of Health – Tobacco Prevention & Cessation Services

Term: July 1, 2018-June 30, 2022

Amount: \$98,400

2. Grant Amendment from the Tennessee Department of Health – Tobacco Use Prevention & Control

Term: April 1, 2020-April 30, 2023

Amount: \$48,000

3. Grants from Friends of MACC

Term: NA Amount: \$15,500

4. Grant from MPHD to the Mental Health Cooperative's Mental Health Crisis Treatment Center

Term: July 1, 2021-June 30, 2022

Amount: \$2,508,000

5. Grant from MPHD to the Mental Health Cooperative - Nashville Partners in Care

Term: June 28, 2021-June 30, 2022

Amount: \$561,816

Mr. Frederick made a motion to approve the grants and contracts. Dr. Smith seconded the motion, which passed unanimously.

Approval of Termination of CRA Contract without Cause

Jim Diamond requested approval of the termination of the contract with Clinical Research Associates without cause, in accordance with the terms of the contract.

Vice Chair Franklin made a motion to approve termination of the contract with Clinical Research Associates without cause. Ms. Etherington seconded the motion, which passed unanimously.

Update on Allocation of Grant Funds

Jim Diamond provided an update on the planned allocation of the Public Health Emergency Preparedness and Crisis Response grant funds, the amendment of which had been approved at the June 17, 2021, meeting (Attachment III).

Discussion was held regarding how unspent funds might be reallocated.

Report of Interim Directors

Ms. Lester and Dr. Wright referred to the update provided in the Board packet (Attachment IV).

Dr. Wright gave a brief update on COVID response.

Dr. Wright noted that vaccinating children under the age of 12 is not yet approved; Vice-Chair Franklin recognized that Metro Nashville Public Schools will determine if Metro school students would be required to wear masks and asked that the Department develop messaging targeted toward parents and caregivers of children who are not vaccinated recommending that unvaccinated students wear masks.

Dr. Wright welcomed Board members to attend an event the next afternoon at Nissan Stadium location to honor those who have been working the site.

Dr. Wright referred to the COVID cluster at the Rescue Mission and said that the Department is working with other providers, as well as Metro's Office of Emergency Management and Metro Social Services, which provide sheltering for those experiencing homelessness. He also mentioned that the Women's Shelter, which has been closed and will be demolished, would be rebuilt.

Ms. Etherington introduced Clare Sullivan, who wrote grants to provide school nurses 20 years ago and was one of the first school nurses in Nashville. Ms. Sullivan now works with the League of Women Voters.

Ms. Lester advised that more information would be provided about Ryan White funds and plans to request carryover.

Report of Chair and Discussion

Chair Jahangir announced that he had met with Dr. Stephanie Kang, the newly hired director of the Diversity, Equity and Inclusion bureau and shared his excitement at not only her joining the Department, but also the launch of the new bureau.

Chair Jahangir noted that Dr. Campbell's official term on the Board of Health had expired and expressed his deep appreciation for his service. He hoped Dr. Campbell would continue to serve until a replacement was appointed and confirmed, which he thought would be very soon.

Chair Jahangir asked that a report on the salaries of the physicians in the Department be provided by the next month's meeting, and within the next few months a report on the overall evaluation of salaries in the Department, to ensure that salaries are equitable.

Review of Board Requests

- Provide a report of the salaries of Department physicians and a report on overall salaries
- School COVID messaging
- Wish list for currently unbudgeted items or programs
- Re-send link to Deputy Director position
- Register additional member(s) for NALBOH annual conference

CIVIL SERVICE BOARD

Request to Schedule a Public Hearing Requesting Change to the Pay Plan Regarding Interpreter Series

Jim Diamond requested a public hearing be scheduled on August 12, 2021, in regard to the Department's Interpreter Series (Attachment V).

Chair Jahangir made a motion to schedule a public hearing on August 12 regarding the Department's Interpreter Series. Mr. Frederick seconded the motion, which passed unanimously.

Request for Exception to Civil Service Rule 4.10

Jim Diamond requested an exception to Civil Service Rule 4.10 to provide appropriate compensation to Ms. Lester in accordance with Chair Jahangir's arrangement.

Mr. Frederick made a motion to approve the requested exception to Civil Service Rule 4.10, up to 12 months. Dr. Smith seconded the motion, which passed unanimously.

Personnel Changes

Mr. Diamond referred to the June 2021 Personnel Changes, which were unremarkable.

Next Regular Meeting

The next regular meeting of the Board of Health is scheduled to be held at 4:00 p.m. on Thursday, August 12, 2021 in the Board Room (third floor) at 2500 Charlotte Avenue, Nashville, TN, 37209.

The meeting adjourned at 5:50 p.m.

A. Alex Jahangir, MD, MMHC, FACS Chair

From: "Jahangir, A. Alex" < alex.jahangir@vumc.org>

Date: Monday, July 12, 2021 at 11:35 AM

To: "Derrick.Smith@nashville.gov" < Derrick.Smith@nashville.gov > Subject: Proposed contract for Dr. Wright- DO NOT RESPOND

Dear fellow Board members (blind cc),

At the meeting Thursday, I will present to you a proposed contract to instill Dr. Wright as the director of Health. The base of the contract is the exact contract that we executed for Dr. Caldwell, but several adjustments were made by Dr. Wright, as well as, Derrick Smith from Metro legal. I present this contract to you with some background below so that you can have time to review and think about it before the board meeting. I have not provided any of my thoughts about the proposed changes and ask that you do not respond to this email with any questions to preserve the process. At the board meeting we will have the time to discuss, make amendments if needed, and then vote on the contract.

Changes noted in the contract are as follows:

Section 3

Dr. Wright is asking for a salary of \$235,000 annually. His current salary is \$227,546.18. As reference Dr. Caldwell was making \$227,250.00 when he left and the maximum salary allowed for Director pay in the DP03 pay grade is \$275,887.15.

Subsections

- (1) Dr. Wright is also asking that he receive any pay increases granted to other metro employees.
- (4) Dr. Wright does not want any additional days off at the execution of this contract (Dr. Caldwell received 10). Dr. Wright would like to accrue 2 days of annual leave per month (currently he gets 1.5 days/month)

Section 4

Dr. Wright would like this contract to run for 4 years with the option to renew annually there after.

Section 5

After the situation with Dr. Caldwell, Derrick Smith of Metro Legal has added this language that would allow either party the ability to terminate this contract **without** cause with a 60 day written notice. Previously the board had no ability to do this while the director could terminate the contract at his or her will. This will make it more easy for us to move forward if there are any issues such as what presented with Dr. Caldwell where our options to terminate the contract were limited. Dr. Wright is in agreement with this language.

In addition to voting for the contract for Dr. Wright, you will see on your agenda as item 2 of the civil service board meeting " Request for Exception to Civil Service Rule 4.10". This motion which $\mathop{\text{Jim}}$ Diamond will present will request that the Board temporarily (five months, through December 31) amend MPHD Civil Service Rule 4.10.A. Assuming we approve Dr. Wright's contract, we can no longer have co-directors per civil service rules. It is however very important for me that we make sure Mrs. Lester remains in the department in a manner that recognizes the important role she has and will continue to play in the department. This rule will allow for the unique nature of the role that Mrs. Lester will be filling during this time – transition out of the dual director system, but remaining a senior leader in the department and partner to Dr. Wright. This will ask the Board to set Mrs. Lester's pay rate (annualized) at the top of the Deputy Director pay range = \$201,049.96 which is consistent with her current salary. This is situation is exactly as Mrs. Lester desires allowing her to stay on with the department for the rest of the year at the salary she is currently at which also has positive implications for her pension. During the next 5 months she will help Dr. Wright and also onboard a new deputy director. Furthermore, this arrangement will allow us to hire a deputy director before Mrs. Lester leaves which allows that person to be mentored by Mrs. Lester. As noted Mrs. Lester is in agreement with these terms.

Thank you for taking the time to review this. Glad to discuss further at the board meeting.

Thanks-Alex

CONTRACT BETWEEN

MICHAEL C. CALDWELLGIll C. Wright, III, M.D., FAAFP, MMM, 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 _______, 20210, by and between Michael-Gill C. Caldwell-Wright, III., M.D., M.P.H., FAAFP, MMM (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 searchserving well as Interim Chief Medical Director for over seven (7) months, the Board has selected Gill C. Wright, III, M.D., FAAFP, MMM-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.

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SECTION 2. RESPONSIBILITIES OF CHIEF MEDICAL DIRECTOR OF HEALTH.

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

- 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.
- 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 TwentyThirty-Five Thousand and No/100th Dollars (\$2325,000.00) per year. The Metropolitan Government shall pay this sum in appropriate increments pursuant to its regular pay periods.

- The Director shall be entitled to additional annual pay increases equal to the percentage of open range increases for other mMetro employees (in addition to the cost of living increases set forth below) as may be authorized by the Board.
- 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-two (24) 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 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.

Commented [JAA1]: Derrick, please review Dr. Wright's request. Is it better to leave it as it was?

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- 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.
- 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 fourforty-eight (2448) months from March August 19, 20210 through March 11July 31, 20252 both dates inclusive, and may be Renewed for up to an two (2) additional one (1) year term at the mutual election of the parties confirmed by written notices.

SECTION 5. TERMINATION.

- 1. Termination<u>by the Board</u>. The Board may only terminate this Agreement for cause immediately upon notice to the Director. For the purposes of this Agreement, "cause" shall mean:
 - 1. Fraud, misappropriation, or embezzlement;
 - Being convicted of or pleading guilty or nolo contendere to any misdemeanor involving moral turpitude or any felony;
 - 3. Violation of Director's duty of loyalty to the Board;
 - 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 nonperformance from the Board; or
 - 5. 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 Either party—may terminate this Agreement without cause upon sixty (60) days' prior written notice to the other party 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.

Commented [SD(2]: Charter Section 10.105 limits to five (5) years the period that a chief medical director's employment contract may cover. \$8 months plus 1 year reaches the limit. After 5 years, the Board of Health, then Council would need to approve an extension.

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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.

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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.

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| THE DIRECTOR |
|--|
| Michael Michael Gill C. Caldwell Wright, III., M.D., FAAFP, MMM., 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 DAVIDSO 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: |
| |

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Date: _____

ELC ENHANCING DETECTION FUNDS

July 15, 2021

Jim Diamond, MBA Bureau Director, Finance and Administration



Basic ELC Funding Information

- ELC Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)
- ELC Enhancing Detection is a supplemental grant meant to directly address the COVID-19 Pandemic
- These funds expire July 31, 2023

Allowable Costs

- Personnel
- Indirect Costs
- Travel
- Equipment
- Supplies
- Shipping/Postage

Allowable Costs - Continued

- Printing/Duplicating
- Computer related items
- Costs associated with quarantine/isolation
- Costs associated with operating alternate/pop-up testing sites
- Testing of uninsured
- Costs associated with educating the public on personal health behaviors and choices

Unallowable Costs

- Research
- Delivery of clinical care
- Lobbying
- Vaccines

Current Funding Structure

Fiscal Year

- 2020 \$43,200
- 2021 \$7,974,800
- 2022 \$12,119,700
- 2023 \$5,948,700

Nashville Davidson County Health Department - Epidemiology and Laboratory Capacity for Infectious Diseases (ELC), Enhancing Detection and Public Health Emergency Preparedness (PHEP) Base Activities

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning March 16, 2020, and ending June 30, 2023.

| Object Line-item Reference | EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable) | GRANT CONTRACT | GRANTEE MATCH ³ | TOTAL PROJECT |
|----------------------------------|--|-----------------|----------------------------|-----------------|
| 1 | Salaries ² | \$3,043,500.00 | \$0.00 | \$3,043,500.00 |
| 2 | Benefits & Taxes | \$1,093,900.00 | \$0.00 | \$1,093,900.00 |
| 4, 15 | Professional Fee/ Grant & Award ² | \$6,943,400.00 | \$0.00 | \$6,943,400.00 |
| 5 | Supplies | \$2,866,400.00 | \$0.00 | \$2,866,400.00 |
| 6 | Telephone | \$231,500.00 | \$0.00 | \$0.00 |
| 7 | Postage & Shipping | \$620,000.00 | \$0.00 | \$620,000.00 |
| 8 | Occupancy | \$0.00 | \$0.00 | \$0.00 |
| 9 | Equipment Rental & Maintenance | \$650,000.00 | \$0.00 | \$650,000.00 |
| 10 | Printing & Publications | \$1,470,000.00 | \$0.00 | \$1,470,000.00 |
| 11, 12 | Travel/ Conferences & Meetings ² | \$220,000.00 | \$0.00 | \$0.00 |
| 13 | Interest ² | \$0.00 | \$0.00 | \$0.00 |
| 14 | Insurance | \$0.00 | \$0.00 | \$0.00 |
| 16 | Specific Assistance To Individuals ² | \$820,000.00 | \$0.00 | \$0.00 |
| 17 | Depreciation ² | \$0.00 | \$0.00 | \$0.00 |
| 18 | Other Non-Personnel ² | \$0.00 | \$0.00 | \$0.00 |
| 20 | Capital Purchase ² | \$3,700,000.00 | \$0.00 | \$0.00 |
| 22 | Indirect Cost (% and method) | \$4,427,700.00 | \$0.00 | \$0.00 |
| 24 | In-Kind Expense | \$0.00 | \$0.00 | \$0.00 |
| 25 | GRAND TOTAL | \$26,086,400.00 | \$0.00 | \$26,086,400.00 |

Directors' Update to the Board of Health July, 2021

Protecting Health – Preventing the Spread of Infectious Disease COVID

Vaccinations

Vaccinations continue at the drive-through location at 2491 Murfreesboro Pike. We have two community strike teams, and begun homebound vaccinations, and are adding COVID shots at our clinics.

We have given a total of 5,782 vaccines at the drive-through. The strike teams held 77 events and gave 1,950 vaccines in June. The homebound vaccinations are provided on Tuesdays and Thursdays, averaging six visits per day. As of this week the clinic vaccinations are offered daily at Lentz, Woodbine and East.

Non-COVID Vaccinations: Back to School

Among the many things disrupted over the past year were regular childhood vaccinations. We are extending hours for Back to School vaccinations in an effort to make up some of that ground. East will stay open until 6:30 on Wednesdays; Lentz until 6 p.m. on Tuesdays and Thursdays; and Woodbine until 5:30 on Mondays, Tuesdays, and Wednesdays and 6:30 p.m. on Thursdays.

Improving Health – Access & Care Coordination

WIC

Lori Volpe recently became our new WIC clinic manager at the South Nutrition Center. WIC is planning to participate in the Plaza Mariachi Back to School event to be held July 31st.

Dental

The School-Based Dental Prevention Program has returned to treating children in schools. They are a part of the Promising Scholars Summer Program and are providing dental sealants, fluoride varnish, SDF, education, goodie bags with toothbrushes & toys, oral health information for their families, and referrals for severe cases and those children in pain. We hope to gain permission to fully return to schools at the start of the 2021-2022 school year in August.

School Health

Promising Scholars has ended, and we are finishing up with ESY (Extended School Year) for exceptional education students. School Health supervisors are preparing for the upcoming school year.

Improving Health – Community Partnerships

In the last week of this month we will participate in the third annual Red Sand project to raise awareness of human trafficking.

SNAC will be July 27th; East on the 28th, Lentz on the 29th and Woodbine on the 30th.

Health Equity

The 2021 Health Equity report is included in the board packet for your review.

Organizational Updates

Public Health Accreditation

The department's progress for submitting the required documentation to the Public Health Accreditation Board is on track. We continue developing documentation for two measures. For all other measures we are engaged in the documentation review process and expect to submit all final measures in August.

Strategic Plan

The discussion and comments regarding the strategic plan at the June Board of Health meeting were centered around the following:

- 1. Opportunities around Behavioral Health The funding for the Behavioral Health Crisis Response Initiative was granted after we completed the strategic plan. However, we will give updates on the progress of the initiatives to the Board as they become available. As we meet with the program directors and managers of the department, action plans and metrics for monitoring our progress towards the goals and objectives will be identified and put into the Operational Plan which is a companion document to the Strategic Plan.
- 2. The Opioid Program did not emerge as a strength in the SWOT analysis due to the NACCHO process that was used in developing the analysis. Only the top 3-4 items voted by four teams that worked on this part of the plan were listed in the analysis. While it was a part of the list of strengths for the department, it didn't make the cut. We recognize that the Opioid Program has made great achievements in improving the response to overdoses and providing information about the demographics through surveillance. Ultimately, we would want to go upstream to have an impact on primary prevention of usage. Budget resources were listed as a weakness prior to the knowledge of increased funding for the department for FY22.
- 3. Currently we have several employees that assist pregnant women with TennCare enrollment and one employee with several volunteers that assist with ACA enrollment. We received a grant in June that will afford us the ability to utilize the services of Community Health Workers to direct families to resources needed for access to health care and enrollment in the ACA.
- 4. Our Workforce Development Plan, which will include talent retention, will be available during the September or October Board Meeting for review.
- 5. Housing issues which are a part of social determinants of health are currently a part of the Mayor's Initiatives around Affordable Housing. We have a staff member that has a vested interest in affordable housing for pregnant women and their families and has worked with the Barnes Funds to obtain agreements for units for her clients. We will continue to work with the Mayor's office through our Bureau of Diversity, Equity and Inclusion to form our operational plan for housing.

Since the plan is not a static document but is based on the department's response to ever-changing community issues and needs, we will use a process to update and/or amend it. We will continue to keep your concerns at the forefront for monitoring, as well as considerations in developing the action plan.

Environmental Health Personnel Changes

Pam Wilson has been promoted into the Health Manger 2 position vacated by Steve Crosier's retirement. Pam will serve as the Director of the Food and Public Facilities Division. She began her career at MPHD as a field environmental health specialist in the Food Division and worked as a consultant and training officer for TDH. Since her return to MPHD, Pam has served as the Deputy Director of the Food and Public Facilities Division. Interviews are under way for the Health Manager 1 position that became vacant upon Pam's promotion.

Jay Dihonov left the Pest Management Division for a position as the Southeast Manager for a national pest control company. Jay is an expert in pest management field operations and technology, so it will be a challenge to find a replacement with comparable experience and expertise.



Opioid/Overdose Response and Reduction Program (OORRP) Division of Behavioral Health and Wellness

GRANTS

- U.S. DOJ Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) Grant
- TDH-CDC High Impact Area (HIA) Grant

INTERVENTIONS AND ACTIVITIES

corresponding prevention categories included on page 2

Overdose Fatality Review (OFR) Panel

- Seeks to examine and understand the circumstances surrounding fatal drug overdoses occurring in Davidson County.

ED Post-Overdose Discharge Protocol

- Initiative seeks to improve care through the use of peer recovery navigators, naloxone distribution, harm reduction strategies, and medically-assisted treatment (MAT).

Nashville Fire Department Post-Overdose Follow-Up

- Implementation began in early January 2021.

Substance Use Linkage by OORRP Social Worker

- Implementation began in November 2020. Activities include linking MPHD clinic patients with substance use disorder to available resources.

Data-to-Action with Local Prevention Partners

- Collaborating with prevention partners for targeted response to high-activity areas.

Data-to-Action with Local Homeless/Housing Partners

- Currently collaborating and implementing data-to-action activities with local homeless/housing partners surrounding the overdose crisis.

Fentanyl Test Strip Distribution

- Via collaboration with the Office of the District Attorney and Metro Nashville Police Department, possession of fentanyl test strips (FTS) will not be prosecuted as a drug paraphernalia charge unless posession is accompanied with possession of additional drugs in Davidson County.

**SPIKE Auto Text Program

- Implementation by OORRP began in July to alert the public of spikes in fatal/nonfatal drug overdose activity occurring in the county.
- Program activated on July 16 due to acute increase in fatal drug overdoses occurring over a 24-hour period in the county.

**HIA Multidisciplinary Stakeholder Group

- Inaugural quarterly meeting held in July involving stakeholders from multiple sectors aimed at mitigating the local drug overdose crisis. Next meeting slated for October.

COMMUNITY EVENTS

- **Community Awareness Event June 5, 2021
- Hosted by The Romello A. Marchman (R.A.M.) Foundation in partnership with Nashville Prevention Partnership, Street Works, and OORRP to hand out naloxone kits and fentanyl test strips.

**Madison Community Event - July 1, 2021

- Hosted by the Metro Nashville Police Department Madison precinct and included substance abuse resources and information.

MEDIA

**WKRN News 2 "24-hour fatal overdose spike highlights Metro's uphill battle against deadly drugs, including fentanyl" - July 2021

https://www.wkrn.com/news/24-hour-fatal-overdose-spike-highlights-metros-uphill-battle-with-deadly-drugs-including-fentanyl/

**WSMV Channel 4 "Metro Health concerned about spike in overdose deaths" - July 2021

https://www.wsmv.com/news/davidson_county/metro-health-concerned-about-spike-in-overdose-deaths/article_7a97f844-e993-11eb-9698-63165238832f.html

**FOX 17 WZTV "ADDICTED: Nashville text alert system helps experts keep an eye on overdose spikes" - July 2021

https://fox17.com/news/addicted/addicted-nashville-pilot-program-works-to-alert-public-of-overdose-activity-opioid-crisis

**Social Media Panel - August 2021

- Panel will include subject matter experts to interface with the community and discuss the drug overdose crisis.



Prevention Categories for Activities/Interventions Conducted by OORRP

The Opioid/Overdose Response and Reduction Program is involved in both actively implementing and supporting a multitude of community activities and interventions aimed at addressing all levels of prevention (primary, secondary, and tertiary). This ensures our program is applying a comprehensive approach which involves mitigating the currently burgeoning local drug overdose crisis while aiming to prevent substance use/addiction before it ever occurs.

Activity/Intervention

Overdose Fatality Review (OFR) Panel - primary, secondary, tertiary

ED Post-Overdose Discharge Protocol - primary, secondary, tertiary

HIA Multidisciplinary Stakeholder Group - primary, secondary, tertiary

Nashville Fire Department Post-Overdose Follow-Up - primary, secondary, tertiary

Substance Use Linkage by OORRP Social Worker - primary, secondary, tertiary

Data-to-Action with Local Prevention Partners - primary

Data-to-Action with Local Homeless/Housing Partners - primary

Fentanyl Test Strip Distribution - primary, secondary

SPIKE Auto Text Program - primary, secondary

Drug Overdose Monitoring and Surveillance - primary, secondary, tertiary

Syringe Services Program (SSP) - primary, secondary

Definitions

Primary Prevention: "upstream" measures that prevent the onset of illness before the disease process begins. Immunization against infectious disease is a good example.

Secondary Prevention: measures that lead to early diagnosis and prompt treatment of a disease. Breast self-examination is a good example of secondary prevention.

Tertiary Prevention: involves the rehabilitation of people who have already been affected by a disease, or activities to prevent an established disease from becoming worse.



Data and Surveillance

Suspected Fatal Drug Overdoses

- Through July 31, there have been 417 drug overdose deaths (confirmed and suspected) in 2021 (+7% compared to the same time period last year).
- Fentanyl has been detected in 74% of overdose-related toxicology reports in 2021 (78% in 2020).

Drug Overdose-related Emergency Department (ED) Visits

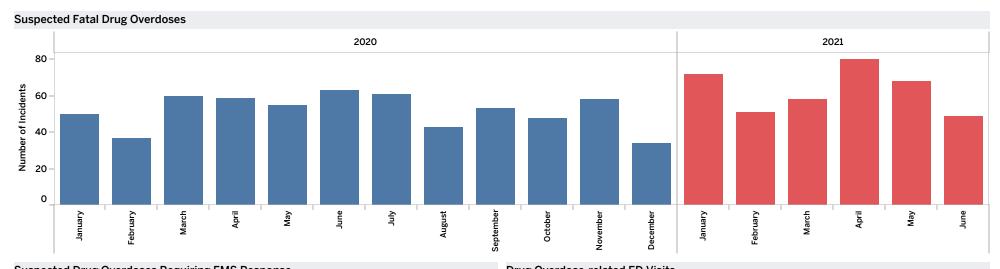
- There have been 1,506 overdose-related ED visits at local hospitals in 2021 (-5% compared to the same time period last year).

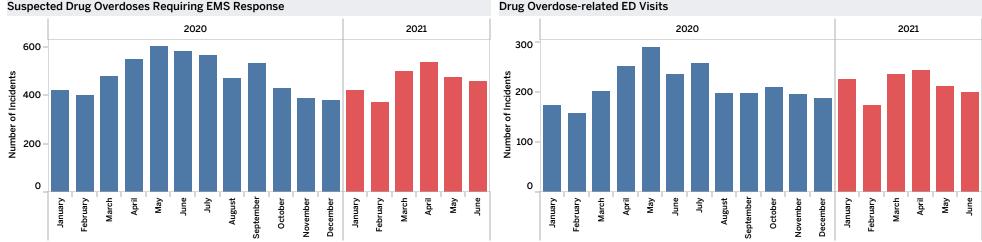
Suspected Drug Overdoses Requiring EMS Response

- There have been 3,283 suspected overdoses requiring EMS response in 2021 (-10% compared to the same time period last year).

**Syringe Containers Collected in the Community

- Through June, there have been 880 syringe containers collected by the Metro Public Health Department in 2021 (+74% compared to the same time last year). Each syringe container in estimated to collect between 400 and 430 1cc syringes.







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Metro Public Health Department Website **recently updated**

Drug Overdose Information

https://www.nashville.gov/departments/health/drug-overdose-information

Data Sources

Suspected Fatal Drug Overdoses

Death Investigation and Decedent Information (DIDI) Database (maintained by the Davidson County Medical Examiner (DCME))

Nonfatal Drug Overdose ED Visits

ESSENCE-TN

Suspected Drug Overdoses Requiring NFD-EMS Response

Nashville Fire Department Emergency Medical Services (NFD-EMS)

Notes

Data presented in this report were extracted on August 4, 2021 and are provisional. There may be additional fatal/nonfatal drug overdoses reported over this time period in subsequent reports as incidents that occurred from May 2021-July 2021 are not yet finalized. Suspected drug overdose deaths captured in the DIDI database represent deaths under DCME jurisdiction and do not necessarily indicate Davidson County residency status of the decedent.

If you have information on unusual overdose activity, please contact the Opioid/Overdose Response and Reduction Program

Opioid.Response@nashville.gov | 615-340-0498

NATIONAL FEDERATION OF HUMANE SOCIETIES BASIC ANIMAL STATS MATRIX (vrs 9-2012)

IMPORTANT NOTES FOR THE BASIC DATA MATRIX

Introduction to the Basic Matrix:

This basic matrix was designed to serve as a tool for basic data collection. It is a simple matrix containing what many (including Asilomar, ASPCA, National Federation, American Humane, UC Davis, Maddies Fund, PetSmart Charities and HSUS) have agreed are the minimum data points (along with definitions) an organization should gather. Whether organizations already gather a great deal of data or have only gathered the basics, this matrix should facilitate the roll up or merging of data at the local, regional or national level by providing a common framework. This matrix does not reflect any preference in data analysis or the calculation of rates but is rather simply a tool for data collection.

Tracking by Species and Age:

The risks associated with being an adult dog, puppy, adult cat or kitten (or neonate of any kind) in a shelter environment will vary a great deal. To help shelters assess and understand the differing risks for these populations of animals, this basic animal stats matrix includes a break out by species and age. If tracking statistics broken out by species and age is beyond the capacity of an agency, simply tracking statistics by species would be a place to begin. This document defines puppy and kitten as under 5 months of age (see below: Determining Age). Again – given the differing level of risk – breaking age down further to include a neonate category for both dogs and cats can also be very informative.

Determining Age:

This basic matrix utilizes 5 months as the break point between puppy/kitten and adult. At or near 5 months of age there are changes in the teeth which can help guide trained staff regarding proper categorization of the animal. For cats, at 4-5 months of age permanent canines, premolars and molars are coming in (all in by 6 months of age). For dogs, at 5-7 months of age permanent canines, premolars and molars are coming in (all in by 7 months of age). Source: "How to . . . series" from Animal Sheltering,

http://www.animalsheltering.org/resources/magazine/may_jun_1996/how-to-determine-a-dog-or.pdf or contact the National Federation of Humane Societies for a copy of the document.

Beginning and Ending Shelter Counts:

These numbers help frame the population of the animals sheltered and cared for by the organization. We are recommending that a shelter do a walk through – physically counting the animals sheltered within the organization, and not forgetting to count those animals who have been admitted but who are not currently within the shelter (foster care, in the care of a veterinary hospital, etc).

Defining Owner Requested Euthanasia:

Some shelters offer pet euthanasia to the public as a service whose cost may be subsidized and therefore more affordable than local veterinary clinics, thus ensuring access to this service. Defining when euthanasia should be recorded as "at the request of the owner", or not, is the subject of much discussion.

For the purposes of this document, we are choosing to define owner INTENDED euthanasia as the euthanasia of a pet whose owner brought the pet to the shelter for that service. In other words, the owner brought the pet in specifically for that service – it was their intent before arriving

Any other definition of "owner requested" euthanasia leaves much up to interpretation and therefore a great deal of variation among organizations and their reporting. We believe the simplicity of this definition helps to ensure consistent application and record keeping.

Live Admissions Only

For the purposes of this matrix we are tracking LIVE admissions only, i.e. animals who are alive when they come into an agency's possession. Animals who are dead when taken in to an agency's possession may be a data point to track, but that information is not tracked by this matrix.

What is Possession?

"Adoption" and "Transferred to another Agency" both make reference to possession. The primary concept here is one of ownership. For example, in foster care, the agency still has possession or ownership. If adopted or transferred to another Agency, possession is now with the new owner, or with another Agency.

Where are the "Others"?

This basic data matrix focuses on canines and felines. Many organizations also provide extraordinary services for other pets (pocket pets, rabbits, ferrets) and animals (wildlife), and that good work is not captured here.

Why a Basic Matrix?

This basic matrix was designed to serve as a tool for data collection. It is a simple matrix containing what many have agreed are the minimum data points an organization should consider gathering. By agreeing to this basic matrix - we hope organizations will gather AT LEAST this data, or if an organization all ready gathers a great deal of data, that they will consider rolling up their data into this format to help facilitate (if individual agencies are interested) data collection at a local, regional or national level, which would allow participating agencies to benchmark their work against similar agencies around their region or the nation. This matrix does not reflect any preference for the variety of live release rates used in animal sheltering and welfare. Most rates, other than full Asilomar which requires a conditions matrix, should be able to be calculated from the data points included.

NATIONAL FEDERATION OF HUMANE SOCIETIES

BASIC ANIMAL STATS MATRIX (vrs 9-2012)

| Species | Canine | | Felilne | | Total |
|---|--------|----------------|---------|----------------|--------|
| By Age | Adult | Up to 5 months | Adult | Up to 5 months | |
| Beginning Animal Count (date: 07/01/2021) | 86 | 16 | 42 | 78 | 222 |
| Intake | | | | | |
| Stray at large | 222 | 44 | 49 | 70 | 385 |
| Relinquished by owner | 15 | 6 | 3 | 5 | 29 |
| Owner requested euthanasia | 3 | 0 | 1 | 0 | 4 |
| Transferred in from agency | 0 | 0 | 0 | 0 | 0 |
| Other Intakes | 4 | 3 | 4 | 0 | 11 |
| TOTAL INTAKE | 244 | 53 | 57 | 75 | 429 |
| Outcomes | 75 | 17 | 26 | 92 | 200 |
| Adoption | 75 | 17 | 26 | 82 | 200 |
| Returned to owner | 104 | 7 | 6 | 1 | 118 |
| Transferred to another agency | 62 | 23 | 10 | 9 | 104 |
| Other live Outcome | 0 | 0 | 0 | 0 | 0 |
| TOTAL LIVE OUTCOMES | 241 | 47 | 42 | 92 | 422 |
| | | T | | T T | |
| Died in care | 0 | 0 | 1 | 0 | 1 |
| Lost in care (Physical inventory adjustments) | 0 | 0 | 0 | 0 | 0 |
| Shelter Euthanasia | 11 | 0 | 7 | 4 | 22 |
| Owner requested euthanasia | 3 | 0 | 1 | 0 | 4 |
| TOTAL OUTCOMES | 255 | 47 | 51 | 96 | 449 |
| Ending Shelter Count (date: 07/31/2021) | 97 | 7 | 30 | 68 | 202 |
| SAVE RATE: | 95.44% | 100.00% | 85.71% | 94.67% | 94.59% |

Summary of Proposed Changes to the Pay Plan of the Metro Public Health Department

1. Change Pay Grade of Cultural/Linguistics Program Supervisor from ST10 Pay Grade to OR05 Pay Grade

Action Requested: Change Pay Grade for Cultural/Linguistics Program Supervisor classification from current Pay Grade of ST10 to Pay Grade OR05

Justification: An internal analysis of the duties and responsibilities of the Cultural/Linguistics Program Supervisor revealed that they were on par with those in the Health Manager 1 classification and the Cultural/Linguistics Program Supervisor should be brought up to the same pay grade to be consistent and equitable.

Impact: MPHD has one employee in the Cultural/Linguistics Program Supervisor classification. Upon approval of the Board of Health, this employee will be placed in the at the base salary of the OR05 pay grade, resulting in a 13.4% increase in salary.

2. Change Pay Grades of Interpreter 1, Interpreter 2, Interpreter 3 positions from ST06, ST07, and ST08 to Pay Grades ST08, ST10, and OR04

Actions Requested: Change Pay Grades of Interpreter 1, Interpreter 2, Interpreter 3 positions from ST06, ST07, and ST08 to Pay Grades ST08, ST10, and OR04

Justification: An internal analysis determined that the work of those in the Interpreter 1 classification was similar in scope to others in the Department in the Program Specialist 2 classification and this action would bring the classification up to the same pay grade. Also, Interpreter positions have often been difficult to fill due to the low salary and requirement that they are or become certified. This action will aid in recruitment and retention of candidates and employees in these classifications.

Impact: Employees in affected pay grades would be elevated to new pay grades. For Interpreter 1 and Interpreter 2 positions, employees will be placed in the closest step to their current classification in the new pay ranges without any decrease. The Department does not have anyone in the Interpreter 3 classification currently.

Interpreter 1 ST06 -> ST08

Interpreter 2 ST07 -> ST10

Interpreter 3 ST08 -> OR04