

This agreement is entered into and effective as of **Insert Date** by and between **New Client (Company)** and **State of Alaska (Contractor)**.

Company: **New Client**
123 Alaska Way
Anywhere, AK 99501
(907) 123-4567

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

In consideration of mutual undertakings and agreements hereinafter set forth, the Company 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, Contractor agrees to provide certain services as detailed in Appendix A and Company agrees to the schedule of rates and fees, as well as the terms of all payments to be made, as set forth in Appendix A.
2. Unless there is a need to perform services on the Company'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. 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. Contractor agrees to identify Company and hold it harmless against any and all claims, actions, demands, damages, or liabilities for personal injury, death, or property damage, arising from Contractor's negligence.
5. The Contractor is free to execute tasks ancillary to the project in the order and/or sequence s/he deems best for accomplishing the tasks assigned. The Contractor is required to submit verbal progress reports to the Executive Director or their designee, as necessary, with respect to the performance of the project.
6. The Contractor is NOT required to perform the services personally: s/he is free to hire, supervise and pay her/his own 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 Company; the Contractor may perform similar work for others within the specified period.
8. The Company does not have authority to discharge the Contractor without just cause. The absence of the right to discharge, however in no way limits the Company's right to 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 quit 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. 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 Company. 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 30th. All billing related to work completed by June 30th must be submitted to the Company by the following July 15th.

Name
Business/Laboratory Manager
Company

Date: _____

Bernd Jilly
Laboratory Director
Alaska State Public Health Laboratory

Date: _____

APPENDIX A

Purpose: Provide APTIMA® Trichomonas vaginalis testing to the Company.

Scope of Work: Perform *Trichomonas* testing on appropriately collected patient specimens using nucleic acid amplification technology and report results of this testing.

Deliverable results will include: Contractor will phone/fax positive patient test results each week and a written report will be sent the following day. Contractor will send a written report on negative and equivocal patient test results the day following completion of testing.

Period of Performance: July 1, 2018 – June 30, 2019 testing dates.

Terms: This contract is made for a fixed fee of \$25.00 per test for a total maximum of 5,000 tests per state fiscal year. Company will be billed monthly for all patient testing submitted.