

<https://twpundit.com/2022/01/21/twp-exclusive-warning-the-federal-government-is-stealing-our-freedom-by-circumventing-state-legislatures-opinion/>

[TWP Exclusive] Warning! The Federal Government is Stealing our Freedom by Circumventing State Legislatures (Opinion)

By Colonel Don W. Jenkins (Ret.) and Master Sergeant F. Jack Dona (Ret.)

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January 21, 2022

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The adage goes that “all politics are local”. The current pandemic and ongoing world events have never proven this axiom more true than today. Because of Covid 19, both Australia and New Zealand have had their entire legal framework experience a “hostile takeover” of the state by their federal government. Citizens of both nations have become slaves to decisions made by their governments with respect to their health, bodily autonomy, and the very right to live and move about freely within their communities.

Russell Brand Discusses Human Rights Implications of Australia’s Covid Detention Camps. Those same coordinated events are now being set up to take effect in the US, and that has already become true for several counties in Arizona.

In August of 2021, it was brought to our attention that an [Intergovernmental Agency Agreement \(IGA\)](#) had been proposed in a very rural area of Arizona, namely Cochise County. Mr. Tom Crosby, of the Cochise County, AZ, Board of Supervisors, provided details that draconian and ethically questionable “mitigation” efforts for COVID-19, outlined in the Cochise County IGA, mirror those currently underway in [Australia](#) and New Zealand.

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|  | INTERGOVERNMENTAL AGREEMENT (IGA) | ARIZONA DEPARTMENT OF HEALTH SERVICES 150 North 18 th Avenue, Suite 530 Phoenix, Arizona 85007 |
| | Contract No.: CTR055990 | |

Project Title: COVID-19 Health Disparities Begin Date: Upon signature

Geographic Service Area: Cochise County Termination Date: 5/31/2023

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

Counties: **A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.**

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

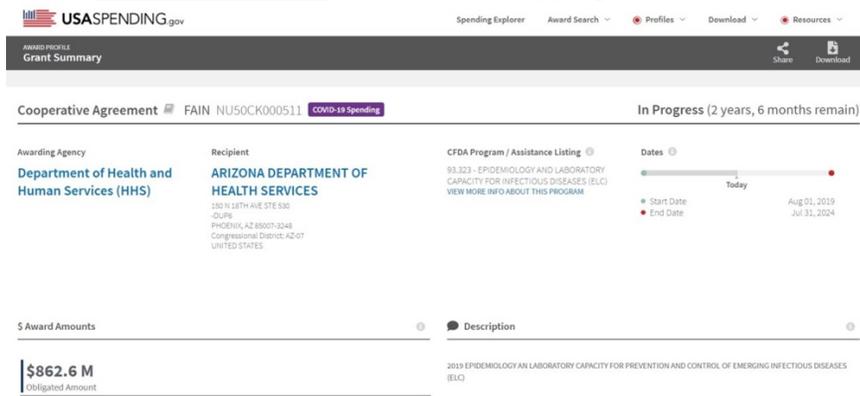
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| Arizona Transaction (Sales) Privilege: Federal Employer Identification No.: <u>96-6000398</u> Tax License No.: Cochise Health & Social Services 1415 W. Melody Lane, Building A Bisbee, AZ 85603 | FOR CLARIFICATION, CONTACT: Name: <u>Alicia Thompson</u> Phone: <u>(520) 366-7412</u> FAX No.: _____ E-mail: <u>athompson@cochise.az.gov</u> |
| CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. | This Contract shall henceforth be referred to as Contract No. <u>CTR055990</u> The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract. |

Image from Cochise County, AZ IGA

Upon review of the Cochise County IGA, one must ask how could such actions even be considered, much less justified in our nation for a virus with a less than 1% fatality rate? The answer is simple—money and lots of it. The IGAs in Arizona (Cochise, [Pinal](#) and other counties) awarded hundreds of millions of grant dollars to “mitigate” the China virus as [detailed in the IGA](#) (see page 24 and figure below).

Cochise County Board of Supervisors Discussions on adopting the IGA.

This is the budget proposed and posted via the Department of Health and Human Services (HHS), [USA Spending.gov](#) website. A whopping \$862.6M for Arizona.



USASPENDING.gov Spending Explorer Award Search Profiles Download Resources

AWARD PROFILE
Grant Summary

Cooperative Agreement # FAIN NU50CK000511 **COVID-19 Spending** In Progress (2 years, 6 months remain)

Awarding Agency: Department of Health and Human Services (HHS)

Recipient: ARIZONA DEPARTMENT OF HEALTH SERVICES
150 N 18TH AVE STE 530 - DUP
PHOENIX, AZ 85007-3248
Congressional District: AZ-07
UNITED STATES

CFDA Program / Assistance Listing: 93.323 - EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)
VIEW MORE INFO ABOUT THIS PROGRAM

Dates: Start Date: Aug 01, 2019; End Date: Jul 31, 2024

\$ Award Amounts: \$862.6 M (Obligated Amount)

Description: 2019 EPIDEMIOLOGY AND LABORATORY CAPACITY FOR PREVENTION AND CONTROL OF EMERGING INFECTIOUS DISEASES (ELC)

Cochise County alone is being allotted approximately \$3.17M. That’s a lot of money for a rural county in Arizona, more than they could easily raise through typical means. The county has several big projects it would like to undertake including a brand new [Cochise County Justice Center mega-complex](#), complete with a new courthouse, jail, offices and company vehicles.

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|-----------------|-----------------------------|
| CONTRACT NUMBER | INTERGOVERNMENTAL AGREEMENT |
| CTR055990 | PRICE SHEET |

COVID-19 Health Disparities Grant
Arizona Department of Health Services
Cochise County
June 1, 2021 – May 31, 2023

| ACCOUNT CLASSIFICATION | TOTAL |
|---------------------------------|-----------------------|
| Personnel | \$475,650.00 |
| ERE | \$171,234.00 |
| Professional & Outside Services | \$2,244,940.00 |
| Travel | \$8,370.00 |
| Occupancy | \$0.00 |
| Other Operating Expense | \$61,500.00 |
| Capital Outlay | \$0.00 |
| Indirect | \$207,319.00 |
| TOTAL | \$3,169,013.00 |

The Contractor is authorized to transfer up to a maximum of twenty-five percent (25%) of the total budget amount between line items. Transfers exceeding twenty-five percent (25%) or to a non-funded line item shall require an amendment.

Breakout of funding to be provided to under the Cochise Co. IGA (see page 24). Superficially the intent seems reasonable, however; the detailed “requirements,” levied by the Federal Government, beg a host of questions. Upon review of the IGA the unspoken question of what is “bought” by so much money is answered. Another adage, “follow the money,” and you will see that the price for so much money is core freedoms.

A closer look at the IGA documents essentially tells us that the Office of Health Equity is tasked with addressing health disparities and advancing health equity. The [Arizona Health Improvement Plan](#) (AZHIP, Page 29) suggests a disproportionate risk of COVID-19, especially in rural, medically underserved, and/or racial-ethnic minority groups.

Specifically, the concerns are higher risk of exposure, infection, hospitalization, and mortality, coupled with known disproportionate rates of chronic diseases are attributed to COVID-19. The [document](#) lists class and race as a key part of its reason for implementation.

Rural & Urban Underserved Health

Despite coordinated state and federal programs leading to new access points and increased availability of affordable health care through discounted/sliding fee scale clinics and additional providers, Arizona continues to experience a disproportionate distribution of primary care providers, as well as economic and environmental barriers to care.

Arizona has a diverse population with approximately **46%** of Arizona's population belonging to a racial or ethnic minority group which is different from that of the nation. Currently, the Arizona population composition is White, non-Hispanic at **55.4%**, Hispanic at **31.7%**, African American at **4.9%**, American Indian at **4.2%** and Asian at **3.9%**. It is important to acknowledge that Arizona is home to **21** federally recognized American Indian tribes and has the largest total American Indian population of any state. This diversity illustrates the need and opportunity to build a workforce that is reflective of the communities and people of Arizona. Additionally, culturally and linguistically appropriate health care services continue to be needed in Arizona.

Page 17, Section 1.4 of the IGA provides the grant details, that are awarded by the Department of Health and Human Services (HHS), vis-a-vis, the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136), Paycheck Protection Program, Health Care Enhancement Act (P.L. 116-139), the Consolidated Appropriations Act, 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).

- 1.4 Coronavirus Disease 2019 (COVID-19) Funds: A recipient 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) agrees, as applicable to the award, to: 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) 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); and 3) 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>. Further, consistent with the full scope of applicable federal grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement. This award is contingent upon agreement by the recipient 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;

The alarming takeaway from the IGA document is that the recipient of the grant is required to comply with any existing or FUTURE requirements outlined by the CDC. This will encompass any and ALL future guidance provided from the HHS Secretary:

“[Recipient] agrees to 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) 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); and 3) assist the United States Government in the implementation and enforcement of Federal orders related to quarantine and isolation” (Intergovernmental Agreement CTR05990, 17).“

1.4 Coronavirus Disease 2019 (COVID-19) Funds: A recipient 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) agrees, as applicable to the award, to: 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) 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); and 3) 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>. Further, consistent with the full scope of applicable federal grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement. This award is contingent upon agreement by the recipient 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;

We know from the content of the IGA Contract that the County is, at a minimum, agreeing, in advance, to comply with all existing and future guidance from the Secretary of HHS. ***The contract essentially hands complete control of the county to the Federal Government and under the direct oversight of the HHS Secretary.*** This contract is a complete and total circumvention of the State Constitution and legislature.

Furthermore, the IGA specifies cooperation with the Federal Government to assist the United States Government in the **implementation and enforcement of Federal orders related to quarantine and isolation**, and to report to the HHS Secretary results of COVID tests, and data collections including but not limited to COVID-19. The CDC will "specify in further guidance and directives what is encompassed by this requirement." In other words, this is an **open-ended** contract. It binds the County to adhere to whatever directives the CDC or HHS Secretary might make in the future.

Compounding the issue is an Executive Order (EO) signed by Governor Doug Ducey in October of 2021 and again in December. The [Enhanced Surveillance Advisory – Monitoring and Preventing the Spread of COVID-19](#), Executive Order: 2021-21), essentially empowers the Federal Government to execute these IGA Contracts once the Governor declares a state of emergency in conjunction with the Federal Government.

GOVERNOR DOUGLAS A. DUCEY

STATE OF ARIZONA EXECUTIVE ORDER

Executive Order 2021-21

Enhanced Surveillance Advisory *Monitoring and Preventing the Spread of COVID-19*

WHEREAS, on January 31, 2020, Secretary Alex Azar ("Secretary") of the United States Department of Health and Human Services ("HHS"), declared a public health emergency to address COVID-19; and

WHEREAS, on March 11, 2020, pursuant to Arizona Revised Statutes ("A.R.S.") §§ 26-303 and 36-787, I, as Governor of the State of Arizona, issued a declaration of a Public Health State of Emergency due to the necessity to prepare for, prevent, respond to, and mitigate the spread of COVID-19; and

WHEREAS, pursuant to A.R.S. § 36-787, during a public health state of emergency, the Arizona Department of Health Services shall coordinate all matters pertaining to the public health emergency; and

In effect, at any moment, the Federal Government can sweep in and execute a complete takeover of the entire state of Arizona with the State Legislature and local governments powerless to stop them. This EO along with the County IGA Documents mirrors the Federal CDC Guidance for the "[shielding approach](#)" (ie. quarantine camps) as detailed in the CDC "[Master Plan](#)".

The screenshot shows the CDC COVID-19 website. The navigation menu includes: Home, Your Health, Vaccines, Cases & Data, Work & School, Healthcare Workers, Health Depts, Science, and More. Under 'More Resources', there is a list of categories: CDC in Action (+), Global COVID-19 (-), Healthcare Workers, Emergency Response (+), Clinical Mitigation (+), Contact Tracing (+), and Community Mitigation (-). The main content area displays the document 'Interim Operational Considerations for Implementing the Shielding Approach to Prevent COVID-19 Infections in Humanitarian Settings', updated July 26, 2020. The document text states: 'This document presents considerations from the perspective of the U.S. Centers for Disease Control & Prevention (CDC) for implementing the shielding approach in humanitarian settings as outlined in guidance documents focused on camps, displaced populations and low-resource settings. This approach has never been documented and has raised questions and concerns among humanitarian partners who support response activities in these settings. The purpose of this document is to highlight potential implementation challenges of the shielding approach from CDC's perspective and guide thinking around implementation in the absence of empirical data. Considerations are based on current evidence known about the transmission and severity of coronavirus disease 2019 (COVID-19) and may need to be revised as more information becomes available. Please check the [CDC website](#) periodically for updates.'

The interagency agreement and the Governors's EO are compelling. The two documents argue decisively that part, if not all, of Arizona has been "bought and paid for" by the Federal Government. Even if the purpose of the IGAs were free from any nefarious intent, the circumvention of the State Legislature to execute these contracts is quite possibly unconstitutional. No State Legislature had a voice in the agreements, nor will they in their execution. The Federal Government, working directly with County Supervisors, without State Legislative input, and in conjunction with the Governor unilaterally invoking questionable Executive Orders may now control the very freedoms of the people.

What is particularly startling is other counties, including Maricopa and Pinal, have entered into these same types of agreements.

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|  | INTERGOVERNMENTAL AGREEMENT (IGA) Contract No. CTR055638 | ARIZONA DEPARTMENT OF HEALTH SERVICES 150 North 18 th Avenue, Suite 530 Phoenix, Arizona 85007 |
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Project Title: COVID-19 Disease Mitigation and Community Outreach **Begin Date:** March 1, 2021

Geographic Service Area: Maricopa County **Termination Date:** May 1, 2023

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

Counties: **A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.**

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

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|  | INTERGOVERNMENTAL AGREEMENT (IGA) Contract No.: CTR055999 | ARIZONA DEPARTMENT OF HEALTH SERVICES 150 North 18 th Avenue, Suite 530 Phoenix, Arizona 85007 |
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Project Title: COVID-19 Health Disparities **Begin Date:** Upon signature

Geographic Service Area: Pinal County **Termination Date:** 5/31/2023

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

Counties: **A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.**

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

At a minimum, the identified counties have possibly agreed to an open-ended contract with the Federal Government that clearly was entered into without State Representatives sharing knowledge. This agreement binds the people of Arizona unequally (select groups by ethnicity, location, and class). Such groupings are clearly unconstitutional as it fails to provide "equal protection" and as stated earlier, was conducted without legislative participation. It appears, that the ultimate intent of the contract is to award compliance vs. mitigating maladies. Such is evidenced given funds are not allocated based upon "cure rate," but on race, location, and class.

Our Nation is founded upon the principle of freedom at every level and not one of obedience. Treating the people of Arizona as animals to be dealt with as such is an anathema to our Founding documents, our way of life, and the very reason we broke from England. Not only are the "agreements" and EO unconstitutional, but they are also demeaning to all parties subject to the impact of the agreement. Likely the State of Arizona is not an isolated case in this effort by the Federal Government.

And so, we now come to the question for all readers.

If this “activity” has occurred in Arizona, how many other States and counties have been co-opted by a “river” of money to do the same? Is this a money versus freedom effort? Yes. “All politics are local,” therefore how many additional local county or city officials signed agreements like this in hopes of filling budget shortfalls or for pet projects at the expense of the God-given freedoms of United States citizens?

As Retired General Flynn accurately states: “[Local action equals National Impact](#)”.

Our government is only “representative” of the people if we insist that they are!