TENNESSEE DEPARTMENT OF HEALTH
Vendor Party

RUTHERFORD COUNTY
Procuring Party

This memorandum signifies agreement of the above parties concerning the provision of employee services. The agreement is as follows:

1. Vendor agrees to furnish the services of the following employees:

NAME	EMPLOYEE ID	ANNUAL AMOUNT PAID TO STATE
Dana Garrett	00113524	$9,176.00

2. There will be no substitutions or additions to the above list. The employees will perform their regular duties and assignments required of them as adjunct employee(s) of the Rutherford County Health Department.

3. Compensation to the Vendor Party is $ 7,480.00 plus applicable cost of staff benefits not to exceed $1,696.00 Maximum Liability of the procuring party is $9,176.00, provided, however, that should the benefits increase due to an increase of the FICA rate and/or the Retirement rate, the additional expense will be born by the procuring party.

4. Payment of one-fourth of the yearly total will be made by the Procuring Party no later than the 15th day of the first month of each quarter by depositing said money to the Treasurer, State of Tennessee. Payment to employees shall be made by the Vendor Party at the end of each month.

5. The term of this agreement shall be from November 1, 2014 through June 30, 2015 .

6. Contract and compensation terms between the Vendor Party and the above listed employee(s) are the responsibility of the Vendor Party.

7. Either party may terminate this agreement by giving written notice to the other at least ten (10) days before the effective date of termination. In that event, the vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed as of the termination date.

8. During the performance of this agreement both parties warrant that they will not discriminate against any employee or applicant for employment because of race, age, religion, creed, color, sex, handicap, veteran status or national origin. The parties will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, sex, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

9. Should the Vendor Party fail to fulfill in a timely manner its obligations under this agreement or violate any of the material terms of this agreement, the Procuring Party shall have the right to immediately terminate this agreement and withhold payment in excess of fair compensation work completed. Notwithstanding the above, the Vendor Party shall not be relieved of liability to Procuring Party for damages sustained by virtue of any breach of the agreement.

10. This agreement cannot be assigned nor any part of the agreement subcontracted without the written consent of both parties and the written approval of all parties.

DATED THIS _____ DAY OF _____, 2014.

STATE OF TENNESSEE, _____ COUNTY.

APPROVED BY: _____
County Mayor

_____

APPROVED BY: _____
Regional Director Date

APPROVED BY: _____
Division Director Date

TENNESSEE DEPARTMENT OF HEALTH
Vendor Party

RUTHERFORD COUNTY
Procuring Party

This memorandum signifies agreement of the above parties concerning the provision of employee services. The agreement is as follows:

1. Vendor agrees to furnish the services of the following employees:

NAME	EMPLOYEE ID	ANNUAL AMOUNT PAID TO STATE
Uddin Naeem	00101347	$9,032.00

2. There will be no substitutions or additions to the above list. The employees will perform their regular duties and assignments required of them as adjunct employee(s) of the Rutherford County Health Department.

3. Compensation to the Vendor Party is $ 7,360.00 plus applicable cost of staff benefits not to exceed $1,672.00 Maximum Liability of the procuring party is $9,032.00, provided, however, that should the benefits increase due to an increase of the FICA rate and/or the Retirement rate, the additional expense will be born by the procuring party.

4. Payment of one-fourth of the yearly total will be made by the Procuring Party no later than the 15th day of the first month of each quarter by depositing said money to the Treasurer, State of Tennessee. Payment to employees shall be made by the Vendor Party at the end of each month.

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County Mayor

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Regional Director Date

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Division Director Date