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KITSAP PUBLIC
HEALTH DISTRICT

PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
And
SPECTRA LABORATORIES - KITSAP, LLC

This Professional Services Agreement (“Agreement”) is made and entered into between the Kitsap Public Health District, a Health District organized pursuant to Chapter 70.46 revised Code of Washington and Section 9.52 Kitsap County Code, hereinafter referred to as “District,” and Spectra Laboratories - Kitsap, LLC, hereinafter referred to as “Consultant.” The Parties mutually agree as follows:

- I. **Period of Performance:** The period of performance of this Agreement shall begin February 1, 2018 and be completed no later than January 31, 2021, unless terminated sooner or extended as provided for herein.
- II. **Purpose:** The District requires Consultant’s expertise to provide laboratory services as specified in **ATTACHMENT A, SCOPE OF WORK**, hereto attached and hereinafter incorporated.
- III. **Qualifications/Eligibility:** Consultant will have the qualifications necessary to successfully complete the objectives of this agreement. Consultant hereby affirms that he/she is eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA).
- IV. **Compensation:** The District shall pay Consultant a total compensation not to exceed **\$293,276.00** during the Agreement. Compensation shall be based on invoices submitted by Consultant itemizing hours worked with a detailed description of services performed.
 1. Consultant agrees to provide its own labor and materials. Unless otherwise provided for in the agreement, no material, labor or facilities will be furnished by the District.
 2. Consultant will perform the work specified in the Agreement according to standard industry practice.
 3. Consultant will complete its work in a timely manner and in accordance with the schedule agreed to by the Parties.
 4. Consultant will confer with the District from time to time during the progress of the work. Consultant will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the District.
- V. **Notices:** Notices pursuant to this agreement shall be sent to:

<u>If to the District:</u> Kitsap Public Health District Attn: John Kiess 345 6 th Street, Suite 300 Bremerton, WA 98337 (360) 728-2290	<u>If to the Consultant:</u> Spectra Laboratories - Kitsap, LLC Attn: Frederick S. Barkman, Jr. 2221 Ross Way Tacoma, WA 98421 (253) 272-4850
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- VI. **Billings:** Billings to the District shall be submitted no more frequently than bi-weekly, and shall be sent to:

Kitsap Public Health District
Accounts Payable
345 6th Street, Suite 300
Bremerton, WA 98337
360-728-2227

- VII. **Independent Contractor:** Consultant and its employees or agents performing under this Agreement shall continue to be employees of the Consultant and are not considered to be employees or agents of the District for any purpose.
- VIII. **Rights in Data:** Data that is delivered under this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and will be transferred fully to the District with all rights to the license to copyright, publish, translate, reproduce, patent, register, modify, deliver, dispose of, and to authorize others to do so. Consultant reserves the right to maintain copies of data analyses and documents produced.
- IX. **Indemnification:** Consultant shall defend, indemnify and hold the District, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District. Solely for the purposes of this provision, the Consultant waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This provision will survive the expiration or termination of this Agreement.
- X. **Insurance:** Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees. The District shall be named as an insured under the Consultant’s Commercial General Liability insurance policy with respect to work performed for the District under this Agreement.

No Limitation. Consultant’s maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the District’s recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The District shall be named as an insured under the Subcontractor’s Commercial General Liability insurance policy with respect to the work performed for the District.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession. Consultant shall provide the District with proof of liability insurance or professional errors and omissions coverage as appropriate.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. Consultant's insurance coverage shall be primary insurance as respect the District. Any insurance, self-insurance, or insurance pool coverage maintained by the District shall be excess of the Consultant's insurance and shall not contribute with it.
2. Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.

- XI. **Safeguarding of Information:** The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations. Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Consultant agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

Consultant agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to personal information. Any unauthorized access or use of confidential information must be reported to the District Security Officer at (360) 728-2262. The notification must be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

The District reserves the right to monitor, audit, or investigate the use of personal information collected, used, or acquired by the Consultant through this Agreement.


Consultant shall certify the return or destruction of all personal information upon expiration of the Agreement.

- XII. **Compliance with State and Federal Confidentiality Laws:** Consultant shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of the Health Information Portability and Accountability Act, commonly known as HIPAA, and any regulations enacted pursuant to its provisions.
- XIII. **Statutory and Regulatory Compliance:** Consultant shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.
- XIV. **Certification Regarding Suspension and Debarment:** Consultant, by completing and returning to the District the “Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form,” and completing, signing and returning to the District the “Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion for Lower Tier Covered Transactions” form, (to be supplied to lower tier participants; see **ATTACHMENT B**) certifies that it is not debarred, suspended, or proposed for debarment by any federal agency.
- XV. **Records Maintenance:** The Parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to the inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.
- If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit finding involving the records have been resolved.
- Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving that party a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.
- XVI. **Statutory and Regulatory Compliance:** Consultant shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.

- XVII. **Compliance with State and Federal Confidentiality Laws:** Consultant shall not use or disclose any protected health information (PHI) or personally identifiable information (PII) created or shared under this Agreement for any purpose not directly connected with this Agreement or in any manner that would constitute a violation of the Health Information Portability and Accountability Act, commonly known as HIPAA, and any regulations enacted pursuant to its provisions. Any PHI or PII collected, used, or acquired in connection with this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations. Consultant agrees not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons PHI or PII without the express written consent of the District. For the purpose of this section, PII means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name, etc.
- XVIII. **No Waiver:** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing, signed by an authorized representative of the party and attached to the original Agreement.
- XIX. **Choice of Law:** The Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that the Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of the Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.
- XX. **Dispute Resolution:** In the event that a dispute or conflict arises under the Agreement that the Parties are unable to resolve with good faith efforts, they shall allow the dispute to be decided by a Dispute Panel in the following manner: A Mediator shall be mutually appointed by both parties, and each party shall appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the Parties hereto. The Parties shall equally share the costs, if any, for the services of the Dispute Panel.
- XXI. **Non-Discrimination:** Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, sexual preference, or the presence of any sensory mental or physical handicap.
- XXII. **Amendment:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.
- XXIII. **Termination:** This Agreement may be terminated by either party upon giving at least thirty (30) days advance written notice to the other party.
- XXIV. **Survival:** Those provisions of the Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include, but are not necessarily limited to the following: Indemnification, Termination, Disputes, Confidentiality, Choice of Law, No Waiver, Records Inspection and Retention, and Severability.


XXV. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding its subject matter. Any oral or written representations not expressly incorporated in this Agreement are specifically excluded.

KITSAP PUBLIC HEALTH DISTRICT

By: 
Keith Grellner
Administrator

Date: 2/7/2018

SPECTRA LABORATORIES - KITSAP, LLC

By: 
Frederick S. Barkman, Jr.
Owner

Date: 2/9/2018

Funding Source
Program: <u>PIC</u> Federal Contract/Grant <u>Pass Thru DOH Con</u> Con and DOE Pass through <u></u>

ATTACHMENT A SCOPE OF WORK

The Water Pollution Identification and Correction Program of KPHD collects up to **80** fresh and marine samples per day, and approximately **7810** samples per year. Most samples are scheduled in advance, but some are unscheduled and collected in support of complaint investigation and emergency response. Fecal coliform, E. coli and Enterococcus are requested most often. Contract requirements and information are listed below:

- **Dates of Sample Collection:** February 1st, 2018 – January 31, 2021
- **Analyses:** Please refer to **Table 1** for a complete list of standard analyses. Other analyses may be needed upon request.
- **Detection Limits:** At or below detection limits listed in **Table 1**, or standard for the method.
- **Pricing:** Please refer to **Table 1** for specific pricing.
- **Sample scheduling:** The Laboratory will be provided an electronic copy of KPHD's monitoring schedule on a monthly basis or whenever changes are required. The Health District's goal is to provide at least 24 hours' notice of schedule changes that would result in additional samples delivered to the laboratory. We will provide as much notice as possible of cancellations (i.e., fewer samples delivered to the laboratory).
- **Supplies and Materials:** Laboratory will provide sample vessels for all required analyses. For bacteriological analysis, we currently use Idexx 120 ml polystyrene (w/o sodium thiosulfate) with paper tamper seal vessels. Sample vessels will be delivered to our offices located at the Norm Dicks Government Center in Bremerton, Washington. Laboratory provides all other supplies and materials for sample analysis.
- **Quality Assurance/Quality Control:** The contract laboratory is required to provide labware and analyses for sample field replicates, method blanks, surrogates and other appropriate quality control analyses and documentation as required by the desired analytical method or as requested by KPHD. Quality control checks shall be conducted at a rate of at least 10 to 20 percent of the total number of samples collected and should be run at the rate of approximately one per batch of samples; a batch is considered to be 20 samples or less for a given calendar day. Contract laboratory shall participate in the review and comment of draft Quality Assurance Project Plans developed by KPHD. The contract laboratory shall follow the QA/QC requirements specified in **Table 1** or as specified in the approved Quality Assurance Project Plans. KPHD will provide the awarded contract laboratory with a Chain of Custody form to be used for all KPHD sample analyses.

**Table 1
Analyses and Pricing**

LABORATORY SERVICES PRICE QUOTE

Analyte	Sample Matrix	Analytical Method	Estimated Annual Sample Quantity	Annual Prices		
				2018	2019	2020
Fecal Coliform Bacteria (FC)	Fresh & Marine Water	SM 9222 D, Membrane Filtration	3300	\$13.70	\$14.10	\$14.50
Fecal Coliform Bacteria (FC)	Fresh & Marine Water	APHA Procedure 9221-E, MPN Fecal Coliform Direct Test (A-1 Medium)	100	\$14.70	\$15.10	\$15.60
E. Coli Bacteria (EC)	Fresh & Marine Water	Iddex Collilert 18, APHA Procedure 9223 B, Chromogenic Substrate Coliform Test	3000	\$10.30	\$10.60	\$10.90
Enterococcus Bacteria (ENT)	Fresh & Marine Water	Iddex Enterolert USEPA, 2001	900	\$10.20	\$10.70	\$11.10
Ammonia nitrogen	Fresh & Marine Water	SM 4500 NH3 G or F Phenate	75	\$14.70	\$15.10	\$15.60
Total Coliform (TC)	Potable Water	SM 9223 B	75	\$15.40	\$15.90	\$16.30
Nitrate & Nitrite	Fresh & Marine Water	SM 4500 NO ₃ F:Automated Cadmium Reduction	50	\$14.70	\$15.10	\$15.60
Nitrite	Fresh & Marine Water	SM 4500 NO ₂ B / EPA 300.0	50	\$14.70	\$15.10	\$15.60
Total Kjeldahl Nitrogen	Fresh & Marine Water	EPA 351.2	50	\$24.80	\$25.50	\$26.30
Total Phosphorus	Fresh & Marine Water	SM 4500-P+F	50	\$14.70	\$15.10	\$15.60

Analyte	Sample Matrix	Analytical Method	Estimated Annual Sample Quantity	Annual Prices		
				2018	2019	2020
Ortho-phosphate	Fresh & Marine Water	SM 4500-P-E, Ascorbic Acid Reduction Method	50	\$20.10	\$20.70	\$21.30
Chlorophyll-a *	Fresh & Marine Water	SM 1810200H	20	\$33.10	\$34.10	\$35.10
Color	Fresh & Marine Water	SM 2120 B	20	\$10.00	\$10.30	\$10.60
Salinity	Fresh & Marine Water	SM 2520 B: Conductivity Method	50	\$7.90	\$8.10	\$8.40
Turbidity	Fresh & Marine Water	SM 2130 B Nephelometric Method	20	\$5.50	\$5.70	\$5.90
Total Cost Per Year				\$94,834.50	\$97,777.00	\$100,664.50
Total Contract Cost				\$293,276.00		

* Chlorophyll-a will continue to be subcontracted to University of Washington Oceanography Technical Services as it has been for the KPHD program for much of the last three years.

Tiered Pricing. As was done for the 2015 - 2017 contract period, we are submitting a tiered pricing structure by year to offer Kitsap Public Health District a significant volume discount. The first year, 2018, offers the greatest discount, while limiting the fixed increases in 2019 and 2020 to just 3% each year. This is to help mitigate the risk of potential operating cost increases to the lab over this period while offering a substantial discount to the client. In addition to offering this discount, our intent is to keep the total cost of the new 3-year contract lower than previous contracts based on our prior experience with this contract. The prices listed are for the specific turnaround time requirements stated in Table 2 of the RFP.

All Prices are inclusive of Turnaround Times Specified in Table 2 of the RFP.

Sample Turnaround Time: KPHD requires either 3:30 pm next day, 48-hour, or 96-hour turnaround time on bacteriological sample results. E. coli and Enterococcus sample results are needed by 3:30pm next day, as these samples are primarily collected at Kitsap County swimming beaches to assess swimming safety. Turnaround time starts at receipt of samples at the selected laboratory, or pick-up by the laboratory-supplied sample courier. Turnaround time requirements are shown in **Table 2**.

Table 2
Sample Turnaround Times

Sample Type	Required Turnaround Time
EC or ENT (all)	3:30 pm next day
FC (spills, complaints, shoreline surveys or other time sensitive FC samples)	48 hours
FC (other, including trend and PIC "Impact" events)	96 hours
Ammonia-Nitrogen	48 hours
All other parameters	Not to exceed 30 days

- **Sample Courier Requirements:** See Table 3 for a complete description.

Table 3
Sample Courier and Acceptance Requirements

Pick-Up Location	Monday	Tuesday	Wednesday	Thursday	Friday
Government Center - 3rd Floor Hallway	No am pick up ³	8:30am	8:30am	8:30am	8:30am
	4:30pm ¹	4:30pm	4:30pm	4:30pm	4:30pm

1. Between May and September, BEACH enterococcus samples will be picked up by 3:00pm to meet state sampling requirements. Between October and April, pick up time is 4:30pm.
2. The contract laboratory will accept samples at their office as late as **4:45pm**, Monday through Friday.
3. Saturday and Sunday sample collection may (at times) be necessary. Staff will give the Laboratory a minimum **5-day** notice of weekend sampling. No more than **12** weekend sampling events will be conducted annually.
4. Laboratory will provide immediate analysis of environmental samples collected pursuant to public/environmental health emergencies.
5. Courier will update temperature log for refrigerator at Government Center during each visit.
6. Courier will not leave pick up locations earlier than the scheduled time.
7. All early morning samples (before 8:00am) will be delivered directly to contract laboratory or dropped off at Govt. Center in time for the 8:30am courier service
8. Health District staff will provide cell phone number on chain of custody so that contract laboratory can locate them if there are questions about the chain of custody or samples.
9. If Health District staff cannot be reached by cell phone, contract laboratory will call (360) 728-2235 to have a staff person located. If still no response, the laboratory will analyze the samples based on their best professional judgment.

- **Data Reporting:** The Laboratory will record bacteria and ammonia sample results on the Health District's chain of custody in the columns provided. Ammonia sample results that were flagged by the laboratory will be noted in the Notes and Comments column of the COC. The COC will serve as the final data report for bacteria samples. For other parameters, a formal report will be included with the semi-monthly billings.

When requested, the laboratory will send sample results to the email address or FAX number of the staff member listed on the chain of custody within the turnaround times specified above. Beach samples (marine or lake) are emailed to a "beach group", as provided by the Health District. In addition to emailing the chains of custody with sample results, KPHD requires that some sample results be provided in electronic format suitable for download into our water quality database. Original chains of custody are to be mailed or delivered to the Health District twice per month.

- **Billing Process:** Semi-monthly billings will be organized by "billing code" which is specified on each chain of custody. Included with the billing will be the original chains of custody. As discussed above, the chain of custody serves as the data report for all bacteria and ammonia samples. For other parameters, the lab will produce a formal data report which is included with the billings. With each billing, the laboratory will report a total of samples analyzed during the semi-monthly period, and a running year-to-date total. This report will be organized by media (fresh, marine, lake), analysis performed, and billing code.
- **Special Sampling Needs:** A laboratory contact will be available after hours and on weekends as needed to accommodate sample delivery and analysis within holding times, for samples collected in response to public and environmental health emergencies.

ATTACHMENT B

**FEDERAL COMPLIANCE
AND STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES**

In the event federal funds are included in this agreement, added by future amendment(s), or redistributed between fund sources resulting in the provision of federal funds, the following sections apply: I. Federal Compliance and II. Standard Federal Assurances and Certifications. In the instance of inclusion of federal funds as a result of an amendment, the Contractor may be designated as a subrecipient and the effective date of the amendment shall also be the date at which these requirements go

- I. FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. (Refer to Catalog of Domestic Assistance number(s) cited in the "Payment" section of this contract for requirements specific to that fund source.) For clarification regarding any of these elements or details specific to the federal funds in this contract, contact:

Compliance and Internal Control Officer
Office of Financial Services
Department of Health
Post Office Box 47901
Olympia, Washington 98504-7901

- 1. UNIFORM ADMINISTRATIVE GUIDANCE** – The Uniform Administrative Guidance (Supercircular) became effective December 26, 2014 and combines numerous OMB Circulars into one document. This document establishes requirements which govern expenditure of federal funds. These requirements apply to the Department of Health, as the primary recipient of federal funds, and then follow the funds to the subrecipient. The Uniform Administrative Guidance provides the applicable administrative requirements, cost principles and audit requirements are identified by subrecipient organization type.

COMPLIANCE MATRIX

ENTITY TYPE	OMB CIRCULAR		
	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments & Governmental Hospitals	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F
Non-Profit Organizations	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F
Hospitals	2 CFR 200 Subpart D	45 CFR 74 Appendix E	2 CFR 200 Subpart F
Colleges or Universities & Affiliated Hospitals	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F

2. **CITIZENSHIP/ALIEN VERIFICATION/DETERMINATION** - The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements. Exemptions from the determination/verification requirement is afforded the following programs offered by the Department of Health: Family Planning, Breast & Cervical Health Program (BCHP), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), WIC Farmers Market Program, Immunization Programs, and Ryan White CARE Act programs and other communicable disease treatment and diagnostic programs.

 3. **CIVIL RIGHTS AND NONDISCRIMINATION** - During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.).

 4. **SINGLE AUDIT ACT** - A subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Uniform Administrative Guidance (subpart F) as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of 2 CFR 200 Subpart F
- II. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Department of Health.

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- B. have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions* in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about
 - i. The dangers of drug abuse in the workplace;
 - ii. The contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

- iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;
- D. Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will—
- i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- F. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (ii), with respect to any employee who is so convicted—
- i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, DOH has designated the following central point for receipt of such notices:

Compliance and Internal Control Officer
Office of Grants Management
WA State Department of Health
PO Box 47905
Olympia, WA 98504-7905

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- C. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the prospective contractor is providing the certification set out below.

- A. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- C. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its

- D. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOH.
- F. The prospective contractor further agrees by submitting this contract that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction, provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOH may terminate this transaction for cause or default.


7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

A. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- ii. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- iv. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this contract.

CONTRACTOR'S SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE <i>Owner</i>
Please also print or type name: <i>Frederic S. Barkman, Jr.</i>	
ORGANIZATION NAME: (if applicable) <i>Spectra Laboratories-Kitsap, LLC</i>	DATE <i>2/9/2018</i>

FEDERAL ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the contractor, I certify that the contractor:


1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the

Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the

- Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

CONTRACTOR'S SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE <i>Owner</i>
Please also print or type name: <i>Frederick S. Barkman, Jr.</i>	
ORGANIZATION NAME: (if applicable) <i>Spectra Laboratories-Kitsap, LLC</i>	DATE <i>2/9/2018</i>