

**Memorandum of Understanding – Laboratory Support
Between the
Tennessee Public Health Laboratory
Tennessee Department of Health
And the
Bureau of Clinical Laboratories
Alabama Department of Public Health**

This Memorandum of Understanding entered into by and between the **State of Alabama, Department of Public Health**, hereafter, "Department," and the **Tennessee Department of Health**, hereinafter referred to as "Contractor," is effective April 1, 2009, and terminates April 1, 2014.

WHEREAS, State Public Health Laboratories have multi-functional roles in providing analytical support to a variety of environmental and clinical programs, and sharing a common mission, a working relationship and mutual support in times of need between the Tennessee Public Health Laboratory and other public health laboratories is crucial;

WHEREAS, with added concerns for Homeland Security it is clear that an event of crisis proportions could occur that would require the combined capability and capacity found within both states;



WHEREAS, this Memorandum of Understanding (MOU) between the Tennessee Public Health Laboratory and the Alabama Bureau of Clinical Laboratories is designed to affirm a more formal assurance of mutual support and partnership in the event such a crisis should occur. This agreement provides for sample analysis support of clinical and environmental samples of suspect organisms and/or scientific expertise as capabilities and capacities allow;

THEREFORE, these premises considered, the parties hereto agree to be bound as follows:

a) in the event of a severe disruption of analytical services or an emergency situation such as a Biological or Chemical Terrorism Event, either party may request specific support as needed; b) the partner Public Health Laboratory will offer assistance within its capacity and continue this support until the need is no longer present; c) the parties to this MOU agree that no compensation will be paid or required for any services rendered pursuant to this MOU; and d) nothing in this agreement requires either the Alabama Bureau of Clinical Laboratories or the Tennessee Public Health Laboratory to enter into a contract, assistance agreement, or cooperative agreement.


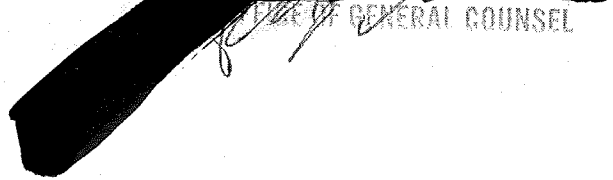
This Memorandum of Understanding may be canceled at any time by either party by giving a thirty-day written notice to the other party.

 4/2/09  3/23/09
Date Date
Charles Woernle, M.D., Interim Director Bureau of Clinical Laboratories David Smalley, Ph.D., Director Tennessee Laboratory Services

 7/06/09  3-24-09
Date Date
Donald E. Williamson, M.D. State Health Officer for Alabama Susan R. Cooper, MSN, RN, Commissioner Tennessee Department of Health

APPROVED AS TO FORM AND COMPLIANCE WITH APPLICABLE RULES AND REGULATIONS DEPT. OF PUBLIC HEALTH

APR 03 2009

OFFICE OF GENERAL COUNSEL