



**LOCAL HEALTH DEPARTMENT GRANT AGREEMENT  
BETWEEN  
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY  
AND MUSKEGON COUNTY PUBLIC HEALTH**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environmental Quality, (MDEQ), Office of Drinking Water and Municipal Assistance (ODWMA) ("State"), and Muskegon County Public Health ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Michigan Safe Drinking Water Act, 1976, PA 399, as amended; Natural Resources and Environmental Protection Act, 1994, PA 451, as amended, Parts 117 and 201; Public Health Act, 1978, PA 368, as amended; and Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq. Legislative appropriation of Funds for grant assistance is set forth in Public Act 268 of 2016. This Agreement is subject to the terms and conditions specified herein.

Project Name: Local Health Department Grant  
Amount of Grant State: \$ 49,108.00  
Start Date: October 1, 2016

Amount of grant: \$ 59,372.00  
Amount of Grant Federal: \$ 10,264.00  
End Date: September 30, 2017

**GRANTEE CONTACT:**

Kathy R. Herman-Moore, Health Officer

\_\_\_\_\_  
Name/Title

Muskegon County Public Health

\_\_\_\_\_  
Organization

209 E Apple Avenue, Ste C173

\_\_\_\_\_  
Address

Muskegon, Michigan 49442-3406

\_\_\_\_\_  
Address

(231) 724-6208

\_\_\_\_\_  
Telephone number

(231) 724-1251

\_\_\_\_\_  
Fax number

mooreka@co.muskegon.mi.us

\_\_\_\_\_  
E-mail address

38-6006063

\_\_\_\_\_  
Federal ID number

105780063

\_\_\_\_\_  
Grantee DUNS number

**STATE'S CONTACT:**

Christina Campbell,

\_\_\_\_\_  
Name/Title

Office of Drinking Water and Municipal Assistance

\_\_\_\_\_  
Division/Bureau/Office

P.O. Box 30241

\_\_\_\_\_  
Address

Lansing, Michigan 48909-7741

\_\_\_\_\_  
Address

(517) 284-6501

\_\_\_\_\_  
Telephone number

(517) 373-4797

\_\_\_\_\_  
Fax number

campbellc@michigan.gov

\_\_\_\_\_  
E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

**FOR THE GRANTEE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name/Title

**FOR THE STATE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Bryce Feighner, Chief, Office of Drinking Water and Municipal Assistance

\_\_\_\_\_  
Name/Title

## **I. PROJECT SCOPE**

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Agreement, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

## **II. AGREEMENT PERIOD**

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page one. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page one. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

## **III. CHANGES**

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

## **IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS**

The Grantee shall submit deliverables and follow reporting requirements specified in the Program Specific Requirements – Appendix A and in the Program Descriptions' of this Agreement.

(A) The Grantee must complete and submit quarterly financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

<b>Reporting Period</b>	<b>Due Date</b>
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 10*
October 1 – December 31	January 31

\*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the program contact listed in the program description.

(B) The Grantee shall provide a final project report in a format prescribed by the State.

(C) The Grantee must provide all products and deliverables in accordance with Appendix A.

## **V. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

## **VI. USE OF MATERIAL**

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

## **VII. ASSIGNABILITY**

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

## **VIII. SUBCONTRACTS**

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement.

Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

#### **IX. NON-DISCRIMINATION**

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

#### **X. UNFAIR LABOR PRACTICES**

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

#### **XI. LIABILITY**

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

#### **XII. CONFLICT OF INTEREST**

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

#### **XIII. ANTI-LOBBYING**

If all or a portion of this Agreement is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action."

The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

#### **XIV. DEBARMENT AND SUSPENSION**

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at [www.SAM.gov](http://www.SAM.gov) to verify that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement 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, as defined in 45 CFR 1185; 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.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

#### **XV. AUDIT AND ACCESS TO RECORDS**

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five (5) years after the final payment has been issued to the Grantee by the State.

#### **XVI INSURANCE**

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

#### **XVII OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement.

If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

## **XVIII COMPENSATION**

- (A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Appendix A, and only for expenses incurred. All other costs necessary to complete the project are the sole responsibility of the Grantee.
- (B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.
- (C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.
- (D) The State reserves the right to request additional information necessary to substantiate payment requests.
- (E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the Contract & Payment Express Web Site (<http://www.cpexpress.state.mi.us>).

## **XIX CLOSEOUT**

- (A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.
- (B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.
- (C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

## **XX CANCELLATION**

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the Grantee for any further charges to the grant.

## **XXI TERMINATION**

- (A) This Agreement may be terminated by the State as follows.
- (1) Upon 30 days written notice to the Grantee:
- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page one or the rules promulgated thereunder, or other applicable law or rules.
  - b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30 day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

**XXII. IRAN SANCTIONS ACT**

By signing this Agreement the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

**XXIII. QUALITY ASSURANCE/QUALITY CONTROL**

A project-specific Quality Assurance Project Plan (QAPP) must be submitted to the State in accordance with guidance provided by the DEQ project administrator. Monitoring conducted prior to final DEQ approval of the QAPP will not be reimbursed.

## PROGRAM SPECIFIC SECTION

### **XXIV. FEDERAL FUNDING REQUIREMENTS**

A maximum of \$ 10,264.00 or .17% of total disbursements is funded with Federal Funding. See Program Funding Section XXV for funding by individual program. By accepting this Agreement, the Grantee agrees to comply with the requirements of the Statutory Authority and the requirements found in the Regulatory Authority found in the Program Funding Section XXV. These regulations include, but are not limited to the following:

(A) The Grantee agrees to fulfill conditions that the Federal Government has imposed on the State as a condition of Federal funding as indicated herein and in all appendices.

(B) The Grantee will comply with the **Hatch Political Activity Act**, as amended, 5 USC §§ 1501-1508, and the Intergovernmental Personnel Act of 1970 as amended by Title (6) of the Civil Service Reform Act, 42 USC § 4728, which states that employees working in programs financed with federal grants may not be a candidate for elective public office in a partisan election, use official authority or influence to affect the result of an election, or influence a state or local officer to provide financial support for a political purpose.

(C) **Payment to Consultants.** USEPA participation in the salary rate (excluding overhead) paid to individual consultants by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2016, the limit is \$616.54 per day and \$77.07 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subrecipients with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation unless the terms of the Agreement provided the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the Agreement at an hourly or daily rate of compensation. See 2 CFR 1500.9.

(D) **Minority Business Enterprises (MBE)/Women's Business Enterprises (WBE) Requirements and Disadvantage Business Enterprise Rule (DBE).** The Grantee agrees to make a good faith effort to include minority-owned and women-owned businesses in bidding processes.

(E) **Civil Rights.** The Grantee agrees to comply fully with applicable civil rights statutes.

(F) **Subawards.** The Grantee agrees to:

- (1) Establish all subaward agreements in writing;
- (2) Ensure that any subawards comply with the standards in Subpart D of 2 CFR 200 and are not used to acquire commercial goods or services for the recipient;
- (3) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- (4) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- (5) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;



- (6) Obtain DEQ's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- (7) Obtain approval from DEQ for any new subaward work that is not outlined in the approved work plan.
- (8) Be responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

(G) **Single Audit.** Grantees spending \$750,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with 2 CFR 200,.501(a). This audit must be performed and copies provided to the appropriate agencies within nine months from the end of the grantee's fiscal year or 30 days after receiving the report from the auditors. The Grantee must submit a copy of the Audit Report to the Michigan Department of Environmental Quality at the following address:

Michigan Department of Environmental Quality  
Administration Division-Federal Aid Section  
525 West Allegan  
Constitution Hall, 6<sup>th</sup> Floor South Tower  
Lansing, MI 48909

Or the grantee may also submit the single audit report electronically to the Michigan Department of Treasury website ([http://www.michigan.gov/treasury/0,1607,7-121-1751\\_31038---.00.html](http://www.michigan.gov/treasury/0,1607,7-121-1751_31038---.00.html)).

It is the responsibility of the Grantee to report the expenditures related to this grant on the Grantee's annual Schedule of Expenditures of Federal Awards.

(H) **Conflict of Interest Notification.** Grantees will contact their DEQ project administrator within 5 days of becoming aware of a conflict of interest. A conflict of interest is an actual or potential situation that undermines or may undermine, the impartiality of an individual or entity because their self-interest conflicts, or may conflict, with their duty and obligations in performing a grant. The term also includes situations that create, or may create, an unfair competitive advantage, or the appearance of such, for an applicant in competing for a grant.

(I) **Copyrighted Material.** In accordance with 2 CFR 200.315, the USEPA has the right to reproduce, publish, use, and authorize others to reproduce, publish, and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to. : (1) Use by the USEPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in USEPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with the USEPA to carry out a national environmental program within their jurisdiction; and (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of the USEPA's authorization to the grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that USEPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- a. The selection of another grantee by USEPA to perform a project that will involve the use of the copyrighted works or other data or;
- b. Termination or expiration of this agreement.

In addition, USEPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

(J) **Electronic and Information Technology Accessibility.** Grantees developing electronic and information technology products, which includes but is not limited to information kiosks and World Wide Websites, must meet accommodation standards in Section 508 of the Rehabilitation Act, 36 CFR Part 1194, unless such causes undue hardship to the entity involved.

(K) **Drug-Free Workplace.** The recipient organization of this USEPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

(L) **Hotel-Motel Fire Safety.** Pursuant to 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance.

(M) **Recycled Paper.** When directed to provide paper documents, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to the USEPA. This requirement does not apply to reports prepared on forms supplied by the USEPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

(N) **Procurement of Recycled Products.** Consistent with goals of Section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

(O) **Trafficking.** Grantees, contractors, and subcontractors may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of the grant or subcontracts.

(P) **Acknowledgement Requirements for Non-Office of Research Development Assistance Agreements.** The Grantee agrees that any reports, documents, publications, or other materials developed for public distribution supported by this assistance agreement shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement FS975487-15 to DEQ. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

## **XXV PROGRAM FUNDING**

### Program A - Noncommunity (Type II) Public Drinking Water Supply:

1. Standard/Operator Assistance - Amount \$ 35,988.00; Funding Source: State Restricted for Standard; Amount \$ 35,988.00; Federal Funding for Operator Assistance; Amount \$ 0.00. The Catalog of Federal Domestic Assistance (CFDA) title is "State Drinking Water Revolving Loan Fund Program", and the CFDA number is 66.468. The Federal Grant Number is FS975487-15 and the grant is funded with Federal funds from the EPA awarded in 2016. By accepting this Agreement, the grantee agrees to comply with the requirements of the Safe Drinking Water Act, Sec. 1419(d) Amended 1996, PL 104-182 and the requirements found in the regulatory authority 40 CFR PART 31.
2. Capacity Development – Amount \$ 450.00; Funding Source: Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is "State Drinking Water Revolving Loan Fund Program", and the CFDA number is 66.468. The Federal Grant Number is FS975487-15 and the grant is funded with Federal funds from the EPA awarded in 2016. By accepting this Agreement, the grantee agrees to comply with the requirements of the Safe Drinking Water Act, Sec. 1419(d) Amended 1996, PL 104-182 and the requirements found in the regulatory authority 40 CFR PART 31.& 35, subpart L.
3. Source Water Assessment – Amount \$ 800.00; Funding Source: Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is "State Drinking Water Revolving Loan Fund Program", and the CFDA number is 66.468. The Federal Grant Number is FS975487-15 and the grant is funded with Federal funds from the EPA awarded in 2016. By accepting this contract, the grantee agrees to comply with the requirements of the Safe Drinking Water Act, Sec. 1419(d) Amended 1996, PL 104-182 and the requirements found in the regulatory authority 40 CFR PART 31.& 35, subpart L.

### Program B - Drinking Water Long-Term Monitoring:

Amount \$ 3,500.00; Funding Source: State Restricted

### Program C - Great Lakes Beach Monitoring:

Amount \$ 9,014.00; Funding Source: Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is "Beach Monitoring and Notification Program Grant", and the CFDA number is 66.472. The Federal Grant Number is CU-00E99307-0 and the grant is funded with Federal Funds from the EPA awarded in 2016. By accepting this Agreement, the grantee agrees to comply with the requirements of the Beaches Environmental Assessment and Coastal Health Act of 2000, PL 106-284 and the requirements found in the regulatory authority 40 CFR PART 31.

### Program D - Public Swimming Pools:

Amount \$ 2,695.00; Funding Source: State Restricted

### Program E - Septage Waste:

Amount \$ 1,350.00; Funding Source: State Restricted

### Program H - Campgrounds:

Amount \$ 575.00; Funding Source: State Restricted

Program I - Medical Waste:

Amount \$ 5,000.00; Funding Source: State Restricted

## **PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A**

Title to equipment or other nonexpendable personal property supported in whole or in part by the State with categorical funding and having a unit acquisition cost of less than \$5,000 shall vest with the Grantee upon acquisition. The State reserves the right to retain or transfer the title to all items of equipment and nonexpendable personal property having a unit acquisition cost of \$5,000 or more to the extent that it is determined that the State's proportionate interest in such equipment and personal property supports such retention or transfer of title.

The Grantee, if a Local Health Department, shall comply with the local public health accreditation standards and follow the accreditation process and schedule established by the Michigan Department of Health and Human Services (MDHHS) to achieve full accreditation status. A Grantee designated as "not accredited" may have their State allocations reduced for costs incurred in the assurance of service delivery.

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY  
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE  
LOCAL HEALTH DEPARTMENT GRANT AGREEMENTS FUNDING BY PROGRAM  
OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017**

Local Health Department	Program A	Program B	Program C	Program D	Program E	Program H	Program I	Total Contract
	NonCommunity Water	Drinking Water Monitoring	Beach Monitoring	Swimming Pools	Septage	Campground	Medical Waste	
Allegan County LHD	\$49,915	\$4,000	\$5,000	\$2,795	\$1,380	\$750	\$0	\$63,840
Barry-Eaton Distric LHD	\$51,161	\$3,500	\$0	\$2,305	\$1,130	\$800	\$5,000	\$63,896
Bay County LHD	\$2,216	\$0	\$5,000	\$1,620	\$500	\$200	\$0	\$9,536
Benzie-Leelanau District LHD	\$42,636	\$800	\$0	\$1,270	\$3,050	\$750	\$0	\$48,506
Berrien County LHD	\$26,991	\$3,000	\$9,323	\$5,500	\$1,900	\$450	\$0	\$47,164
Branch-Hillsdale-St Joseph District LHD	\$51,817	\$1,400	\$0	\$1,225	\$2,310	\$1,550	\$5,000	\$63,302
Calhoun County LHD	\$34,377	\$2,600	\$0	\$2,245	\$0	\$325	\$0	\$39,547
Central Michigan District LHD	\$121,458	\$3,000	\$8,706	\$2,710	\$6,080	\$2,400	\$0	\$144,354
Chippewa County LHD	\$22,088	\$0	\$6,853	\$1,080	\$3,180	\$650	\$0	\$33,851
Delta-Menominee District LHD	\$20,070	\$0	\$5,000	\$700	\$3,730	\$575	\$0	\$30,075
City of Detroit - Dept. of Health & Wellness	\$0	\$0	\$2,500	\$2,860	\$0	\$0	\$0	\$5,360
Dickinson-Iron District LHD	\$9,271	\$50	\$0	\$580	\$730	\$600	\$0	\$11,231
District Health Department No. 2	\$56,761	\$4,500	\$10,558	\$940	\$3,350	\$1,475	\$0	\$77,584
District Health Department No. 4	\$55,749	\$2,500	\$8,706	\$3,005	\$6,410	\$1,500	\$0	\$77,870
District Health Department No. 10	\$170,358	\$4,200	\$11,485	\$5,155	\$12,340	\$6,150	\$5,000	\$214,688
Genesee County LHD	\$85,074	\$500	\$0	\$4,845	\$0	\$225	\$0	\$90,644
Grand Traverse County LHD	\$29,729	\$900	\$0	\$3,000	\$500	\$525	\$0	\$34,654
Huron County LHD	\$17,770	\$400	\$9,014	\$790	\$1,400	\$700	\$0	\$30,074
Ingham County LHD	\$24,535	\$700	\$0	\$5,370	\$0	\$250	\$0	\$30,855
Ionia County LHD	\$23,765	\$500	\$0	\$520	\$100	\$250	\$0	\$25,135
Jackson County LHD	\$44,238	\$800	\$0	\$1,630	\$900	\$775	\$0	\$48,343
County of Kalamazoo - Human Svcs Dept.	\$37,306	\$3,700	\$0	\$5,580	\$0	\$225	\$0	\$46,811
Kent County LHD	\$69,381	\$1,900	\$0	\$11,155	\$0	\$500	\$10,000	\$92,936
Lapeer County LHD	\$45,253	\$0	\$0	\$875	\$0	\$500	\$0	\$46,628
Lenawee County LHD	\$33,724	\$500	\$0	\$865	\$1,360	\$450	\$0	\$36,899
Livingston County LHD	\$105,154	\$10,400	\$0	\$1,805	\$1,200	\$250	\$5,000	\$123,809
Luce-Mackinac-Alger-Schoolcraft District	\$48,215	\$50	\$5,000	\$2,230	\$2,170	\$1,775	\$0	\$59,440
Macomb County LHD	\$21,029	\$600	\$5,000	\$11,140	\$850	\$100	\$0	\$38,719
Marquette County LHD	\$12,394	\$100	\$0	\$1,270	\$830	\$450	\$0	\$15,044
Marquette, City of	\$0	\$0	\$5,000	\$0	\$0	\$0	\$0	\$5,000
Mid-Michigan District LHD	\$63,604	\$2,000	\$0	\$1,570	\$5,720	\$800	\$5,000	\$78,694
Midland County LHD	\$7,171	\$800	\$0	\$1,420	\$450	\$200	\$0	\$10,041
Monroe County LHD	\$18,896	\$500	\$5,000	\$2,045	\$2,800	\$450	\$0	\$29,691
Muskegon County LHD	\$37,238	\$3,500	\$9,014	\$2,695	\$1,350	\$575	\$5,000	\$59,372
Northwest Michigan Community	\$96,071	\$6,500	\$14,573	\$5,560	\$8,250	\$1,300	\$0	\$132,254
Oakland County LHD	\$162,573	\$35,000	\$0	\$30,000	\$3,400	\$525	\$25,000	\$256,498
Ottawa County LHD	\$41,906	\$900	\$7,779	\$6,300	\$1,750	\$525	\$0	\$59,160
Saginaw County LHD	\$7,306	\$500	\$0	\$3,270	\$1,830	\$200	\$0	\$13,106
Saint Clair County LHD	\$16,091	\$0	\$9,632	\$2,080	\$1,130	\$350	\$0	\$29,283
Sanilac County LHD	\$14,360	\$200	\$5,000	\$310	\$0	\$300	\$0	\$20,170
Shiawassee County LHD	\$29,442	\$3,500	\$0	\$580	\$830	\$200	\$0	\$34,552
Tuscola County LHD	\$16,577	\$1,100	\$0	\$310	\$150	\$225	\$0	\$18,362
Van Buren-Cass District LHD	\$45,216	\$0	\$5,000	\$2,245	\$2,310	\$1,550	\$0	\$56,321
Washtenaw County LHD	\$53,691	\$3,200	\$0	\$9,670	\$600	\$275	\$0	\$67,436
Watershed Ctr - Grand Traverse Bay	\$0	\$0	\$9,014	\$0	\$0	\$0	\$0	\$9,014
Wayne County LHD	\$2,518	\$0	\$2,500	\$17,000	\$1,600	\$150	\$0	\$23,768
Western UP District	\$21,495	\$150	\$8,397	\$1,060	\$800	\$925	\$0	\$32,827
	\$1,946,589	\$108,450	\$173,054	\$171,180	\$88,370	\$33,700	\$65,000	
<b>FY17 Total</b>								<b>\$2,586,343</b>

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY  
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE  
NONCOMMUNITY (TYPE II) PUBLIC DRINKING WATER SUPPLY PROGRAM  
PROGRAM A  
OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017**

**A. Statement of Purpose**

This agreement is intended to establish responsibilities for both the Grantee and the State of Michigan (State) in the conduct of complete noncommunity water supply program services required under the Safe Drinking Water Act, 1976 PA 399, as amended, and the Administrative Rules, hereinafter referred to as "Act 399."

**B. Program Budget and Agreement Amount**

The Grantee will be paid on a quarterly basis for work in the noncommunity drinking water program. The agreement amount maximum is provided in the *Program A Allocation Schedule*. All requests for payment must be submitted by the Grantee to the State as described in *F. Reimbursement Schedule*.

**C. Requirements-Grantee**

The Grantee shall perform the following services, including but not limited to:

1. Conduct sanitary surveys, issue water well permits, and have inspections for compliance or enforcement purposes performed by qualified individuals classified as sanitarians or equivalent.
2. Assign one individual to be responsible for operational training and reporting aspects of this agreement and to coordinate communication with the assigned State staff.
3. Maintain a current inventory of all noncommunity public water supplies within its jurisdiction using the WaterTrack (WT) data system and revised total coliform rule tracking required for federal reporting.
4. Provide program oversight for required water quality monitoring and reporting at noncommunity public water supplies in accordance with Act 399. The water supply owner shall be advised of the applicable monitoring requirements at the time of completion of a sanitary survey, final approval of a water well permit, or the effective date of the requirement. Notices of violation of required monitoring, maximum contaminant level (MCL) violations, or the occurrence of unregulated compounds shall be provided to the owner and the State in a timely manner. Notices of violation shall include the contaminant, public health effects information, specific precautionary measures, and public notice requirements, where applicable, as required in Act 399.
5. Ensure that repeat samples are collected promptly where initial sample results indicate a potential violation of state drinking water standards; or where the sample analyses are unreliable due to overgrowth, excessive transit time, or where the presence of organic chemical contamination is indicated.
6. All noncommunity water supplies shall undergo a sanitary survey at least once every five years in accordance with the procedures and regulations established by the State. An accurate and complete sanitary survey form, water well record where available, and

transmittal letter to the owner outlining compliance status and monitoring requirements shall be considered a completed sanitary survey as required in Act 399. Upon completion, all sanitary survey and well record data is required to be entered into the program database.

7. Provide a notification to the owners of a noncommunity public water supply found to be in noncompliance that includes the deficient items, outlines corrective action, establishes a specific time schedule for making corrections, and establishes an appropriate monitoring schedule, interim precautionary measures, or public notice requirements, where applicable.
8. Conduct a reinspection within 10 days of the expiration date of the compliance schedule to ensure that all violations have been corrected, and provide documentation of the results of the reinspection to the owner. If compliance has not been achieved, initiate enforcement in accordance with procedures established by the State.
9. Consult with the State in situations where the noncommunity public water supply provides treatment for public health purposes, utilizes a surface water source, or is found to be providing water that exceeds an MCL or contains unregulated organic compounds. Assist treatment operators, review operation reports, and conduct surveillance visits as required.
10. Take prompt action to protect the public health and pursue compliance with applicable construction, public notice, and water quality standards when an inspection establishes that sewage, surface water, chemicals, or other serious contamination can gain entrance into the noncommunity public water supply; when there is a confirmed MCL violation; or when a Level 2 Assessment is required at a noncommunity water supply.
11. Review permit applications and issue permits prior to the construction of any new or altered noncommunity water well(s) as required in Act 399 and in accordance with procedures established by the State. Noncommunity well permits shall be issued on forms provided by the State.
12. Complete a review of the Capacity Development Application to determine if each new nontransient noncommunity water system (NTNCWS) demonstrates adequate technical, managerial, and financial capacity in accordance with procedures established by the State prior to authorizing construction of the water system. Withhold the construction permit if the owner does not demonstrate adequate capacity in accordance with procedures established by the State.
13. Perform at least one post-construction inspection of all new noncommunity water wells for which a permit has been issued. Final inspection and authorization for use of the noncommunity public water supply by the public shall be accomplished in accordance with Act 399 and procedures established by the State.
14. Provide the well owner with notification of the results of the final inspection report and status of compliance and establish the appropriate future monitoring schedule as required in Act 399.
15. Obtain requests for deviations from suppliers of water where necessary and evaluate and approve or deny deviations prior to the construction in accordance with procedures established by the State and as required in Act 399.
16. Provide technical assistance and program oversight to noncommunity water supply owners and technical assistance to certified operators of noncommunity systems to maintain compliance with operator certification requirements where applicable.



17. Local entities interested in providing continuing education for certified operators shall:
  - a. Obtain initial prior approval from the State.
  - b. Use the State prepared training modules.
  - c. Distribute and collect evaluation forms from the operators at each session.
  - d. Submit the evaluation forms and participant rosters to the State after each training session is completed.
18. Maintain appropriate noncommunity program records, including sanitary surveys, water well permits, records of water sampling, and correspondence as required in Act 399. Maintain individual noncommunity public water supply files indexed according to water supply serial number for each inventoried noncommunity water supply.
19. Maintain records for reporting water quality monitoring violations, sanitary survey inspections and compliance status, issuance of water well permits, MCL violations, and issuance of public notices. Requests for payment shall be submitted upon completion of violation determinations and required WT data entry no later than 15 days following the end of the quarter.
20. Notify noncommunity public water supply owners regarding monitoring requirements that includes language clearly stating that they may use any certified drinking water laboratory, including the DEQ laboratory, for compliance monitoring.
21. Local entities interested in performing Source Water Assessments (SWAs) of NTNCWSs shall:
  - a. Participate in an SWA training event hosted by the DEQ.
  - b. Utilize the State prepared form and assessment tools.
  - c. Perform an on-site visit and complete the assessment worksheet with the NTNCWS.
  - d. Submit the completed assessment documents to the State after each assessment is completed, and no later than 15 days after the end of each quarter.

#### **D. Requirements-State**

The State shall perform the following services including, but not limited to:

1. Provide noncommunity public water supply data and WT data system information upon request of the Grantee.
2. Provide designated local entities with slide presentations and master copies of materials to be used if they choose to present certified operator continuing education. Provide “train the trainer” workshops and ongoing assistance as needed. Notify operators of the local entities that are continuing education providers. Provide local entities with operator lists upon request. Provide additional training opportunities, if needed, to insure statewide coverage.
3. Provide training and guidance to the Grantee in the form of procedural manuals, rules, policies, handouts, training meetings, joint inspections, and consultations.

4. Provide necessary forms or a data management program for sanitary survey reports, water well permits, capacity development, water quality monitoring, reporting of violations, and maintaining survey frequencies.
5. Provide program consultation and direct staff assistance where necessary in pursuing compliance with applicable construction, monitoring, treatment, public notice, and water quality standards.
6. Provide administrative oversight of the Grantee's noncommunity program to determine whether the work performed is satisfactory according to the terms and conditions of the agreement.
7. Assess the status of the Grantee's noncommunity water supply program relative to meeting the agreement requirements and overall program goals, and provide a report outlining the assessment with an opportunity for Grantee input.
8. Provide for the analyses of water samples at the DEQ Laboratory. Payment of laboratory fees for the analyses of water samples required through the provisions of this agreement will be the responsibility of the water supply owner.
9. Provide a listing of all laboratories certified to perform drinking water analyses in Michigan.
10. Provide materials to designated local entities to be used if they choose to perform SWAs at NTNCWS. Provide training to local entities and ongoing assistance as needed. Complete the SWA by performing final data entry and determining system susceptibility. Return completed assessment to the NTNCWS and local entity.
11. State contact for drinking water supply certified operator continuing education is Scott Schmidt, Environmental Quality Analyst. He may be contacted by telephone at 517-284-5431; by e-mail at [schmidts@michigan.gov](mailto:schmidts@michigan.gov); or by mail at DEQ-ODWMA, Operator Certification Unit, P.O. Box 30241, Lansing, Michigan 48909-7741. Completed evaluation forms and participant rosters shall be e-mailed to [DEQ-EH@michigan.gov](mailto:DEQ-EH@michigan.gov).
12. State contact for Source Water Assessments is Jason Berndt, Environmental Quality Analyst. He may be contacted by telephone at 989-705-3420; by e-mail at [berndtj1@michigan.gov](mailto:berndtj1@michigan.gov); or by mail at DEQ-ODWMA, Environmental Health Section, 2100 West M-32, Gaylord, Michigan 49735-9282. Completed SWA documentation shall be e-mailed to [DEQ-EH@michigan.gov](mailto:DEQ-EH@michigan.gov).
13. State contact for *Program A* is Dana DeBruyn, Noncommunity Water Supplies Unit Chief. She may be contacted by telephone at 517-930-6463; by e-mail at [debruyn@michigan.gov](mailto:debruyn@michigan.gov); or by mail at DEQ-ODWMA, Environmental Health Section, P.O. Box 30241, Lansing, Michigan 48909-7741.

#### **E. Performance/Progress Report Requirements**

At the end of each quarter, the Grantor is responsible for quarterly reporting. This includes completion of violation determinations, documentation of enforcement and follow-up actions on violations, sanitary survey updates, and other required WaterTrack data entry. Deadline is no later than 15 days following the end of the quarter. After WaterTrack data entry is reviewed by the State, a payment request will be processed (see *F. Reimbursement Schedule* below).

**F. Reimbursement Schedule**

<b>Program Activity</b>	<b>Allocation Basis</b>	<b>Payment Request</b>
Standard (STANDARD AMT)	Inventory based on active transient and nontransient noncommunity water supplies (TNCWS & NTNCWS) in WaterTrack (WT).	E-mail request for payment to address below.* Payment subject to DEQ performance review verification.
Treatment Operator Assistance (OPER ASST)	Inventory based on active TNCWS & NTNCWS required to submit monthly operation reports.	Request for payment is included with Standard Activity request.* Additional requests are not required, as this is reviewed on an annual basis as part of the Minimum Program Requirement Annual Review.
Capacity Development (CAP DEV MAX)	Service based on \$150 per completed assessment for new NTNCWS.	E-mail request for payment and submit WT report of completed capacity assessments to address below.*
Source Water Assessments (SWA)**	Service based on \$100 per completed SWA for NTNCWS, up to 38% of the NTNCWS inventory.	E-mail the assessment worksheets as they are completed to address below.** Payment subject to DEQ performance review verification. Service is reimbursed quarterly.

\*E-mail requests for payment to [DEQ-WaterTrack@michigan.gov](mailto:DEQ-WaterTrack@michigan.gov) within 15 days after the end of each quarter. Treatment Operator Assistance reimbursement is inventory-based and will be included with the standard amount payment allocation. Capacity Development reimbursement is prompted by the e-mail, including the NTNCWS facility that has completed Capacity Development Assessments in WT.

\*\*Source Water Assessment reimbursement is prompted by an e-mail documenting the NTNCWS facility and date the SWA was performed. An SWA at an NTNCWS shall be reimbursed only if an SWA has not been completed and reimbursed within the last five years. E-mail requests for payment to [DEQ-EH@michigan.gov](mailto:DEQ-EH@michigan.gov) as they are completed, but no later than 15 days after the end of each quarter.

The Fourth Quarter payment will be made by the State upon the Grantee's fulfillment of its responsibilities under this agreement.

**G. Accountability**

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funds granted under this contract have been expended for the program activities as approved by the State. These records shall be made available upon request for audit by the State. Records will be retained by the Grantee until an audit has been completed by the State or permission has been granted by the State to dispose of those records.

**PROGRAM A - ALLOCATION SCHEDULE  
NONCOMMUNITY WATER SUPPLY  
OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017**

LOCAL ENTITY	TN	NT	STANDARD AMT	BW	D	F	OPER ASST	CONTRACT AMOUNT	QUARTER STD PAYMT	CAP DEV MAX	SWA Max
ALLEGAN	187	40	\$ 46,421		5		\$ 1,094	\$ 47,515	\$ 11,879	\$ 900	\$ 1,500
BARRY-EATON	220	33	\$ 48,236		4		\$ 875	\$ 49,111	\$ 12,278	\$ 750	\$ 1,300
BAY	13	0	\$ 1,966				\$ -	\$ 1,966	\$ 491	\$ 150	\$ 100
BENZIE-LEELANAU	189	21	\$ 38,105		15		\$ 3,281	\$ 41,386	\$ 10,347	\$ 450	\$ 800
BERRIEN	121	16	\$ 25,554	1	2		\$ 536	\$ 26,091	\$ 6,523	\$ 300	\$ 600
BRANCH-HILLSDALE-ST. J	199	38	\$ 47,329		10		\$ 2,188	\$ 49,516	\$ 12,379	\$ 900	\$ 1,400
CALHOUN	117	32	\$ 32,208		1		\$ 219	\$ 32,426	\$ 8,107	\$ 750	\$ 1,200
CENTRAL MICHIGAN	544	72	\$ 114,920		10		\$ 2,188	\$ 117,107	\$ 29,277	\$ 1,650	\$ 2,700
CHIPPEWA	119	7	\$ 21,169			1	\$ 469	\$ 21,638	\$ 5,410	\$ 150	\$ 300
DELTA-MENOMINEE	78	14	\$ 18,145		3	1	\$ 1,125	\$ 19,270	\$ 4,818	\$ 300	\$ 500
DICKINSON-IRON	41	6	\$ 8,921				\$ -	\$ 8,921	\$ 2,230	\$ 150	\$ 200
DISTRICT 2	296	23	\$ 55,192		1		\$ 219	\$ 55,410	\$ 13,853	\$ 450	\$ 900
DISTRICT 4	280	25	\$ 53,680			1	\$ 469	\$ 54,148	\$ 13,537	\$ 600	\$ 1,000
DISTRICT 10	829	84	\$ 163,458		8		\$ 1,750	\$ 165,208	\$ 41,302	\$ 1,950	\$ 3,200
GENESEE	311	59	\$ 73,790	3	34		\$ 7,734	\$ 81,525	\$ 20,381	\$ 1,350	\$ 2,200
GRAND TRAVERSE	135	18	\$ 28,579				\$ -	\$ 28,579	\$ 7,145	\$ 450	\$ 700
HURON	77	9	\$ 15,726		3	2	\$ 1,594	\$ 17,320	\$ 4,330	\$ 150	\$ 300
INGHAM	83	22	\$ 22,530	1	3		\$ 755	\$ 23,286	\$ 5,821	\$ 450	\$ 800
IONIA	80	22	\$ 22,077		2		\$ 438	\$ 22,514	\$ 5,629	\$ 450	\$ 800
JACKSON	177	34	\$ 42,188				\$ -	\$ 42,188	\$ 10,547	\$ 750	\$ 1,300
KALAMAZOO	163	23	\$ 35,081		4		\$ 875	\$ 35,956	\$ 8,989	\$ 450	\$ 900
KENT	284	50	\$ 65,625		3		\$ 656	\$ 66,281	\$ 16,570	\$ 1,200	\$ 1,900
LAPEER	232	17	\$ 42,792	1	6		\$ 1,411	\$ 44,204	\$ 11,051	\$ 450	\$ 600
LENAWEE	133	26	\$ 31,905		1		\$ 219	\$ 32,124	\$ 8,031	\$ 600	\$ 1,000
LIVINGSTON	259	120	\$ 93,599	1	19		\$ 4,255	\$ 97,854	\$ 24,464	\$ 2,700	\$ 4,600
LMAS	260	14	\$ 45,665		8		\$ 1,750	\$ 47,415	\$ 11,854	\$ 300	\$ 500
MACOMB	71	17	\$ 18,448		7		\$ 1,531	\$ 19,979	\$ 4,995	\$ 450	\$ 600
MARQUETTE	43	10	\$ 11,038		3		\$ 656	\$ 11,695	\$ 2,924	\$ 300	\$ 400
MIDLAND	22	7	\$ 6,502		1		\$ 219	\$ 6,721	\$ 1,680	\$ 150	\$ 300
MID-MICHIGAN	273	43	\$ 60,786	1	1		\$ 318	\$ 61,104	\$ 15,276	\$ 900	\$ 1,600
MONROE	80	10	\$ 16,633		5	1	\$ 1,563	\$ 18,196	\$ 4,549	\$ 300	\$ 400
MUSKEGON	172	22	\$ 35,988				\$ -	\$ 35,988	\$ 8,997	\$ 450	\$ 800
NWMCHA	408	66	\$ 91,633		2		\$ 438	\$ 92,071	\$ 23,018	\$ 1,500	\$ 2,500
OAKLAND	542	143	\$ 146,825	2	32		\$ 7,198	\$ 154,023	\$ 38,506	\$ 3,150	\$ 5,400
OTTAWA	176	29	\$ 39,768		2		\$ 438	\$ 40,206	\$ 10,051	\$ 600	\$ 1,100
SAGINAW	28	6	\$ 6,956				\$ -	\$ 6,956	\$ 1,739	\$ 150	\$ 200
SAINT CLAIR	89	4	\$ 15,272			1	\$ 469	\$ 15,741	\$ 3,935	\$ 150	\$ 200
SANILAC	62	8	\$ 13,004		2	1	\$ 906	\$ 13,910	\$ 3,478	\$ 150	\$ 300
SHIAWASSEE	114	22	\$ 27,218	1	4		\$ 974	\$ 28,192	\$ 7,048	\$ 450	\$ 800
TUSCOLA	75	10	\$ 15,877				\$ -	\$ 15,877	\$ 3,969	\$ 300	\$ 400
VAN BUREN-CASS	212	25	\$ 43,397		1		\$ 219	\$ 43,616	\$ 10,904	\$ 600	\$ 1,000
WASHTENAW	180	48	\$ 48,992	1	8		\$ 1,849	\$ 50,841	\$ 12,710	\$ 1,050	\$ 1,800
WAYNE	12	1	\$ 2,268				\$ -	\$ 2,268	\$ 567	\$ 150	\$ 100
WESTERN UP	116	3	\$ 18,901			5	\$ 2,344	\$ 21,245	\$ 5,311	\$ 150	\$ 100
<b>TOTAL</b>	<b>8102</b>	<b>1299</b>	<b>\$ 1,814,369</b>	<b>12</b>	<b>210</b>	<b>13</b>	<b>\$ 53,219</b>	<b>\$ 1,867,588</b>	<b>\$ 466,897</b>	<b>\$ 29,700</b>	<b>\$ 49,300</b>

**Allocation Amounts**

- \$ 151.21 **2017 Fiscal Year Reimbursement per Unit**
- \$ 98.96 BW = Number of systems under Arsenic bottled water agreement
- \$ 218.75 D = Number of systems with limited treatment classification at D level
- \$ 468.75 F = Number of systems with complete treatment classification at F level
- \$ 100.00 SWA = (Source Water Assessments Maximum Allocation) = NT\*38%; \$100 minimum for active local entities
- \$ 150.00 CAP DEV MAX (Capacity Development Maximum Allocation) = NT\*15%; \$150 minimum for active local entities

9401 Total Active Systems in WaterTrack as of: 9/18/2016

TN = Transient Noncommunity System NT = Nontransient Noncommunity System

Standard Amount Calculation = (Transient Systems)\*(3xNontransient Systems)\*Fiscal Year Reimbursement per Unit

Operator Assistance Calculation = BW Allocation + D Allocation + F Allocation

Contract Amount = Standard Amount + Operator Assistance

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY  
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE  
DRINKING WATER LONG-TERM MONITORING PROGRAM  
PROGRAM B  
OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017**

**A. Statement of Purpose**

This agreement is intended to establish responsibilities for both the Grantee and the State in the conduct of completing work for drinking water long-term monitoring. Funding is approved under Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

**B. Program Budget and Agreement Amount**

The Grantee will be reimbursed at a rate of \$40 for each water well sampled per sample event and associated work. The State will also reimburse the Grantee for all reasonable costs associated with transmitting the water samples/forms to the Department of Environmental Quality (DEQ), Drinking Water Laboratory (Laboratory). The agreement amount maximum is provided in the Program B Allocation Schedule. All requests for payment must be submitted by the Grantee to the State as described in *F. Reimbursement Schedule*.

**C. Requirements - Grantee**

The Grantee shall perform the following services including, but not limited to:

1. Provide qualified staff for completion of all of the required activities.
2. Collect samples from the drinking water wells identified by the State on the Drinking Water Monitoring List (List). The samples must be collected within the sample collection period prescribed by the State while maintaining a minimum time period between collections. The minimum time periods between collections are as follows:

<b>MONITORING PERIOD</b>	<b>MINIMUM TIME BETWEEN COLLECTIONS</b>
Quarterly (3 months)	1 month
Triannual (4 months)	2 months
Semiannual (6 months)	3 months
Annual (1 year)	6 months
Biennial (2 years)	12 months

3. To ensure that data is available to determine funding needs for the next fiscal year (FY), the following minimum sample collections are to be collected prior to July 1, 2017:
  - All samples listed as an annual collection event.
  - At least one round of samples listed as semiannual.
  - At least one round of samples listed as triannual.
  - At least two rounds of samples listed as quarterly.

If Grantee's schedule does not allow for this minimum sample collection timetable, please contact the DEQ, Source Water Unit, Contamination Investigation Program (SWU CIP) designated representative.

4. Complete the Laboratory's Request for Water Analysis forms or the analysis forms for other laboratories designated by the State.
5. Transport water samples and completed forms for submission to the Laboratory or other laboratory designated by the State. All eligible laboratory costs accrued under Program B will be the responsibility of the State. Use appropriate preservation and handling techniques for transport of sample(s).
6. All work must follow the sampling plan detailed on the List. Grantee shall follow sampling protocol provided by the Laboratory, or other United States Environmental Protection Agency certified drinking water laboratories as designated by the State. The Laboratory's protocol for collection, transport, and submission of drinking water samples can be reviewed on the Internet at

[http://www.michigan.gov/deq/0,1607,7-135-3307\\_4131\\_4155---,00.html](http://www.michigan.gov/deq/0,1607,7-135-3307_4131_4155---,00.html)

or contact the SWU CIP designated representative for assistance in understanding the Laboratory's protocol.

7. Generate and send health advisory letters after each sampling event to the water well owner and to the water well users, if the property is being rented (if known). The letters will meet form and content criteria acceptable to the State. Advisory letters are to be sent within 6 weeks of receipt of all sample results for a specific site monitoring event. A copy of each advisory letter must be sent to the SWU CIP designated representative. The name of the SWU CIP designated representative appears on the List (see "DEQ CIP Contact"). A copy of each advisory letter and sample result must also be sent to the respective DEQ, Remediation and Redevelopment Division, district office unless otherwise indicated by that district office or to other DEQ program staff as directed by SWU CIP staff.

#### **D. Requirements - State**

The State shall perform the following services including, but not limited to:

1. Provide the Grantee the List(s). This includes the location of drinking water wells to be monitored and the sample collection frequency for each address. These are organized by drinking water monitoring sites (Site) by Site name.
2. Provide assistance to the Grantee in drafting health advisory letters.
3. Provide instruction to the Grantee staff on sample collection protocol when requested.

4. Provide the Grantee with changes for any Site in the long-term drinking water monitoring program. Documented notification of changes, such as additions and deletions of Sites or sample locations within a Site, and changes to sample collection frequency will be made by mail, fax, or electronic mail.
5. Provide payment in accordance with the terms and conditions of this agreement based upon appropriate reports, records, and documentation maintained by the Grantee. Review of the documentation and approval of payment will be made by the SWU CIP designated representative on a quarterly basis. The program contact person is Lois Elliott Graham, who may be reached at 517-284-6530; at [grahaml@michigan.gov](mailto:grahaml@michigan.gov); or at DEQ – Contamination Investigation, P.O. Box 30241, Lansing, Michigan 48909-7741.
6. Provide any report forms and reporting formats required by the State at the effective date of this agreement, and with any new report forms and reporting formats proposed for issuance thereafter, at least 90 days prior to required usage, to afford the Grantee an opportunity for review and comment.
7. Assure that all terms of the agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this agreement will be maintained for a period of not less than 10 years from the date of termination, the date of submission of the final expenditure report, or until audit findings have been resolved.

#### **E. Performance/Progress Report Requirements**

The Grantee shall adhere to the terms and conditions of this agreement as demonstrated by appropriate reports, records, and documentation maintained by the Grantee. Reports shall include a list of water wells sampled by Site name and date along with total payment requested, including postage, and copies of the advisory letters if not previously provided.

#### **F. Reimbursement Schedule**

Reimbursement may be requested on a quarterly basis by submittal of required reports and request for payment. The final payment for the FY will be made by the State upon the grantee's fulfillment of its responsibilities under this agreement.

All requests for payment must be submitted to the SWU CIP designated representative (see *D. Requirements – State*, Number 5) no later than Tuesday, October 3, 2017, to allow time for processing before the State's FY end closing.

#### **G. Accountability**

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funds granted under this contract have been expended for the program activities as approved by the State. These records shall be made available upon request for audit by the State. Records will be retained by the Grantee until an audit has been completed by the State or permission has been granted by the State to dispose of the records.

**PROGRAM B - ALLOCATION SCHEDULE  
DRINKING WATER LONG-TERM MONITORING PROGRAM  
OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017**

<b>Grantee</b>	<b>No. of Counties</b>	<b>Allocation</b>
Allegan	1	\$4,000
Barry-Eaton District	2	\$3,500
Bay	1	\$0
Benzie-Leelanau District	2	\$800
Berrien	1	\$3,000
Branch-Hillsdale-St. Joseph Community Health	3	\$1,400
Calhoun	1	\$2,600
Central Michigan District	6	\$3,000
Chippewa	1	\$0
Delta & Menominee District	2	\$0
Detroit, City of - Dept. of Health & Wellness	0	\$0
Dickinson-Iron District	2	\$50
District #2	4	\$4,500
District #4	4	\$2,500
District #10	10	\$4,200
Genesee	1	\$500
Grand Traverse	1	\$900
Huron	1	\$400
Ingham	1	\$700
Ionia	1	\$500
Jackson	1	\$800
Kalamazoo	1	\$3,700
Kent	1	\$1,900
Lapeer	1	\$0
Lenawee	1	\$500
Livingston	1	\$10,400
Luce-Mackinac-Alger-Schoolcraft District	4	\$50
Macomb	1	\$600
Marquette	1	\$100
Midland	1	\$800
Mid-Michigan District	3	\$2,000
Monroe	1	\$500
Muskegon	1	\$3,500
Northwest Michigan Community Health Agency	4	\$6,500
Oakland	1	\$35,000
Ottawa	1	\$900
Saginaw	1	\$500
Saint Clair	1	\$0
Sanilac	1	\$200
Shiawassee	1	\$3,500
Tuscola	1	\$1,100
Van Buren/Cass District	2	\$0
Washtenaw	1	\$3,200
Wayne	1	\$0
Western Upper Peninsula District	5	\$150
<b>Totals</b>	<b>83 (+ 1 City)</b>	<b>\$108,450</b>



**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY  
RESOURCE MANAGEMENT GROUP  
GREAT LAKES BEACH MONITORING PROGRAM  
PROGRAM C  
OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017**

**A. Statement of Purpose**

This agreement is intended to establish responsibilities for both the Grantee and the State in the conduct of the Great Lakes Beach Monitoring Program (Program C) services required under the Beaches Environmental Assessment and Coastal Health Act (BEACH Act), the Public Health Code, 1978 PA 368, as amended, and Part 4 Water Quality Standards, promulgated under Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

**B. Program Budget and Agreement Amount**

The Grantee will be paid up to the allocated amount. The allocated amount is based on a formula that includes an allocation per health department and an allocation per beach. The Grantee must use funds to monitor beaches listed in the attached table. The allocated amounts will vary from year to year depending on available funding. The State will reimburse the Grantee for all reasonable costs associated with monitoring beaches according to the Quality Assurance Project Plan (QAPP). All payment requests for services for Great Lakes beaches must be submitted in writing.

**C. Requirements - Grantee**

The Grantee shall perform the following services for beaches located along the Great Lakes that are used by the public for recreational use:

1. Obtain user id and password from the beach monitoring program manager. Identify and update organization information on the DEQ beach monitoring web site at <http://www.deq.state.mi.us/beach/>.
2. Identify beaches or similar points of access located along the Great Lakes that are used by the public for recreation. Report location information on the DEQ beach monitoring web site; information includes location name, location description, waterbody name, waterbody type, site type, if located in a state park, coordinates for latitude and longitude in decimal degrees for the endpoints and center point of each location, an 8-digit hydrological unit code, beach length in meters, the county and township location, facilities available, and optional description of amenities.
3. Notify the city, village, or township in which the beach or point of access is located prior to conducting monitoring activities.
4. Update the QAPP for the beach monitoring program prior to monitoring beaches. The QAPP must be consistent with requirements in the Public Health Code, the Part 4 Water Quality Standards, and the BEACH Act, and must be approved by the State prior to initiation of monitoring. QAPPs that have been approved and have current approval letters from the DEQ will satisfy this requirement.
5. Monitor beaches according to approved QAPP.

6. Beaches will be monitored according to R 323.1062 of the Part 4. Water Quality Standards (WQS) promulgated under Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Subrule 62(1) of the WQS states, "All waters of the state protected for total body contact recreation shall not contain more than 130 *Escherichia coli* (*E. coli*) per 100 milliliters (ml), as a 30-day geometric mean. Compliance shall be based on the geometric mean of all individual samples taken during 5 or more sampling events representatively spread over a 30-day period. Each sampling event shall consist of three or more samples taken at representative locations within a defined sampling area. At no time shall the waters of the state protected for total body contact recreation contain more than a maximum of 300 *E. coli* per 100 ml. Compliance shall be based on the geometric mean of three or more samples taken during the same sampling event at representative locations within a defined sampling area." This rule is consistent with the requirements of the BEACH Act.
7. Report the current monitoring plan for each location on the DEQ beach monitoring web site. Each monitoring plan will include the start and end dates for the swimming season, and the monitoring season and the frequency that the location will be monitored. Locations can be updated individually or in groups by county. Usually, the sampling events are regularly scheduled throughout the swimming season. The DEQ acknowledges that some beaches may have fewer sampling events due to financial limitations.
8. Report location of at least three monitoring points per site on the DEQ beach monitoring web site prior to reporting monitoring data. Report results for composite samples or individual samples for *E. coli* and status of beach (open/closed/advisory) within 36 hours of the test or evaluation to the DEQ via the web site, the city, village, or township in which the site is located, and the owner or operator. The DEQ beach monitoring web site can calculate daily geometric means and 30-day geometric means as individual results are reported.
9. Conduct a beach sanitary survey for each location that will be monitored. The USEPA has provided the following beach sanitary survey tools that may be used to conduct an annual or a routine beach sanitary survey: an annual beach sanitary survey form, a routine beach sanitary survey form, a beach sanitary survey database, and a guidance document. Please contact the program manager for instructions to get this information. It is recommended that a beach sanitary survey also be conducted at non-monitored locations when possible. The sanitary survey will indicate whether beach owners have posted signs that indicate whether the site is monitored or not and where the results can be found if the site is monitored. The Grantee may purchase signs with grant funds that will be posted as described in the Public Health Code for publicly owned beaches. Open stretches of beach or beaches at road ends that are not advertised or posted as public bathing beaches do not need to have signs posted. Notify the beach monitoring program manager, the city, village, or township in which the site is located, and the owner or operator of the beach of the results or findings of the sanitary survey.
10. Report beach sanitary survey results to the DEQ beach monitoring web site.
11. The DEQ is interested in comparing the results of culture-based methods with the results obtained from QPCR methods. If you are interested, please contact the program manager for information.

12. A composite sample can be submitted to a lab for testing instead of three individual samples. This approach has potential to reduce costs thus providing funds that can be used to increase the duration and frequency of monitoring, conduct more sanitary surveys, develop predictive models (Virtual Beach), and perform QPCR methods for comparison of results between culture-based and QPCR methods. Please note that a revised beach monitoring QAPP will be required to include the procedures for composite sampling, predictive models (Virtual Beach), and performing QPCR methods. Please contact the program manager for more information about revising the QAPP. The revised QAPP must be approved prior to conducting these activities.
13. Provide training for staff involved in the Program as necessary to maintain knowledge of current regulations and internal policies and procedures to keep staff informed of technological improvement and advancements as approved by the state. **Recommended training opportunities:**
  - i. Michigan Environmental Health Association's Annual Education Conference (March 15-16, 2017 in Big Rapids, Michigan <http://www.meha.net/AEC>)
  - ii. National Environmental Health Association 2017 Annual Education Conference July 10-13, 2017 in Grand Rapids, Michigan <http://www.neha.org/node/53757>)
  - iii. Great Lakes Beach Association Conference, November 6-9, 2017 in Green Bay, Wisconsin (registration may be paid prior to September 30, 2017, but travel expenses will be incurred during fiscal year 2018).
14. Submit a final report to the beach monitoring program manager. The final report shall include a list of monitored beaches, a summary of monitoring results, a summary of beach sanitary survey reports, and a description of the public notification plan, outreach activities, public education effort, and effort to receive public comment about beach monitoring activities.

#### **D. Requirements - State**

1. The DEQ will provide and maintain the BeachGuard web site for beach monitoring results and notification of beach advisories and closures.
2. The DEQ will assist Grantees with their reporting of beach data for the BeachGuard web site.

#### **E. Performance/Progress Report Requirements**

Reimbursement will be based upon the approved requests in writing up to the amount of the allocation schedule in this agreement.

1. Written requests can be submitted on a quarterly basis and will include a narrative description of accomplishments and the amount of reimbursement. A final programmatic report shall be sent to: Surface Water Assessment Section, Water Resources, DEQ, P.O. Box 30458, Lansing, Michigan 48909-7958. The contact person is Shannon Briggs, who can be reached at 517-284-5526 or by email at [BRIGGSS4@michigan.gov](mailto:BRIGGSS4@michigan.gov).
2. The final payment will be made by the State based upon the Grantee's fulfillment of its responsibilities under this agreement.

## **F. Reimbursement Schedule**

The Program allocation schedule is attached depicting the funding amount for the services required in this agreement. Quarterly payments will be made by the State upon receipt of approved quarterly reports that include a narrative description of accomplishments and a request for the amount of reimbursement.

## **G. Accountability**

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funds granted under this contract have been expended for the Program activities, as approved by the State. These records shall be made available upon request for audit by the State.

Records will be retained by the Grantee until an audit has been completed by the State or permission has been granted by the State to dispose of the records.

**PROGRAM C - ALLOCATION SCHEDULE  
GREAT LAKES BEACH MONITORING PROGRAM  
OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017**

<b>Grantee</b>	<b>No. of Counties</b>	<b>Allocation</b>
Allegan	1	\$5,000
Barry-Eaton District	2	\$0
Bay	1	\$5,000
Benzie-Leelanau District	2	\$0
Berrien	1	\$9,323
Branch-Hillsdale-St. Joseph Community Health	3	\$0
Calhoun	1	\$0
Central Michigan District	6	\$8,706
Chippewa	1	\$6,853
Delta & Menominee District	2	\$5,000
Detroit, City of - Dept. of Health & Wellness	0	\$2,500
Dickinson-Iron District	2	\$0
District #2	4	\$10,558
District #4	4	\$8,706
District #10	10	\$11,485
Genesee	1	\$0
Grand Traverse	1	\$0
Huron	1	\$9,014
Ingham	1	\$0
Ionia	1	\$0
Jackson	1	\$0
Kalamazoo	1	\$0
Kent	1	\$0
Lapeer	1	\$0
Lenawee	1	\$0
Livingston	1	\$0
Luce-Mackinac-Alger-Schoolcraft District	4	\$5,000
Macomb	1	\$5,000
Marquette	1	\$0
Marquette, City of	0	\$5,000
Midland	1	\$0
Mid-Michigan District	3	\$0
Monroe	1	\$5,000
Muskegon	1	\$9,014
Northwest Michigan Community Health Agency	4	\$14,573
Oakland	1	\$0
Ottawa	1	\$7,779
Saginaw	1	\$0
Saint Clair	1	\$9,632
Sanilac	1	\$5,000
Shiawassee	1	\$0
Tuscola	1	\$0
Van Buren/Cass District	2	\$5,000
Washtenaw	1	\$0
Watershed Center, Grand Traverse	0	\$9,014
Wayne	1	\$2,500
Western Upper Peninsula District	5	\$8,397
<b>Total</b>	<b>83 (+ 2 Cities &amp; 1 Nonprofit)</b>	<b>\$173,054</b>

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY  
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE  
PUBLIC SWIMMING POOL PROGRAM  
PROGRAM D  
OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017**

**A. Statement of Purpose**

This agreement is intended to establish responsibilities for both the Grantee and the State in the conduct of completing work within the Grantee's jurisdiction in the Public Swimming Pool Program in accordance with Section 12532 of the Public Health Code, 1978 PA 368, as amended.

**B. Program Budget and Agreement Amount**

The Grantee will be paid on an annual basis for work in the Public Swimming Pool Program. The agreement amount is provided in item *F. Reimbursement Schedule* and in Program D *Allocation Schedule*. All requests for payment must be submitted by the Grantee to the State as described in item *F. Reimbursement Schedule*.

**C. Requirements - Grantee**

The Grantee will conduct an inspection of all public swimming pools under its jurisdiction during the calendar year 2017, investigate complaints, conduct meetings, and/or conferences relative to compliance issues, and complete a *Public Swimming Pool Inspection Report* (Form EQP 1735), as provided by the State, or other report form approved by the State. Only public swimming pools that have submitted a license application and paid appropriate licensing fees for the calendar year 2017 should be inspected.

The Grantee will review the list of public swimming pools from their jurisdiction provided by the State, as in item *D. Requirements – State*, make modifications and adjustments, and return the list to the address in item *E. Performance/Progress Report Requirements*, within 30 days.

Indoor pools should be inspected during the months of January, February, March, or April 2017 with the exception of public swimming pools located at schools. It is acceptable to inspect pools at schools during September or October 2017. Outdoor pools should be inspected during the operating season of May, June, July, or August 2017.

It is acceptable for the Grantee to inspect indoor pools any month of the calendar year. Pool inspections during the months of October, November and December should be avoided as much as possible. In no case should inspections be completed later than December 31, 2017.

Completed inspection reports should be forwarded to the State within 2 to 4 weeks following the inspection, but in no case later than January 9, 2018.

**D. Requirements - State**

By January 29, 2017, the State will provide the Grantee with a list of public swimming pools from their jurisdiction that have paid the license fees, and have been inspected for the calendar year 2016. This list is the basis for reimbursement to the Grantee and must be submitted to the State as provided under item *F. Reimbursement Schedule*. If the list needs modification, the State will provide the Grantee a 30-day period to request any adjustments.

The State will provide technical assistance and periodic oversight to the Grantee relative to public swimming pool compliance issues when requested. The program contact person is Jeremy Hoeh, who may be reached at 517-284-6528; at [hoehj@michigan.gov](mailto:hoehj@michigan.gov); or at DEQ, Drinking Water and Environmental Health Section – Swimming Pools, P.O. Box 30241, Lansing, Michigan 48909-7741.

#### **E. Performance/Progress Report Requirements**

Inspection reports and lists from item *D. Requirements – State* should be sent to: DEQ, Drinking Water and Environmental Health Section – Swimming Pools, P.O. Box 30241, Lansing, Michigan 48909-7741 or emailed to [DEQ-EH@michigan.gov](mailto:DEQ-EH@michigan.gov).

#### **F. Reimbursement Schedule**

The State will reimburse the Grantee on a lump sum basis according to the license criteria listed below for those public swimming pools inspected during the year ending December 31, 2016, by the Grantee’s staff or designated representative:

Initial license for a public swimming pool*	\$100
License renewal prior to December 31	\$30
License renewal after December 31	\$45
License renewal after lapse beyond April 30 without a license	\$70

\*Applies only to those local jurisdictions that are certified by the Department of Environmental Quality to conduct the initial inspections.

Payments will be made for those public swimming pools that have all fees paid in full for the 2016 licensing year and an inspection report dated during the calendar year 2016 has been submitted by January 8, 2017.

#### **G. Accountability**

The State will furnish periodic status reports to each Grantee indicating the number of license applications, fees, and inspection reports received.

**PROGRAM D - ALLOCATION SCHEDULE  
PUBLIC SWIMMING POOL PROGRAM  
OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017**

<b>Grantee</b>	<b>No. of Counties</b>	<b>Allocation</b>
Allegan	1	\$2,795
Barry-Eaton District	2	\$2,305
Bay	1	\$1,620
Benzie-Leelanau District	2	\$1,270
Berrien	1	\$5,500
Branch-Hillsdale-St. Joseph Community Health	3	\$1,225
Calhoun	1	\$2,245
Central Michigan District	6	\$2,710
Chippewa	1	\$1,080
Delta & Menominee District	2	\$700
Detroit, City of - Dept. of Health & Wellness	0	\$2,860
Dickinson-Iron District	2	\$580
District #2	4	\$940
District #4	4	\$3,005
District #10	10	\$5,155
Genesee	1	\$4,845
Grand Traverse	1	\$3,000
Huron	1	\$790
Ingham	1	\$5,370
Ionia	1	\$520
Jackson	1	\$1,630
Kalamazoo	1	\$5,580
Kent	1	\$11,155
Lapeer	1	\$875
Lenawee	1	\$865
Livingston	1	\$1,805
Luce-Mackinac-Alger-Schoolcraft District	4	\$2,230
Macomb	1	\$11,140
Marquette	1	\$1,270
Midland	3	\$1,420
Mid-Michigan District	1	\$1,570
Monroe	1	\$2,045
Muskegon	1	\$2,695
Northwest Michigan Community Health Agency	4	\$5,560
Oakland	1	\$30,000
Ottawa	1	\$6,300
Saginaw	1	\$3,270
Saint Clair	1	\$2,080
Sanilac	1	\$310
Shiawassee	1	\$580
Tuscola	1	\$310
Van Buren/Cass District	2	\$2,245
Washtenaw	1	\$9,670
Wayne	1	\$17,000
Western Upper Peninsula District	5	\$1,060
<b>Total</b>	<b>83 (+ 2 Cities)</b>	<b>\$171,180</b>



**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY  
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE  
SEPTAGE WASTE PROGRAM  
PROGRAM E  
OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017**

**A. Statement of Purpose**

This agreement is intended to establish a payment schedule to the Local Entity for an initial septage waste land site inspection, annual land site inspection, septage waste vehicle inspection, and authorized receiving facility inspection in accordance with Section 324.11716 of part 117, Septage Waste Servicers, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

**B. Program Budget and Agreement Amount**

The Department of Environmental Quality (DEQ) will reimburse the Local Entity on an annual lump sum basis according to the following criteria:

Initial inspection of a septage land disposal site (per site)	\$500.00
Annual DEQ authorized "active" land disposal site inspection (per site) includes DEQ authorized septage waste storage facility inspection	\$430.00
Annual inspection of septage vehicles (per vehicle)	\$50.00
DEQ authorized receiving facility inspection	\$100.00

The payment for a new land application site and new vehicle shall satisfy the annual inspection requirement. The annual payment for land disposal sites will be made for one inspection of each site. Please note that each site may contain more than one disposal location otherwise known as a "field". The disposal site inspection and reimbursement payment includes inspection of the DEQ authorized septage waste storage facility (if applicable).

Annual payment for septage waste vehicle inspections will be based on the number of vehicles inspected – one payment only per vehicle.

**C. Requirements - Grantee**

1. The Local Entity shall investigate complaints and conduct meetings and/or conferences relative to compliance issues. The Local Entity will provide a timely and appropriate response to all violations in a manner described in a DEQ Septage Waste Program document entitled, "Fiscal Year 2017 Enforcement Policy".
2. The Local Entity shall conduct inspections of all DEQ licensed septage waste land disposal sites and septage waste vehicles on an annual basis in accordance with Part 117 and as established in a DEQ Septage Waste Program document entitled, "Fiscal Year 2017 Compliance Inspection Policy". The Local Entity shall use the DEQ online *Septage Haulers Directory* prior to inspection and use current inspection forms provided by the DEQ posted on the Septage Program webpage.

3. The DEQ shall notify the Local Entity to conduct inspections of new land application sites and new vehicles. The Local Entity shall conduct inspections of new land application sites and new vehicles and submit the material to the DEQ Septage Program within 2 weeks from the date of receipt of DEQ notification. The inspections are conducted to verify that the new sites, the new septage waste vehicles, and the servicing methods are in compliance with part 117. The Local Entity shall use current inspection forms provided by the DEQ posted on the Septage Program webpage. **Payment shall not be made for inspections performed and/or inspection forms submitted more than 2 weeks from the date the inspection request is sent to the Local Entity by the DEQ.**
4. The Local Entity shall conduct annual inspections of all DEQ authorized septage waste receiving facilities in their jurisdiction using current inspection forms provided by the DEQ.
5. The Local Entity shall conduct inspections of all DEQ authorized septage waste storage facilities on an annual basis. The Local Entity shall use current inspection forms provided by the DEQ posted on the Septage Program webpage.
6. The Local Entity shall submit inspection tracking reports on a quarterly basis using the form provided by the DEQ. The inspection forms shall be submitted along with the quarterly report form unless previously submitted. These and other program forms can be downloaded from the program website by clicking on *Health Department Information* located under *Downloads* on the Septage Waste Program webpage at [www.michigan.gov/septage](http://www.michigan.gov/septage).
7. The Local Entity shall **complete all inspections no later than August 31, 2017**, and shall **submit the Request for Payment (RFP) to the Septage Waste Program no later than September 15, 2017**.
8. The Local Entity shall make the RFP in writing and include an alphabetical list of all licensed septage waste businesses and inspection dates of the inspections made within their jurisdiction using the Septage Program Quarterly Report form posted on the program webpage described below.

Inspection requirement details are outlined in the document entitled, "Fiscal Year 2017 Compliance Inspection Policy". This policy, inspection checklists, reports and forms are posted on the program website and can be downloaded by clicking on 'Health Department Information' located under 'Downloads' on the program webpage.

#### **D. Requirements - State**

The DEQ shall provide a current list of permitted land disposal sites by jurisdiction. This information is available by clicking on 'Septage Haulers Directory' located under 'Online Services' on the program web page and searching by county.

1. The DEQ shall provide up to date license application materials on the program website available under "downloads".
2. The DEQ shall perform a one time, detailed review of all new septage waste firm business, vehicle, land site and cropping plan applications to ensure administrative completeness before forwarding them to the local entity for inspection.
3. The DEQ shall provide current inspection forms on the program website. These forms can be downloaded from the program website by clicking on 'Health Department Information' located under 'Program Forms/Downloads'. The inspection forms include:

- a. Existing Land Site Inspection form (EQP 5900);
  - b. New Land Site Inspection Form (EQP 5970);
  - c. Cropping Plan Review Form;
  - d. Septage Waste Program Vehicle Inspection Form (EQP 5901);
  - e. Septage Waste Receiving Facility Inspection Form (EQP 5911);
  - f. Septage Waste Storage Facility Inspection Form (EQP 5966).
4. The DEQ shall make available quarterly inspection status report forms. These forms can be downloaded from the program website by clicking on 'Health Department Information' located under 'Program Forms/Downloads'.
  5. The DEQ will provide for the request and receipt of annual cropping plans for all existing land application sites which shall be transmitted to the Local Entity. The DEQ will make available detailed land application record review and inspection resources necessary to assist the Local Entity in their consideration of cropping plans for existing sites within their respective jurisdictions.
  6. The DEQ will provide resources, technical assistance, regional training, and program support as requested by the local entity. These resources include the Guidance Manual for the Land Application of Septage Waste which can be downloaded from the program website. It can be accessed by clicking on *Land Application Information* under *Program Forms/Downloads*.
  7. The DEQ shall provide program updates and information via the program webpage's *Septage Program FAQs* (Frequently Asked Questions) and informational mailings. The Local Entity will be copied on memos and letter issued to licensed septage waste businesses.

#### **E. Performance/Progress Report Requirements**

Quarterly reports and year end RFP submissions should be sent to: Drinking Water and Environmental Health Section, Office of Drinking Water and Municipal Assistance, P.O. Box 30241, Lansing, MI 48909-7741. The contact person is the Septage Waste Program Coordinator, Mr. Matthew Rockhold, who can be reached at 517-284-6540 (Lansing) or by e-mail at [rockholdm@michigan.gov](mailto:rockholdm@michigan.gov).

#### **F. Reimbursement Schedule**

Reimbursement will be based upon the remittance of standardized information in a spreadsheet format summarizing inspections performed and the remittance of the appropriate checklists referenced above (EQP 5900, EQP 5901, and EQP 5911).

The annual payment will be made by the State upon receipt of the RFP from the Local Entity and based upon the Local Entity's fulfillment of its responsibilities under this agreement. The RFP and inspection checklist copies are due by September 15. The reimbursement request shall be sent to: Administration Section, Office of Drinking Water and Municipal Assistance, DEQ, P.O. Box 30241, Lansing, MI 48909-7741.

## **G. Accountability**

The Local Entity shall maintain adequate accounting and employee activity records to reflect that all funding granted under this agreement have been expended for the Program activities, as approved by the State. These records shall be made available upon request for audit by the State.

Records will be retained by the Local Entity until an audit has been completed by the State or permission has been granted by the State to dispose of the records.

**PROGRAM E - ALLOCATION SCHEDULE  
SEPTAGE WASTE PROGRAM  
OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017**

<b>Grantee</b>	<b>No. of Counties</b>	<b>Allocation</b>
Allegan	1	\$1,380
Barry-Eaton District	2	\$1,130
Bay	1	\$500
Benzie-Leelanau District	2	\$3,050
Berrien	1	\$1,900
Branch-Hillsdale-St. Joseph Community Health	3	\$2,310
Calhoun*	1	\$0
Central Michigan District	6	\$6,080
Chippewa	1	\$3,180
Delta-Menominee District	2	\$3,730
Detroit, City of - Dept. of Health & Wellness*	0	\$0
Dickinson-Iron District	2	\$730
District #2	4	\$3,350
District #4	4	\$6,410
District #10	10	\$12,340
Genesee*	1	\$0
Grand Traverse	1	\$500
Huron	1	\$1,400
Ingham*	1	\$0
Ionia	1	\$100
Jackson	1	\$900
Kalamazoo*	1	\$0
Kent*	1	\$0
Lapeer*	1	\$0
Lenawee	1	\$1,360
Livingston	1	\$1,200
Luce-Mackinac-Alger-Schoolcraft District	4	\$2,170
Macomb	1	\$850
Marquette	1	\$830
Midland	1	\$450
Mid-Michigan District	3	\$5,720
Monroe	1	\$2,800
Muskegon	1	\$1,350
Northwest Michigan Community Health Agency	4	\$8,250
Oakland	1	\$3,400
Ottawa	1	\$1,750
Saginaw	1	\$1,830
Saint Clair	1	\$1,130
Sanilac*	1	\$0
Shiawassee	1	\$830
Tuscola	1	\$150
Van Buren/Cass District	2	\$2,310
Washtenaw	1	\$600
Wayne	1	\$1,600
Western Upper Peninsula District	5	\$800
<b>Total</b>	<b>83 (+ 1 City)</b>	<b>\$88,370</b>

\*Indicates LHDs that are not under contract with the DEQ.

Note that this does not include estimates for new businesses, trucks or land sites

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY  
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE  
CAMPGROUND PROGRAM  
PROGRAM H  
OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017**

**A. Statement of Purpose**

This agreement is intended to establish responsibilities for both the Grantee and the State in the conduct of completing work within the Grantee's jurisdiction in the annual Campground Program in accordance with Section 12510 of the Public Health Code, 1978 PA 368, as amended (Act 368).

This agreement is also intended to establish responsibilities for both the Grantee and the State for the issuance of a temporary campground license within the Grantee's jurisdiction when fees are collected by the Grantee in accordance with Section 12510 of Act 368.

**B. Program Budget and Agreement Amount**

The Grantee will be reimbursed on an annual basis for work in the Campground Program. The agreement amount is provided in item *F. Reimbursement Schedule* and in Program H *Allocation Schedule*. All requests for payment must be submitted by the Grantee to the State as described in item *F. Reimbursement Schedule*.

Annual payments will be made for those campgrounds that have all fees paid in full and an inspection report has been submitted.

The Grantee will reimburse the State on an annual basis for each temporary campground license fee collected during the year by the Grantee's staff or designated representative. The agreement amount is provided in item *F. Reimbursement Schedule*. The State requests for reimbursement are as described in item *F. Reimbursement Schedule*.

**C. Requirements – Grantee**

The Grantee will conduct an inspection of all campgrounds under its jurisdiction that have submitted a license application and paid in full the appropriate licensing fees. The Grantee will investigate complaints, conduct meetings and/or conferences relative to compliance issues, and complete a *Campground Inspection Report* (Form EQP 1715) as provided by the State, or other report form approved by the State.

All campgrounds should be inspected when they are open during the months of May, June, July, August, or September 2017. Completed inspection reports should be forwarded to the State, item *E. Performance/Progress Report Requirements*, within 2 to 4 weeks following the inspection, but in no case no later than the end date of this contract, September 30, 2017.

The Grantee will collect license fees for temporary campgrounds within its jurisdiction in accordance with Section 12506a of Act 368, issue or deny the temporary campground licenses, and forward a copy of the approved or denied license to the State. License copies should be forwarded to the State within 2 to 4 weeks after the licensing period, but in no case no later than the end date of this contract, September 30, 2017.

The Grantee will review the Campground and Temporary Campground lists provided by the State, item *D. Requirements – State*, make modifications and adjustments, and return the lists to the address in item *E. Performance/Progress Report Requirements*, within 30 days.

#### **D. Requirements - State**

By January 31, 2017, the State will provide the Grantee with a list of campgrounds from their jurisdiction that have been inspected for the year ending September 30, 2016, and have paid the license fees. This list is the basis for reimbursement to the Grantee under item *F. Reimbursement Schedule*. If the list needs modification, the State will provide the Grantee a 30-day period to request any adjustments.

The State will provide technical assistance and periodic oversight to the Grantee relative to campground compliance issues when requested.

For temporary campground licenses, by March 1, 2017, the State will provide the Grantee with a list of temporary campground license applications received from the Grantee's jurisdiction during the year ending September 30, 2016. This list is the basis for the invoice intended for the Grantee under item *F. Reimbursement Schedule*.

The contact person is Sarah Rottiers, who may be reached at 517-284-6520; at [rottierss@michigan.gov](mailto:rottierss@michigan.gov); or at DEQ, Drinking Water and Environmental Health Section - Campgrounds, P.O. Box 30241, Lansing, Michigan 48909-7741.

#### **E. Performance/Progress Report Requirements**

Inspection reports, temporary campground license copies, and lists from item *D. Requirements – State*, should be sent to: DEQ, Office of Drinking Water and Municipal Assistance, Environmental Health Section - Campgrounds, P.O. Box 30241, Lansing, Michigan 48909-7741 or scan and E-mail to [DEQ-EH@michigan.gov](mailto:DEQ-EH@michigan.gov).

#### **F. Reimbursement Schedule**

The State will reimburse the Grantee on a lump sum basis at \$25 for each annually licensed campground inspected during the year ending September 30, 2016, by the Grantee's staff or designated representative.

Based on the list of temporary campground license applications received from the State for the Grantee's jurisdiction during the year ending September 30, 2016, the State will send an invoice for the appropriate lump sum charge in accordance with Act 368, less the \$25 portion of the fee intended for the Grantee.

#### **G. Accountability**

The State will furnish periodic status reports to each Grantee indicating the number of annual license applications, fees, and inspection reports received.

**PROGRAM H - ALLOCATION SCHEDULE  
CAMPGROUND PROGRAM  
OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017**

<b>Grantee</b>	<b>No. of Counties</b>	<b>No. of CGs</b>	<b>Allocation</b>
Allegan	1	30	\$750
Barry-Eaton District	2	32	\$800
Bay	1	8	\$200
Benzie-Leelanau District	2	30	\$750
Berrien	1	18	\$450
Branch-Hillsdale-St. Joseph Community Health	3	62	\$1,550
Calhoun	1	13	\$325
Central Michigan District	6	96	\$2,400
Chippewa	1	26	\$650
Delta & Menominee District	2	23	\$575
Detroit, City of - Dept. of Health & Wellness	0	0	\$0
Dickinson-Iron District	2	24	\$600
District #2	4	59	\$1,475
District #4	4	60	\$1,500
District #10	10	246	\$6,150
Genesee	1	9	\$225
Grand Traverse	1	21	\$525
Huron	1	28	\$700
Ingham	1	10	\$250
Ionia	1	10	\$250
Jackson	1	31	\$775
Kalamazoo	1	9	\$225
Kent	1	20	\$500
Lapeer	1	20	\$500
Lenawee	1	18	\$450
Livingston	1	10	\$250
Luce-Mackinac-Alger-Schoolcraft District	4	71	\$1,775
Macomb	1	4	\$100
Marquette	1	18	\$450
Midland	1	8	\$200
Mid-Michigan District	3	32	\$800
Monroe	1	18	\$450
Muskegon	1	23	\$575
Northwest Michigan Community Health Agency	4	52	\$1,300
Oakland	1	21	\$525
Ottawa	1	21	\$525
Saginaw	1	8	\$200
Saint Clair	1	14	\$350
Sanilac	1	12	\$300
Shiawassee	1	8	\$200
Tuscola	1	9	\$225
Van Buren-Cass District	2	62	\$1,550
Washtenaw	1	11	\$275
Wayne	1	6	\$150
Western Upper Peninsula District	5	37	\$925
<b>Totals</b>	<b>83 (+ 1 City)</b>	<b>1,348</b>	<b>\$33,700</b>



**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY  
OFFICE OF WASTE MANAGEMENT AND RADIOLOGICAL PROTECTION  
MEDICAL WASTE REGULATORY PROGRAM  
PROGRAM I  
OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017**

**A. Statement of Purpose**

This agreement is intended to establish responsibilities for both the Grantee and the State in the conduct of completing work within the Grantee’s jurisdiction under a pilot program for the Medical Waste Regulatory Program (MWRP) in accordance with the Medical Waste Regulatory Act (MWRA), Part 138 of the Michigan Public Health Code, 1978 PA 368, as amended and associated Administrative Rules.

**B. Program Budget and Agreement Amount**

The State will reimburse the Grantee on a lump sum basis according to the following:

ACTIVITY	AMOUNT
<p>A. Performance of follow-up remotely from work station or perform a second inspection on-site at facilities inspected during either in the 2014, 2015, or 2016 pilot that have failed to register or may have failed to comply with any other noted violation as required.</p> <p>Provide a 30-day deadline to facilities to comply and refer continued noncompliance to DEQ staff at your discretion if deadline is not met.</p>	<p>I. \$50.00 for any ‘no site visit’ contact consultations (mail, phone, etc.) and documentation of compliance verification or referral to DEQ as indicated for continued noncompliance.*</p> <p>II. \$100.00 for a follow-up site visit (announced or unannounced) and documentation of compliance verification or referral to DEQ as indicated for continued noncompliance. *</p>
	<p>* Up to 20 follow-ups are allowed with the exception of up to 100 follow-ups may be performed by the Oakland County Health Division (OCHD). This activity would not be performed by the Kent County Health Department as it is not applicable during this grant cycle.</p>
<p>B. Identification and compliance inspections of new producing facilities that are not registered as required.</p>	<p>\$100.00 per facility, up to 50 on-site inspections are allowed, with the exception that OCHD may perform up to 250 of these inspections, and Kent County may perform up to 100 of these inspections.</p>

<p>C. Outreach and recruitment of new community service-based sharps collection programs for Michigan residents. This would include recruitment and operation of a sharps disposal program in your area for residents.</p>	<p>\$300.00 per successful establishment of each new program and subsequent relay of program info/specifics to DEQ for addition to the DEQ program Web site. Up to 10 recruitments may be performed by all LHDs.</p>
<p>D. Inspection of any type of registered facility to be randomly selected from an entire listing of both small producers and large producers provided by the DEQ. LHDs will receive the most current information from L2K for all facilities registered in the district.</p> <p>These will be, separate, comprehensive listings that will be updated as needed on a periodic basis or at the request of LHD staff.</p>	<p>\$100 per inspection of a small, low-volume generator from the first listing, and \$200 per inspection of a large, high volume generator from the second listing. Up to 20 registered facilities not inspected in previous pilot phases are allowed with the exception that OCHD may perform up to 100 of these inspections, and Kent County may perform up to 40 of these inspections.</p>
<p>E. <b><i>*This activity requires prior authorization from the DEQ and/or may be performed due to a request initiated by the DEQ to the LHD.</i></b> The activity includes initial response to incident or complaint allegations, including visiting the site, gathering information, taking photos, and remediation if verified. If complexity exceeds inspectors ability to remediate, or has potential to be controversial in nature, referral of all collected information may be made to DEQ program staff.</p>	<p>\$250 per response activity, to include gathering necessary information, evidence collection, and follow-through to contain any risks to public health or the environment if possible prior to referral to DEQ program staff as needed. This activity is solely reactive in nature and performed on an as needed basis not to exceed the total allocation allotment for each participating LHD.</p>
<p>F. Presentations and/or training of professional organizations representing any type of medical waste producer and profession regarding the requirements of the Medical Waste Regulatory Act and Rules. Examples would include the Michigan Veterinary Association, Michigan Funeral Directors Association, Michigan Health and Hospital Association, etc. This list is not all-inclusive.</p>	<p>\$200 per training activity and documentation verifying completion, such as emails, copies of the presentation, names of participants, etc. Up to 10 presentations may be given for allocation not to exceed \$2,000.00 for all participating LHDs.</p>

### **C. Requirements - Grantee**

1. The Grantee's activities may vary by jurisdiction and will be limited to the requirements contained in this agreement not to exceed maximum allocation limit. Activities A-F may be performed in any combination to meet the allocation limitation, at the discretion of each participating LHD with the exception of Activity E.
2. The Grantee will designate staff person(s) to be trained and to conduct the activities described under this agreement.
3. Grantee shall be provided with a complete, current listing of all facilities or businesses that are both in their jurisdiction and registered as medical waste producers in their respective jurisdiction. This listing will be used by the Grantee to perform identification of unregistered facilities and applicable compliance activities as described under of this agreement.
4. Inspection of any facility (except as noted under Activity E.) shall be at the Grantee's discretion and may be scheduled or unscheduled.
5. The activities above shall be performed in accordance with the addendum to the *2017 Medical Waste Pilot Program Activity Guide for Local Health Departments, Appendix I*.
6. Activities shall be performed by May 31, 2017.
7. Grantee shall notify the State of facilities described above that were found to not be medical waste producers with all other materials required for verification and allocation. The grantee shall also notify the DEQ of follow-up inspections of facilities that were inspected during either FY 14 ,FY 15, or FY 16 that do not comply with registration and other noted compliance requirements within a 30-day period.
8. The Grantee shall submit copies of all completed inspection reports, and documentation of any other activities sufficient for verification of fund allocation as described in the addendum to the *2017 Medical Waste Pilot Program Activity Guide for Local Health Departments, Appendix I.*, to the State by no later than June 30, 2017, for reimbursement.

### **D. Requirements - State**

1. The State shall provide the current inspection form, "Medical Waste Producing Facility Inspection Report" (EQP 1756), initial registration applications, and reference materials for the MWRP on the Web page.
2. The State will provide any necessary guidance or training to the Grantee's designated staff person(s) upon request regarding any of the activities described above.
3. The DEQ will, upon request, provide sample presentations for use by LHDs upon request as described under Activity F., or the LHD may develop their own presentation and reference documents for use in this activity.
4. The State shall provide updated listings of all registered generators of medical waste as noted under Section D. to each participating Grantee initially and upon request to ensure information is current for all related activities above.
5. The State will provide technical assistance and periodic oversight to the Grantee relative to medical waste issues when requested. The program contact person is Andrew Shannon, who may be reached at 517-230-9800; at shanna1@michigan.gov; or at Department of

Environmental Quality, Office of Waste Management and Radiological Protection, Medical Waste Regulatory Program, Grand Rapids District Office, 350 Ottawa Avenue NW, 6<sup>th</sup> Floor #10, Grand Rapids, Michigan 49503.

#### **E. Performance/Progress Report Requirements**

1. The submittal of completed inspection reports and/or documentation of other activities completed by the Grantee separated by activity type shall be sufficient documentation of activities performed under this pilot program.
2. The State and Grantee agree to meet to conduct a joint evaluation of whether the pilot program demonstrated that contracting with local health departments can increase the effectiveness of the DEQ/MWRP in terms of increasing the number of active facility registrations and overall compliance, providing educational outreach, improving customer service, and/or other factors that the State and Grantee determine will assist with the evaluation.

#### **F. Reimbursement Schedule**

Following the completion of the activities on May 31, 2017, the Grantee shall submit a single request for payment, including all completed inspection report forms and/or sufficient documentation of other activities by type by June 30, 2017, to DEQ - Office of Waste Management and Radiological Protection, Medical Waste Regulatory Program, Grand Rapids District Office, 350 Ottawa Avenue NW, 6<sup>th</sup> Floor #10, Grand Rapids, Michigan 49503. Alternatively, the requests and required documentation may be sent electronically to the Andrew Shannon at shannona1@michigan.gov.

#### **G. Accountability**

Inspection reports and any other verification documents as described in the *2017 Medical Waste Pilot Program Activity Guide for Local Health Departments, Appendix I.*, will be retained by the Grantee until submitted to the State. Referrals to DEQ as described in the Activities above will be submitted as needed.

**PROGRAM I - ALLOCATION SCHEDULE  
MEDICAL WASTE REGULATORY PROGRAM  
OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017**

<b>Grantee</b>	<b>No. of Counties</b>	<b>Allocation</b>
Allegan	1	\$0
Barry-Eaton District	2	\$5,000
Bay	1	\$0
Benzie-Leelanau District	2	\$0
Berrien	1	\$0
Branch-Hillsdale-St. Joseph Community Health	3	\$5,000
Calhoun	1	\$0
Central Michigan District	6	\$0
Chippewa	1	\$0
Delta & Menominee District	2	\$0
Detroit, City of - Dept. of Health & Wellness	0	\$0
Dickinson-Iron District	2	\$0
District #2	4	\$0
District #4	4	\$0
District #10	10	\$5,000
Genesee	1	\$0
Grand Traverse	1	\$0
Huron	1	\$0
Ingham	1	\$0
Ionia	1	\$0
Jackson	1	\$0
Kalamazoo	1	\$0
Kent	1	\$10,000
Lapeer	1	\$0
Lenawee	1	\$0
Livingston	1	\$5,000
Luce-Mackinac-Alger-Schoolcraft District	4	\$0
Macomb	1	\$0
Marquette	1	\$0
Midland	1	\$0
Mid-Michigan District	3	\$5,000
Monroe	1	\$0
Muskegon	1	\$5,000
Northwest Michigan Community Health Agency	4	\$0
Oakland	1	\$25,000
Ottawa	1	\$0
Saginaw	1	\$0
Saint Clair	1	\$0
Sanilac	1	\$0
Shiawassee	1	\$0
Tuscola	1	\$0
Van Buren/Cass District	2	\$0
Washtenaw	1	\$0
Wayne	1	\$0
Western Upper Peninsula District	5	\$0
<b>Total</b>	<b>83 (+ 1 City)</b>	<b>\$65,000</b>