

21 R# 181

To: Rutherford County: Sheriff, District Attorney, Clerk of Court, and NC State Bureau of Investigation

CC: Rutherford County Board of Commissioners

RE: Violation of NC General Statute 14-228

Date: 12/14/2021

COPY

FILED
2021 DEC 14 P
RUTHERFORD COUNTY
CLERK OF COURT
SMAJ

To those receiving this criminal complaint,

This complaint is being submitted to multiple areas of law enforcement and the judicial system to ensure that it will be seen by all those with the authority to investigate what appears to be a violation of NC GS 14-228, Buying and selling offices, which is fully explained in the included notarized affidavits. The signed Agreements included show the local health director's signature along with four signatures of the NC Dept of Public Health employees.

We are requesting a full investigation into this situation as we have had the information and documents reviewed by multiple NC attorneys which were all in agreement that it appears a felony has been committed by the local health director agreeing to abdicate/sell their authority to the state and federal HHS Secretaries in regards to making decisions at the local level on handling Covid-19, which is "deputation of office, part or parcel thereof" for the benefit of \$115,000 being made available to the budget of the county health dept. (or \$115,00 per county if in a district) for which the health director manages and is required to report to the BOH. When government grant money is awarded, it is to fund a specified project/goal and the recipient does not agree to give the grantor their authority, which is what has transpired and therefore this document became a bill of sale for decisional authority on Covid-19 at the county level. In order for the job duties and the authority for the office of a local health director to be altered, it would require at minimum, an official act/vote by the BOH and cannot be altered by the health director themselves agreeing to a contract with a separate agency.

In addition to the expectation of a thorough and prompt investigation, (with the constant updating of "guidance" & "directives" issued by HHS, this is time sensitive) we are also requesting that this be considered immediately for being presented to a grand jury for a true bill of indictment, before any further guidance, directives or mandates are issued at the state and/or federal level that adversely affects every resident in the county and state.

Depending upon the specific locations and employment arrangements, it should also be noted that any school staff issuing quarantines, should be considered as a violation of NC GS 14-277(e) which is impersonation of a public officer (only the local or state health director has the legal authority to issue a quarantine or isolation orders), and that any nurses telling children that they "have Covid-19" (instead of stating they tested positive which is only a diagnostic tool) is a form of issuing a diagnosis and that can only be done by a licensed MD, DO, NP, or PA, which equates to practicing medicine without a license. Currently many schools are providing Covid-19 testing without a doctor present to issue a diagnosis after a clinical evaluation, which leaves unsupervised nurses using a diagnostic tool, but they cannot legally issue a diagnosis. Both possible misdemeanors were also put in place by the same local health director that we now know agreed to comply with any and all Covid-19 guidance regardless of anything at the local level.

COPY

SIGNATURE SHEET FOR COMPLAINT SUBMISSION

COUNTY: Rutherford

RECIPIENT OF COMPLAINT:

COUNTY SHERIFF'S OFFICE:

Sgt James Hoggins
(print name, job title)

[Signature] 12-14-2021
(signature, date)

DISTRICT ATTORNEY'S OFFICE:

Refused Signature (Tech Bell Not available)
(print name, job title)

[Signature] 1:46 pm
(signature, date)

COUNTY MANAGER'S OFFICE:

Paula Roach (couldn't sign) 2:08
(print name, job title)

[Signature]
(signature, date)

CLERK OF COURT:

Steve Owens Clerk of Superior Court
(print name, job title)

[Signature] 12-14-21
(signature, date)

PERSONS SUBMITTING COMPLAINT:

Stephanie Parsons
(print name)

[Signature] 12-14-21
(signature, date)

Kelly Wigger
(print name)

[Signature] 12/14/21
(signature, date)

To: Rutherford County: Sheriff, District Attorney, Clerk of Court, and NC State Bureau of Investigation

CC: Rutherford County Board of Commissioners

RE: Violation of NC General Statute 14-228

Date: 12/14/2021

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We are requesting a full investigation into this situation as we have had the information and documents reviewed by multiple NC attorneys which were all in agreement that it appears a felony has been committed by the local health director agreeing to abdicate/sell their authority to the state and federal HHS Secretaries in regards to making decisions at the local level on handling Covid-19, which is "deputation of office, part or parcel thereof" for the benefit of \$115,000 being made available to the budget of the county health dept. (or \$115,00 per county if in a district) for which the health director manages and is required to report to the BOH. When government grant money is awarded, it is to fund a specified project/goal and the recipient does not agree to give the grantor their authority, which is what has transpired and therefore this document became a bill of sale for decisional authority on Covid-19 at the county level. In order for the job duties and the authority for the office of a local health director to be altered, it would require at minimum, an official act/vote by the BOH and cannot be altered by the health director themselves agreeing to a contract with a separate agency.

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As residents of Rutherford County and North Carolina we appreciate your efforts in investigating these possible violations of NC laws in an effort to protect the public and uphold law & order as prescribed in NC General Statues. We look forward to hearing any progress, updates and/or decisions made in this matter. Please be prepared to issue a public statement in the event there is a refusal to act on this complaint. This complaint is in the process of being submitted in multiple counties in North Carolina and in multiple SBI locations, as the SBI does have the jurisdiction to investigate both parties involved in this transaction regardless of location.

Sincerely,

Stephanie Parsons *Stephanie Parsons* 12-14-21 828-458-2485

(Print name)

(Signature, date)

(Phone number)

Kelly Wigger *Kelly Wigger* 12/14/21 828 243 7577

(Print name)

(Signature, date)

(Phone number)

STATE OF NORTH CAROLINA

Rutherford County

File No. (if applicable)

Scan No. (Official Use Only)

In The General Court Of Justice
District Superior Court Division

NOTE TO AFFIANT: Do not sign this Affidavit until you are before a notary or other public official authorized by law to administer an oath in North Carolina. If this Affidavit is provided in a case already pending in the courts, include the file number and county in which the case is pending above and the name of the defendant below. An affidavit is a statement given under oath that its contents are true and accurate. Any false statement or information contained in this affidavit may subject you to prosecution for the felony of perjury, N.C.G.S. 14-209, or under other statutes that prohibit false statements under oath. False statements or the unauthorized disclosure of information protected by law from disclosure also might subject you to civil liability to any person harmed by those statements. This Affidavit may be disclosed to the public as provided in the North Carolina Public Records Act, N.C.G.S. Chapter 132, and related statutes. You cannot prevent that disclosure by marking statements with "confidential," "privileged," or any similar terms.

STATE VERSUS

Name Of Defendant (if applicable)

Karen Powell

Name Of Affiant (type or print)

Stephanie Parsons

Agency (if law enforcement officer)

AFFIDAVIT

AFFIDAVIT

The undersigned Affiant, having been duly sworn or affirmed, deposes and states that Affiant is competent to give the testimony below. Affiant makes the following statements of fact from Affiant's personal knowledge, except as to statements specifically identified below as made upon information and belief, which Affiant believes to be true and for which the source of information and the basis for belief are stated.

NC General Statutes, Chapter 14, Article 31 (NC GS 14-228) is entitled BUYING AND SELLING OFFICES and states the following: If any person shall bargain away or sell an office or deputation of an office, or any part or parcel thereof, or shall take money, reward or other profit, directly or indirectly, or shall take any promise, covenant, bond or assurance for money, reward or other profit, for an office or the deputation of an office, or any part thereof, which office, or any part thereof, shall touch or concern the administration or execution of justice, or the receipt, collection, control or disbursement of the public revenue, or shall concern or touch any clerkship in any court of record wherein justice is administered; or if any person shall give or pay money, reward or other profit, or shall make any promise, agreement, bond or assurance for any of such offices, or for the deputation of any of them, or for any part of them, the person so offending in any of the cases aforesaid shall be guilty of a Class I felony.

The included documents are copies of the DPH Agreement Addendum (361 ELC Reopening Schools SH Liaison) showing the signature and therefore the contractual agreement of the Defendant. In this document under Section VI, 3.(a)(c) (e), the Defendant has agreed to comply, assist and enforce any current and future directives & guidance issued by state and federal HHS Secretaries relating to the control of the spread of covid-19 with complete disregard for the impact at the local level, which is their responsibility as a local health director. The defendant did benefit by signing the Agreement while the budget they manage gained \$115,000 per county from NCDHHS, which originated in the American Rescue Plan of 2021. The defendant has agreed to relinquish their authority and capacity to operate as the highest authority of public health at the local level (deputation of office), to the state and federal HHS Secretaries regardless of civil rights, due process, NC General Statues and any impact to the local area. There are over 2,800 local health departments in the US for the sole purpose that public health issues must be analyzed, considered, and decisions implemented specific for the established local area. The Agreement also includes the requirement for the defendant to use their office & authority to assist with enforcement of any federal orders related to quarantine & isolation regardless of violations of civil rights, due process or the impact at the local level. It is clearly deputation of office, any parcel or parcel thereof, and does involve disbursement of public revenue, that the defendant has relinquished authority of the office in relation to handling covid-19 for their designated area, to the state and federal levels, in return for \$115,000 added to the county HD budget, and therefore shall be guilty of a Class I felony.

This is page number 1 of (total number of pages).

NOTE: If additional pages are needed, use form AOC-CR-158A (Affidavit Continuation) for all subsequent pages.

NOTE TO OFFICIAL ADMINISTERING OATH: For a multi-page affidavit, complete the oath/affirmation on the last page. If the Affidavit was transcribed by another person for an Affiant who understands English but cannot read, do not swear the scribe to the Affidavit. Only the Affiant is to be sworn to the Affidavit, but read the Affidavit completely to the Affiant before administering the oath/affirmation. For an Affidavit translated into English from a statement in another language, record the oath/affirmation only on the English version, and swear the translator to the Affidavit on Side Two of the last page.

SWORN/AFFIRMED AND SUBSCRIBED TO BEFORE ME

Date

Dec. 14 2021

Date

12/14/2021

Name (type or print)

Stephan Shahan

Signature Of Affiant

Stephanie Parsons

STEPHEN SHAHAN
NOTARY PUBLIC

RUTHERFORD COUNTY
SEAL
My Commission Expires 7/19/2022

Commission Expires 7/19/2022

County Where Notarized
Rutherford

Deputy CSC Assistant CSC Clerk Of Superior Court Magistrate
Superior Court Judge District Court Judge

STATE OF NORTH CAROLINA

File No. (if applicable)

Rutherford County

Scan No. (Official Use Only)

In The General Court Of Justice
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SWORN/AFFIRMED AND SUBSCRIBED TO BEFORE ME

Date Dec. 14, 2021

Date 12/14/2021 Name (type or print) Stephen Shannon

Signature Of Affiant Kelly Wigger

STEPHEN SHANNON Notary Public RUTHERFORD COUNTY NC

My Commission Expires 7/19/2022 County Where Notarized Rutherford

Deputy CSC Assistant CSC Clerk Of Superior Court Magistrate Superior Court Judge District Court Judge

Article 31.

Misconduct in Public Office.

§ 14-228. Buying and selling offices.

If any person shall bargain away or sell an office or deputation of an office, or any part or parcel thereof, or shall take money, reward or other profit, directly or indirectly, or shall take any promise, covenant, bond or assurance for money, reward or other profit, for an office or the deputation of an office, or any part thereof, which office, or any part thereof, shall touch or concern the administration or execution of justice, or the receipt, collection, control or disbursement of the public revenue, or shall concern or touch any clerkship in any court of record wherein justice is administered; or if any person shall give or pay money, reward or other profit, or shall make any promise, agreement, bond or assurance for any of such offices, or for the deputation of any of them, or for any part of them, the person so offending in any of the cases aforesaid shall be guilty of a Class I felony. (5, 6 Edw. VI, c. 16, ss. 1, 5; R.C., c. 34, s. 33; Code, s. 998; Rev., s. 3571; C.S., s. 4382; 1993, c. 539, s. 1213; 1994, Ex. Sess., c. 24, s. 14(c).)

Division of Public Health Agreement Addendum FY 21-22

Foothills Health District
Local Health Department Legal Name

Women's & Children's Health /
Children & Youth
DPH Section / Branch Name

361 ELC Reopening Schools SH Liaison
Activity Number and Description

Ann Nichols, 919-707-5667
ann.nichols@dhhs.nc.gov
DPH Program Contact
(name, phone number, and email)

06/01/2021 – 05/31/2022
Service Period

DPH Program Signature **Date**
(only required for a negotiable agreement addendum)

07/01/2021 – 06/30/2022
Payment Period

- Original Agreement Addendum**
 Agreement Addendum Revision # _____


I. Background:

In support of safe, in-person instruction in kindergarten through grade 12 (K-12) schools, screening testing can provide an additional layer of prevention to protect students, teachers, and staff and slow the spread of SARS-CoV-2, the virus that causes Coronavirus Disease 2019 (COVID-19). While it is critical for schools to remain open for academic, social, and emotional benefits, it is equally important to do so safely. (See: <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/operation-strategy.html>.) To enable schools to establish and expand COVID-19 screening testing programs to support and maintain in-person learning, the federal government is providing financial resources through the Centers for Disease Control and Prevention (CDC) under the ELC Reopening Schools award.

Public health and education are necessary partners for safe and healthy schools. Successful testing programs with the appropriate response to test results are enhanced by close collaborative working relationships between schools and local health authorities. Efforts should be taken to foster, grow and maintain the tie between public health and education to support COVID testing and response programs and other activities that improve population and individual health for students and school staff. Funding from the ELC award will support staff positions that encourage continuity of existing COVID-related activities, maintain the health department's integral role in screening testing, build upon the work already begun, and ensure a holistic assessment and monitoring of disease burden within any given community.

II. Purpose:

This Agreement Addendum provides temporary funding for the Local Health Department to hire Public Health Nurse (PHN) School Health Liaisons for the coordination of COVID-19 screening, testing, and


Health Director Signature (use blue ink)

8-9-2021
Date

Local Health Department to complete: (If follow-up information is needed by DPH)	LHD program contact name: <u>Karen Powell</u>
	Phone number with area code: <u>878 223-3908</u>
	Email address: <u>kpowell@foothillshd.org</u>

vaccine administration efforts, and to coordinate other school health/public health services as described in the Memorandum of Agreements referenced in the Attachment A, Paragraph B of the Agreement Addendum for FY22 351 Child Health.

III. Scope of Work and Deliverables:

The Local Health Department (LHD) shall:

1. Employ one or more PHN School Health Liaisons by the start of the 2021-2022 school year to liaise with all school types within the jurisdiction of the LHD. Allowable uses of funds include salary and fringe benefits, staff development and training, IT hardware and software, supplies including cell phones and office supplies, and travel.
2. Establish a job description for the PHN School Health Liaison that includes the following activities in addition to other local needs:
 - a. Administration/Joint Planning for School Health
 1. Coordinate school health efforts between the LHD and all LEAs and schools in the LHD county (or counties if a District LHD) served.
 2. Conduct ongoing evaluation of cooperative efforts and collaborate on needed changes.
 3. Serve as the LHD liaison for the School Health Nursing Program in all LEAs and schools in the LHD county (or counties if a District LHD) served.
 4. Participate in the LEA School Health Advisory Committee (SHAC).
 - b. Communicable Disease
 1. Coordinate shared activities related to COVID-19 testing programs in schools and related response to test results and mitigation efforts.
 2. Coordinate investigation and/or follow-up of other reportable communicable disease events.
 3. Participate in procedure development for response to communicable disease outbreaks in schools.
 4. Coordinate local media response in conjunction with school administration regarding communicable disease events and efforts in K-12 schools.
 - c. School Site Vaccine Administration Opportunities
 1. Provide Vaccine Information Statements (VIS) to schools and encourage on-site clinic opportunities.
 2. Coordinate vaccine, medical supplies, and documentation supplies as needed for clinics when scheduled.
 3. Assure completion of administration processes related to vaccines through data entry.
 - d. OSHA Compliance Program
 1. Coordinate the availability of OSHA-required vaccines for identified school staff through LHD clinics and the billing of LEA for required services.
 2. Act as a resource to the Lead Nurses/designees for OSHA Blood Born Pathogens training and incidents in schools.
 - e. Professional Development
 1. Include local school nurses in educational and workshop opportunities related to school health program needs.
 2. Ensure initial training and annual updates are provided for local school nurses on their duties regarding county disaster response as defined in the Memorandum of Agreements

referenced in the Attachment A, Paragraph B of the Agreement Addendum for FY22 351 Child Health.

f. Privacy Protection

1. Facilitate 'read only' access to the North Carolina Immunization Registry for county school nurses.
 2. Ensure local school nurses have reviewed and signed the LHD Annual Confidentiality Statement.
 3. Act as a resource in ensuring compliance with HIPAA and FERPA in coordinated activities.
3. Ensure the execution of Memorandums of Agreement (MOAs) inclusive of the job description activities between the LHD and schools/districts (LEA, Charter, Independent) that are providing COVID testing programs. This MOA requirement can be accomplished through amending the existing annual agreement referenced in the Attachment A, Paragraph B of the Agreement Addendum for FY22 351 Child Health if Liaison activities are included and consistent with the MOA guidelines provided by the DPH School Health Unit.

Number of PHN Liaison Positions Funded	Amount of Funding Allocated
2	\$230,000

IV. Performance Measures/Reporting Requirements:

1. Performance Measures

- a. Employ one or more PHN School Health Liaisons by the start of the 2021-2022 school year to liaise with all school types and LEAs served by the LHD.
- b. Upload job descriptions of all nurses hired with these funds into the Smartsheet Dashboard.

<https://app.smartsheet.com/b/publish?EQBCT=82018408c7b44cf9b44e113b6e536ffb>

2. Reporting Requirements

The reporting below shall be provided by the LHD to DPH via the Smartsheet dashboard, which can be accessed at <https://app.smartsheet.com/b/publish?EQBCT=82018408c7b44cf9b44e113b6e536ffb>

The LHD shall:

- a. Complete the **COVID-19 Response Plan** in the Smartsheet Dashboard. This response plan is to provide information related to the LHD's broader goals and partnerships for COVID-19 preparedness and response. The Smartsheet dashboard will present a series of questions to be answered in a short-answer format, with topics including aspects of testing, contact tracing, vaccination, equity, and preparedness in general.

The LHD will be providing responses for a single COVID-19 Response Plan and this plan will meet the reporting requirements described under the FY22 Agreement Addenda for this Activity 361 as well as other Activities. (The specific Activities to be included for this COVID-19 Response Plan continue to evolve; the complete list of Activities can be found on the Smartsheet dashboard.)

The COVID-19 Response Plan will receive DPH oversight from the DPH Branch staff members representing each relevant aspect. Any question the LHD has about the COVID-19 Response Plan should be directed to the DPH Division Director's Office at lhdhealthserviceta@dhhs.nc.gov

- b. Complete a **Monthly Financial Report** each month via the Smartsheet dashboard. These monthly financial reports will report on the prior month, with the exception of the first months' reports, consistent with the due dates posted on the Smartsheet dashboard. The financial reports for June 2021, July 2021, August 2021, and September 2021 are due by October 22, 2021.

Maintain all receipts and invoices for drawdowns that support the allowable use expenses which include salary and fringe benefits, staff development and training, IT hardware and software, supplies (including cell phones and office supplies), and travel.

Seek prior approval from DPH program staff for any expenditure that is not consistent with allowable use listed.

- c. The LHD shall complete a **Quarterly Progress Report** each quarter via the Smartsheet dashboard. These periodic progress reports will report about the prior period's progress on implementing the Agreement Addendum's required school health nurse liaison activities as listed in the job description. The due dates are posted on the Smartsheet dashboard. The first progress report is to report for July – September 2021 and is due by October 22, 2021. This first progress report must include an estimated timeline for completion of 21/22 program deliverables. The quarterly periods for these progress reports are defined as:

July – September 2021

October – December 2021

January – March 2022

V. Performance Monitoring and Quality Assurance:

1. This Activity will be monitored by the Children & Youth Branch according to the following plan:
 - a. The Regional School Health Nurse Consultant (RSHNC) will review the Financial Reports each month to ensure that funds are spent only on allowable uses.
 - b. The RSHNC will review the Progress Reports each quarter.
 - c. An annual monitoring report will be completed by the DPH program staff (RSHNC) at the end of the year (May, 2022), and a copy made available to the Local Health Director. If the report indicates failure to adhere to deliverables in this Agreement Addendum, the Local Health Director or designee will work with the RSHNC to develop a corrective action plan.
2. The Local Health Department shall adhere to the following service quality measures:
 - a. Services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the North Carolina Board of Nursing. The North Carolina School Health Program Manual, Sixth edition, shall be consulted as a resource, as well as the Scope and Standards of School Nursing developed by American Nurses Association and National Association of School Nurses.
 - b. Services are provided in a culturally sensitive manner.
 - c. Services are provided with adherence to federal law in relation to privacy of student records, following both HIPAA (Health Insurance Portability and Accountability Act) and FERPA (Family Educational Rights and Privacy Act), as applicable. Where HIPAA and FERPA may appear to be in conflict, FERPA shall be followed regarding records that become part of the

student's educational record; US Department of Education and North Carolina Department of Public Instruction guidelines are resources.

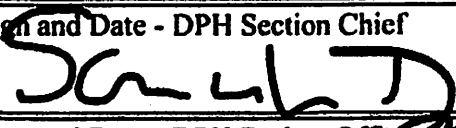

VI. Funding Guidelines or Restrictions:

1. **Requirements for pass-through entities:** In compliance with 2 *CFR* §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
 - a. **Definition:** A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
 - b. **Frequency:** Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
2. **Allowable uses of this Activity's funds include salary and fringe benefits, staff development and training, IT hardware and software, supplies including cell phones and office supplies, and travel.**

Activity 361		1332 892A L5		
Service Period	AA	06/01-05/31	Proposed Total	New Total
Payment Period		07/01-06/30		
01 Alamance	* 0	115,000	115,000	115,000
D1 Albemarle	* 0	920,000	920,000	920,000
02 Alexander	* 0	115,000	115,000	115,000
04 Anson	* 0	115,000	115,000	115,000
D2 Appalachian	* 0	345,000	345,000	345,000
07 Beaufort	* 0	115,000	115,000	115,000
09 Bladen	* 0	115,000	115,000	115,000
10 Brunswick	* 0	115,000	115,000	115,000
11 Buncombe	* 0	115,000	115,000	115,000
12 Burke	* 0	115,000	115,000	115,000
13 Cabarrus	* 0	115,000	115,000	115,000
14 Caldwell	* 0	115,000	115,000	115,000
16 Carteret	* 0	115,000	115,000	115,000
17 Caswell	* 0	115,000	115,000	115,000
18 Catawba	* 0	115,000	115,000	115,000
19 Chatham	* 0	115,000	115,000	115,000
20 Cherokee	* 0	115,000	115,000	115,000
22 Clay	* 0	115,000	115,000	115,000
23 Cleveland	* 0	115,000	115,000	115,000
24 Columbus	* 0	115,000	115,000	115,000
25 Craven	* 0	115,000	115,000	115,000
26 Cumberland	* 0	115,000	115,000	115,000
28 Dare	* 0	115,000	115,000	115,000
29 Davidson	* 0	115,000	115,000	115,000
30 Davie	* 0	115,000	115,000	115,000
31 Duplin	* 0	115,000	115,000	115,000
32 Durham	* 0	115,000	115,000	115,000
33 Edgecombe	* 0	115,000	115,000	115,000
D7 Foothills	* 0	230,000	230,000	230,000
34 Forsyth	* 0	115,000	115,000	115,000
35 Franklin	* 0	115,000	115,000	115,000
36 Gaston	* 0	115,000	115,000	115,000
38 Graham	* 0	115,000	115,000	115,000

D3 Gran-Vance	* 0	230,000	230,000	230,000
40 Greene	* 0	115,000	115,000	115,000
41 Guilford	* 0	115,000	115,000	115,000
42 Halifax	* 0	115,000	115,000	115,000
43 Harnett	* 0	115,000	115,000	115,000
44 Haywood	* 0	115,000	115,000	115,000
45 Henderson	* 0	115,000	115,000	115,000
47 Hoke	* 0	115,000	115,000	115,000
48 Hyde	* 0	115,000	115,000	115,000
49 Iredell	* 0	115,000	115,000	115,000
50 Jackson	* 0	115,000	115,000	115,000
51 Johnston	* 0	115,000	115,000	115,000
52 Jones	* 0	115,000	115,000	115,000
53 Lee	* 0	115,000	115,000	115,000
54 Lenoir	* 0	115,000	115,000	115,000
55 Lincoln	* 0	115,000	115,000	115,000
56 Macon	* 0	115,000	115,000	115,000
57 Madison	* 0	115,000	115,000	115,000
D4 M-T-W	* 0	345,000	345,000	345,000
60 Mecklenburg	* 0	115,000	115,000	115,000
62 Montgomery	* 0	115,000	115,000	115,000
63 Moore	* 0	115,000	115,000	115,000
64 Nash	* 0	115,000	115,000	115,000
65 New Hanover	* 0	115,000	115,000	115,000
66 Northampton	* 0	115,000	115,000	115,000
67 Onslow	* 0	115,000	115,000	115,000
68 Orange	* 0	115,000	115,000	115,000
69 Pamlico	* 0	115,000	115,000	115,000
71 Pender	* 0	115,000	115,000	115,000
73 Person	* 0	115,000	115,000	115,000
74 Pitt	* 0	115,000	115,000	115,000
75 Polk	* 0	115,000	115,000	115,000
76 Randolph	* 0	115,000	115,000	115,000
77 Richmond	* 0	115,000	115,000	115,000
78 Robeson	* 0	115,000	115,000	115,000
79 Rockingham	* 0	115,000	115,000	115,000
80 Rowan	* 0	115,000	115,000	115,000
82 Sampson	* 0	115,000	115,000	115,000
83 Scotland	* 0	115,000	115,000	115,000
84 Stanly	* 0	115,000	115,000	115,000
85 Stokes	* 0	115,000	115,000	115,000

86 Surry	* 0	115,000	115,000	115,000
87 Swain	* 0	115,000	115,000	115,000
D6 Toe River	* 0	345,000	345,000	345,000
88 Transylvania	* 0	115,000	115,000	115,000
90 Union	* 0	115,000	115,000	115,000
92 Wake	* 0	115,000	115,000	115,000
93 Warren	* 0	115,000	115,000	115,000
96 Wayne	* 0	115,000	115,000	115,000
97 Wilkes	* 0	115,000	115,000	115,000
98 Wilson	* 0	115,000	115,000	115,000
99 Yadkin	* 0	115,000	115,000	115,000
Totals		11,500,000	11,500,000	11,500,000

Sign and Date - DPH Program Administrator <i>Carol Tyson</i> Acting Branch Head 8/3/21	Sign and Date - DPH Section Chief 
Sign and Date - DPH Contracts Office <i>Grenako Stuart</i> 8/5/2021	Sign and Date - DPH Budget Officer  08/05/2021

Supplement reason: In AA+BE or AA+BE Rev -OR- -

CFDA #: 93.323 Fed awd date: 4/8/21 Is award R&D? no FAIN: NU50CK000530 Total amount of fed awd: \$ 113539687

CFDA name: Disease (EC) Epidemiology and Laboratory Capacity for Infectious Disease (EC)
 Fed award project description: Epidemiology and Laboratory Capacity for Infectious Disease (ELC)
 Fed awarding agency: DHHS, Centers for Disease Control and Prevention
 Federal award indirect cost rate: n/a

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	115,000	115,000	Jackson	019728518	115,000	115,000
Albemarle	130537822	920,000	920,000	Johnston	097599104	115,000	115,000
Alexander	030495105	115,000	115,000	Jones	095116935	115,000	115,000
Anson	847163029	115,000	115,000	Lee	067439703	115,000	115,000
Appalachian	780131541	345,000	345,000	Lenoir	042789748	115,000	115,000
Beaufort	091567776	115,000	115,000	Lincoln	086869336	115,000	115,000
Bladen	084171628	115,000	115,000	Macon	070626825	115,000	115,000
Brunswick	091571349	115,000	115,000	Madison	831052873	115,000	115,000
Buncombe	879203560	115,000	115,000	MTW	087204173	345,000	345,000
Burke	883321205	115,000	115,000	Mecklenburg	074498353	115,000	115,000
Cabarrus	143408289	115,000	115,000	Montgomery	025384603	115,000	115,000
Caldwell	948113402	115,000	115,000	Moore	050988146	115,000	115,000
Carteret	058735804	115,000	115,000	Nash	050425677	115,000	115,000
Caswell	077846053	115,000	115,000	New Hanover	040029563	115,000	115,000
Catawba	083677138	115,000	115,000	Northampton	097594477	115,000	115,000
Chatham	131356607	115,000	115,000	Onslow	172663270	115,000	115,000
Cherokee	130705072	115,000	115,000	Orange	139209659	115,000	115,000
Clay	145058231	115,000	115,000	Pamlico	097600456	115,000	115,000
Cleveland	879924850	115,000	115,000	Pender	100955413	115,000	115,000
Columbus	040040016	115,000	115,000	Person	091563718	115,000	115,000
Craven	091564294	115,000	115,000	Pitt	080889694	115,000	115,000
Cumberland	123914376	115,000	115,000	Polk	079067930	115,000	115,000
Dare	082358631	115,000	115,000	Randolph	027873132	115,000	115,000
Davidson	077839744	115,000	115,000	Richmond	070621339	115,000	115,000
Davie	076526651	115,000	115,000	Robeson	082367871	115,000	115,000
Duplin	095124798	115,000	115,000	Rockingham	077847143	115,000	115,000
Durham	088564075	115,000	115,000	Rowan	074494014	115,000	115,000
Edgecombe	093125375	115,000	115,000	Sampson	825573975	115,000	115,000
Foothills	782359004	230,000	230,000	Scotland	091564146	115,000	115,000
Forsyth	105316439	115,000	115,000	Stanly	131060829	115,000	115,000
Franklin	084168632	115,000	115,000	Stokes	085442705	115,000	115,000
Gaston	071062186	115,000	115,000	Surry	077821858	115,000	115,000
Graham	020952383	115,000	115,000	Swain	146437553	115,000	115,000
Granville-Vance	063347626	230,000	230,000	Toe River	113345201	345,000	345,000
Greene	091564591	115,000	115,000	Transylvania	030494215	115,000	115,000
Guilford	071563613	115,000	115,000	Union	079051637	115,000	115,000
Halifax	014305957	115,000	115,000	Wake	019625961	115,000	115,000
Harnett	091565986	115,000	115,000	Warren	030239953	115,000	115,000
Haywood	070620232	115,000	115,000	Wayne	040036170	115,000	115,000
Henderson	085021470	115,000	115,000	Wilkes	067439950	115,000	115,000
Hoke	091563643	115,000	115,000	Wilson	075585695	115,000	115,000
Hyde	832526243	115,000	115,000	Yadkin	089910624	115,000	115,000
Iredell	074504507	115,000	115,000				

Division of Public Health Agreement Addendum FY 21-22

Foothills Health District
Local Health Department Legal Name

Women's & Children's Health /
Children & Youth
DPH Section / Branch Name

361 ELC Reopening Schools SH Liaison
Activity Number and Description

Ann Nichols, 919-707-5667
ann.nichols@dhhs.nc.gov
DPH Program Contact
(name, phone number, and email)

06/01/2021 – 05/31/2022
Service Period

DPH Program Signature Date
(only required for a negotiable agreement addendum)

07/01/2021 – 06/30/2022
Payment Period

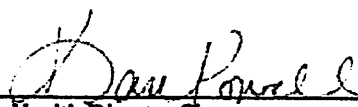
- Original Agreement Addendum
 Agreement Addendum Revision # 1

I. Background:
No change.

II. Purpose:
This Agreement Addenda Revision #1 replaces the Purpose Section in its entirety with the following:
This Agreement Addendum provides temporary funding for the Local Health Department to create Local Health Department Public Health School Health Liaisons for the coordination of COVID-19 screening, testing, and vaccine administration efforts, and to coordinate other school health/public health services as described in the Memorandum of Agreements referenced in the Attachment A, Paragraph B of the Agreement Addendum for FY22 351 Child Health.

III. Scope of Work and Deliverables:
This Agreement Addenda Revision #1 replaces Paragraph 1 in its entirety with the following:

1. Employ or contract for one or more PHN School Health Liaisons by the start of the 2021-2022 school year to liaise with all school types within the jurisdiction of the LHD. Allowable uses of funds include salary and fringe benefits, staff development and training, IT hardware and software, supplies including cell phones and office supplies, and travel. It is recommended that a Public Health Nurse is identified to fulfill a primary/leadership role for School Health Liaisons. Other key liaison team members could include (but are not limited to) people with education and experience in health education, social work, communications, data/epidemiology, case


Health Director Signature (use blue ink)

8/24/21
Date

Local Health Department to complete: (If follow-up information is needed by DPH)	LHD program contact name: <u>Karen Powell</u>
	Phone number with area code: <u>828 223 3908</u>
	Email address: <u>kpowell@foothillshealth.org</u>

investigation/contact tracing, vaccine/immunizations, testing, and administrative support for School Health Liaisons.

This Agreement Addenda Revision #1 replaces the opening paragraph of Paragraph 2 with the following:

2. Establish position descriptions or establish components within position descriptions, as applicable, for the School Health Liaison staff that includes the following activities in addition to other local needs:

For the sake of clarity, the Subparagraphs a. through f. under Paragraph 2 remain unchanged.

IV. Performance Measures/Reporting Requirements:

This Agreement Addenda Revision #1 replaces Paragraph 1 in its entirety with the following:

1. Performance Measures

- a. Employ or contract for one or more School Health Liaisons by the start of the 2021-2022 school year to liaise with all school types and LEAs served by the LHD.
- b. Upload job descriptions of all School Health Liaison team members supported in full or in part with these funds into the Smartsheet Dashboard.

<https://app.smartsheet.com/b/publish?EQBCT=82018408c7b44ef9b44c113b6e536ffb>

V. Performance Monitoring and Quality Assurance:

No change.

VI. Funding Guidelines or Restrictions:

This Agreement Addenda Revision #1 adds Paragraphs 3, 4, and 5, as follows:

3. As the LHD is a subrecipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) and/or the American Rescue Plan of 2021 [P.L. 117-2], the LHD agrees as applicable to the award, to:
 - a. comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19;
 - b. in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation);
 - c. assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation. In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>.
 - d. consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the subrecipient is expected to provide to CDC, through NC DHHS, copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing.

- e. this award is contingent upon agreement by the subrecipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.
4. In addition to their local procurement rules/policies, the LHD shall comply with the following rules, applying the most restrictive standard where there is a difference between any of the standards:
- a. Federal Uniform Administrative Requirements for Procurement, 45 CFR Part 75 §75.327-335, https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#sc45.1.75_1326
 - 1. Appendix II to Part 75—*Contract Provisions for Non-Federal Entity Contracts Under Federal Awards* may be found here for incorporation into procurement contracts: https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#ap45.1.75_1521.ii
5. Unallowable costs:
- a. Research
 - b. Clinical Care
 - c. Publicity and propaganda (lobbying):
 - 1. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - a. publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - b. the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
 - 2. See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients: https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf
 - d. All unallowable costs cited in CDC-RFA-CK19-1904 remain in effect, unless specifically amended, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.

TEXT

RUTHERFORD COUNTY CLERK OF COURT

L085009 12/14/21 13:59:57

PAYOR: PARSONS,STEPHANIE

PAYEE: WIGGENS,KELLI

CASE#: 21R 000181 VCAP:N

CITAN#:

21400 MISC SPEC FEES	10.00
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TOTAL PAID	10.00
CA TENDERED	10.00
CHANGE	.00

3688 ID C808HM