

**AGREEMENT
BETWEEN
TENNESSEE DEPARTMENT OF HEALTH
AND
CITY OF FRANKLIN
COF Contract No. 2015-0359**

This agreement is entered into this 1st day of July, 2015, between the Tennessee Department of Health, hereinafter referred to as the STATE and the City of FRANKLIN, Tennessee, hereinafter referred to as the CITY.

WHEREAS, it is the vision of the Tennessee Department of Health to be in the top ten states in the nation for health, and

WHEREAS, it is the mission of the Tennessee Department of Health to protect, promote, and improve the health and prosperity of the people in Tennessee through the prevention of conditions that may be a threat to health, individually and collectively, and through the treatment of conditions that have already affected the health of Tennesseans, and

WHEREAS, Tenn. Code Ann. § 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. THE CITY AGREES:

1. To appropriate a total of Twenty-One Thousand One Hundred Fifty and NO/100 Dollars (\$21,150.00) for support of the County Health Department in accordance with the attached budget and made a part hereof as EXHIBIT A. This amount consists of:
 - (a) One Thousand Five Hundred Sixteen and NO/100 Dollars (\$1,516.00) Direct-Local funds (for which the CITY shall not be billed);

(b) Zero Dollars (\$0.00) of Prior Year Savings which are currently on deposit with the Tennessee Department of Health (for which the CITY shall not be billed); and,

(c) Nineteen Thousand Six Hundred Thirty-Four and NO/100 Dollars (\$19,634.00) of appropriations for which the CITY 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 county funds appropriated for the purposes of this contract as identified in Item 1 (b) above. Payments are to be received by the STATE no later than the last day of the first month of each quarter (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, Tennessee Department of Health.
5. If applicable, to submit to the STATE a duly signed and executed county agreement and financial plan (i.e., Work Program).

B. THE STATE AGREES:

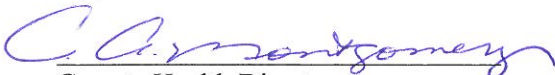
1. To provide a total of One Million Four Hundred Fifty-One Thousand Three Hundred Sixty-One and NO/100 (\$1,451,361.00) in support of the County Health Department.
2. To amend the financial plan (i.e., Work Program) and Agreement as required during FY 15/16 to assure accurate and current expenditure and revenue data.

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

C. BOTH PARTIES AGREE:

1. That the 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, 2015, and shall extend through June 30, 2016.
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:



County Health Director

City of Franklin, Tennessee

Regional Public Health Director

Attest:

Dr. Ken Moore Mayor
Approved as to form by:

Shauna R. Billingsley
City Attorney for the City of Franklin

Commissioner Department of Health

Assistant Commissioner
Community Health Services