

Division of Public Health Agreement Addendum FY 21-22

Guilford County Department of Health & Human
Services—Division of Public Health

Local Health Department Legal Name

362 ELC Testing – School Health Staffing

Activity Number and Description

07/01/2021 – 05/31/2022

Service Period

08/01/2021 – 06/30/2022

Payment Period

- Original Agreement Addendum**
 Agreement Addendum Revision # _____

Women’s & Children’s Health/Children & Youth

DPH Section / Branch Name

Ann Nichols, 919-707-5667

ann.nichols@dhhs.nc.gov

DPH Program Contact

(name, phone number, and email)

DPH Program Signature

Date

(only required for a negotiable agreement addendum)

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:



08/31/2021

Health Director Signature

(use blue ink)

Date

Local Health Department to complete: (If follow-up information is needed by DPH)	LHD program contact name: <u>Susan Hawks</u> Phone number with area code: <u>336-641-6637</u> Email address: <u>shawks@guilfordcounty.nc.gov</u>
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Registered Nurse (RN) school nurses and related clinical school nurse support staff [Licensed Practical Nurses (LPN) and Unlicensed Assistive Personnel (UAP)] to work in Local Education Agency (LEA) schools that **opt in** to testing programs for the 2021-2022 school year to:

1. Support K-12 COVID-19 testing program activities.
2. Provide COVID-19 support and response in schools.
3. Provide and support other school health program activities that foster healthy students, in school and ready to learn.

III. Scope of Work and Deliverables:

The Local Health Department (LHD) shall:

1. Employ, or ensure employment of, Registered Nurse (RN) school nurses and/or related clinical school nurse support staff [Licensed Practical Nurses (LPN), Unlicensed Assistive Personnel (UAP)] by the start of the school year to work in LEAs that **opt in** to COVID-19 testing programs for the 2021-2022 school year:

- a. Registered Nurse (RN) positions shall be prioritized for LEA schools needing to improve district nurse to school assignment numbers. School nurses may serve more than one school. Job descriptions for these positions may be consistent with the job description currently used for school nursing positions in the Local Health Department and/or those provided for the School Nurse Funding Initiative (SNFI) and should address COVID-19 testing and related efforts as posted on the DHHS/DPH School Nursing Support webpage.
<https://publichealth.nc.gov/wch/cy/schoolnurses/healthcareteams.htm>
- b. Licensed Practical Nurse (LPN) and/or Unlicensed Assistive Personnel (UAP) positions may be hired as nurse extenders to supplement nursing services when RN positions are in place to provide supervision and direction. No LPN or UAP may be hired in the absence of access to a full-time RN. Job descriptions for these positions may be consistent with the job description currently used for similar positions that work in the school setting and should address COVID-19 testing and related efforts as posted on the DHHS/DPH School Nursing Support webpage.
<https://publichealth.nc.gov/wch/cy/schoolnurses/healthcareteams.htm>

Positions are assigned to funded LEAs in table below:

LEA Assignment for Positions	Amount of Funding Allocated
Guilford County Schools	\$7,941,292.00
Total	\$7,941,292.00

- c. Ensure that the activities of these positions are provided in and for K-12 public schools.
 - d. Ensure that these positions do not supplant RN school nurse positions currently in place.
2. Ensure funds are used according to priority requirements and allowable uses.
- a. Enter proposed budget at <https://survey.alchemer.com/s3/6477536/ELC-ROC-Testing-Staff-Anticipated-Budget>
 - b. Priority Requirements:
Hiring of temporary RNs and/or other LPN or UAP staff as indicated with a registered school nurse being the priority for Local Education Agencies who have school nurses assigned to 3 or more schools. Positions shall:
 1. Support K-12 COVID-19 testing program activities not covered by a State-contracted vendor.

2. Provide COVID-19 support and response in K-12 public schools.
 3. Provide school health program activities that support access to education in K-12 public schools.
- c. Allowable Uses:
1. Salaries and Fringe Benefits.
 2. Expenses associated with hiring of temporary nursing and clinical staff to work in K-12 public schools.
 3. Supplementation of current part-time nursing staff salaries to bring to full-time status to work in K-12 public schools.
 4. Provision of hardware and software necessary for nursing staff use in reporting, communication, and response for testing and related activities in K-12 public schools.
 5. Training and staff development for these newly hired staff positions.
 6. Other minor costs associated with K-12 testing not otherwise covered.
 7. Travel expenses.

IV. Performance Measures/Reporting Requirements:

1. Performance Measures

Employ, or assure employment of nursing and clinical staff as described in Section III. Paragraph 1., to work in K-12 public schools related to K-12 testing programs, COVID response activities, and school health program activities during the 2021-22 school year.

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=82018408e7b44ef9b44e113b6e536ffb>.

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 **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 hiring of positions:
 1. Number of positions hired
 2. Types of positions hired
 3. Locations of positions hired

4. 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

Activities provided by these positions shall be reported by the designated school nurses, lead school nurses, or other personnel designated by the school nurse employer on the 2021-22 North Carolina Annual School Health and Charter School Health Surveys in December 2021 and June 2022. The link to this report will be provided by the Regional School Health Nurse Consultant (RSHNC).

- c. 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 uses listed in Section III., Paragraph 2.c.

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 to monitor vacancies, recruitment, and hiring, and will maintain regular contact (email, phone, and on-site) with the LHD to monitor progress on Agreement Addendum deliverables. If reports indicate failure to adhere to deliverables in this Agreement Addendum, the RSHNC will work with the Local Health Director or designee to develop a corrective action plan.
 - c. Deliverables, as outlined in this Agreement Addendum, will be monitored via reported data provided through the 2021-22 North Carolina Annual School Health and Charter School Health Surveys in December 2021 and June 2022.

2. An annual monitoring report will be completed by the DPH program staff (RSHNC) at the end of the year (May 2022), and a copy of the report will be made available to the Local Health Director.

- 2.3. The LHD shall adhere to the following service quality measures for this Agreement Addendum:
 - 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, latest 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. 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 HHS 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.

3. 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#se45.1.75_1326
 - b. 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
4. 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.
5. Allowable uses are listed in Section III, Paragraph 2.c.

FY22 Activity: 362 ELC-Testig School Health Staffing

Supplement 1

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

CFDA #: 93.323 Fed awd date: 04/08/21 Is award R&D? no FAIN: NU50CK000530 Total amount of fed awd: \$ 113539687

CFDA name: Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
 Fed award project description: CK19-1904 Epidemiology and Laboratory Capacity for Prevention and Control Emerging Infectious Diseases (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	=	=	Jackson	019728518	=	=
Albemarle	130537822	=	=	Johnston	097599104	=	=
Alexander	030495105	=	=	Jones	095116935	=	=
Anson	847163029	=	=	Lee	067439703	=	=
Appalachian	780131541	=	=	Lenoir	042789748	=	=
Beaufort	091567776	=	=	Lincoln	086869336	=	=
Bladen	084171628	=	=	Macon	070626825	497,974	497,974
Brunswick	091571349	=	=	Madison	831052873	=	=
Buncombe	879203560	=	=	MTW	087204173	=	=
Burke	883321205	=	=	Mecklenburg	074498353	=	=
Cabarrus	143408289	4,451,440	4,451,440	Montgomery	025384603	=	=
Caldwell	948113402	=	=	Moore	050988146	=	=
Carteret	058735804	=	=	Nash	050425677	=	=
Caswell	077846053	=	=	New Hanover	040029563	=	=
Catawba	083677138	=	=	Northampton	097594477	=	=
Chatham	131356607	=	=	Onslow	172663270	=	=
Cherokee	130705072	=	=	Orange	139209659	=	=
Clay	145058231	=	=	Pamlico	097600456	=	=
Cleveland	879924850	1,563,354	1,563,354	Pender	100955413	=	=
Columbus	040040016	=	=	Person	091563718	=	=
Craven	091564294	=	=	Pitt	080889694	=	=
Cumberland	123914376	=	=	Polk	079067930	=	=
Dare	082358631	=	=	Randolph	027873132	=	=
Davidson	077839744	=	=	Richmond	070621339	=	=
Davie	076526651	=	=	Robeson	082367871	=	=
Duplin	095124798	=	=	Rockingham	077847143	=	=
Durham	088564075	=	=	Rowan	074494014	=	=
Edgecombe	093125375	=	=	Sampson	825573975	=	=
Foothills	782359004	=	=	Scotland	091564146	=	=
Forsyth	105316439	6,065,055	6,065,055	Stanly	131060829	=	=
Franklin	084168632	=	=	Stokes	085442705	=	=
Gaston	071062186	=	=	Surry	077821858	=	=
Graham	020952383	=	=	Swain	146437553	=	=
Granville-Vance	063347626	=	=	Toe River	113345201	=	=
Greene	091564591	=	=	Transylvania	030494215	=	=
Guilford	071563613	7,941,292	7,941,292	Union	079051637	=	=
Halifax	014305957	=	=	Wake	019625961	=	=
Harnett	091565986	=	=	Warren	030239953	=	=
Haywood	070620232	=	=	Wayne	040036170	=	=
Henderson	085021470	1,494,884	1,494,884	Wilkes	067439950	=	=
Hoke	091563643	=	=	Wilson	075585695	=	=
Hyde	832526243	=	=	Yadkin	089910624	=	=
Iredell	074504507	=	=				

DPH-Aid-To-Counties

For Fiscal Year: 21/22

Budgetary Estimate Number : 0

Activity 362	AA	1332 892A L5	Proposed Total	New Total
Service Period		07/01-05/31		
Payment Period		08/01-06/30		
01 Alamance		0	0	0
D1 Albemarle		0	0	0
02 Alexander		0	0	0
04 Anson		0	0	0
D2 Appalachian		0	0	0
07 Beaufort		0	0	0
09 Bladen		0	0	0
10 Brunswick		0	0	0
11 Buncombe		0	0	0
12 Burke		0	0	0
13 Cabarrus	* 0	4,451,440	4,451,440	4,451,440
14 Caldwell		0	0	0
16 Carteret		0	0	0
17 Caswell		0	0	0
18 Catawba		0	0	0
19 Chatham		0	0	0
20 Cherokee		0	0	0
22 Clay		0	0	0
23 Cleveland	* 0	1,563,354	1,563,354	1,563,354
24 Columbus		0	0	0
25 Craven		0	0	0
26 Cumberland		0	0	0
28 Dare		0	0	0
29 Davidson		0	0	0
30 Davie		0	0	0
31 Duplin		0	0	0
32 Durham		0	0	0
33 Edgecombe		0	0	0
D7 Foothills		0	0	0
34 Forsyth	* 0	6,065,055	6,065,055	6,065,055
35 Franklin		0	0	0
36 Gaston		0	0	0
38 Graham		0	0	0
D3 Gran-Vance		0	0	0
40 Greene		0	0	0
41 Guilford	* 0	7,941,292	7,941,292	7,941,292
42 Halifax		0	0	0
43 Harnett		0	0	0
44 Haywood		0	0	0
45 Henderson	* 0	1,494,884	1,494,884	1,494,884
47 Hoke		0	0	0
48 Hyde		0	0	0
49 Iredell		0	0	0
50 Jackson		0	0	0

51 Johnston		0	0	0
52 Jones		0	0	0
53 Lee		0	0	0
54 Lenoir		0	0	0
55 Lincoln		0	0	0
56 Macon	* 0	497,974	497,974	497,974
57 Madison		0	0	0
D4 M-T-W		0	0	0
60 Mecklenburg		0	0	0
62 Montgomery		0	0	0
63 Moore		0	0	0
64 Nash		0	0	0
65 New Hanover		0	0	0
66 Northampton		0	0	0
67 Onslow		0	0	0
68 Orange		0	0	0
69 Pamlico		0	0	0
71 Pender		0	0	0
73 Person		0	0	0
74 Pitt		0	0	0
75 Polk		0	0	0
76 Randolph		0	0	0
77 Richmond		0	0	0
78 Robeson		0	0	0
79 Rockingham		0	0	0
80 Rowan		0	0	0
82 Sampson		0	0	0
83 Scotland		0	0	0
84 Stanly		0	0	0
85 Stokes		0	0	0
86 Surry		0	0	0
87 Swain		0	0	0
D6 Toe River		0	0	0
88 Transylvania		0	0	0
90 Union		0	0	0
92 Wake		0	0	0
93 Warren		0	0	0
96 Wayne		0	0	0
97 Wilkes		0	0	0
98 Wilson		0	0	0
99 Yadkin		0	0	0
Totals		22,013,999	22,013,999	22,013,999

Sign and Date - DPH Program Administrator <i>Carol Tyson, Acting Branch Head</i> 8/23/21	Sign and Date - DPH Section Chief <i>Sarah B Dozier</i> 08/23/21
Sign and Date - DPH Contracts Office <i>Gramsko Stuart</i> 8/24/2021	Sign and Date - DPH Budget Officer <i>A. Gray</i> 08/24/2021

