



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

## Department of Health

DIVISION OF PUBLIC HEALTH  
Section of Laboratories

Anchorage State Public Health Laboratory  
5455 Dr. Martin Luther King Jr. Ave.  
Anchorage, AK 99507  
Main: (907)334-2100  
Fax: (907)334-2161

Alaska State Virology Laboratory  
1051 Sheenjek Drive  
Fairbanks, AK 99775  
Main: (907)371-1000  
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### MEMORANDUM OF AGREEMENT TO PERFORM SERVICES AS AN INDEPENDENT CONTRACTOR

This agreement is entered into and effective as of 7/1/2022 by and between

\_\_\_\_\_ (Client) and the State of Alaska (Contractor).

Client:

*Name of facility*

*Physical address*

*City, State, Zip code*

Contractor: State Public Health Laboratories  
Division of Public Health  
State of Alaska Department of Health  
5455 Dr. Martin Luther King Jr. Ave.  
Anchorage, AK 99507  
Phone: (907) 334-2100  
Tax ID#: 926001185

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1051 Sheenjek Dr.  
Fairbanks, AK 99775  
Phone: (907) 371-1000

In consideration of mutual undertakings and agreements hereinafter set forth, the Client and the Contractor enter into this agreement, including the following terms and conditions:

1. Throughout the term of this agreement, and unless terminated in accordance with paragraph 10 below, the Contractor agrees to provide services as detailed in any appendices following this document, and the Client agrees to the schedule of rates and fees, as well as the terms of all payments to be made, as set forth in said appendices.
2. Unless there is a need to perform services on the Client's premises, all work is to be completed at the Contractor's place of business, or any other location that the Contractor deems appropriate.
3. The Contractor is responsible for supplying all tools and/or materials necessary for the successful completion of the project, except as such additional supplies as might be agreed upon by both parties. In addition, the contractor shall take all necessary precautions to store all materials and equipment in a safe and appropriate manner.
4. The Contractor agrees to indemnify the Client and hold it harmless against any and all claims, actions, demands, damages, or liabilities for personal injury, death, or property damage, arising from the Contractor's negligence.

5. The Contractor is free to execute tasks ancillary to the project in the order and/or sequence the Contractor deems best for accomplishing the tasks assigned. The Contractor is required to submit verbal progress reports to the Client, as necessary, with respect to the performance of the project.
6. The Contractor is NOT required to perform the services personally. The Contractor is free to hire, supervise and pay Contractor assistants to aid in the performance of contract services. However, in the event that the Contractor chooses to hire additional workers, all employment taxes (including FICA and FUTA), including income tax withholding, and social security contributions shall be the sole responsibility of the Contractor.
7. Nothing in this contract shall be construed to require exclusive work for the Client; the Contractor may perform similar work for others within the specified period.
8. The Client does not have authority to discharge the Contractor without just cause. However, the absence of the right to discharge in no way limits the Client's right to receive full performance of the contract and/or damages for breach of contract.
9. The Contractor does not have the right to terminate the relationship, absent good cause. However, the absence of the right to terminate in no way limits the Contractor's right to full performance of the contract and/or damages for breach of contract.
10. In the event that the terms of this contract are breached by any of the parties, this agreement may be terminated at the option of the non-breaching party. Notice of such termination shall be given, either personally or via certified mail, and sent to the last known address of the breaching party. However, termination of the agreement shall not limit the recourse of the non-breaching party in seeking damages.
11. All rights pursuant to this agreement shall end upon completion of the project or closing of the term period, whichever may occur first. If the terms and conditions of this agreement are not fully met, the rights of the parties shall remain enforceable.
12. The Contractor is responsible for invoicing the Client. To be paid promptly, invoices will be submitted via USPS by the 15th of each month for the previous month's testing. The Contractor's fiscal year ends on each June 30<sup>th</sup>. All billing related to work completed by June 30<sup>th</sup> must be submitted to the Client by the following July 15<sup>th</sup>.
13. Each party shall comply with all federal, state and local laws, regulations, executive orders, federal guidance, and ordinances applicable to such party in connection with this agreement. The parties hereby agree to comply at all times with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including without limitation holding all individually identifiable patient health information (i.e., protected health information) that may be shared, transferred, transmitted, or otherwise obtained pursuant to this agreement strictly confidential and to use and/or disclose such information only as permitted under HIPAA.
14. The Contractor agrees that all testing personnel, general supervisors, and technical supervisors meet the educational and experience requirements outlined by the Clinical Laboratory Improvement Amendments of 1988 for high-complexity laboratories. Contractor facilities are and shall remain duly compliant as a high-complexity laboratory under applicable federal, state, and local laws. The Contractor agrees to provide copies of evidence of compliance upon request from the Client.

\_\_\_\_\_  
 Name  
 Title  
 Client

Date: \_\_\_\_\_

\_\_\_\_\_  
 Jayme Parker, HCLD(ABB), PhD, MSPH, MB(ASCP)<sup>CM</sup>  
 Laboratory Director  
 State of Alaska Public Health Laboratories

Date: \_\_\_\_\_

## APPENDIX A

**Purpose:** The Contractor shall provide selected testing to the Client as well as collection supplies.

**Scope of Work:** Perform and report results of selected testing on appropriately collected patient specimens using appropriate qualitative and/or quantitative diagnostic assays.

**Deliverable results will include:** All results will be distributed in a HIPAA-compliant manner.

**Period of Performance:** 7/1/2022 to 6/30/2023 testing dates

**Terms:** This contract is made for a fee listed in the table below or by the current federal reimbursement rate for the CPT code(s) listed below (<https://www.cms.gov/medicare/medicare-fee-service-payment/clinical-laboratory-fee-schedule-files/21clabq3>). The Client will be billed monthly for patient testing submitted by the Contractor.

Test	CPT Code	Price per Test
Measles PCR	87798	\$35.09
Mumps PCR	87798	\$35.09
Herpes I & II	87529	\$35.09
Respiratory Pathogen Panel (RPP)	87633	\$416.78
<i>Trichomonas vaginalis</i> NAAT	87661	\$25.00

Billable Address (invoices to be sent to):

*Name of facility*

*Name/Responsible Party*

*Billable address*

*City, State, Zip code*