AGREEMENT

BETWEEN

TENNESSEE DEPARTMENT OF HEALTH

AND

RUTHERFORD COUNTY

This agreement entered into this 1st day of July 2013 between the Tennessee Department of Health, hereinafter referred to as the STATE and RUTHERFORD County.

WHEREAS, it is the conviction of the Tennessee Department of Health that every individual in Tennessee have good health care readily available, and

WHEREAS, it is the purpose of the Tennessee Department of Health to protect and improve the physical health of the State's citizens through the prevention of conditions that may be a threat to good health, individually and collectively, and through the treatment of conditions that have already affected the health of any Tennessean, and

WHEREAS, TCA 68-2-901 provides a means for a State and County effort to accomplish these mutual goals through the delivery of health services through the local health departments.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

A. RUTHERFORD COUNTY AGREES:

1. To appropriate a total of $603,222 for the support of the Rutherford County Health Department in accordance with the attached budget and made a part hereof as EXHIBIT A. This amount consists of:

(a) $474,847 Direct Local funds for which Rutherford County shall not be billed);

(b)$32,094 of Prior Year Savings which are currently on deposit with the Tennessee Department of Health (for which the Rutherford County shall not be billed); and,

(c)$96,281 of appropriations for which Rutherford County shall be billed in accordance with item 3 below.

2. To use revenues generated from the provision of health services toward the support of the County Health Department.

3. To pay the State each quarter, one-fourth of the total funds appropriated for the purposes of this contract as identified in Item 1 (c) above. Payments shall be made upon receipt of billing from the STATE. Payments are to be received by the STATE no later that the last day of the first month of each quarter (i.e., July 31, October 31, January 31, and April 30 respectively).

4. To report all local deposits and local expenditures to the STATE quarterly on forms prescribed by the Division of Fiscal Services of the Tennessee Department of Health.

5. If applicable to submit to the STATE a duly signed and executed city agreement and financial plan (i.e., Work Program).

B. THE STATE AGREES:

1. To provide a total of $3,050,500.00 in support of the Rutherford County Health Department.

2. To amend the financial plan (work program) and agreement as required during FY 13/14 to assure accurate and current expenditure and revenue data.

3. Upon written request, to provide a reporting of all expenditures and revenues relative to the budget to the Fiscal Officer, Rutherford County.

C. BOTH PARTIES AGREE:

1. It is further agreed that the above funds shall be used to pay salary, longevity, fringe benefits, travel, meals and/or lodging and other necessary expenses. The salary and travel, meals and/or lodging payments shall be paid in accordance with State regulations, policies and procedures, and subject to budget availabilities.

2. Budget revisions not requiring or involving funds exceeding the approved budgeted availability may be made by the Regional Public Health Director in accordance with the policy of the Bureau of Health Services and the Bureau of Administrative Services.

3. The term of this agreement will begin July 1, 2013 and shall extend through June 30, 2014.

4. This agreement may be amended in accordance with procedures established by the Commissioner of the Tennessee Department of Health. All amendments must be reduced to writing.

Approved

Regional Public Health Director

County Health Director

Approved

Commissioner , Tennessee Department of Health

Fiscal Officer of Local Appropriating Authority