



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

**Requested Board Meeting Date:** 12/01/15

**or Procurement Director Award** ☐

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**Contractor/Vendor Name (DBA):** Arizona Alliance for Community Health Centers

**Project Title/Description:**

Navigator Assistance for Pima County

**Purpose:**

To provide health insurance outreach and education to County departments and community organizations.

**Procurement Method:**

N/A

**Program Goals/Predicted Outcomes:**

To increase the understanding of the Affordable Care Act and to create referral methods for those seeking assistance.

**Public Benefit:**

A Navigator is able to answer technical questions and help direct clients that are currently unable to get insurance to resources. The Navigator has the highest level of certification, allowing for a wider range of assistance to clients.

**Metrics Available to Measure Performance:**

Number of people/organizations informed about options available under the ACA;  
Number of clients that increase their health insurance literacy; and  
Number of clients enrolled in a public or private insurance plan.

**Retroactive:**

Yes. This contract takes effect September 2, 2015. The language in the contract was not finalized until November 4, 2015.

**Original Information**

Document Type: GTAW Department Code: HD Contract Number (i.e., 15-123): 16-37  
Effective Date: 9/2/2015 Termination Date: 9/1/2016 Prior Contract Number (Synergen/CMS): N/A  
☐ Expense Amount: \$ \_\_\_\_\_ ☒ Revenue Amount: \$ 25,000.00  
Funding Source(s): Federal (HHS) via AACHC

Cost to Pima County General Fund: \$0.00

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards

Vendor is using a Social Security Number? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: \_\_\_\_\_ Department Code: HD Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_  
Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Sharon Grant

Department: Health Telephone: 724-7842

Department Director Signature/Date: [Signature] 5 Nov 2015

Deputy County Administrator Signature/Date: [Signature] 11-5-2015

County Administrator Signature/Date: [Signature] 11/6/15  
(Required for Board Agenda/Addendum Items)

**Sub-Recipient Agreement Between  
The Arizona Association of Community Health Centers (dba Arizona Alliance for Community  
Health Centers) AND Pima County Health Department**

**Parties**

This agreement is made and entered into by and between the Arizona Association of Community Health Centers (dba Arizona Alliance for Community Health Centers and hereinafter referred to as "AACHC" or "The Alliance"), whose address is 700 East Jefferson Street, Suite 100, Phoenix, Arizona 85034, and Pima County Health Department (hereinafter referred to as "The Sub-Recipient"), 3950 S. Country Club Road, Ste 100, Tucson, AZ, 85714.

**Purpose**

AACHC has been awarded funds by the U.S. Department of Health and Human Services (HHS) Centers for Medicare and Medicaid Services Navigator Program for Cooperative Agreement #1NAVCA150242-01-00 (CFDA No 93.332). In order to fulfill the proposed scope of work, Sub-Recipient has agreed to participate in the project and commits to adhere to the roles and responsibilities detailed in the attached Memorandum of Understanding submitted to HHS in conjunction with the project proposal.

**Term of Contract**

The project period for Cooperative Agreement #1NAVCA150242-01-00 is September 2, 2015 through September 1, 2018 (subject to the availability of funds and satisfactory progress of the project). This sub-recipient agreement is for the budget period of September 2, 2015 through September 1, 2016, with the opportunity to extend the funding period through an amendment for each year of the Cooperative Agreement period. This agreement may be terminated in writing by either party at any time during the term of this agreement. Written notice of termination must be provided at least 30 days prior to agreement termination date and must include detailed explanation of reasons for termination. Termination of agreement by either party must be approved by HHS.

**Payment**

Total funds available to the sub-recipient during the one year project period are as follows:

<b>Pima County Health Department \$25,000</b>	<b>Personnel: .4 FTE Navigator, 840 hr * \$18/hr</b>	<b>\$15,120</b>
	<b>Fringe: 38% of personnel</b>	<b>\$5,746</b>
	<b>Travel: Mileage. 920m @ \$.445/m</b>	<b>\$409</b>
	<b>Other: Printing, 3300 flyers @ \$.10 each; WIFI card 1 @ \$40/mo; HEA Lic @ \$50/mo; 1 fingerprinting &amp; lic fee @ \$42</b>	<b>\$1,452</b>
	<b>Indirect: 10.00% of direct expenses per OMB Uniform Guidance</b>	<b>\$2,273</b>
	<b>TOTAL Pima County Health Department</b>	<b>\$25,000</b>

The sub-recipient will submit invoices by the 15<sup>th</sup> of each month for activities conducted the previous month. The September, 2015 (2 – 30) invoice should only include activities directly related to work for the new Cooperative Agreement period and not include any activities related to the 2014-2015 funding. Cooperative Agreement funds are available on a reimbursement basis only. Accordingly, invoice amounts submitted to the Alliance may vary from month to month. Invoices should provide information about the costs for which reimbursement is being requested (i.e. salary, travel, etc.). If there is a need for the Sub-Recipient to re-budget funds within the approved budget above, a written request must be submitted to the Project Director and *may* require approval by HHS.

**Program Requirements**

Sub-recipient agrees to meet the following program requirements for Navigators as described in Section

1311(i) of the Affordable Care Act. Sub-recipients are required to demonstrate that they will use cooperative agreement funds to perform all required Navigator duties as described in 45 C.F.R. § 155.210(e) and will offer Navigator services during each month of this agreement:

- Maintain expertise in eligibility, enrollment, and program specifications and conduct public education activities to raise awareness about the Exchange;
- Provide information and services in a fair, accurate, and impartial manner. Such information must acknowledge other health programs such as Medicaid and CHIP;
- Facilitate selection of a Qualified Health Plan (QHP);
- Provide referrals to any applicable office of health insurance consumer assistance or health insurance ombudsman established under Section 2793 of the Public Health Service Act, or any other appropriate State agency or agencies, for any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination under such plan or coverage; and
- Provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served by the Exchange, including individuals with limited English proficiency, and ensure accessibility and usability of Navigator tools and functions for individuals with disabilities in accordance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.
- Awardees will be required to assist any consumer seeking assistance, even if that consumer is not a member of the communities or groups the applicant expects to serve. There may be some instances where a Navigator does not have the immediate capacity to help an individual. In such cases, the Navigator should make every effort to provide assistance in a timely manner, but could also refer consumers seeking assistance to other Exchange resources, such as the toll-free Exchange Call Center, or to another Navigator in the same Exchange who might have better capacity to serve that individual more effectively.
- If a Navigator is approached by a consumer who lives in a State with a State-based Exchange, or in a State in which the Navigator does not serve, the Navigator must refer the consumer to a Navigator in the consumer's State.
- Navigators must complete (renewal or new Navigator) HHS-developed training program and pass an exam using the Navigator ID number issued by AACHC to ensure appropriate understanding of relevant Exchange-related information before assisting consumers with Marketplace applications.
- Navigators must meet Arizona state requirements and obtain a Navigator license prior to assisting consumers with Marketplace applications.

#### **Expectations of sub-recipients**

As outlined in the attached MOU, sub-recipient agrees to:

- Carry out the roles and responsibilities as detailed below and in the proposal narrative for the term of the Award.
- Work collaboratively to inform consumers, stakeholders and to facilitate enrollment of consumers in Qualified Health Plans (QHP) and Arizona Health Care Cost Containment System (AHCCCS).
- Comply with Cooperative Agreement requirements and Navigator Standards.
- Submit accurate invoices and progress reports (weekly, quarterly, and annually) in a timely fashion and in accordance with requirements set forth by AACHC.
- Participate in program evaluation activities as outlined in the Cooperative Agreement application.
- Provide a written attestation that each Navigator does not have a conflict of interest and provide notification regarding relationships of staff or organization that could be viewed as a conflict to Program Director by **no later than September 24, 2015** and within 48 hours of becoming aware of a potential conflict (see NOA page 28).

- Provide a written copy of the Sub-Recipient's Conflict of Interest Policy and Privacy Policy and an attestation that all Navigators and support staff have been trained on both policies and appropriate management of Personal Identifying Information by September 30.
- Provide appropriate supporting documentation detailing invoiced expenditures in a timely manner in a form acceptable to AACHC.
- Provide site locations for Cover AZ and HHS using a template provided by AACHC.
- Maintain a regular supply of enrollment opportunities, in an amount to be determined by the sub-recipient, available to the public on the Cover Arizona Connector.
- Participate in AACHC-required trainings or meetings.
- Cooperate with AACHC and Cover AZ in special community enrollment or educational events when possible.
- Submit to AACHC documentation of all travel per Cooperative Agreement requirements (see page 5 of Attachment 2).
- Request approval from AACHC for all costs associated with attendance at any conference (see page 5 of Attachment 2) at least 4 weeks prior to initiating any travel. Sub-recipient must receive pre-approval from AACHC, which will only be granted after CMS has issued approval.
- Submit a copy of all publications, press announcements, posters, oral presentations at meetings, seminars, and any other information-dissemination format, including but not limited to electronic/digital media to the Program Director. Any of the aforementioned items create related to this project must include a formal acknowledgement of support from the Department of Health and Human Services, citing the Funding Opportunity Number as identified on the Funding Opportunity Announcement (FOA) as follows: "The project described was supported by Funding Opportunity Number #1NAVCA150242-01-00 from the U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services." Recipient also must include a disclaimer stating that "The contents provided are solely the responsibility of the authors and do not necessarily represent the official views of HHS or any of its agencies."
- In any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively (see Attachment 2, page 14).
- In the event Sub-Recipient enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Sub-Recipient agrees to provide written notice of the bankruptcy to AACHC within five days of learning of any proceedings.

#### **Conflict of Interest**

The Sub-Recipient agrees their Navigators and support staff shall refrain from using any "inside" or proprietary information regarding the activities of the Alliance and its affiliates for personal benefit, benefit to immediate family, or benefit to any entity in which s/he holds a significant financial or other interest.

#### **Ineligible entities**

Both parties signing this agreement attest they are not an ineligible entity, including an employee with a relationship with health insurance issuers outlined below:

- Health insurance issuers.
- Subsidiaries of health insurance issuers.
- Associations that include members of, or lobbies on behalf of, the insurance industry; or
- Recipients of any direct or indirect consideration from any health insurance issuer in connection with the enrollment of any individuals or employees in a QHP or non-QHP.
- Stop-loss insurance issuers, subsidiaries of stop loss insurance issuers, or that receive direct or



indirect consideration from a stop loss insurance issuer connected to the enrollment of individuals into QHPs or non-QHPs.

#### **Continued Eligibility**

Sub-recipients must meet reporting and certification deadlines to be eligible throughout the project period. Sub-recipient agrees to the following:

- ☐ Remain free of conflicts of interest during the term of a Navigator;
- ☐ Ensure staff and volunteers complete all required training,
- ☐ Comply with data privacy and security standards and use computers, including laptops or tablets, in accordance with 45 C.F.R. § 155.260.

#### **Debarment**

The Sub-Recipient certifies to the best of his/her knowledge and belief that the organization or any Navigators or support staff are not presently and will not be debarred, suspended, proposed for debarment or declared ineligible for the award of subcontracts, by any U.S. Government agency, in accordance with federal regulations (53 Fed. Reg. 19161-19211) or has been so within the preceding three-year period. AACHC is required to monitor federal databases to identify organizations that have been debarred.

#### **Lobbying**

As a Sub-Recipient receiving federal funds for work, the Sub-Recipient may only use HHS Cooperative Agreement funds to complete the scope of work outlined above and may not use AACHC funds for the purposes of lobbying (as defined by The Anti-Lobbying Act, 18 U.S.C. §1913 and anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. §1352).

#### **Equal Opportunity**

AACHC is an Equal Employment Opportunity employer and accordingly requires the same of all sub-recipients. The Sub-Recipient agrees to abide by the requirements of 41 C.F.R. § 60-1.4(a), 60-250.5, 60-300.5(a), 60-741.5(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable. Accordingly, the Sub-Recipient must complete and submit an EEOP Certification Form claiming exemption from the EEOP requirement. This form can be found at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

#### **Whistleblower**

This Cooperative Agreement is part of the Pilot Program for Enhancement of Whistleblower Protections and therefore each Sub-Recipient is required to inform Navigators and support staff in writing, in the predominate native language of the workforce. Per 48 CFR section 3.908 where the use of the term "contract," "contractor," "subcontract," or "subcontractor" for the purpose of this term and condition, should be read as "grant," "grantee," "subgrant," or "subgrantee"):

1. Contractors and subcontractors are prohibited from discharging, demoting, or otherwise discriminating against an employee as a reprisal for disclosing, to any of the entities listed at paragraph (2) of this subsection, information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract, a gross waste of Federal funds, an abuse of authority relating to a Federal contract, a substantial and specific danger to public health or safety, or a violation of a law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract). A reprisal is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.
2. Entities to whom disclosure may be made.
  - (a) A Member of Congress or a representative of a committee of Congress.

- (b) An Inspector General.
  - (c) The Government Accountability Office.
  - (d) A Federal employee responsible for contract oversight or management at the relevant agency.
  - (e) An authorized official of the Department of Justice or other law enforcement agency.
  - (f) A court or grand jury.
  - (g) A management official or other employee of the contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.
3. An employee who initiates or provides evidence of a contractor or subcontractor misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a Federal contract shall be deemed to have made a disclosure.

**Standard/Special Terms and Conditions of Funding Agency**

The Sub-Recipient is required to abide by Standard Terms and Conditions as well as Special Terms and Conditions imposed by the funding agency and all rules and regulations referenced in the attached Cooperative Agreement Standards and Special Terms and Conditions.

**Pima County Addendum**

The Pima County Addendum to Sub-recipient Agreement between The Arizona Association of Community Health Centers, Inc. (AACHC) and the Pima County Health Department is incorporated into this agreement as Attachment 5.

The remainder of this page is intentionally left blank.

**Agreed to by:**

\_\_\_\_\_  
John C. McDonald, Chief Executive Officer  
Arizona Alliance for Community Health Centers

\_\_\_\_\_  
Date

**PIMA COUNTY, Subject to COUNTY's Addendum:**

\_\_\_\_\_  
Chair, Board of Supervisors


\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_  
Clerk of Board

\_\_\_\_\_  
Date

APPROVED AS TO FORM

  
\_\_\_\_\_  
Deputy County Attorney  
**JONATHAN PINKNEY-BAIRD**

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Pima County Health Department

\_\_\_\_\_  
Print DCA Name

11/4/15

11.5.2015  
\_\_\_\_\_  
Date

- ATT 1: Memorandum of Understanding
- ATT 2: Standard Grant/Cooperative Agreement Terms and Conditions
- ATT 3: CA2C Project Narrative
- ATT 4: Conflict of Interest Plan and Agreement
- ATT 5: Pima County Addendum



**ATTACHMENT 5**  
**PIMA COUNTY ADDENDUM**  
**TO**  
**SUB-RECIPIENT AGREEMENT BETWEEN**  
**THE ARIZONA ASSOCIATION OF COMMUNITY HEALTH CENTERS, INC.**  
**AND**  
**PIMA COUNTY HEALTH DEPARTMENT**

The terms and conditions of the Sub-recipient agreement effective September 2, 2015 and executed in furtherance of Cooperative Agreement #1NAVCA150242-01-00 from the U. S. Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS), are amended as follows:

- 1) The following paragraphs are added:

**Cancellation for Conflict of Interest**

This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

**Compliance with Employment Regulations**

The parties will comply with all applicable state and federal immigration and employment laws and will require subcontractors, if any, to do the same, including, but limited to, A.R.S. § 23-214 (A), Arizona Executive Order 2009-09, Public Law 101-336, 42 § U.S.C. 12101-12213 and all applicable federal regulations under the Americans with Disabilities Act, including 28 CFR Parts 35 and 36.