



GENESEE COUNTY  
— MICHIGAN —

## Genesee County Human Services Committee Agenda

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Wednesday, January 8, 2025                    5:30 PM                    Harris Auditorium, 1101 Beach St.

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- I.     CALL TO ORDER
- II.    ROLL CALL
- III.   APPROVAL OF MINUTES

RES-2025-0008 Approval of Meeting Minutes - December 4, 2024

- IV.    PUBLIC COMMENT TO COMMITTEE
- V.     COMMUNICATIONS
- VI.    OLD BUSINESS
- VII.   NEW BUSINESS

- 1.     RES-2024-1545 Approval of a grant award from the GISD, in the amount of \$112,886.00, to provide for Genesee County's Great Start Readiness Program; the budget for this funding is attached
- 2.     RES-2024-1583 Approval of an agreement between Genesee County and Tamara Theisen, in an amount not to exceed \$14,000.00, to provide for consultation on laboratory regulations at Genesee County's Health Department; the cost of this agreement will be paid from account 2210-604.00-801.000
- 3.     RES-2024-1584 Approval of an agreement between Genesee County and the Michigan Department of Environment, Great Lakes, and Energy, in an amount of \$314,820.00, to provide for Genesee County's Drinking Water and Environmental Health Division

4. **RES-2024-1605** Approval of a grant award from the Michigan Department of Health & Human Services, in the amount of \$427,991.00, to provide for water and sewer bill assistance to eligible Genesee County residents

**VIII. OTHER BUSINESS**

**IX. ADJOURNMENT**



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

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**File #:** RES-2025-0008

**Agenda Date:** 1/8/2025

**Agenda #:**

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Approval of Meeting Minutes - December 4, 2024



GENESEE COUNTY  
— MICHIGAN —

## Genesee County Human Services Committee Meeting Minutes

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Wednesday, December 4, 2024

5:30 PM

Harris Auditorium, 1101 Beach St.

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### I. CALL TO ORDER

Commissioner Winfrey called the meeting to order at 7:27 PM.

### II. ROLL CALL

**Present:** Charles Winfrey, Shaun Shumaker, Delrico J. Loyd, Ellen Ellenburg, Michelle Davis, Beverly Brown, Dale K. Weighill and Martin L. Cousineau  
**Absent:** James Avery

### III. APPROVAL OF MINUTES

RES-2024-1534 Approval of Meeting Minutes - November 13, 2024

**RESULT:** APPROVED  
**MOVED:** Ellen Ellenburg  
**SECONDER:** Shaun Shumaker  
**Aye:** Chairperson Winfrey, Vice Chair Shumaker, Commissioner Loyd, Commissioner Ellenburg, Commissioner Davis, Commissioner Brown, Commissioner Weighill and Commissioner Cousineau  
**Absent:** Commissioner Avery

### IV. PUBLIC COMMENT TO COMMITTEE

### V. COMMUNICATIONS

### VI. OLD BUSINESS

### VII. NEW BUSINESS

1. **RES-2024-1407** Approval of an agreement between Genesee County and Valley Area Agency on Aging, in the amount of \$852,936.00, to provide for home delivered meals for seniors; the term of this agreement is from October 1, 2024 through September 30, 2025

**RESULT:** REFERRED  
**MOVER:** Shaun Shumaker  
**SECONDER:** Ellen Ellenburg

**Aye:** Chairperson Winfrey, Vice Chair Shumaker, Commissioner Loyd, Commissioner Ellenburg, Commissioner Davis, Commissioner Brown, Commissioner Weighill and Commissioner Cousineau

**Absent:** Commissioner Avery

2. **RES-2024-1408** Approval of an agreement between Genesee County and Valley Area Agency on Aging, allowing for a decrease in funding as the result of grant changes

**RESULT:** REFERRED  
**MOVER:** Beverly Brown  
**SECONDER:** Martin L. Cousineau

**Aye:** Chairperson Winfrey, Vice Chair Shumaker, Commissioner Loyd, Commissioner Ellenburg, Commissioner Davis, Commissioner Brown, Commissioner Weighill and Commissioner Cousineau

**Absent:** Commissioner Avery

3. **RES-2024-1430** Approval of an agreement between Genesee County and Voices for Children, in the amount of \$29,194.00, to provide Community Consortium facilitation; the term of this agreement is from January 1, 2025 through December 31, 2025; the cost of this agreement is fully grant funded

**RESULT:** REFERRED  
**MOVER:** Ellen Ellenburg  
**SECONDER:** Beverly Brown

**Aye:** Chairperson Winfrey, Vice Chair Shumaker, Commissioner Loyd, Commissioner Ellenburg, Commissioner Davis, Commissioner Brown, Commissioner Weighill and Commissioner Cousineau

**Absent:** Commissioner Avery

4. **RES-2024-1493** Approval of annual funding from the Michigan Department of Health and Human Services (MDHHS) for various local public health programs in the total amount of \$427,340.00

**RESULT:** REFERRED  
**MOVER:** Beverly Brown  
**SECONDER:** Ellen Ellenburg

**Aye:** Chairperson Winfrey, Vice Chair Shumaker, Commissioner Loyd, Commissioner Ellenburg, Commissioner Davis, Commissioner Brown, Commissioner Weighill and Commissioner Cousineau

**Absent:** Commissioner Avery

5. **RES-2024-1495** Approval to accept annual funding for Local Health Department Cooperative Agreement (CO) 2025 from the Michigan Department of Health and Human Services, in the amount of \$9,247,576.00, for various local public health programs

**RESULT:** REFERRED  
**MOVER:** Beverly Brown  
**SECONDER:** Ellen Ellenburg

**Aye:** Chairperson Winfrey, Vice Chair Shumaker, Commissioner Loyd, Commissioner Ellenburg, Commissioner Davis, Commissioner Brown, Commissioner Weighill and Commissioner Cousineau

**Absent:** Commissioner Avery

6. **RES-2024-1496** Approval of a Letter of Agreement (LOA) between the Genesee County and Region 10 Prepaid Inpatient Health Plan (PIHP), in the amount of \$34,108.42, to implement tobacco compliance services utilizing Designated Youth Tobacco Use Representatives; the budget for this agreement is attached

**RESULT:** REFERRED  
**MOVER:** Ellen Ellenburg  
**SECONDER:** Beverly Brown

**Aye:** Chairperson Winfrey, Vice Chair Shumaker, Commissioner Loyd, Commissioner Ellenburg, Commissioner Davis, Commissioner Brown, Commissioner Weighill and Commissioner Cousineau

**Absent:** Commissioner Avery

7. **RES-2024-1498** Approval of an agreement between Genesee County and Mott Children's Health Center, in the amount of \$66,511.00, to provide for the Kindergarten Oral Health Assessment (KOHA) Program; the costs for this agreement is fully grant funded, will be paid from account 2211-607.02-801.000

**RESULT:** REFERRED  
**MOVER:** Beverly Brown  
**SECONDER:** Ellen Ellenburg

**Aye:** Chairperson Winfrey, Vice Chair Shumaker, Commissioner Loyd, Commissioner Ellenburg, Commissioner Davis, Commissioner Brown, Commissioner Weighill and Commissioner Cousineau

**Absent:** Commissioner Avery

8. **RES-2024-1503** Approval of an agreement between Genesee County and Saginaw County Community Action Committee to establish Genesee County as the lead agent to order, warehouse, allocate, and deliver USDA Foods

**RESULT:** REFERRED  
**MOVER:** Dale K. Weighill  
**SECONDER:** Beverly Brown

**Aye:** Chairperson Winfrey, Vice Chair Shumaker, Commissioner Loyd, Commissioner Ellenburg, Commissioner Davis, Commissioner Brown, Commissioner Weighill and Commissioner Cousineau

**Absent:** Commissioner Avery

9. **RES-2024-1521** Approval of an agreement between Genesee County and Genesee Health Plan, in an amount not to exceed \$5,000,000.00, to provide health care services to uninsured Genesee County residents; this is a millage funded agreement

**RESULT:** REFERRED  
**MOVER:** Beverly Brown  
**SECONDER:** Martin L. Cousineau

**Aye:** Chairperson Winfrey, Vice Chair Shumaker, Commissioner Loyd, Commissioner Ellenburg, Commissioner Davis, Commissioner Brown, Commissioner Weighill and Commissioner Cousineau

**Absent:** Commissioner Avery

**VIII. OTHER BUSINESS**

**IX. ADJOURNMENT**

The meeting was adjourned at 7:13 PM.



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

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**File #:** RES-2024-1545

**Agenda Date:** 1/8/2025

**Agenda #:** 1.

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**To:** Charles Winfrey, Human Services Committee Chairperson

**From:** Pamela Coleman, GCCARD Director

**RE:** Approval of a grant award from the GISD, in the amount of \$112,886.00, to provide for Genesee County's Great Start Readiness Program; the budget for this funding is attached

### **BOARD ACTION REQUESTED:**

The Genesee County Community Action Resource Department (GCCARD) requests authorization to accept Great Start Readiness Program carryover funds and authorize expenditures for fund 2727-698.02-558.000 in the amount of \$112,886.00 for the 2024-2025 program year from this committee, with recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

### **BACKGROUND:**

This funding is from the Great Start Readiness Program (GSRP), the four-year-old at-risk program that GCCARD Head Start operates through a subcontract with the GISD. This funding is blended with Head Start funding to provide full day services to eligible four-year-old children in twelve GCCARD operated Head Start classrooms in the county.

### **DISCUSSION:**

This budget amendment is due to the carryover funding associated with salaries and fringe benefits for staff working with the Great Start Readiness Program October 1, 2024, through September 30, 2025.

### **IMPACT ON HUMAN RESOURCES:**

No impact on Genesee County Human Resources.

### **IMPACT ON BUDGET:**

\$112,886.00 for fund 2727-698.02-558.000, 100% state funded, with **no Genesee County general fund obligation** (see budget upload).

### **IMPACT ON FACILITIES:**

This does not impact Genesee County facilities.

### **IMPACT ON TECHNOLOGY:**

This does not impact Genesee County technology.

**CONFORMITY TO COUNTY PRIORITIES:**

This memorandum conforms to Genesee County priorities of Community Growth and Healthy, Livable and Safe Communities and Long-Term Financial Stability by the provision of Head Start programming for at-risk GSRP four-year-olds giving additional Genesee County Children the best possible start.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Genesee County Community Action Resource Department ("GCCARD") to authorize accepting Great Start Readiness Program carryover funds, in the amount of \$112,886.00, and to authorize expenditures to be paid from account 2727-698.02-558.000 for fiscal year 2024-2025, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the January 8, 2025 meeting of the Human Services Committee of this Board), and the Chief Financial Officer is directed to upload the budget adjustments as detailed in the request and supporting documents.

## 2727 Budget Amendment for Carryover FY25

**DESCRIPTION: Budget Amendment adjusting budgets to align with approved GSRP budget**

GL #	DESCRIPTION	Increase/(Decrease)	\$	-
2727-698.02-558.000	STATE PARTICIPATION	\$	112,886.00	Rev
2727-698.02-801.051	Services Food - Non CACFP	\$	248.46	Exp.
2727-698.02-801.050	Fiduciary Services	\$	112,637.54	Exp.

Genesee Intermediate School District  
Final Expenditure Report for GCCARD

FC	OBJ	Description	Budget	Total Payments
			-----	-----
118	3000	CONTRACTED LEAD TEACHERS	225,321.00	196,889.80
118	3000	CONTRACTED ASSOCIATE TEACHERS	217,787.00	144,238.11
118	3000	STAFF TRAVEL (HOME VISITS)	2,000.00	927.37
118	3000	PRINTING	4,600.00	596.03
118	5000	CLASSROOM FURNITURE	1,500.00	0.00
118	5000	CLASSROOM TECHNOLOGY (STUDENT USE)	1,500.00	1,453.26
118	5000	CLASSROOM CONSUMABLES	3,700.00	6,652.06
118	5000	FOOD SERVICE COSTS	7,000.00	1,398.47
118	7000	FIELD TRIP FEES	1,000.00	863.96
		Total for 118:	464,408.00	353,019.06
213	5000	HEALTH COORDINATOR SUPPLIES	4,000.00	0.00
		Total for 213:	4,000.00	0.00
221	3000	CONFERENCES/WORKSHOPS/TRAINING	300.00	154.30
221	5000	COMPREHENSIVE CURRICULUM RESOURCES	4,000.00	1,190.00
		Total for 221:	4,300.00	1,285.90
226	3000	CONTRACTED SITE SUPERVISOR/PROGRAM DIRECTOR	8,168.00	7,109.84
226	5000	SUPERVISOR/DIRECTOR SUPPLIES	4,000.00	3,646.93
		Total for 226:	12,168.00	10,756.77
241	1000	PROGRAM ADMINISTRATION SALARY	3,877.00	0.00
241	1000	PROGRAM ADMINISTRATION SUPPORT SALARY	1,155.00	0.00
241	2000	PROGRAM ADMINISTRATION BENEFITS	2,025.00	0.00
241	2000	PROGRAM ADMINISTRATION SUPPORT BENEFITS	92.00	0.00
241	3000	CONTRACTED PROGRAM ADMINISTRATION	10,215.00	18,002.48
241	5000	PROGRAM ADMINISTRATION SUPPLIES	270.00	0.00
		Total for 241:	17,634.00	18,002.48
252	1622	FISCAL SERVICES SALARY	2,226.00	4,222.03
252	2000	FISCAL SERVICES BENEFITS	504.00	1,953.70
252	4000	CONTRACTED PAYROLL SERVICES	37,118.00	30,326.01
252	5000	FISCAL SERVICES SUPPLIES/MATERIALS	0.00	6.67
		Total for 252:	39,848.00	36,508.41
261	3000	TELEPHONE	2,050.00	4,657.68
261	3000	PROPERTY/LIABILITY INSURANCE	3,900.00	4,108.32
261	4000	CONTRACTED CUSTODIAL/MAINTENANCE SERVICES	0.00	305.35
261	4000	CONTRACTED BUILDING IMPROVEMENT SERVICES	3,500.00	0.00
261	5000	UTILITIES	2,000.00	1,551.60
261	5000	CUSTODIAL/MAINTENANCE SUPPLIES/MATERIALS	3,000.00	1,304.76
261	7000	LICENSING DUES/FEES/INSPECTIONS	2,400.00	563.90
		Total for 261:	16,850.00	12,491.61
271	4000	VEHICLE REPAIRS/MAINTENANCE	250.00	0.00
271	5000	BUS FUEL/OIL/GREASE	250.00	0.00
		Total for 271:	500.00	0.00
282	3000	OUTREACH/CHILD RECRUITMENT ADVERTISING	2,724.00	49.20
282	3000	PROMOTION OF PROGRAM ADVERTISING	500.00	62.00
282	3000	POSTAGE FOR ADVERTISING/PROMOTION	500.00	0.00
		Total for 282:	3,724.00	111.20
331	5000	FAMILY ENGAGEMENT ACTIVITIES (FOOD/SUPPLIES)	1,000.00	905.93
		Total for 331:	1,000.00	905.93
		GRAND TOTAL:	564,432.00	433,081.36
		Carryover		112,886.00

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Public Act 94 of 1979, Section 388.1632d Great Start Readiness Program. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

James Dunn

Subrecipient Signature

Danielle Templeton, Director of Business Services



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

File #: RES-2024-1583

Agenda Date: 1/8/2025

Agenda #: 2.

**To:** Charles Winfrey, Human Services Committee Chairperson

**From:** Michelle Estell, RS, MA, Health Officer

**RE:** Approval of an agreement between Genesee County and Tamara Theisen, in an amount not to exceed \$14,000.00, to provide for consultation on laboratory regulations at Genesee County's Health Department; the cost of this agreement will be paid from account 2210-604.00-801.000

### **BOARD ACTION REQUESTED:**

Approval to extend the contract with Tamara Theisen for state required laboratory regulations.

### **BACKGROUND:**

Since 2022, Tamara Theisen has provided laboratory regulation consultation for GCHD to assist in meeting state and federal laboratory requirements.

### **DISCUSSION:**

This contract is to partner with Tamara Theisen to maintain required certifications and meet accreditation requirements to provide and run lab testing for our GCHD clinics and other services. The budget is created from indirect charges from the programs that utilize the lab. **No additional county appropriation is needed.**

### **IMPACT ON HUMAN RESOURCES:**

There are no expected impact on Human Resources.

### **IMPACT ON BUDGET:**

Costs for this contract are budgeted from the account 2210-604.00-801.000 and are not to exceed \$14,000. **No additional county appropriation is needed.**

### **IMPACT ON FACILITIES:**

There is no expected impact on Facilities.

### **IMPACT ON TECHNOLOGY:**

Standard forms of communication (email, phone, virtual meetings) technology will be utilized to communicate with Tamara Theisen.

### **CONFORMITY TO COUNTY PRIORITIES:**

Healthy, Livable & Safe Communities: Through maintaining well-regulated laboratory services, GCHD

can continue providing high quality laboratory services that promotes safer and healthier residents.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Health Officer to authorize amending the Professional Services Agreement between Genesee County and Tamara Theisen, said amendment being necessary to extend the contract for one additional year commencing January 1, 2025, through December 31, 2025, at a cost not to exceed \$14,000.00 to be paid from account 2210-604.00-801.000, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the January 8, 2025 meeting of the Human Services Committee of this Board), the Chairperson of this Board is authorized to execute the contract amendment, and the Chief Financial Officer is directed to record the attached budget amendment.

## AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

This Amendment is effective January 1, 2025, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Tamara S. Theisen, a Michigan resident, whose principal place of business is located at [5959 Stroebel Road, Saginaw, MI 48609] (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a Professional Services Contract effective January 1, 2023 (the "Agreement"), pursuant to which the Contractor would provide laboratory regulation consultation as described in Exhibit A; and

WHEREAS, the Genesee County Board of Commissioners authorized the original Professional Services Contract by Resolution # 23-6725; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for an additional 12 month period, from January 1, 2025 through December 31, 2025.

NOW THEREFORE, the Parties agree as follows:

1. The contract term is extended for one year commencing January 1, 2025, through December 31, 2025.
2. The total amount paid to the Contractor shall not exceed \$14,000.00 for the extended term.
3. Exhibit A is amended to replace Dr. Hackert with Dr. Corsi and to change the maximum number of work hours and/or the hourly cost.
4. The remaining terms of the agreement remain unchanged and in full effect.

Tamara S. Theisen

COUNTY OF GENESEE

By: \_\_\_\_\_  
Tamara S. Theisen  
Contractor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Delrico Loyd, Chairperson  
Board of Commissioners

Date: \_\_\_\_\_

DESCRIPTION: T.Theisen 2025 Contract Extension

GL #	DESCRIPTION	Increase/(Decrease)
2210-604.00-699.001	T.Theisen 2025 Contract Extension	3,000.00
2210-604.00-763.000	T.Theisen 2025 Contract Extension	(8,516.46)
2210-604.00-801.000	T.Theisen 2025 Contract Extension	11,000.00
2210-604.00-957.006	T.Theisen 2025 Contract Extension	516.46

APPROVED BY: \_\_\_\_\_

## AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

This Amendment is effective January 1, 2024, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Tamara S. Theisen, a Michigan resident, whose principal place of business is located at [5959 Stroebel Road, Saginaw, MI 48609] (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a Professional Services Contract effective January 1, 2023 (the "Agreement"), pursuant to which the Contractor would provide laboratory regulation consultation as described in Exhibit A; and

WHEREAS, the Genesee County Board of Commissioners authorized the original Professional Services Contract by Resolution # 23-6725; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for an additional 12 month period, from January 1, 2024 through December 31, 2024.

NOW THEREFORE, the Parties agree as follows:

1. Amend the Contract Administrator for this Contract to Michelle Estell.
2. Amend Exhibit A to list Dr. Corsi.
3. The remaining terms of the agreement remain unchanged and in full effect.
4. Execution of this Amendment is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

Tamara S. Theisen

By: Tamara Theisen  
Tamara S. Theisen  
Contractor

Date: 8/7/2024

COUNTY OF GENESEE

By: James Avery  
James Avery, Chairperson  
Board of Commissioners

Date: 7/18/24



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Judd Insurance Agency PO Box 500  Birch Run MI 48415	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): 989-777-1060		FAX (A/C, No): 989-777-3021	
	E-MAIL ADDRESS:			
	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A: Hastings Mutual Insurance Company			14176
	INSURER B: Houston Specialty Insurance Co			12936
	INSURER C:			
	INSURER D:			
	INSURER E:			
	INSURER F:			

**COVERAGEs**

CERTIFICATE NUMBER: 20240702140759664

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL NSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	GL 6274741	03/01/2024	03/01/2025	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
	MED EXP (Any one person)						\$ 5,000	
	PERSONAL & ADV INJURY						\$ 1,000,000	
	GENERAL AGGREGATE						\$ 2,000,000	
	PRODUCTS - COMP/OP AGG						\$ 2,000,000	
	Fire Legal Liability						\$	
	COMBINED SINGLE LIMIT (Ea accident)						\$	
	BODILY INJURY (Per person)						\$	
	BODILY INJURY (Per accident)						\$	
PROPERTY DAMAGE (Per accident)	\$							
OTHER:								
AUTOMOBILE LIABILITY								
<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY								
<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							EACH OCCURRENCE	\$
<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below							AGGREGATE	\$
								\$
B	Professional Liability	N	N	MEO-HS-0002696-02	03/01/2024	03/01/2025	PER STATUTE	OTH-ER
	E.L. EACH ACCIDENT						\$	
	E.L. DISEASE - EA EMPLOYEE						\$	
	E.L. DISEASE - POLICY LIMIT						\$	
Each Occurrence		\$1,000,000						
General Aggregate		\$3,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Genesee County Health Department  
 1101 Beach St  
 Flint MI 48502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



## GENERAL LIABILITY DECLARATION

RENEWAL DECLARATION \* \* EFFECTIVE 03/01/24

N 02

POLICY NUMBER	POLICY PERIOD		AGENCY	P	
GL 6274741	FROM 03/01/24	TO 03/01/25	0001098	03	
NAMED INSURED AND ADDRESS			AGENCY	ACCT#AC02121822	
TAMARA S THEISEN 5959 STROEBEL RD SAGINAW MI 48609			TEL. NO.	989-777-1060 JUDD INS AGENCY INC PO BOX 500 BIRCH RUN MI 48415	
INSURED SINCE: 03/2022			THIS POLICY IS BILLED BY THE COMPANY-I		

POLICY INCEPTION: 12:01 A.M. STANDARD TIME AT THE ADDRESS STATED ABOVE  
THE INSURED IS INDIVIDUAL

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

## LIMITS OF INSURANCE:

GENERAL AGGREGATE LIMIT - PREMISES/OPERATIONS	\$2,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
PERSONAL AND ADVERTISING INJURY LIMIT	\$1,000,000
MEDICAL EXPENSE LIMIT, ANY ONE PERSON	\$5,000
DAMAGE TO PREMISES YOU RENT LIMIT	\$100,000

## AUDIT FREQUENCY: ANNUAL

CERTIFIED ACTS OF TERRORISM	\$7.00
TOTAL PREMIUM:	\$614.00

614 15.0



## GENERAL LIABILITY DECLARATION

RENEWAL DECLARATION \* \* EFFECTIVE 03/01/24

N 02

POLICY NUMBER	POLICY PERIOD		AGENCY	P	
	FROM	TO			
GL 6274741	03/01/24	03/01/25	0001098	03	
NAMED INSURED AND ADDRESS			AGENCY	ACCT#AC02121822	
TAMARA S THEISEN 5959 STROEBEL RD SAGINAW MI 48609			TEL. NO. 989-777-1060 JUDD INS AGENCY INC PO BOX 500 BIRCH RUN MI 48415		
INSURED SINCE: 03/2022			THIS POLICY IS BILLED BY THE COMPANY-I		

## FORMS AND ENDORSEMENTS:

CG 20 26 0413\* ADDL INSD - DESIGNATED PERSON OR ORGANIZATION  
CG 21 87 0115\* COND'L EXCL OF TERRORISM (RELATED TO DISP FED ACT)  
CG 21 70 0115\* CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM  
CG 21 76 0115\* EXCL OF PUNITIVE DMGS RELATED TO A CERTIFIED ACT OF TRSM  
PD 01 55 0503N NOTICE TO MICHIGAN COMMERCIAL POLICYHOLDER  
PD 06 49 0523N NOTICE TO POLICYHOLDERS REGARDING PFAS EXCLUSION  
IL 00 17 1198\* COMMON POLICY CONDITION  
CG 21 47 1207\* EMPLOYMENT - RELATED PRACTICES EXCLUSION (CGL)  
IL 02 86 0908\* MICHIGAN CHANGES  
CG 21 50 0413\* AMENDMENT OF LIQUOR LIABILITY EXCLUSION (CGL)  
CG 00 01 0413\* COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
CG 01 68 1204\* MICHIGAN CHANGES - CANCELLATION & NONRENEWAL  
IL 00 21 0908\* NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD)  
PD 05 31 1020\* PATHOGEN AND COMMUNICABLE DISEASE EXCLUSION  
CG 40 04 1219\* EXCLUSION-EARTH MOVEMENT  
CG 21 09 0615\* EXCLUSION-UNMANNED AIRCRAFT  
PD 05 18 0820\* INJURY/DAMAGE CAUSED BY WORK FROM YOUR PRODUCT  
CG 21 06 0514\* EXCL-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL  
PD 05 01 0720\* LEAD EXCLUSION  
CG 40 32 0523\* EXCLUSION - PFAS  
2-653 08/99\* AMENDMENT OF EXCLUSION FOR EXPECTED OR INTENDED INJURY  
2-677 03/91\* EXCLUSION - ASBESTOS EXPOSURES  
CG 24 26 0413\* AMENDMENT OF INSURED CONTRACT DEFINITION  
PD 05 57 1120\* TERRORISM NOTICE AND REJECTION FORM  
CG 21 65 1204\* TOTAL POLLUTION EXCL W/A BLDG HEAT EXCEPT & HOSTILE FIRE  
"N" DENOTES SPECIAL POLICYHOLDER NOTICE

614 15.0

FULL PAY

01/16/24

FORM 8 001 (5/83)

REF. NO. GLIA 07/91 22



## GENERAL LIABILITY DECLARATION

RENEWAL DECLARATION \* \* EFFECTIVE 03/01/24

N 02

POLICY NUMBER	POLICY PERIOD		AGENCY	P	
GL 6274741	FROM 03/01/24	TO 03/01/25	0001098	03	
NAMED INSURED AND ADDRESS			AGENCY	ACCT#AC02121822	
TAMARA S THEISEN 5959 STROEBEL RD SAGINAW MI 48609			TEL. NO.	989-777-1060 JUDD INS AGENCY INC PO BOX 500 BIRCH RUN MI 48415	
INSURED SINCE: 03/2022      THIS POLICY IS BILLED BY THE COMPANY-I					

## POLICY SCHEDULE OF NAMES AND ADDRESSES

## LOCATION(S) OF PREMISES.

LOCATION 001  
5959 STROEBEL RD  
SAGINAW MI  
48609 5283

## ADDITIONAL INSUREDS

ADDITIONAL INSURED  
CG 20 26  
GENESEE COUNTY HEALTH DEPT  
1101 BEACH ST  
FLINT MI  
48502



## GENERAL LIABILITY DECLARATION

RENEWAL DECLARATION \* \* EFFECTIVE 03/01/24

N 02

POLICY NUMBER	POLICY PERIOD		AGENCY	P	
GL 6274741	FROM 03/01/24	TO 03/01/25	0001098	03	
NAMED INSURED AND ADDRESS		AGENCY ACCT#AC02121822			
TAMARA S THEISEN 5959 STROEBEL RD SAGINAW MI 48609		TEL. NO. 989-777-1060 JUDD INS AGENCY INC PO BOX 500 BIRCH RUN MI 48415			
INSURED SINCE: 03/2022		THIS POLICY IS BILLED BY THE COMPANY-I			

## COMMERCIAL GENERAL LIABILITY CLASSIFICATION SCHEDULE

LOC ST TER CODE	PREMIUM BASIS	PER	RATE	PREMIUM COV
001 MI 005 41677	19,600 PAYROLL	1000	INCL	INCL O
CONSULTANTS PRODUCTS - COMPLETED OPERATIONS ARE INCLUDED AND SUBJECT TO THE GENERAL AGGREGATE LIMIT			INCL	INCL
ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION			INCL	INCL O

ADDITIONAL FOR COVERAGE MINIMUM:

\$515 O

COV "O" IS FOR PREMISES/OPERATIONS, AND  
COV "P" IS FOR PRODUCTS - COMPLETED OPERATIONS.



## GENERAL LIABILITY WORKSHEET

RENEWAL DECLARATION \* \* EFFECTIVE 03/01/24

N 02

POLICY NUMBER	POLICY PERIOD		AGENCY	P	
GL 6274741	FROM 03/01/24	TO 03/01/25	0001098	03	
NAMED INSURED AND ADDRESS			AGENCY		
TAMARA S THEISEN 5959 STROEBEL RD SAGINAW MI 48609			TEL. NO. 989-777-1060 JUDD INS AGENCY INC PO BOX 500 BIRCH RUN MI 48415		
THIS POLICY IS BILLED BY THE COMPANY					

LOCATION NUMBER: 0001 STATE : MICHIGAN  
OCCURRENCE : 1,000,000 GEN AGG : 2,000,000  
CLASS CODE : 41677 TERR: 005 PMA CODE : O OCC/CLAIMS : OCCURRENCE  
CLASS LIMIT ID : 3-  
CLASS DESCRIPT : CONSULTANTS

(EXPER + SCHED - 1.000) X EXPENS X OTHER X COM RED X PKG MOD X IRPM = RMF  
1.000 1.250 1.000 1.000 1.000 1.000 1.000 1.250

PREMOP RATE X CO DEV X CLMS MD X COV CHG - X,C,U X (ILF - DED) X  
0.333 1.000 1.000000 2.080

PREMOP RMF X TERM X AI = MOD RT X EXPOS X GRP FTR = PREMIUM DEP PREM  
1.250 1.000 0.866 19600 \$17 \$17



## GENERAL LIABILITY WORKSHEET

RENEWAL DECLARATION \* \* EFFECTIVE 03/01/24

N 02

POLICY NUMBER	POLICY PERIOD		AGENCY	P	
GL 6274741	FROM 03/01/24	TO 03/01/25	0001098	03	
NAMED INSURED AND ADDRESS			AGENCY		
TAMARA S THEISEN 5959 STROEBEL RD SAGINAW MI 48609			TEL. NO. 989-777-1060 JUDD INS AGENCY INC PO BOX 500 BIRCH RUN MI 48415		
THIS POLICY IS BILLED BY THE COMPANY					

LOCATION NUMBER: 0001 STATE : MICHIGAN  
OCCURRENCE : 1,000,000 GEN AGG : 2,000,000  
CLASS CODE : 41677 TERR: 005 PMA CODE : O OCC/CLAIMS : OCCURRENCE  
AI : ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION AI SEQ: 1  
CLASS LIMIT ID : 3-  
CLASS DESCRIPT : CONSULTANTS

(EXPER + SCHED - 1.000) X EXPENS X OTHER X COM RED X PKG MOD X IRPM = RMF  
1.000 1.250 1.000 1.000 1.000 1.000 1.000 1.250

FLAT GRP  
CHARGE X FTR = PREMIUM  
PREMOP 75 \$75

PREMOP TOTAL SUBLINE PREM: \$607  
MIN PREM ( 256) \* ILF ( 2.080) = SUBLINE MIN PREM ( \$532)

## **PROFESSIONAL SERVICES CONTRACT**

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County") on behalf of the Genesee County Health Department (the "Health Department"), and Tamara S. Theisen, a Michigan resident, whose principal place of business is located at 5959 Stroebel Road, Saginaw, MI 48609 (the "Contractor") (the County and the Contractor together, the "Parties").

### **1. Term**

#### **1.1 Initial Term**

The initial term of this Contract commences on January 1, 2023 and shall be effective through December 31, 2023 (the "Initial Term").

#### **1.2 Extension Terms**

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

### **2. Scope of Work**

The Contractor agrees to perform the services described on Exhibit A (the "Services").

### **3. Compensation**

*Unit Rate.* The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$14,000. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

### **4. Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

### **5. Contract Administrator**

The contract administrator for this Contract is Dr. Pamela Hackert (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

## **6. Warranties**

The Contractor warrants that:

- 6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.
- 6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

## **7. Suspension of Work**

### **7.1 Order to Suspend Performance**

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

### **7.2 Necessary Actions Before Suspension**

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

## **8. Termination**

### **8.1 Termination for Cause**

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

### **8.2 Immediate Termination**

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

### **8.3 Termination for Convenience**

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

### **8.4 Termination for Lack of Funding**

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

## **9. Nondiscrimination**

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (including but not limited to sexual identity, gender, and/or gender identity), height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

## **10. Confidentiality**

The Contractor shall assure that the services to and information contained in medical records received under this Agreement, or other such recorded information required to be held confidential by federal or state law, rule or regulation, shall not be divulged without the written consent of either the patient or a person responsible for the patient, except as may be otherwise required by applicable law, or regulation. Such information may be disclosed in summary, statistical or other form, which does not directly or indirectly identify particular individuals.

To the extent that the Contractor is a HIPAA Covered Entities and/or Program under 42 CFR Part 2, as amended, Contractor agrees that it will comply with HIPAA's Privacy Rule, Security Rule, Transaction and Code Set Rule and Breach Notification Rule and 42 CFR Part 2 (as now existing and as may be later amended) with respect to all Protected Health Information and substance use disorder treatment information that it generates, receives, maintains, uses, discloses or transmits in the performance of its functions pursuant to this Agreement.

The Contractor shall maintain the confidentiality, security and integrity of any individual's information that is used in connection with the performance of this Agreement to the extent and under the conditions specified in HIPAA, the Michigan Mental Health Code (PA 258 of 1974, as amended), the Michigan Public Health Code (PA 368 of 1978 as amended), and 42 CFR Part 2.

## **11. Freedom of Information Act**

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, et seq., known as the "Freedom of Information Act".

## **12. Intellectual Property**

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

## **13. Audit Rights**

### **13.1 Certification of Accurate Information**

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

### **13.2 Inspection**

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

### **13.3 Audit**

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

### **13.4 Records Retention**

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

## **14. Identity Theft Prevention**

### **14.1** In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from

17.1.2. Exhibit A – The Scope of Work

17.1.3. Exhibit B – The Insurance Checklist

17.1.4. Exhibit C – Proof of Insurance

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

#### 17.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

#### 17.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

#### 17.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

#### 17.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

#### 17.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

#### 17.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

#### 17.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

#### 17.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

#### 17.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

TAMARA S. THEISEN

By: Tamara Theisen

Tamara S. Theisen  
Contractor

Date: July 11, 2023

COUNTY OF GENESEE

By: Ellen Ellenburg  
Ellen Ellenburg, Chairperson  
Board of County Commissioners

Date: 6-20-23

## AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

This Amendment is effective January 1, 2025, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Tamara S. Theisen, a Michigan resident, whose principal place of business is located at [5959 Stroebel Road, Saginaw, MI 48609] (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a Professional Services Contract effective January 1, 2023 (the "Agreement"), pursuant to which the Contractor would provide laboratory regulation consultation as described in Exhibit A; and

WHEREAS, the Genesee County Board of Commissioners authorized the original Professional Services Contract by Resolution # 23-6725; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for an additional 12 month period, from January 1, 2025 through December 31, 2025.

NOW THEREFORE, the Parties agree as follows:

1. The contract term is extended for one year commencing January 1, 2025, through December 31, 2025.
2. The total amount paid to the Contractor shall not exceed \$14,000.00 for the extended term.
3. Exhibit A is amended to replace Dr. Hackert with Dr. Corsi and to change the maximum number of work hours and/or the hourly cost.
4. The remaining terms of the agreement remain unchanged and in full effect.

Tamara S. Theisen

COUNTY OF GENESEE

By: \_\_\_\_\_  
Tamara S. Theisen  
Contractor

By: \_\_\_\_\_  
Delrico Loyd, Chairperson  
Board of Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

File #: RES-2024-1584

Agenda Date: 1/8/2025

Agenda #: 3.

**To:** Charles Winfrey, Human Services Committee Chairperson

**From:** Michelle Estell RS., MSA, Health Officer

**RE:** Approval of an agreement between Genesee County and the Michigan Department of Environment, Great Lakes, and Energy, in an amount of \$314,820.00, to provide for Genesee County's Drinking Water and Environmental Health Division

### **BOARD ACTION REQUESTED:**

Request to approve annual funding from Michigan Department of Environment, Great Lakes, and Energy (EGLE) 2025 funding for Drinking Water and Environmental Health Division in the total amount of \$314,820.

### **BACKGROUND:**

This is an annual renewal contract providing funding for Noncommunity Public Drinking Water Supply, Long-Term Drinking Water Monitoring, Campgrounds and Public Swimming Pools.

### **DISCUSSION:**

These grant funds cover inspections, monitoring, surveillance of treatment systems, staff salaries, new and replacement, noncommunity water supply well (Type II), for Genesee County. Additionally, it pays for pool and campground inspections. Lastly it pays for the long-term monitoring of known areas of well drinking water contamination.

### **IMPACT ON HUMAN RESOURCES:**

The employees involved in these programs will continue to require the same human resources that they've been receiving. There are no additional resources needed at this time.

### **IMPACT ON BUDGET:**

This is a budgeted item with no additional general fund appropriation is needed.

### **IMPACT ON FACILITIES:**

The employees involved in these programs will continue to use the same facilities that is currently being using.

### **IMPACT ON TECHNOLOGY:**

The employees involved in these programs will continue to use the same technology that they have been using.

**CONFORMITY TO COUNTY PRIORITIES:**

The Genesee County Health Department works to promote and improve healthy safe and livable communities, long term financial stability, inclusive collaborative cultures, and community growth through providing clear communication, quality services, connection to available resources and collaboration community partner and other service providers in a way that is equitable and inclusive.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Health Officer to authorize entering into a grant agreement between Genesee County and the Michigan Department of Environmental, Great Lakes, and Energy (EGLE), to fund Environmental Health Services programs at the Health Department, whereby Environmental Health will perform technical services related to noncommunity water supply, long-term drinking water monitoring, and swimming pool and campground inspections, for the period commencing October 1, 2024, through September 30, 2025, in the total amount of \$314,820 in grant funds with no General Fund match required, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the January 8, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.



## LOCAL HEALTH DEPARTMENT GRANT AGREEMENT

BETWEEN THE

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

AND GENESEE COUNTY HEALTH DEPARTMENT

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Drinking Water and Environmental Health Division** ("State"), and **Genesee County Health Department** ("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, 1076, 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 No. 121 of 2024**. This Agreement is subject to the terms and conditions specified herein.

### **PROJECT INFORMATION:**

Project Name: 2025 LHD Grant

Amount of grant: \$314,820 % of grant state 100 / % of grant federal 0

Start Date: 10/1/2024 End Date: 9/30/2025

### **GRANTEE CONTACT INFORMATION:**

Name/Title: William Hough, Director of Environmental Health

Organization: Genesee County Health Department

Address: 630 S Saginaw Street, Suite 4

City, State, ZIP: Flint, MI 48502-1540

Phone Number: (810) 257-3597

E-Mail Address: bough@gchd.us

Federal ID Number (Required for Federal Funding): 38-6004849

Grantee UEI Number (Required for Federal Funding): XD5HMHXNBWX6

SIGMA Vendor Number: CV0047990

SIGMA Vendor Address ID: 011

**STATE'S CONTACT INFORMATION:**

Name/Title: Austin Munro

Division/Bureau/Office: Drinking Water and Environmental Health Division

Address: PO Box 30817

City, State, ZIP: Lansing, MI 48909-8311

Phone Number: 517-420-1864

E-Mail Address: MunroA1@michigan.gov

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:**

James Avery, Commissioner

---

Signature

---

Name/Title

---

Date

**FOR THE STATE:**

Eric Oswald, DWEHD Director

---

Signature

---

Name/Title

---

Date

## **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, Changes, 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 1. 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 1. 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 Appendix A 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. These reports shall be due according to the following:

<b>Reporting Period</b>	<b>Due Date</b>
October 1 – December 31	January 31
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	October 7*

\*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 State's contact at the address on page 1.

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

## **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 2 CFR 200, 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 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.

\*Federal Funds Only\*

Each eligible applicant must obtain a Unique Entity Identifier (UEI) and maintain an active registration with the Federal System for Award Management (SAM). The SAM website is: [www.SAM.gov](http://www.SAM.gov).

## **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 three 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 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred [and paid]. 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.
- (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 SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

## **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 1, 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.

## **PROGRAM-SPECIFIC BOILERPLATE**

## **XXIII. DISCLOSURE OF INFORMATION**

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

## **XXIV. 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 EGLE project administrator. Monitoring conducted prior to final EGLE approval of the QAPP will not be reimbursed.

## **XXVI. PREVAILING WAGE**

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

## **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 ENVIRONMENT, GREAT LAKES, AND ENERGY  
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION  
NONCOMMUNITY WATER SUPPLY PROGRAM (TYPE II PUBLIC)  
OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**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 *Noncommunity Water Supply Program 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 and track compliance with operation and maintenance requirements at noncommunity public water supplies within its jurisdiction except for F-level surface water or groundwater under the influence of surface water systems and secondary treatment systems noted in Section F.
4. Use the SDWIS State data system, SWIFT and other data system(s) provided by the State.
5. 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.
6. 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, thermal preservation requirements are not met, or where the presence of organic chemical contamination is indicated.
7. 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. Sanitary survey and well record data shall be entered into the program database(s) within 45 days of the survey.

8. 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.
9. Conduct a reinspection within ten (10) days of the expiration date of the compliance schedule to ensure that 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.
10. Consult with the State in situations where the noncommunity public water supply injects a chemical into the 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 and document in SDWIS or other approved data system (see Staff Reference Manual) site visits for treatment surveillance. The frequency at which treatment surveillance must occur is as follows: D-level treatment such as chemical injection or removal of arsenic or nitrate – one (1) visit per year, Continuous Permanent Public Notice posting at certain Nitrate MCL systems with SO6 enforcement action code – one (1) visit per year; Arsenic bottled water treatment alternative – one (1) visit per three (3) years. In rare instances, if current staff resources suitably trained to conduct surveillance visits are unavailable, the Grantee may make a written request by June 30 to reduce temporarily the number of surveillance visits to be conducted (described in more detail in the Staff Reference Manual).
11. 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.
12. 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. This includes grantee performing source (well) permitting for existing systems listed as F-level groundwater under the influence of surface water systems, with the consultation of the State.
13. 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 (TMF) 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 TMF capacity in accordance with procedures established by the State.
14. 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. This includes grantee performing source (well) post-construction inspections for existing systems listed as F-level groundwater under the influence of surface water systems, with the consultation of the State.

15. 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.
16. Obtain written 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 set forth in R 325.1613 of the Groundwater Quality Control Rules, promulgated pursuant to Part 127, Water Supply and Sewer Systems, of the Public Health Code, 1978 PA 368, as amended (Act 368); and R 325.10809 of the Safe Drinking Water Act, 1976 PA 399, as amended (Act 399) Rules.
17. Provide technical assistance and program oversight to noncommunity water supply owners and certified drinking water operators.
18. Grantees 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 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 EGLE laboratory, for compliance monitoring.
21. Grantees performing Source Water Assessments (SWA) of NTNCWSs shall:
  - a. Participate in a SWA training event hosted by EGLE.
  - b. Utilize the State prepared form and/or assessment tools.
  - c. Perform an onsite visit and complete the assessment worksheet with the NTNCWS. Performing these during the sanitary survey, water quality investigations or monitoring schedule review, or during water well permitting is preferred.
  - d. Submit the completed assessment documents to the State after each assessment is completed, and no later than 15 days.
22. Provide regulatory review as required under the Revised Total Coliform Rule (RTCR), such as tracking and reviewing certified Seasonal Start Up Procedures; reviewing Level 1 Assessments; and performing Level 2 Assessments. Maintain associated data within SDWIS on a quarterly basis.

## **D. Requirements – State**

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

1. Provide noncommunity public water supply data and SDWIS data system information upon request of the Grantee.
2. Provide slide presentations and master copies of materials to Grantee's that conduct certified operator continuing education. Provide "train the trainer" workshops and ongoing assistance as needed.
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 EGLE 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 Grantee's to perform SWAs at NTNCWS. Provide training to Grantee's and ongoing assistance as needed. Complete the SWA by determining system susceptibility and return completed assessment to the NTNCWS and Grantee.
11. State contact for Source Water Assessments is Travis Bauer, Geologist. He may be contacted by telephone at 517-242-4560; by e-mail at [BauerT1@michigan.gov](mailto:BauerT1@michigan.gov); or by mail at EGLE-DWEHD, Environmental Health Section, P.O. Box 30817, Lansing, Michigan 48909-8311. Completed SWA documentation shall be e-mailed to [EGLE-EH@michigan.gov](mailto:EGLE-EH@michigan.gov), or via future application provided by the State.
12. State contact for drinking water supply certified operator continuing education is Brianna Moore, Environmental Quality Analyst. She may be contacted by telephone at 517-899-6955; by e-mail at [MooreB15@michigan.gov](mailto:MooreB15@michigan.gov); or by mail at EGLE-DWEHD, Operator Certification Unit, P.O. Box 30817, Lansing, Michigan 48909-8311. Completed evaluation forms shall be e-mailed to [EGLE-EH@michigan.gov](mailto:EGLE-EH@michigan.gov) and participant rosters shall be e-mailed to [EGLE-OTCU-Training@michigan.gov](mailto:EGLE-OTCU-Training@michigan.gov).
13. State contact for the *Noncommunity Water Supply Program* is Dan Dettweiler, Noncommunity Water Supplies Unit Supervisor. He may be contacted by telephone at 517-614-8644; by e-mail at [DettweilerD@michigan.gov](mailto:DettweilerD@michigan.gov); or by mail at EGLE-DWEHD, Environmental Health Section, P.O. Box 30817, Lansing, Michigan 48909-8311.

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

At the end of each quarter, the Grantee 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 data entry. Deadline is no later than 15 days following the end of the quarter. After data entry is reviewed by the State, a payment request will be processed (see *F. Reimbursement Schedule* below).

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

Submit the quarterly Financial Status Report (FSR) form to [EGLE-DWEHD-Admin@michigan.gov](mailto:EGLE-DWEHD-Admin@michigan.gov), in addition to the following:

<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 SDWIS	Request for payment for program expenditures incurred during the quarter should be included on the FSR form.  Payment subject to EGLE performance review verification.
Treatment Operator Assistance (OPER ASST)	Inventory based on active TNCWS & NTNCWS required to submit monthly operation reports and active supplies recorded in SDWIS as using bottled water for nitrate or arsenic MCLs.	Request for payment for program expenditures incurred during the quarter should be included on the FSR form.  Payment subject to EGLE performance review verification.
General Fund	Inventory based on active transient and nontransient noncommunity water supplies (TNCWS & NTNCWS) in SDWIS	Request for payment for program expenditures incurred during the quarter should be included on the FSR form.  Payment subject to EGLE performance review verification.

Each quarterly payment will be made by the State upon the Grantee's fulfillment of its responsibilities under this agreement.

F-level surface water or groundwater under the influence of surface water systems and secondary treatment systems are not factored into the Program Activity or Allocation Basis. These TNCWS & NTNCWS are not part of this Grant activity and therefore the Grantee is not responsible:

<b>Facility Name</b>	<b>County</b>	<b>WSSN</b>
Spectrum Pennock Hospital	Barry	70001
William Beaumont	Oakland	70002
Trinity Health-Ann Arbor Hospital	Washtenaw	70005
McLaren Flint	Genesee	70006
Hurley Medical Center	Genesee	70003
Spectrum United Hospital	Montcalm	70004
MGM Grand Detroit	Wayne	70015
Spectrum-Blodgett Hospital	Kent	70007
Spectrum - Gerber Memorial Hospital	Newaygo	70008

Spectrum - Zeeland Hospital	Ottawa	70009
Spectrum - Kelsey Hospital	Montcalm	70010
Spectrum - Ludington Hospital	Mason	70012
Spectrum - Reed City Hospital	Osceola	70013
Spectrum - Big Rapid City	Mecosta	70014
Henry Ford Hospital- Brownstown	Wayne	70021
Henry Ford Hospital- Jackson	Jackson	70022
Henry Ford Hospital- Wyandotte	Wayne	70023
Sparrow Hospital- Eaton (Charlotte)	Eaton	70024
U of M Northville Health Center	Wayne	70028
Trinity Health-Brighton	Livingston	70025
Henry Ford Hospital- West Bloomfield	Oakland	70027
Trinity-Health Mercy Muskegon	Muskegon	70029
Papin's Resort	Chippewa	MI2022117
Whalen's Grindstone Shores	Huron	MI2010932
Brownstone Inn	Alger	MI2016902
Pickford EZ Mart	Mackinac	MI2000249
DNR – Fayette State Park	Delta	MI2016421
The Old Club	St. Clair	MI2026074
Fresh Coast Cabins	Keweenaw	MI2004042
Isle Royale – Mott Island	Keweenaw	MI2001742
Isle Royale – Rock Harbor	Keweenaw	MI2001442
Isle Royale – Windigo	Keweenaw	MI2001542
Keweenaw Resort	Keweenaw	MI2001042
Ottawa National Forest	Gogebic	MI2009827

## 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 must be retained by the Grantee for a period of three (3) years from the date of submission of the final expenditure report or the date of termination. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION  
DRINKING WATER LONG-TERM MONITORING PROGRAM  
OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**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 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 on a quarterly basis for each drinking water well sampled on the Drinking Water Monitoring List (List) 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 Environment, Great Lakes, and Energy (EGLE), Drinking Water Laboratory (Laboratory). The agreement amount maximum is provided in the Drinking Water Long-Term Monitoring 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 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 period of time 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, the following minimum sample collections are to be collected prior to September 1, 2025:
  - 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 EGLE, 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 the Drinking Water Long-Term Monitoring Program will be the responsibility of the State. Use appropriate preservation and handling techniques for transport of sample(s).
6. All postage charges incurred for transport of water samples to the laboratory will be reimbursed by the State with appropriate receipt documentation for the shipping.
7. 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 Michigan.gov/EGLELab or contact the SWU CIP designated representative for assistance in understanding the Laboratory's protocol.
8. 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 six (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 "EGLE CIP Contact"). A copy of each advisory letter and sample result must also be sent to the respective EGLE, Remediation and Redevelopment Division, district office unless otherwise indicated by that district office or to other EGLE 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. Assist Grantee in drafting health advisory letters.
3. Instruct Grantee staff on sample collection protocol, when requested.
4. Update Grantee with changes for any Site in the Drinking Water Long-Term 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 Ms. Dana DeBruyn. She may be contacted by telephone at 517-930-6463; by e-mail at [debruynd@michigan.gov](mailto:debruynd@michigan.gov); or by mail at EGLE-DWEHD, Contamination Investigation Program, P.O. Box 30817, Lansing, Michigan 48909-8311.

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.

#### **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**

The State will reimburse the Grantee \$90 for each sampling event and associated work performed in accordance with the List and designated frequency during the year ending September 30, 2025

Reimbursement shall be requested on a quarterly basis by submittal of required reports to the SWU CIP designated representative and submittal of the quarterly Financial Status Report (FSR) to the email address EGLE-DWEHD-Admin@michigan.gov. The final payment for the fiscal year 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 must be retained by the Grantee for a period of three (3) years from the date of submission of the final expenditure report or the date of termination. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION  
CAMPGROUND PROGRAM  
OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**A. Statement of Purpose**

This agreement is intended to establish responsibilities for both the Grantee and the State in the conduct of campground program in accordance with Part 125 of the Public Health Code, 1978 PA 368, as amended (Part 125).

This agreement is also intended to establish responsibilities for both the Grantee and the State in the conduct of issuing temporary campground licenses in accordance with Part 125.

**B. Program Budget and Agreement Amount**

The Grantee will be provided a Campground Fund allocation to help with the cost of the annual inspection of licensed campgrounds. The Grantee will also be provided an additional General Fund allocation to help administer a campground inspection program of active, but not yet licensed campgrounds. These allocated amounts are based on the active campground inventory at the time of contract.

All requests for payment must be submitted by the Grantee to the State as described in item *F. Reimbursement Schedule*.

The Grantee will reimburse the State on an annual basis for the state license fees collected for temporary campground licenses issued 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 licensed campgrounds under its jurisdiction and complete a state-provided *Campground Inspection Report* (Form EQP1715 and Supplement Form EQP1715-1), or the electronic inspection form once available through MiEHDWIS. The Grantee will also inspect active campgrounds that should be licensed, investigate complaints, and provide compliance assistance to campground owners. Local efforts to educate unlicensed campground owners on the regulations and approval processes should be attempted prior to, or in coordination with, referrals to State program and enforcement staff.

All licensed campgrounds should be inspected when they are open from April through September. Completed inspection reports are to be submitted to the State within two (2) weeks following the inspection.

The Grantee will collect state license fees for temporary campgrounds within its jurisdiction in accordance with the current fee schedule as printed on the application (Form EQP1717). The Grantee will issue or deny the temporary campground license and forward a copy of the approved or denied license to the State. Licenses are to be forwarded to the State within two (2) weeks after the licensing period.

The Grantee will provide a list of temporary campgrounds, that includes campground name and fee category, to the State for review by October 16, 2025.

## **D. Requirements – State**

An active report of licensed campgrounds is updated daily on the Campground Program webpage at Michigan.gov/EGLECampgrounds for Grantee access to the current list of licensed campgrounds. Additionally, the MiEHDWIS Dashboard for LHD Users will display all Active Campground Establishments and Open Inspection Activity information to identify outstanding inspections for each jurisdiction.

The State will provide technical assistance as requested and periodic oversight to the Grantee relative to campground compliance issues. The State's Campground Program shall function as a technical resource to health department staff and campground owners. As needed, the State will provide to the Grantee status reports indicating annual inspection reports received, temporary licenses received, the program fee schedule, and other program guidance.

The contact person is Caterina Stevenson, who may be reached at 517-898-6388; or EGLE-DWEHD-CampgroundProgram@michigan.gov; or at EGLE, Drinking Water and Environmental Health Division, Environmental Health Section, Campground Program, P.O. Box 30817, Lansing, Michigan 48909-8311.

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

Submit annual inspection reports through Michigan Environmental Health and Drinking Water Information Systems (MiEHDWIS). Please send e-mail to EGLE-DWEHD-ITApplicationSupport@michigan.gov or contact the Environmental Assistance Center at 800-662-9278 between 8:00 a.m. and 4:30 p.m., Monday - Friday to get started. To utilize MiEHDWIS, a MILogin Third Party account must be created by local health department staff.

Submit issued Temporary Campground Licenses to EGLE-DWEHD-CampgroundProgram@michigan.gov.

## **F. Reimbursement Schedule**

During the grant period of October 1, 2024 to September 30, 2025, the Grantee can request reimbursement of expenses incurred to complete the annual inspection of licensed campgrounds conducted by the Grantee's staff or designated representative, to administer a campground program, and to address inspections of unlicensed campgrounds or other compliance assistance activities up to the combined Campground Fund and General Fund award amount. Please refer to Program Funding – Appendix B at the end of this agreement for award amounts.

Payment shall be requested on a quarterly basis by submittal of the quarterly Financial Status Report (FSR) to the email address EGLE-DWEHD-Admin@michigan.gov. Please include a list of the campgrounds inspected during the quarter.

The State will send an invoice to collect outstanding state temporary campground license fees, less the \$25 portion of the fee, intended for the Grantee for the temporary campground licenses issued by the Grantee's staff or designated representative during the year ending September 30, 2025.

## **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 must be retained by the Grantee for a period of three (3) years from the date of submission of the final expenditure report or the date of termination. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION  
PUBLIC SWIMMING POOL PROGRAM  
OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**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 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 provided a Swimming Pool Fund allocation to help with the cost of the annual inspection of licensed swimming pools. The Grantee will also be provided an additional General Fund allocation to help administer a swimming pool inspection program of actively open, but not yet licensed swimming pools. These allocated amounts are based on the active swimming pool inventory at the time of contract.

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, investigate complaints, issue closing orders, conduct meetings and/or conferences relative to compliance issues, and complete a *Public Swimming Pool Inspection Report* (Form EQP1735), as provided by the State, other report form approved by the State, or the electronic inspection form once available through MiEHDWIS. Local efforts to educate unlicensed swimming pool owners on the regulations and approval processes should be attempted prior to, or in coordination with, referrals to State program and enforcement staff. This can include, but is not limited to, issuing a formal order or schedule of compliance for obtaining licensure and following up with subsequent closing orders for noncompliance with the order or compliance schedule for the operation of unlicensed swimming pools.

To assist with timely issuance of operation licenses for the following calendar year, pool inspections should be completed prior to the end of September and inspections during the months of October, November and December should be avoided as much as possible.

Completed inspection reports are to be submitted to the State within two (2) weeks following the inspection.

**D. Requirements – State**

An interactive report of active and licensed swimming pools is updated daily on the Public Swimming Pool Program webpage at Michigan.gov/EGLEPublicSwimmingPools for Grantee access to the current list of swimming pools. Additionally, Active Pool Establishments and Open Inspection Activity information will be provided on LHD User's MiEHDWIS Dashboard to identify outstanding inspections for each jurisdiction.

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 Ms. Starla Walter. She may be contacted by telephone at 517-282-7362; by e-mail at [WalterS4@michigan.gov](mailto:WalterS4@michigan.gov); or by mail at EGLE-DWEHD, Environmental Health Section – Public Swimming Pool Program, P.O. Box 30817, Lansing, Michigan 48909-8311.

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

Submit inspection reports and other entity documents through Michigan Environmental Health and Drinking Water Information Systems (MiEHDWIS), a web application. To get started, please send e-mail to EGLE-DWEHD-ITApplicationSupport@michigan.gov or contact the Environmental Assistance Center at 800-662-9278 between 8:00 a.m. and 4:30 p.m., Monday - Friday. To utilize MiEHDWIS, a MILogin Third Party account must be created by local health department staff.

## **F. Reimbursement Schedule**

During the grant period of October 1, 2024 to September 30, 2025, the Grantee can request reimbursement of expenses incurred to complete the annual inspection of licensed swimming pools conducted by the Grantee's staff or designated representative, to help administer a swimming pool program, and to address inspections of unlicensed swimming pools or other compliance assistance activities up to the combined Swimming Pool Fund and General Fund award amount. Please refer to Program Funding – Appendix B at the end of this agreement for award amounts.

If your local jurisdiction is certified by the Department of Environment, Great Lakes, and Energy to conduct initial inspections, the State will reimburse the Grantee on a quarterly basis for initial license swimming pool inspections completed by the Grantee's staff or designated representative during the period of October 1, 2024 to September 30, 2025. The reimbursement for an initial license inspection for a public swimming pool is \$100.

Reimbursement shall be requested on a quarterly basis by submittal of the quarterly Financial Status Report (FSR) to the email address EGLE-DWEHD-Admin@michigan.gov. Please include a list of the public swimming pools inspected during the quarter.

## **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 must be retained by the Grantee for a period of three (3) years from the date of submission of the final expenditure report or the date of termination. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION  
SEPTAGE PROGRAM  
OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**A. Statement of Purpose**

This agreement is intended to establish a payment schedule to the Grantee for an initial septic land site inspection, annual land site inspection, septic 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 Environment, Great Lakes, and Energy (EGLE) will reimburse the Grantee on a quarterly basis according to the following criteria:

Initial inspection of a septic land site (per site)	\$500.00
Annual EGLE authorized "active" land site inspection (per site) includes EGLE authorized septic storage facility inspection	\$430.00
Annual or initial inspection of septic vehicles (per vehicle)	\$50.00
EGLE authorized receiving facility inspection	\$100.00

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

The payment for septic vehicle inspections will be based on the number of vehicles inspected – one payment only per vehicle.

**C. Requirements – Grantee**

1. The Grantee shall investigate complaints and conduct meetings and/or conferences relative to compliance issues.
2. The Grantee shall conduct inspections of all EGLE licensed septic land sites and septic vehicles on an annual basis in accordance with Part 117 and as established in an EGLE Septage Program document entitled "Compliance Inspection Policy." The Grantee shall use their MiEHDWIS Dashboard to identify Open Inspection Activities or EGLE's online *Septage Haulers Directory* prior to inspection and use current inspection forms provided by EGLE posted on the Septage Program website or electronic inspection report forms available directly through MiEHDWIS. Completed inspection reports are to be submitted to the State within two (2) weeks following the inspection.
3. EGLE shall notify the Grantee to conduct inspections of new land application sites and new vehicles. The Grantee shall conduct inspections of new land application sites and new vehicles and submit the material to EGLE's Septage Program within two (2) weeks from the date of receipt of EGLE notification. The inspections are conducted to verify that the new sites, the new septic vehicles, and the servicing methods are in compliance with Part 117. The Grantee shall use current inspection forms provided by EGLE posted on the Septage Program website or electronic inspection report forms available directly through MiEHDWIS.

4. The Grantee shall conduct annual inspections of all EGLE authorized septic receiving facilities in their jurisdiction using current inspection forms provided by EGLE or electronic inspection report forms available directly through MiEHDWIS. Completed inspection reports are to be submitted to the State within two (2) weeks following the inspection.
5. The Grantee shall conduct inspections of all EGLE authorized septic storage facilities on an annual basis. The Grantee shall use current inspection forms provided by EGLE posted on the Septage Program website or electronic inspection report forms available directly through MiEHDWIS. Completed inspection reports are to be submitted to the State within two (2) weeks following the inspection.
6. The Grantee should complete **all** inspections by **August 31, 2025**. Septage inspections during the month of September ought to be avoided as much as possible. However, if necessary, the Grantee may continue to complete inspections until **September 30, 2025**.

Inspection requirement details are outlined in the document entitled, "Compliance Inspection Policy." This policy, inspection checklists, reports and forms are posted on the program website and can be downloaded by clicking on *Local Health Department Information*.

#### **D. Requirements – State of Michigan**

EGLE shall provide a current list of permitted land application sites by jurisdiction. This information is available by clicking on *Septage Haulers Directory* located under *Directories* on the program website and searching by county. Additionally, Active Establishment and Open Inspection Activity information will be provided on LHD User's MiEHDWIS Dashboard to identify outstanding inspections for each jurisdiction.

1. EGLE shall provide up to date license application materials on the program website available under *License applications, Vehicles, and Land application sites*.
2. EGLE shall perform a one-time, detailed review of all new septic waste firm business, vehicle, land site and cropping plan applications to ensure administrative completeness before forwarding them to the Grantee for inspection.
3. EGLE shall provide current inspection forms on the program website and electronic inspection report forms available directly through MiEHDWIS. These forms can be downloaded from the program website by clicking on *Local Health Department Information*. The inspection forms include:
  - a. Existing Land Site Inspection Form (EQP5900).
  - b. New Land Site Inspection Form (EQP5970).
  - c. Cropping Plan Form (EQP5928).
  - d. Vehicle Inspection PDF Fillable Form Annual (EQP5901).
  - e. Vehicle Inspection PDF Fillable Form New (EQP5978).
  - f. Septage Waste Receiving Facility Inspection Form (EQP5911).
  - g. Septage Waste Storage Facility Checklist (EQP5966).
4. EGLE will provide for the request and receipt of annual cropping plans for all existing land application sites which shall be transmitted to the Grantee. EGLE will make available detailed land application record review and inspection resources necessary to assist the Grantee in their consideration of cropping plans for existing sites within their respective jurisdictions.

5. EGLE will provide resources, technical assistance, regional training, and program support as requested by the Grantee. 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 Sites*.
6. EGLE shall provide program updates and information via the program website's *Program FAQs* (Frequently Asked Questions) and informational mailings. The Grantee will be copied on memos and letters issued to licensed septage businesses.

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

Submit inspections and other septage facility documents through Michigan Environmental Health and Drinking Water Information Systems (MiEHDWIS). Please send e-mail to EGLE-DWEHD-ITApplicationSupport@michigan.gov or contact the Environmental Assistance Center at 800-662-9278 between 8:00 a.m. and 4:30 p.m., Monday - Friday to get started. To utilize MiEHDWIS, a MILogin Third Party account must be created by local health department staff.

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

Reimbursement shall be requested on a quarterly basis by submittal of the quarterly Financial Status Report (FSR) to the email address EGLE-DWEHD-Admin@michigan.gov. Please attach a list of the Septage Program inspections that were completed during the quarter.

#### **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 must be retained by the Grantee for a period of three (3) years from the date of submission of the final expenditure report or the date of termination. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

## PROGRAM FUNDING - APPENDIX B

### **Noncommunity Water Supply Program (Type II Public)**

1. Standard Allocation - State Funding Amount: \$74,149
2. General Fund - State Funding Amount: \$222,101\*

### **Drinking Water Long-Term Monitoring**

1. RRD State Funding Amount: \$1,000
2. General Fund - State Funding Amount: \$1,250

### **Campground Program**

1. Campground Fund - State Funding Amount: \$225
2. General Fund - State Funding Amount: \$675\*

### **Public Swimming Pool Program**

1. Public Swimming Pool Fund - State Funding Amount: \$4,530
2. General Fund - State Funding Amount: \$10,890\*
3. Public Swimming Pool Fund – Initial Inspections Funding Amount: \$0

### **Septage Program**

Septage Fund - State Funding Amount: \$0

### **\*GF 20% BUDGET CHANGE ALLOWANCE**

Up to 20% of the general fund allocation from each of the Noncommunity, Campground, or Swimming Pool programs can be moved across those programs by sending a request via email to EGLE-DWEHD-Admin@michigan.gov. We have excluded Long-Term Monitoring and Septage at this time due to the pay-per-sample/inspection reimbursement method. Upon approval of the request, a modified FSR will be sent with the newly approved budget.

If you need this information in an alternate format, contact [EGLE-Accessibility@Michigan.gov](mailto:EGLE-Accessibility@Michigan.gov) or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at [EGLE-NondiscriminationCC@Michigan.gov](mailto:EGLE-NondiscriminationCC@Michigan.gov) or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

**File #:** RES-2024-1605

**Agenda Date:** 1/8/2025

**Agenda #:** 4.

**To:** Charles Winfrey, Human Services Committee Chairperson

**From:** Pamela Coleman, GCCARD Director

**RE:** Approval of a request to accept and expend an increase in the Local Water Utility Affordability Act -2025 from the Michigan Department of Health and Human Services in the Amount of \$427,991.00

### **BOARD ACTION REQUESTED:**

The Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee to accept and expend an increase in award for the Local Water Utility Affordability-2025 (LWUA) agreement in the amount of \$427,991.00 for a new award total of \$1,177,991.00, with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

### **BACKGROUND:**

GCCARD has received notice of an award increase for LWUA-25 from the Michigan Department of Health and Human Services (MDHHS) in the amount of \$427,991.00 for a new award total of \$1,177,991.00. The LWUA-25 award was approved via RES-2024-925.

### **DISCUSSION:**

LWUA-25 funds will be used to pay water utility and wastewater service arrearages up to \$3,000.00 for eligible Genesee County residents. The term of this agreement runs from October 01, 2024, through September 30, 2026.

### **IMPACT ON HUMAN RESOURCES:**

There will be no impact on Human Resources.

### **IMPACT ON BUDGET:**

This award will increase the amended agreement of \$750,000.00 by \$427,991.00 for a new award total of \$1,177,991.00. Funds will be deposited into fund number 2810-695.39-504.000 and 2810-695.41-504.000. A budget amendment is attached.

### **IMPACT ON FACILITIES:**

There will be no impact on Facilities and Operations.

### **IMPACT ON TECHNOLOGY:**

There will be no impact on Information Technology.

**CONFORMITY TO COUNTY PRIORITIES:**

This memorandum conforms to Genesee County's priority of Healthy, Livable and Safe Communities as providing assistance for water utility and wastewater service arrearages through LWUA will ensure access to safe drinking water and the maintenance of good hygiene. Genesee County residents who receive this assistance will be able to complete daily tasks many of us take for granted such as the ability to cook, do laundry, and bathe.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Genesee County Community Action Resource Department (GCCARD) to authorize amending the Local Water Utility Affordability-2025 agreement between Genesee County and the Michigan Department of Health and Human Services, said amendment being necessary to accept an additional \$427,991.00 in funding, for a new total award amount of \$1,177,991.00, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the January 8, 2025 meeting of the Human Services Committee of this board), and the Chief Financial Officer is directed to record the attached budget amendment.

**Amendment No. 2 to the  
Agreement Between  
the Michigan Department of Health and Human Services  
and  
County of Genesee  
for  
Local Water Utility Affordability-2025**

**1. Period of Agreement:**

This agreement shall commence on October 1, 2024 and continue through September 30, 2026. This agreement is in full force and effect for the period specified.

**2. Program Budget and Agreement Amount**

The total agreement amount is increased from \$750,000.00 to \$1,177,991.00, and the Department's agreement amount is increased from \$750,000.00 to \$1,177,991.00. as shown on the Attachment B budget pages.

**3. Amendment Purpose**

The purpose of this amendment is to increase the Department's agreement amount for \$427,991.

#### **4. Original Amendment Conditions**

It is understood and agreed that all other conditions of the original agreement remain the same.

## 5. Signature Section

**FOR the Michigan Department of Health and Human Services**

Jeanette Hensler

12/11/2024

Jeanette Hensler, Director Date  
Grants Division, Bureau of Grants and Purchasing

Attachment B1 - Program Budget Summary

<b>PROGRAM</b> Local Water Utility Affordability-2025		<b>DATE PREPARED</b> 12/11/2024	
<b>CONTRACTOR NAME</b> County of Genesee		<b>BUDGET PERIOD</b> From : 10/1/2024 To : 9/30/2026	
<b>MAILING ADDRESS (Number and Street)</b> 420 W. Fifth		<b>BUDGET AGREEMENT</b> <input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment	<b>AMENDMENT #</b> 2
<b>CITY</b> Flint	<b>STATE</b> MI	<b>ZIP CODE</b> 48503-2445	<b>FEDERAL ID NUMBER</b> 38-6004849
	<b>Category</b>	<b>Total</b>	<b>Amount</b>
1	Allocation Amount	1,177,991.00	1,177,991.00
<b>TOTAL EXPENDITURES</b>		<b>1,177,991.00</b>	<b>1,177,991.00</b>

Source of Funds

**SOURCE OF FUNDS**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>
1	<b>State Agreement</b>	1,177,991.00	1,177,991.00
	<b>Totals</b>	<b>1,177,991.00</b>	<b>1,177,991.00</b>

Attachment B2 - Program Budget - Cost Detail Schedule

	<b>Line Item</b>	<b>Total</b>
1	<b>Allocation Amount</b>	
	Allocation Amount	1,177,991.00
	<b>TOTAL EXPENDITURES</b>	<b>1,177,991.00</b>

## **Modified Documents**

DESCRIPTION:LWUA Budget

GL #	DESCRIPTION	Increase/(Decrease)
2810-695.39-504.000	LWUA Budget	65,521.00
2810-695.39-957.006	LWUA Budget	\$65,521.00
2810-695.41-504.000	LWUA Budget	(\$62,530.00)
2810-695.41-702.000	LWUA Budget	\$31,325.00
2810-695.41-709.000	LWUA Budget	\$2,396.00
2810-695.41-718.000	LWUA Budget	\$581.00
2810-695.41-723.000	LWUA Budget	\$400.00
2810-695.41-726.000	LWUA Budget	\$350.00
2810-695.41-727.000	LWUA Budget	\$39.00
2810-695.41-728.000	LWUA Budget	\$208.00
2810-695.41-729.000	LWUA Budget	\$26.00
2810-695.41-730.000	LWUA Budget	\$29.00
2810-695.41-801.001	LWUA Budget	\$2,500.00
2810-695.41-924.000	LWUA Budget	(100,384.00)