## On page 2 of the Proposed Memorandum of Understanding (MOU) for Third-Party Laboratory Assessors, add clarifying language in the first paragraph of the Provider Eligibility section as follows:

## Eligibility for the Provider to assess California laboratories as an approved Third-Party Laboratory Assessor Body is contingent upon continual recognition by TNI, the United States Department of Defense, and/or the United State Department of Energy to accredit laboratories to the **~~2016 TNI environmental laboratory standard~~ TNI Standard, Volume 1: Management and Technical Requirements for Laboratories Performing Environmental Analysis (2016)**. Failure to continue to be recognized will nullify this agreement immediately. The Provider shall notify ELAP immediately of any change to its recognition status;

## On page 3 of the Proposed MOU, add clarifying language as follows:

1. Laboratories will schedule assessments directly with the Provider. The laboratory should be aware of the time frame in which the assessment must be completed to maintain or apply for accreditation. Requirements for laboratories to complete on-site assessments are identified in CCR section 64802.20(b). It is the responsibility of the laboratory to schedule an assessment sufficiently prior to deadlines for submitting its application **for accreditation to ELAP**. Should the Provider identify a limitation to the Provider’s availability which would exceed the allowable timeframe specified in CCR section 64802.20(b), or 64802.20(j), the Provider must contact ELAP in writing, detailing the cause of the delay.

## On page 3 of the Proposed MOU, remove confusing language as follows:

1. The Provider shall conduct all **~~pre assessment and~~** assessment activities in accordance with its established procedures. The Provider must use State Water Board specified assessment checklists where available.

On pages 3-4 of the Proposed MOU, add procedural language as follows:

1. The laboratory shall have 30 days from date of receipt of the OSAR to respond directly to the Provider with a CAP, consistent with CCR section 64802.20(g). **The laboratory shall address questions on the findings directly with the Provider within 30 days of receipt of the OSAR. The deadline of the CAP shall not be extended by the Provider.**

## On page 4 of the Proposed MOU, add section clarifying ELAP’s role as sole accreditation authority as follows:

**ACCREDITATION AUTHORITY**

**Exclusive authority to deny or approve accreditation falls with the ELAP. ELAP will review On-Site Assessment Reports, Corrective Action Plans, and the recommendation made by the Provider when it reviews a laboratory’s application for accreditation. ELAP retains the authority to approve or deny accreditation, regardless of the outcome of an assessment, if it disagrees with the determination made by the Provider.**

On page 5 of the Proposed MOU, add an additional Specific Requirement as follows:

**Remote Assessments**

**The State Water Board shall have exclusive authority to authorize a remote assessment in place of an on-site assessment. The Provider shall forward any requests for remote assessment to ELAP for review and decision.**

## On page 5 of the Proposed MOU, make correction as follows:

Offering New Fields of Accreditation

The Provider is responsible for taking all necessary actions to be able to offer **~~accreditation~~ assessment services** to laboratories within 30 days of ELAP posting an updated Field of Accreditation form to its website. ELAP will make every effort to provide advanced notice to the Provider when possible.

## On page 6 of the Proposed MOU, add authority language as follows:

Conflict Resolution

The Provider must have a procedure in place to handle dispute resolution, both with individual assessor performance and with disputes regarding findings made during the on-site assessment and must make those procedures available to each laboratory as part of conducting its assessment. **ELAP reserves the right to intervene at any point during or after the assessment process to investigate disputes.**

## On page 6 of the Proposed MOU, add language to grant authority to amend the agreement as follows:

**AUTHORITY TO AMEND THIS AGREEMENT**

**The administrator of this Memorandum of Understanding is granted authority to make changes to it at will in order to comply with new requirements that emerge during its term.**