



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

17#24

Requested Board Meeting Date: ~~10/18/16~~ 11/22/2016

or Procurement Director Award

Contractor/Vendor Name (DBA): Arizona Alliance for Community Health Centers, Navigator grant

Project Title/Description:

Affordable Care Act Navigator Grant

Purpose:

To provide health insurance outreach and education related to the Affordable Care Act (ACA) and provide health insurance enrollment assistance.

Procurement Method:

N/A

Program Goals/Predicted Outcomes:

Increase the use of health insurance among clients; create materials to target the uninsured in Pima County; and enroll clients and others seeking assistance with health insurance under the ACA

Public Benefit:

To educate clients and staff in the clinics about health benefits under the ACA and assist with enrollment applications. 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:

of individuals enrolled in health insurance; # of individuals educated on the ACA and options available to them; and # targeted for outreach.

Retroactive:

Yes. Agreement takes effect September 2, 2016 but the language was not finalized until October 4, 2016.

Original Information

Document Type: GTAW Department Code: HD Contract Number (i.e., 15-123): 17*24
Effective Date: 9/2/2016 Termination Date: 9/1/2017 Prior Contract Number (Synergen/CMS): N/A
 Expense Amount: \$ _____ Revenue Amount: \$ 23,000.00
Funding Source(s): AACHC / Federal - Health and Human Services

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: _____ 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: _____

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date:
(Required for Board Agenda/Addendum Items)

[Handwritten signatures and dates]
n - Oct - 16
Jaw 10-7-2016
C. [Signature] 10/10/16

**Sub-Recipient Agreement
Between 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 “Sub-recipient”), 3950 S. Country Club Road, Suite 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 #5 NAVCA150242-02-00 (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 initial Memorandum of Understanding submitted to HHS in conjunction with the project proposal.

Term of Contract

The project period for Cooperative Agreement #5 NAVCA150242-02-00 (CFDA NO 93.332) 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, 2016 through September 1, 2017, 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:

Pima County Health Department (Pima County)	Personnel: .375 FTE Nav. 780 hr * \$18/hr	\$14,040
	Fringe: 38% of personnel	\$5,335
	Travel: Mileage: 184m @ \$.445/m	\$82
	Other: Printing, 3300 flyers @ \$.10 each; WIFI card 1 @ \$40/mo; HEA Lic @ \$50/mo; 1 fingerprinting & lic fee @ \$42	\$1,452
	Indirect: 10% of direct expenses	\$2,091
	TOTAL Pima County Health Department	\$23,000

The Sub-recipient will submit invoices by the 15th of each month for activities conducted the previous month. The first invoice due on November 15, 2016 will include work performed from September 2nd

through October 31st. The invoice should only include activities directly related to work for the new grant period, and not include any activities related to the previous 2015-2016 project year. 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:

- 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;
- NEW ITEM: Sub-recipient will at all times have a minimum of two staff members trained as Navigators to assure on-going services should one Navigator become incapacitated or leave the employment of the Sub-recipient. The second Navigator is not required to be funded from the Navigator grant. For example, an existing CAC can be trained as a Navigator and be quickly moved into the funded Navigator position if a vacancy occurs.
- 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 QHP;
- Provide referrals to any applicable office of health insurance consumer assistance or health insurance ombudsman established under Section 2793 of the PHS 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 lives in a state in which the Navigator does not serve, the Navigator must refer the consumer to a Navigator in the consumer's state.

Expectations of Sub-recipients

Sub-recipient agrees to:

- Carry out the roles and responsibilities as detailed below, in the attached Cooperative Agreement, Terms and Conditions 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 and "KidsCare")
- Comply with Cooperative Agreement requirements and Navigator Standards
- Submit accurate monthly 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 and as requested by AACHC
- Provide a written attestation (Attachment 1.A.) 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 Project Director no later than September 28, 2016 for current staff, within 14 days of hiring a new Navigator or within 7 days of becoming aware of a potential conflict (see Notice of Award terms and conditions, pp. 31-34)
- 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 28, 2016 for current Navigators, and within 14 days of hiring a new Navigator. If no organizational privacy policy exists, sub-recipient will adopt one by September 28, 2016
- In addition to the above, sub-recipient will provide on-going monitoring and oversight to ensure compliance with CMS standards for privacy and security as provided in Attachment 3 (Notice of Award terms and conditions pp. 42-68)
- Report any potential incidents that compromise Personal Identifying Information (PII) or Personal Health Information (PHI) immediately upon learning of an incident to AACHC Navigator Project Director
- Provide appropriate supporting documentation detailing invoiced expenditures in a timely manner in a form acceptable to AACHC
- Update HealthCare.gov – Find Local Help with all public locations by October 7, 2016 and update if any changes occur during the year
- During the 12 months of the Agreement, 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 Notice of Award)
- Request approval from AACHC for all costs associated with attendance at any conference (see page 5 of Notice of Award) 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 consumer-facing printing and 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 Project Director. Any of the aforementioned items created 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 #5 NAVCA150242-02-00 from the U.S Department of Health and Human Services, Centers for Medicare & Medicaid Services." Recipient also must include a disclaimer stating: "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." A sample of any item printed or published that is partially funded by this grant must be provided to AACHC
- 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 Notice of Award page 13)
- 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 "insider" 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 EEO Certification Form claiming exemption from the EEO 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 Member of Congress or a representative of a committee of Congress
 - An Inspector General
 - The Government Accountability Office
 - A Federal employee responsible for contract oversight or management at the relevant agency
 - An authorized official of the Department of Justice or other law enforcement agency
 - A court or grand jury.
 - 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 4.

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

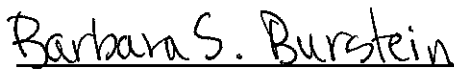


Deputy County Attorney

APPROVED AS TO CONTENT



Pima County Health Department



Print DCA Name



Date

ATTACHMENT 1: Conflict of Interest Plan and Agreement

ATTACHMENT 2: Project Narrative

ATTACHMENT 3: Notice of Award Cooperative Agreement Standard and Special Terms and Conditions

ATTACHMENT 4: Pima County Addendum



Attachment 1

**ACA Navigator Conflict of Interest Plan
Cooperative Agreement 5 NAVCA150242-02-00 (CFDA No. 93.332)**

All sub-awardees have been informed and will sign agreements with AACHC regarding prohibited activities as specified in conflict-of-interest and training standards set forth in 45 C.F.R § 155.215 Patient Protection and Affordable Care Act; Exchange Functions: Standards for Navigators and Non-Navigator Assistance Personnel; Consumer Assistance Tools and Programs of an Exchange and Certified Application, published on May 16, 2014.

1. AACHC requires all sub-recipients to sign a formal agreement which includes the current NOA and related documents and to execute an AACHC Navigator Conflict of Interest Agreement with each individual Navigator. Please see Attachment 1.A.
2. Each AACHC sub-recipient is required to forward a signed copy of Attachment A for each individual Navigator prior to the Navigator providing services. AACHC also indicates on the Navigator ID Tracking Log the receipt of each Navigator's signed Conflict of Interest Agreement.
3. AACHC will audit sub-recipients to assure Navigators understand the requirements listed in AACHC Navigator Conflict of Interest Agreement. Audits may include observation of Navigators or questions directed to individual Navigators.
4. Additional compliance checks during site visits or if there is any reason for concern may include:
 - a. On site review of sub-recipient files
 - b. One-on-one conversation with Navigator to assess his/her understanding of prohibited activities and relationships
 - c. "Secret shopper" calls or appointments with Navigators
 - d. Ongoing education regarding prohibited activities and relationships during conference calls and webinars.
5. The process and results of all audits and compliance checks undertaken will be documented and maintained in AACHC grant files.

Attachment 1.A. AACHC ACA-Navigator Conflict of Interest Agreement

As a condition of serving as a Navigator, under the AACHC Connecting Arizonans to Coverage (CA2C) program (CMS Cooperative Agreement #5 NAVCA150242-02-00 (CFDA No. 93.332)) each Navigator associated with a sub-recipient organization must affirm their understanding and compliance to the following conflict of interest requirements. The undersigned Navigator attests s/he is not ineligible to serve as a Navigator.

The undersigned affirms, s/he does not receive compensation from any of the following:

- Health insurance issuers
- Subsidiaries of health insurance issuers
- Associations that include members of, or lobbies on behalf of, the insurance industry
- 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 receives direct or indirect consideration from a stop loss insurance issuer connected to the enrollment of individuals into QHPs or non-QHPs.

The undersigned affirms s/he will remain free of conflicts and not engage in any of the above listed prohibited activities from September 2, 2016 to September 1, 2017. If the undersigned is terminated from employment by the sub-recipient organization or resigns, the undersigned agrees to turn over his/her Navigator certificate to his/her supervisor and to no longer claim to be a certified Navigator, unless the sub-recipient organization agrees to allow the undersigned to serve as a volunteer Navigator under the sub-recipient organization’s supervision.

The sub-recipient organization agrees to provide written notification regarding relationships of staff or organization that could be viewed as a conflict to AACHC Navigator Project Director within 7 days of becoming aware of a potential conflict.

The sub-recipient organization agrees to inform the AACHC Navigator Program Director in writing within 7 days of a Navigator’s termination, resignation, or change to volunteer status.

I have read and understand this Conflict of Interest Agreement and agree to comply with these conditions and to remain free during the term I serve as a Navigator. Additionally, I have discussed any questions that I have with my supervisor and have disclosed (written) any potential conflicts of interest or unanswered questions on the back of this form and have placed my signature below any listed questions or disclosures. <Typed Sub-recipient Organization Name>

Navigator printed or typed name

Printed or typed name of Supervisor

Navigator’s Signature & Date Signed

Signature of Supervisor & Date Signed

Please Detail any Questions or Disclosures here, if applicable:

Signature and Date

Attachment 2

E. Project Narrative

1) Type of entity and description of communities/groups to be served

The Arizona Association of Community Health Centers (AACHC, dba Arizona Alliance for Community Health Centers), located in *Phoenix, Arizona*, proposes to continue its current Navigator program, *Connecting Arizonans to Coverage (CA2C)*, a statewide consortium of 16 Navigator organizations including the Kids Health Link (KHL) and Nuestra Salud (NSC) coalitions. *CA2C* members encompass Community Health Centers (CHCs); mobile community-based outreach and enrollment (O/E) programs using community health workers (CHW); volunteers targeting business; public health nurses out-stationed in public libraries; etc. who collaborate closely with a privately funded statewide ACA Outreach Coalition, Cover Arizona, targeting specific demographic and geographic market segments and coordinating Arizona-specific information and outreach events. AACHC's *CA2C* consortium was Arizona's largest Navigator grantee during Open Enrollment one and two (OE1 & OE2).

AACHC, a statewide alliance of 37 members with over 220 clinical sites, has served as Arizona's *Primary Care Association (PCA)* since 1985 with the mission of promoting and facilitating the development and delivery of affordable and accessible community-oriented, high quality, culturally-effective primary healthcare for Arizonans. AACHC leverages strong relationships with partners to meet needs of underserved Arizonans and provides training and technical assistance (TA) related to the healthcare safety net. As a recipient of many federal grants and contracts, AACHC places a strong emphasis on compliance with program and administrative requirements and accordingly has not been subject to corrective action on its previous Navigator funding or any other federal, foundation, or state funding. AACHC is well-positioned to continue leading Arizona's efforts, having successfully managed OE1 and OE2 activities that included: two Navigator Cooperative Agreements (CA), a foundation-funded effort targeting young adults in urban Arizona and English Language Learners; and a federally funded TA program to support Certified Application Counselors (CACs) in CHCs. It is estimated that more than 50% of all Navigators and CACs in Arizona are part of the AACHC Assister network.

AACHC continues to work closely with Children's Action Alliance (CAA) and the Pima Community Access Program (PCAP) as key partners in the *CA2C* consortium focused on assuring access to care through insurance coverage. CAA has coordinated the Kids Health Link Coalition (KHL), funded by Arizona's early childhood education and health agency, since 2010. CAA has also funded a 24-hour English/Spanish intake phone line which *CA2C* expanded to include statewide referrals to Affordable Care Act (ACA) assistance during OE1 and 2. KHL members provide Outreach & Enrollment (O/E) across community locations in Maricopa County; past O/E efforts have included media partnerships and phone-a-thons in Tucson and Phoenix.

PCAP targets individuals with income levels too high for Medicaid that cannot afford private health insurance. PCAP's Nuestra Salud Coalition (NSC) includes 15 partners in 4 counties (Maricopa, Pima, Pinal, and Santa Cruz) enrolling and retaining children in Medicaid and KidsCare (CHIP). NSC, as a Children's Health Insurance Program Reauthorization Act I, II, and III grantee, developed and managed a virtual call center for education/enrollment of 26,000 children added back to KidsCare following a freeze while also implementing an ACA education program. NSC expanded its service area to Pima, Santa Cruz, Cochise, Graham and Greenlee Counties for OE2, due to Southern Arizona referral patterns to Tucson.

Arizona is comprised of fifteen counties. Approximately 60% of Arizona's population lives in Maricopa County (Phoenix), and 15% of the state's population lives in Pima County (Tucson). Arizona is home to more than 1.9 million people of Hispanic/Latino origin, 39% of the state's population.¹ More than 369,000 Hispanic Arizonans were uninsured prior to OE1 & 2, a rate nearly double that of White non-Hispanic Arizonans,² and 93% of Arizona's uninsured Hispanics live in Maricopa and Pima Counties. Arizona is also home to 21 federally recognized American Indian (AI) tribes, with American Indians representing 4.6% of the population.³ Nearly one in three American Indians and Alaska Natives is uninsured, a rate significantly higher than the general population.⁴ Additionally, approximately 5.3% of Arizona's population is reported to identify as Asian American or Pacific Islander.⁵ As a group, Asian Americans, Native Hawaiians, and Pacific Islanders are more likely to be uninsured than non-Hispanic whites. From 2004 to 2006, 24% of Native Hawaiians and Pacific Islanders and 31% of Korean Americans were uninsured.⁶ African Americans comprise 4.6% of the state's population. According to the 2010 AZ Health Survey, African Americans have a higher uninsured rate than the general population.⁷

Prior to OE1 and Medicaid expansion, approximately 18% of Arizonans were enrolled in Medicaid, and 18%-20% were estimated to be uninsured compared to 16%-18% nationally.⁸ Even following OE1, Kaiser Family Foundation estimated that 31% of Hispanics remained uninsured.⁹ Because it is not possible to gather real-time data, the current rate of uninsured by demographic or geographic variables is not known. Table 1 shows Enroll America's current estimate of uninsured by Arizona county, noting significant growth in coverage statewide.¹⁰ The Funding Opportunity Announcement (FOA) lists 972,203 uninsured Arizonans using a 2013 ASPE tabulation from 2013 American Community Survey PUMA data and does not account for estimated increases in insurance coverage since 2013.

¹ U.S. Census Quick Facts

² U.S. Census Puma Data Reports.

³ U.S. Census Bureau. Profile of General Population and Housing Characteristics: 2010. 2010 Demographic Profile Data (AZ). http://factfinder2.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=DEC_10_DP_DPDP1. Retrieved 05/18/13.

⁴ Health Coverage and Care for American Indians and Alaska Natives, Oct 07, 2013 | Samantha Artiga, Rachel Arguello, and Philethea Ducke, <http://kff.org/disparities-policy/issue-brief/health-coverage-and-care-for-american-indians-and-alaska-natives>.

⁵ U.S. Census Bureau, American Fact Finder 2013, Race alone or in combination with one or more other races as reported by the U.S. Census.

⁶ 2015 Asian & Pacific Islander American Health Forum, <http://www.apiahf.org/policy-and-advocacy/focus-areas/health-care-access>.

⁷ 2010 AZ Health Survey, Southwest Interdisciplinary Research Center, Arizona State University, <http://slhi.org/wp-content/uploads/2014/02/AHS-2010-Access-to-Care-July11.pdf>

⁸ The Henry J. Kaiser Family Foundation. Health Insurance Coverage of the Total Population. <http://kff.org/other/state-indicator/total-population/?state=AZ>. Retrieved 05/18/13. Data not yet updated to include OE1& 2.

⁹ The Henry J. Kaiser Family Foundation, Uninsured Rates for the Nonelderly by Race/Ethnicity. <http://kff.org/uninsured/state-indicator/rate-by-raceethnicity>

¹⁰ Enroll America. Changes in Uninsured Rates by County. <http://www.enrollamerica.org/research-maps/maps/changes-in-uninsured-rates-by-county>

Table 1: Arizona Change in Uninsured Rate/Estimated Number of Uninsured

County	2014 Population	Uninsured Rate		Change	Estimated Uninsured
		2013	2014		
Apache (Tribal/Rural)	72,200	26%	11%	15%	10,830
Cochise (Rural)	132,400	18%	10%	8%	10,592
Coconino (Flagstaff)	134,000	17%	8%	9%	12,060
Gila (Rural)	53,700	18%	10%	8%	4,296
Graham (Rural)	37,300	20%	10%	10%	3,730
Greenlee (Rural)	8,600	21%	12%	9%	774
La Paz (Rural)	20,489	21%	11%	10%	2,049
Maricopa (Phoenix)	3,880,800	15%	9%	6%	232,848
Mohave (Kingman/Rural)	205,700	20%	11%	9%	18,513
Navajo (Tribal/Rural)	109,800	21%	11%	10%	10,980
Pima (Tucson)	1,004,100	17%	10%	7%	70,287
Pinal (Suburban/Rural)	400,200	18%	11%	7%	28,014
Santa Cruz (Nogales/Rural)	49,800	26%	15%	11%	5,478
Yavapai (Prescott)	214,000	17%	10%	7%	14,980
Yuma (Yuma)	209,600	22%	14%	8%	16,768
Total	6,532,689				442,199

Sources: ADOE-EPS Population Estimates. <https://population.az.gov/population-projections>
 Enroll America Changes in Uninsured Rates by County. <http://www.enrollamerica.org/research-maps/maps/changes-in-uninsured-rates-by-county>

Arizona’s geographically isolated areas, shared border with Mexico, number of tribes, and large underserved population present challenges in addressing healthcare needs, access, and coverage. Accordingly, CA2C members are urban and rural non-profit organizations, representing diverse racial, cultural, and ethnic communities and/or underserved populations, with established Navigator track records. CA2C members (see Table 2) boast extensive community contacts, O/E experience, past use of AZ’s online Medicaid application (Health-e-Arizona-Plus and successful 2013-2015 Navigator activity for the full range of Navigator activities including enrollment assistance appointments, staffing hundreds of education, outreach, and enrollment, and collaboration with community and public partners. All participating organizations serve populations that experience health disparities based on racial, ethnic, geographic, and socioeconomic factors and provide services within their communities in a culturally and linguistically appropriate manner, often employing staff from the community and helping consumers address social determinants of health that extend beyond affordable healthcare coverage. Assistance, including post-enrollment services and education on how to use insurance, is provided to all consumers who seek Navigator services. Referrals to appropriate agencies and assistance with appeals are also offered by all CA2C members.

Table 2: CA2C Members

Name of Organization	Primary Geography	Primary Focus
AACHC	<i>Primary Care Assoc, providing support, coordination and TA</i>	
Adelante Healthcare (FQHC)	East and West Maricopa Co.	Primary Care/Enabling Svcs
North Country HealthCare (FQHC)	Apache, Coconino, Mohave, Navajo Co., Yavapai Co.	Primary Care/Enabling Svcs., Health education
Sun Life Family HC (FQHC)	Pinal & Gila Co.	Primary Care/Enabling Svcs
Sunset Health Center (FQHC)	Yuma Co./Border/Migrant	Primary Care/Enabling Svcs
Tuba City Regional Healthcare Corp (FQHC/IHS)	Coconino Co.	Primary Care/Enabling Svcs Native American
Kids Health Link	<i>Maricopa County Coalition focused on O/E.</i>	
Asian Pacific Community In Action	Maricopa Co.	Health, prevention and education, O/E, CHW
NOAH (New FQHC & name – returning Partner)	North Central Phx, Scottsdale	Primary Care/Human Svcs
Empowerment Systems*	Pinal, Gila, E Maricopa Co.	Area Health Ed. Cntr, Veterans
Helping Families in Need	Phx & Ajo (Pima Co.)	O/E, CHW, Commnty of Color
Keogh Health Connection*	Phoenix	O/E, Latino, Disabilities, LBGTQ, Refugees
Phoenix Day HealthLinks	South, Central, North Phx	O/E & Childcare & Latino
Women’s Health Coalition	Phx, parts of Pinal Co.	O/E, CHW, Commnty of Color
Nuestra Salud	<i>Coalition providing O/E assistance in 8 counties: Pima, Santa Cruz, Pinal, Maricopa, Graham, Greenlee and Cochise.</i>	
Pima Community Access Program (PCAP)	Tucson	O/E, Discount Medical Svcs, Coalition Coordination
Pima County Health Dept	Pima Co	Public Health/Education, O/E
United Way of Tucson	Pima, Santa Cruz Co.	O/E, Vlntr Svcs, Health Ed

*Also a member of Nuestra Salud CHIPRA funding

CA2C Navigators listed more than 36,000 consumers on applications for coverage during OE1 & 2, with significant year over year growth. Continued funding will allow CA2C to reach approximately 2 million consumers through outreach efforts in the 2015-2016 CA year, with approximately 400,000 consumers served and at least 15,000 consumers listed on applications for coverage. CA2C projects that 100 Navigators will be trained during the 2015-2016 Cooperative Agreement year. Expanded activities to assist with renewals and consumer insurance literacy that AACHC proposes include a new statewide “Talk to a Navigator” phone line, variable appointment lengths, and an Insurance Literacy Summit. CA2C members have built relationships with tax preparers and Volunteer Income Tax Assistance (VITA) sites across the state and will continue this work to facilitate renewals, exemptions, and post enrollment issues. CA2C is prepared to assist any consumer seeking assistance and is able to refer consumers to the closest or most accessible Navigator services due to its statewide focus covering both urban and rural communities.

2) Scope of activities

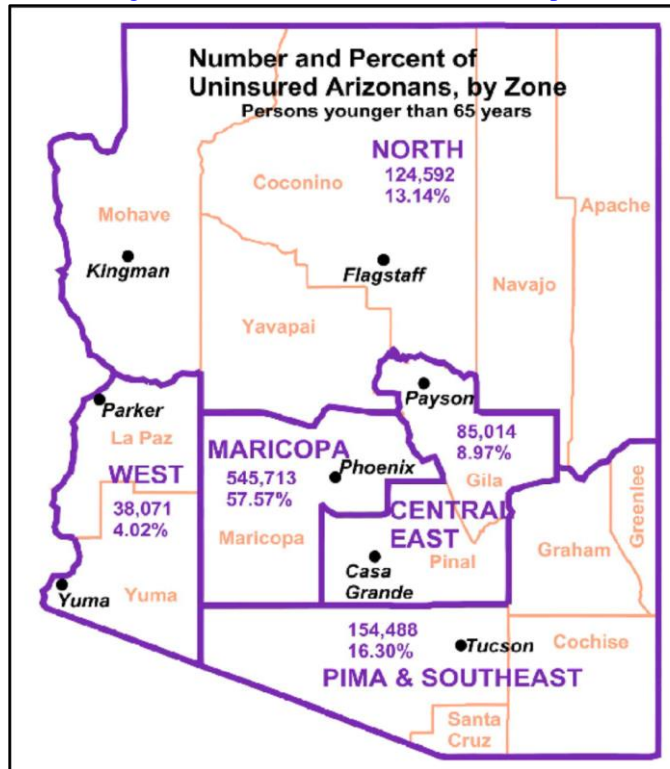
A plan for carrying out duties described in Section I.4, Program Requirements

All CA2C members participated in CA2C during OE1 and/or OE2, have received Navigator training, are adept at providing services to underserved consumers, and understand Navigator requirements. All CA2C members have experience performing outreach, utilizing electronic eligibility systems, and providing assistance in Medicaid enrollment, which includes choice of multiple managed care plans, as well as Marketplace plan selection.

To facilitate continued Navigator deployment, targeting renewals, uninsured and underserved populations, the proposed project budget allocates funding to organizations within 5 geographic zones based on the estimated number of uninsured Arizonans ages 0-65 living in that zone as a percent of overall uninsured in the state. Map 1 shows the estimated number and percentage of uninsured persons by zone as detailed in AACHC’s 2014 proposal (the uninsured data provided in the current FOA is not available by county). AACHC intends to use the same five zones for 2015-2018, and once more information is available regarding the residual uninsured rates in each zone, adjustments to allocations in subsequent years will be made, if needed.

Map 1: Estimated number and percentage of uninsured persons by zone 2014

Source: <http://www.cms.gov/Outreach-and-Education/HIMarketplace/Census-Data-.html>



Because no federal data sources are available that show Medicaid or Marketplace enrollment by county during OE1 & 2, AACHC has used Enroll America and Arizona population estimates to project the current percentage of population and uninsured by county. Table 3 shows the estimated percent of uninsured and total population by county and zone. AACHC proposes using this table as a general guideline when allocating funds, with the largest

amount going to Maricopa County (with the largest proportion of uninsured individuals in the state).

Table 3: Percent of Uninsured by County and Sub Awardee Funding by Zone

County	% of AZ's Uninsured	% of AZ's Population	Proposed Funding
Maricopa County (Phoenix)	52.66%	59.41%	
<i>Central Zone Total</i>	<i>52.66%</i>	<i>59.41%</i>	<i>\$577,000</i>
Pima County (Tucson)	15.89%	15.37%	
Cochise County (Rural)	2.40%	2.03%	
Santa Cruz (Nogales/rural)	1.24%	0.76%	
Graham County (Rural)	0.84%	0.57%	
Greenlee County (Rural)	0.18%	0.13%	
<i>South Eastern Total</i>	<i>20.55%</i>	<i>18.86%</i>	<i>\$132,450</i>
Pinal County (Suburban)	6.34%	6.13%	
Gila County (Rural)	0.97%	0.82%	
<i>Pinal-Gila Zone</i>	<i>7.31%</i>	<i>6.95%</i>	<i>\$125,001</i>
La Paz County (Rural)	0.46%	0.31%	
Yuma County (Yuma)	3.79%	3.21%	
<i>South West</i>	<i>4.26%</i>	<i>3.52%</i>	<i>\$40,000</i>
Coconino County (Flagstaff)	2.73%	2.05%	
Navajo County (Tribal)	2.48%	1.68%	
Apache County (Tribal)	2.45%	1.11%	
Yavapai County (Prescott)	3.39%	3.28%	
Mohave County (Kingman/rural)	4.19%	3.15%	
<i>North Zone</i>	<i>15.23%</i>	<i>11.26%</i>	<i>\$100,000</i>

How Applicant will Serve Proposed Target Areas

CA2C has used the geographic models shown in Map 1 and Table 3 for allocation of funds during the past two years to balance resources by area based on the estimated number of uninsured in each zone. AACHC proposes to continue using this model, as it has worked well in allowing sub-recipients to meet the needs of the target populations in their communities. The allocation amounts may vary slightly because some areas have greater non-Navigator resources providing O/E services. For some communities, the CA2C Navigator program has been the only O/E service provider assisting community members in accessing affordable coverage. A complete breakdown of funding by sub awardee is found in the attached Budget Narrative. When updated official data becomes available, the percentage distribution of the uninsured will be revised and the amount of funding for each zone may be modified for OE4 and 5.

CA2C will continue utilizing two tiers of Navigators: Lead Navigators support O/E activities in assigned zones, serving as coordinators, trainers, and resources for their organizations, Navigators, and CACs within their zone. Lead Navigators provide direct consumer assistance with applications and also assist in coordinating outreach across their assigned zones, serving as a resource to community groups that are or are considering becoming CAC organizations. Most Lead Navigators and Navigators, tasked with providing consumer assistance and meeting all Navigator Program Requirements, will be returning from OE2, as CA2C members employ Assistants year around. CA2C members have demonstrated strong outreach, application assistance, and compliance competence. Each has appointed a Training Officer to assure Navigators receive continuing education and comply with AACHC practice guidelines, Centers for Medicare and Medicaid Services (CMS) certification, and Arizona licensing requirements.

CA2C members are community-based organizations that are well-known in their geographic or demographic target communities and collectively work with more than 850 local community partners. CA2C members work closely with these partners to communicate information to targeted communities, provide consumer education, and ensure sufficient sites for application assistance throughout the community. Each CA2C member was engaged in educating and providing services to Arizona's diverse underserved populations prior to the implementation of the ACA. Sub-awardees have signed a memorandum of understanding and will sign new agreements, if funded, detailing their ongoing ability to meet current Navigator standards and assist all who seek help, including both uninsured and renewing consumers.

AACHC will continue to oversee the program with a returning Project Director (ProjD), Program Director (ProgD), and two returning Coordinating Navigators (CNs). The ProjD will be responsible for supervising the ProgD and ensuring/tracking administrative compliance. The ProgD will supervise CNs and continue to support program infrastructure, including execution of sub-awardee agreements and updating of policies and procedures. ProgD and CNs will continue to provide TA to sub-awardees and monitor compliance with program requirements (see *Work Plan*). They interact regularly with Lead Navigators, CAA, and PCAP. CAA and PCAP will continue to coordinate collecting, collating, and submitting required reports from their coalition members and facilitating sub-awardee outreach planning and coordination. CN will also staff the statewide "Talk to a Navigator" 800 number.

AACHC works closely with sub-awardees to ensure that the diverse needs of consumers are met through CA2C efforts. All CA2C members serve people with disabilities, Latinos, LGBTQ, families with children, and low income families seeking Medicaid. To improve outreach and application services to people with disabilities, Keogh Health Connection (KHC), a key CA2C member, maintains regular office hours at Arizona's Bridge to Independent Living and provides disability resource support to CA2C. Asian Pacific Community in Action (APCA) builds relationships and provides assistance in the Asian/Pacific Islander Community, including working with several housing complexes with high concentrations of specific language groups. KHC and APCA also work with Phoenix's large refugee population. Empowerment Systems, fiscal agent for the Arizona Coalition for Military Families, assists in building relationships with veterans' organizations. All CA2C members routinely offer services in Spanish. Navigators outside of Pima and Maricopa County serve large sparsely populated rural areas, and AACHC facilitates communications among sub-awardees serving rural areas. Multiple current sub-awardees, including one Indian Health Service facility, serve American Indian populations.

CA2C members assisted consumers in 288 enrollment locations across the state during OE2. AACHC, as the PCA, was also able to coordinate these efforts in conjunction with non-Navigator CHC outreach and enrollment efforts spanning 180 additional clinical sites to reduce duplication of effort and maximize reach of all assister organizations. AACHC and Cover Arizona have already begun building on these coordinated efforts using Enroll America's data to better identify areas in the state where outreach/enrollment capacity is limited compared to the numbers of uninsured in the community. AACHC will utilize the data to inform its approach in coordinating with CA2C and CHCs to better serve these areas. AACHC has worked and will continue to work closely with other entities engaged in outreach and enrollment efforts, including the Center for Rural Health at the University of Arizona, which is also submitting a Navigator proposal for rural areas of the state. AACHC has collaborated with all previously funded Navigator organizations in the state, and if funded, intends to continue collaborating with any organizations awarded Navigator funds in 2015.

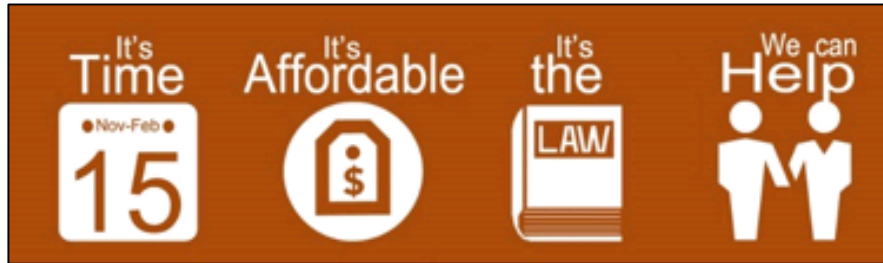
How proposed targeted areas will be served & communication and marketing plan

CA2C is a statewide consortium encompassing language and cultural competencies reflective of Arizona's diverse population. The majority of consumers assisted by CA2C Navigators prefer to communicate in a language other than English, the top five languages Navigators used during OE2 are: Spanish, Vietnamese, Hindi, Korean, and Navajo.

To ensure that Navigators meet the diverse needs of their communities, AACHC has designated Navigator sub awardees to serve as subject matter resources for CA2C members that encounter consumers who identify as: eligible for the Small Business Health Options Program (SHOP), experiencing homelessness, veterans, living with disabilities, families with children, refugees, and/or LGBTQ, AI, and/or AAPI. AACHC, through the designated resource experts, provides and will continue to provide fact sheets and additional training to better prepare all CA2C Navigators. AACHC also shares this information with Cover Arizona and CHCs.

Because CA2C is a statewide consortium representing urban and rural areas as well as diverse populations, communications and marketing plans during OE1 and OE2 were developed at multiple levels and implemented regionally. Cover Arizona, coordinated by St. Luke's Health Initiatives (a foundation focused on health policy, community development, and capacity building) is comprised of four regional coalitions (of over 900 organizations, including hospitals, CHCs, and governmental, faith-based, tribal, behavioral health, and advocacy organizations) that utilize grassroots and mass marketing methods to inform and educate Arizonans on affordable coverage options. The coalition is a vehicle for CA2C statewide messaging, communications and marketing. AACHC and CA2C members participate in Cover Arizona's Steering, Communications, Assister Training and Events, and Consumer Education Committees. Enroll America, a key member of Cover Arizona, provides outreach training as well as data identifying areas of the state with high rates of uninsured individuals.

Cover Arizona's key messages for OE2 were developed based on national research conducted during summer 2014. The four powerful and simple messages are presented below:



These message points were used in group presentations, talking points for media interviews, and paid ads. Each point serves as a headline for additional information. More information on this messaging can be found at <http://www.coveraz.org>, where consumers can click on each icon and be redirected to more information regarding each of the four topics.

A 2015-2016 Communications Plan will be established and distributed to Cover Arizona and CA2C members, with CA2C members using local contacts and communication channels to share suggested messages. AACHC will continue collaboration with Enroll America to offer outreach training that integrates organizational digital and social media plans with outreach plans. AACHC and Cover Arizona each produced multiple social media messages in Spanish and English for dissemination by members for previous outreach efforts, with some CA2C members reporting significant numbers of appointments generated through social media.

Existing relationships or how relationships could be readily established

Last year's CA2C members reported more than 850 community organization relationships, including business relationships. Most of the 288 CA2C enrollment sites are community partner locations such as libraries; Women, Infants, and Children (WIC) locations; churches; community centers; and schools. Several CA2C members are active Chamber members in their communities, creating employer outreach and education opportunities.

During the summer of 2015, AACHC is contacting statewide associations and alliances, informing them of CA2C and offering to provide educational sessions, articles, and social media content to inform association members. To date, the Arizona Society of Certified Public Accountants (CPAs) has scheduled multiple CEU sessions for its members. While several CA2C members already conduct outreach with primary food bank sites, there is an opportunity to collaborate with food distribution sites. Accordingly, AACHC is working closely with Arizona's Food Bank Association, with 1200 distribution sites, to connect these sites to local Navigators. The Arizona Community Action Association has also committed to help inform its partners and all Supplemental Nutrition Assistance Program (SNAP/Food Stamps) sub-grantees of CA2C services and how to schedule appointments through the Cover Arizona Connector.

The Connector was an important new development for OE2 that allowed consumers across the state to visit a website (or call one number) and make an appointment with a Navigator or CAC. As part of ongoing efforts to engage non-healthcare entities in the issue of healthcare coverage available through the ACA, AACHC and sub-awardees hosted a Latino Summit prior to OE2. If funded, AACHC plans to host another Latino Summit in the 2015-2016 CA year to strengthen existing relationships and foster new partnerships with additional community groups serving the Latino community. Planning is also ongoing with multiple

stakeholders for a fall 2015 Health Insurance Literacy Summit that will teach and demonstrate promising practices around educating consumers to increase understanding of how insurance plans work and how to utilize them. The target audience includes community health workers, case workers, social workers, and hospital eligibility workers as well as Assister organizations.

Attestation of eligibility & Plan to perform statutory and regulatory duties of a Navigator

AACHC attests that it is not an ineligible entity and does not have an employee with a relationship with health insurance issuers. Additionally, all members of CA2C attest they are not ineligible entities and do not employ individuals with economic relationships to health insurance issuers. AACHC's MOU, which has been approved by each prospective sub awardee, includes all CMS requirements and prohibitions related to serving as a Navigator. A copy of this signed MOU is retained on file at AACHC's office and is available for review.

CA2C assisted consumers statewide during OE1 & 2 while laying the groundwork for an ongoing, sustainable consumer assistance program. If funded, AACHC and sub-awardees are prepared to continue Navigator activity immediately upon receipt of Notice of Award for the 2015-2016 Cooperative Agreement year. Sub-awardees will submit weekly, monthly, and quarterly reports with qualitative and quantitative data demonstrating results and compliance with CMS requirements. AACHC will monitor reports and sub-awardee activities through the project period, providing TA as needed to ensure compliance.

Plan to remain free of conflicts of interest during the term of a Navigator

AACHC has established a conflict of interest policy regarding Navigator regulations and requires that each current or potential employee sign a declaration acknowledging conflicts of interest, if any. Employees found to have an undisclosed conflict of interest may be subject to termination. AACHC has included this conflict of interest policy in sub-awardee agreements and requires sub-awardees to take the same steps to ensure there are no conflicts of interest. AACHC reviews these signed documents during site visits and maintains signed Conflict of Interest statements from sub-awardees on file.

A plan to ensure staff and volunteers complete all required training

AACHC successfully managed issuing and controlling Navigator ID numbers during OE1 & 2. CA2C members will continue to request ID numbers for each Navigator from AACHC. AACHC will follow the steps CMS prescribes for OE3. CA2C members are required to provide evidence that Navigators have completed CMS training, and AACHC matches this information with evidence provided by CMS to assure each Navigator has completed the required training. Because Arizona has a Navigator licensing law that requires CMS Navigator or CAC certification prior to applying for an AZ license, AACHC has issued instructions requiring CA2C members to comply with CMS and Arizona requirements. AACHC also reviews the Arizona Department of Insurance – License Search website and requires CA2C members to provide a copy of all Navigator licenses, all aimed at ensuring compliance with state law.

AACHC will continue monitor CMS guidance and policies and in turn provide complementary training as needed. Training Officers at each CA2C member will receive clear instructions on training that must be deployed to all Navigators, and AACHC will require written evidence that all Navigators have received the appropriate training by specified date.

Progress on current activities & continuation, improvement, and expansion with 2015 funding

The CA2C statewide model of using sub awardees already known to and experienced in working with underserved communities and populations has been successful and resulted in more than 36,000 consumers applying for coverage (see Table 4 below). Accordingly, AACHC plans to utilize the same project design (which was promoted by CMS in the February 24, 2015 Assister Newsletter as a model program worthy of replication). During OE3, AACHC will increase its emphasis on developing, testing, and adjusting strategies for assisting consumers renewing coverage as well as continued activities aimed at engaging hard to reach, underserved, and uninsured populations. During OE3, CA2C will also focus on addressing gaps and strengthening existing services.

Table 4: CA2C Open Enrollment Results and Goals

CA2C Open Enrollment Results & Goals	OE1 6 Months	OE2 3 Months	OE3 Goals
Proposal Goal	250,000	350,000	400,000
Consumers Reached	297,000	1,733,500	1,950,000
Consumer Phone Calls	NA	15,329	17,000
Consumers Listed On Applications	16,530	19,625	15,000
Consumers Selecting a MP Plan with a NAV present	1,073	3,617	4,250

The data in Table 4 for OE1 and OE2 is based on reporting requirements/definitions for each of those periods. OE3 projections are based on OE2 reporting requirements and definitions. It should be noted that AACHC does not limit the number of Navigators that a sub awardee trains. Some CA2C members train all staff members as Navigators even though Navigator funding is allocated to a small number of staff. Some CA2C members train only funded positions as Navigators. During OE1, based on the understanding of CMS rules, AACHC reported activity from all individuals trained as Navigators, regardless of how the position was funded. Based on CMS clarification during OE2, a Navigator now reports his/her activity based on the source of his/her funding. For example, if a staff member or volunteer works 100% on this project and is not paid out of other grant funds, 100% of his/her activity is reported. If a Navigator is partially funded by the Navigator CA and partially funded by another source that requires data reporting, only the proportion of the Navigator’s activities funded by the Navigator CA are reported to CMS. To ensure reporting aligns with funding, current CA2C members are reporting the activities of approximately 34 Navigators under this Cooperative Agreement, even though a total of 106 Navigator certificates have been issued.

By adopting the Enroll America Connector and making it available to all organizations affiliated with Cover Arizona during OE2, all Assister organizations were able to simplify messaging and ensure consistency. AACHC-affiliated Navigators accounted for 82% of the approximately 10,000 scheduled appointments in the Connector.¹¹ Because this tool proved so

¹¹ Private communications with the AZ Enroll America State Director

useful during OE2, AACHC will closely monitor the number of appointments that are made available by sub-awardees and make adjustments as needed to assure appointment availability.

Building on the Connector's success and lessons learned, AACHC will implement two new enhancements for OE3: varied length in appointments for renewals versus new consumers, a single statewide 800 number for counseling or setting an appointment. First, CA2C members will intentionally schedule appointments of varying lengths to accommodate renewing and new consumers. Many renewing consumers are likely to be more familiar and/or comfortable with the process of updating data and selecting a plan, resulting in the need for shorter appointments. Each Navigator will discuss the consumer's needs when confirming the appointment to assure an appropriate amount of time is designated. Also, CA2C members will use renewal appointments as coaching and education opportunities to attempt to move consumers towards greater renewal self-reliance. To support renewals and appropriate communications, AACHC also proposes implement an electronic Navigator reporting system that will retain limited consumer contact information to support renewal, retention, and consumer satisfaction inquiries.

Second, AACHC will staff and manage a single statewide 800 number for coverage assistance. While the statewide line for appointment scheduling during OE1 & 2 (AZ 211) was helpful, its staff was not able to provide specific answers to consumer questions. Because many individuals seeking appointments also wanted to ask questions, it became apparent that a line solely for appointment scheduling was insufficient to meet the needs of consumers seeking coverage and renewal. AACHC will initiate a new statewide Navigator 800 number prior to OE3 for consumers who want to renew or apply on their own but may have questions. The new line will be promoted as a mechanism by which consumers can have their questions answered so that they may enroll or re-enroll on their own. For consumers needing additional help, Navigators staffing the line will use the Connector to make convenient appointments. Services will be offered in Spanish and English with referrals for additional languages.

During OE1, national organizations scheduled last minute enrollment events in Arizona and invited Navigators and CACs at the last minute. AACHC responded by developing the AEA model: Awareness → Education → Application. This model is used to inform CA2C members of the importance of comprehensive Navigator services. It was also used for candid discussions with CMS and Enroll America (as a conduit to some national organizations) regarding the need for local involvement in planning all events. During OE2, there were significant improvements in coordination of events with written instructions to Assisters on best practices and event workflow. These improvements facilitated increased consumer engagement over OE1. AACHC and the U.S. Department of Health and Human Services (HHS) Region IX (covering Arizona, California, Hawaii, Nevada, and the Pacific Islands) have initiated discussions to better coordinate efforts, identifying and connecting with potential outreach partners including federal agencies present in Arizona. AACHC expects outreach and enrollment activities during OE3 will reflect lessons learned in OE1 and 2, resulting in increased numbers of consumers reached and reduced confusion among consumers.

3) Ensuring Privacy and Security of Consumer Personally Identifiable Information (PII)

AACHC's plan to protect privacy/security of PII across CA2C members follows:

Compliance with FFM privacy and security standards

CA2C members comply with various data privacy/security standards prohibiting release or use of PII for reasons other than its express purpose such as the Health Insurance Portability and Accountability Act (HIPAA) and state and federal laws regarding privacy protection within Health-e-Arizona-Plus contracts. CA2C members attest that no personal information will be used for anything other than the express purpose of Navigator assistance, and all computers will continue to be used in accordance with 45 C.F.R. § 155.260. All program computers have passwords preventing others from accessing information, and data collected for reporting purposes will not include PII. AACHC will continue to monitor compliance and provide TA as needed.

Ensuring staff/volunteers complete required privacy/security of consumer PII training

The ProgD and CNs will work with CA2C members to assure training records reflect all staff/volunteers have completed appropriate privacy/security training. AACHC will provide required training or TA if a member's training is found to be incomplete or inadequate.

Process to ensure that applicants are informed of the functions/responsibilities of Navigators

AACHC provided CA2C members with CMS templates for consumer-informed consent and retains on file the consent forms currently being used by 2014-2015 sub-awardees. Once CMS releases a 2015-2016 template, AACHC will provide it, along with guidance and training, to CA2C members. AACHC will retain examples of the consent form each member uses during OE3. During site visits, AACHC will continue to review the filing systems and processes utilized by sub-awardees to ensure compliance.

How Navigator staff will protect PII

• ***Plans for training staff & Process for evaluating staff qualifications:***

AACHC will provide training to sub-awardees via webinars or in-person in multiple Arizona cities. AACHC will determine training content best delivered via a Train the Trainer model and content to be provided through webinars or in-person meetings. AACHC will use pre and post testing of Navigators to determine understanding and mastery of required training. If Navigators fail to meet established mastery levels, remediation steps will be developed and implemented. If Navigators cannot master the required information, after repeated attempts, their certification may be canceled by AACHC, and CMS will be informed.

• ***Background checks:***

Arizona's Navigator license requires fingerprinting and background checks for Navigators, CACs, and boards of directors for Navigator entities (not CAC organizations). AACHC requires CA2C members to provide a copy of each of Navigator's license. AACHC will track compliance with AZ law and CMS certification requirements. AACHC will also conduct Office of Inspector General Sanction Checks on Navigator candidates prior to issuing a Navigator ID number.

Track Record of handling and protecting consumer PII under Navigator funding

AACHC has provided direction and training to CA2C members on handling and protecting PII. No reports or evidence of unauthorized release of PII have been made during the current or previous cooperative agreements.

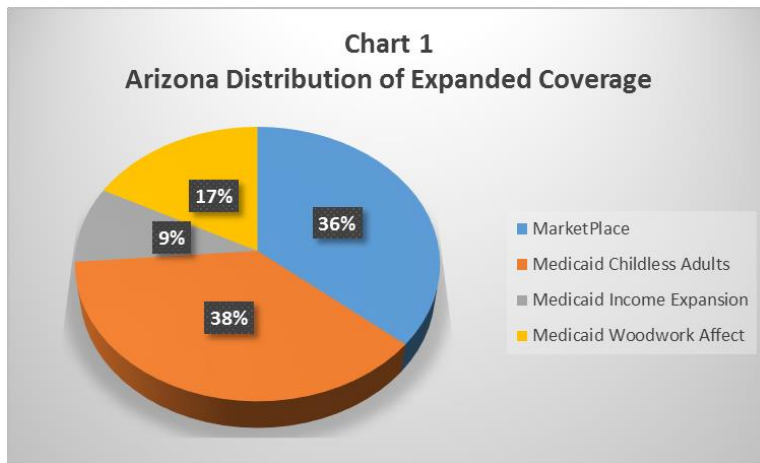
4) Accomplishments

Developing and maintaining relationships with key stakeholders

All CA2C members have a strong history of developing and maintaining relationships with key stakeholders in their respective communities, including local employers and employees, consumers (including uninsured and underinsured), communities of color, and self-employed individuals likely to be eligible for enrollment in a QHP. CA2C members are governed by volunteer boards of directors representing diverse employers and businesses. All CA2C members are deeply connected to the underserved communities they serve. Some focus on agricultural workers, refugees, LGBTQ, Latino families, or other underserved or hard to reach populations. Through their Navigator work during the past two years, members have each expanded their network of community connections.

Assisting consumers in obtaining eligibility determinations & Public education and outreach

More than 568,679 Arizonans received health coverage between January 2014 and April



1, 2015 as a result of the ACA through a combination of Medicaid expansion and the Marketplace. OE2 resulted in a Marketplace coverage increase of 71% in Arizona over OE1, placing Arizona among states with the highest rates of coverage increases.¹² While Marketplace coverage in the two most populous (urban) counties grew by 67%, the combined rural counties saw 91% growth. Chart 1 shows distribution of increased

coverage among Marketplace and Medicaid categories. Medicaid Woodwork Affect represents growth that is not attributed to restoring coverage to childless adults or expansion of income levels; added publicity related to the ACA may have caused previously eligible but unenrolled consumers to enroll.

All CA2C members had extensive Medicaid outreach and application assistance experience assisting vulnerable populations prior to OE1. All CA2C members organized and participated in many health and coverage events, meeting consumers at more than 450 events during OE2 including: group ACA 101 presentations in multiple languages, phone banks, tabling events, and community gatherings. CA2C members impacted the overall growth in coverage, with Navigators speaking to approximately 32,000 individuals during these events. Additionally, media efforts by Navigators reached an estimated 1.7 million Arizonans. Navigators assisted at least 36,000 consumers in applying for coverage during OE1 & 2, conducting approximately 10,000 face to face appointments during OE2 alone.

AACHC's successful history of consumer assistance resulted in the organization being recognized as a leader in access to coverage, with Arizona's Medicaid agency listing AACHC's phone number on all Medicaid denial letters as a means of helping consumers connect with coverage options. AACHC staff then connect consumers to assistance in their communities or

¹² Compiled by Enroll America using 2014 and 2015 HHS ASPE Issue Briefs

directly assist the consumer. AACHC's cooperation with HHS Region IX also allowed the program to build relationships for Navigators with the Internal Revenue Service (IRS), VITA and AARP Tax Aide programs, and Homeland Security citizen naturalization ceremonies. As a result of coordination across AACHC O/E programs funding streams, all new citizens and permanent legal residents (34,000 annually) now receive information on how to connect to local enrollment assistance.

Based on feedback from OE1, AACHC strengthened training for all Assisters in Arizona for OE2. In fall 2014, AACHC collaborated with Cover Arizona and HHS Region IX to co-sponsor two-day training sessions in four cities to update returning Assisters and prepare new Assisters for OE2. Presentations included CMS updates on changes to Healthcare.gov and policies, sharing of best practices, and assisting consumers with plan selection without promoting one plan over another.

AACHC, in collaboration with Enroll America, also offered a one day Outreach Planning session in four cities. Participants learned of best practices and worked with partners in their communities to develop specific plans while the Project Coordinators outlined social media opportunities and free software tools. Face to face meetings and webinars were used to keep Navigators informed of changes during OE2. Topics included informed consent, record security and retention, PII, understanding insurance and plans offered, Special Enrollment Periods, and renewals. AACHC and collaborators plan to continue offering a two-day Assister Update training sessions for OE3 with day one focused on new Assisters and day two on returning and new Assisters.

Beginning in January 2015, AACHC focused efforts on education around the tax implications of the ACA and opportunities for Navigators to reach out to tax preparers to offer assistance to consumers, providing guidance on how Navigators can complement tax preparers. The results were inconsistent among sub-awardees, as some already had strong relationships with VITA sites and others did not, and working with the IRS and VITA site contractors and grantees took longer than expected. However, relationships are now in place between Navigators and VITA sites for OE3. AACHC is also working with the Arizona Society of CPAs to provide ACA related continuing education during the summer months of 2015.

AACHC and CA2C Navigator approaches to consumer assistance and public education and outreach have positioned the project as an example of best practices on collaboration and coordination, as featured in the CMS Assister Newsletter (February 24, 2015). The CA2C model and Cover Arizona have received peer attention through invitations for presentations by the Project Manager at the Enroll America State of Enrollment conference (June 2014 & 2015) and PCA Partnerships and Engagement Peer Learning Team Face-to-Face meeting (June 2014).

Diverse individuals & Limited English proficiency, disabilities, underserved, and vulnerable

AACHC and sub awardees provide education and enrollment assistance 12 months a year and specialize in outreach to underserved consumers. CA2C Navigators provide services in languages other than English more often than in English. All members provide services to anyone seeking assistance. However, some focus greater efforts on specific populations such as Latino, AI, AAPI, LBGTO, AA, refugees, and disabled populations.

CA2C members routinely provide information and services to individuals with varying levels of education and financial and health literacy. Many CHCs follow the National Culturally and Linguistically Appropriate Services (CLAS) Standards for materials created and/or provided to patients, routinely printing materials in English, Spanish, and other languages prevalent in

their communities, and ensuring all distributed materials are edited for reading comprehension by all patients. Additionally, plans for a CLAS training program are being laid for CA2C members for late summer or early fall, during the current CA. CA2C members utilize telephonic services that provide translation when they do not have in-house language expertise. CA2C members have experience providing culturally and linguistically appropriate services to American Indian, Hispanic, and Asian and Middle-Eastern consumers. CA2C members have also had opportunities for continuing education in cultural competency. Several members report that 75-80% of their clients prefer receiving services and communications in Spanish.

Additionally, CA2C members employ staff fluent in a variety of languages to meet community needs. For example, APCA is an expert in translations and communications with 23 languages, and their CHWs and staff support CA2C and some national programs. CA2C services are also accessible to individuals with disabilities. Other vulnerable populations served by CA2C include individuals with HIV/AIDS, individuals experiencing homelessness, LBGTQ individuals, and the seriously mentally ill. CA2C members provide on-site O/E services in a variety of accessible settings, including CHCs, tribal sites, adult/juvenile detention, schools, public libraries, WIC sites, refugee resettlement locations and disability empowerment locations. CA2C members are advocates for and have a history of treating each individual with respect and working hard to gain and retain trust within their communities, allowing them to serve families that typically do not seek out services.

In efforts to meet the needs of the diverse populations being served, CA2C members conducted consumer education and application assistance in many unusual settings by going where consumers gather. For example one sub-awardee noted:

“Yuma County is the winter lettuce capital of the world, supplying a whopping 90% of the nation’s leafy vegetables between November and March. Due to the need for employment and to provide for their families, farmworkers don’t want to miss work. Because open enrollment period falls during harvesting season; November thru March, Sunset Community Health Center accommodated enrollment events and one-on-one application assistance to fit the farmworkers [sic] schedules. Sunset Community Health Center Navigators and CACs took part in a huge event that is specifically done for farmworkers. The event started at 2:00 AM and it gave us a great opportunity to target individuals before they went to work. That early in morning can get as cold as 40 degrees, which for this area is very cold, but we are proud to participate in the event because we know that it’s a unique opportunity that we used to educate and schedule appointments.”

Lead Navigators also described some of their education and outreach methods targeting traditionally underserved populations:

“We all know it can be difficult to convince young people they need insurance. But women in their 20s and 30s who wish to have children soon learn they must be insured. I reached out to a non-profit staffed primarily by young women to find out if they had insurance. They did not, and two wanted to have kids soon. So I ran scenarios showing them the comparative costs of enrolling as individuals or as a SHOP group in MP insurance. They opted for the SHOP and they are now very glad to be insured.”

“We were able to help educate consumers at Free Clinics, such as Christian Clinic in Payson and the mini clinics that Compassion Queen Creek holds at different congregations. We spoke to people one on one and in small group depending on the night and if several patients waiting. [Sic] At the mini clinics we are able to have an area where we can speak with attendees individually.”

One sub awardee that uses Promotoras (Community Health Workers) held several "Cafecitos" (little coffees), a proven culturally and linguistically appropriate method of conducting outreach and education within their community. Working with several Title I schools, a Parental Liaison scheduled coffees for parents where the Promotoras conducted education and answered questions for consumers. As detailed above, CA2C members employ diverse efforts to reach consumers and work within their communities because they recognize and honor the diversity of their communities.

5) Expertise of Personnel

Total number of staff & Marketplace/Health Insurance Expertise

100 Navigators (48 FTE) will be supported by this funding. AACHC will employ 2.86 FTE with four individuals trained as Navigators. AACHC also works with 19 FQHCs that employ approximately 300 CACs. CA2C Lead Navigators serve as key resources to these assisters.

The ProjD, Ms. Jessica Yanow, MPH has been with AACHC for seven years and has been responsible for project compliance through both previous CA periods. The ProgD, Mr. Allen Gjersvig, MS has held a Life and Health producer's license in Wisconsin and Arizona; both licenses lapsed more than seven years ago; he receives no ongoing residual payments from any insurance company. Mr. Gjersvig directs all of AACHC's O/E funding to ensure a coordinated approach for each of AACHC's three distinctly funded consumer enrollment programs. One CN, Ms. Meryl Deles, MSW (1 FTE) has served as a Navigator since 2013 and provides TA to Sub-awardees and Navigators statewide. Ms. Brenda Cardenas (.1 FTE) has assisted consumers with Medicaid applications for 9 years and will return in a part time role. Ms. Claudia Zamarron (1 FTE) was hired under the 2014 CA and is a fluent Spanish speaker who has coordinated a family planning clinic. The Navigator team has the experience of OE1 and 2, including direct consumer assistance, TA to sub-awardees and partners, and outreach and media communication. Two individuals on the Navigator staff are bilingual, speaking both English and Spanish fluently.

AACHC's CEO, Mr. John McDonald, has extensive experience with the private health insurance market, having previously served as the COO of a CHC and as head of an Independent Practice Association contracting with private health plans. AACHC's Finance Officer, Ms. Suzanne Gilbert, has financial leadership experience in the insurance market, having come to AACHC from a Medicaid health plan at a company that also sold private insurance. Details on each staff member's proposed role in the project can be found in the project budget narrative.

Conducting public education and outreach activities

AACHC ProgD and CN make presentations to consumer groups and professional associations and provide CA2C members with TA and presentation content designed to create a framework from which consumers and/or Assisters can better understand the ACA. Several

CA2C members adapted these presentations for their use. Each CA2C member has skilled public speakers who address groups at churches, schools, service clubs, and other community settings. Many presentations are offered in Spanish and English or other languages as needed

CA2C members develop local outreach plans, for which AACHC provided and continues to provide training. CA2C members are also Cover Arizona members and have participated in webinars on developing local communication and marketing plans. Enroll America also worked with several CA2C members in multiple communities, teaching attendees how to use the Get Covered database and mapping services for targeting outreach and enrollment campaigns. CA2C members also use the Cover Arizona Connector (developed by Enroll America) to facilitate consumer appointments. AACHC staff and CA2C members are frequently quoted in Arizona media as ACA enrollment experts. The ProgD, in addition to local media, was quoted in TIME and Modern Healthcare during OE2. CA2C organizations and CN have been interviewed by local media and participated in radio or TV interviews and call-in-shows, English and Spanish media.

Assisting in coverage determinations & health insurance options (including public programs)

Approximately 19,625 consumers were listed on Medicaid and Marketplace applications during OE2 by Navigators, and approximately one third of all appointments were for follow-up involving plan selection, additional questions, and updating income or family size. Consumers also received assistance with filing exemptions, appeals, grievances, and how to effectively use their coverage. Navigators assisted with plan choice by educating without making specific recommendations or offering opinions.

Limited English proficiency, disabilities, underserved, vulnerable, appropriate, accessible

CA2C members serve all who seek assistance regardless of level of English proficiency or disability and serve a wide variety of underserved and vulnerable populations. CA2C Navigators have expertise providing assistance to diverse Arizonans in varied settings as noted throughout the project narrative. AACHC provides additional training or resources as needed. CA2C members employ Navigators who are culturally and linguistically reflective of the communities served; several use a Community Health Worker model. Other partners have received cultural competency training, including provision of accessible services to individuals with disabilities.

Expertise in personnel before/after Navigator funding/activities to develop staff expertise

CA2C members had prior experience with O/E assistance for public benefits, including Medicaid, SNAP, and Temporary Assistance for Needy Families (TANF), before OE1. The required CMS Navigator training, weekly email updates, frequent conference calls, and training sessions significantly advanced Navigator knowledge and understanding regarding commercial/Marketplace insurance products. Most Navigators working during OE2 also worked OE1, and it is expected that the majority will be retained for OE3. Staff continuity is very high because CA2C members operate year-round and use only minimal numbers of temporary staff. Funding for OE3 will allow AACHC to continue building on a solid foundation, expand the number of Navigators who will reach additional communities, and improve messaging, marketing, and enrollment events. *Connecting Arizona to Coverage* is committed to connecting all Arizonans to coverage so that they may have access to high-quality, affordable medical care.

Attachment 3

AWARD ATTACHMENTS

Arizona Association of Community Health
Centers

5 NAVCA150242-02-00

1. Terms and Conditions
2. Terms and Conditions

Centers for Medicare & Medicaid Services
Standard¹ Grant/Cooperative Agreement² Terms and Conditions

- 1. Recipient.** The Recipient is the Grantee designated in the Notice of Award (NoA).
- 2. Acceptance of Application & Terms of Agreement.** Initial drawdown of funds by the Recipient constitutes acceptance of this award.
- 3. Funding Opportunity Announcement (FOA).** All relevant project requirements outlined in the FOA apply to this award and are incorporated into these terms and conditions by reference.
- 4. Uniform Administrative Requirements, Cost Principles, and Audit Requirements.** This award is subject to 45 CFR Part 75 [available at <http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5>], which implements 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”) for the U.S. Department of Health & Human Services operating divisions,³ effective December 26, 2014.
 - Uniform Administrative Requirements. All Recipients must comply with Subparts A-D of 45 CFR Part 75.
 - Cost Principles. CMS grant awards provide for reimbursement of actual, allowable costs incurred and are subject to the Federal cost principles. The cost principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or indirect, and set forth allowability and allocability principles for selected items of cost. Applicability of a particular set of cost principles depends on the type of organization. CMS recipients must comply with the cost principles set forth in HHS regulations at 45 CFR Part 75, Subpart E with the following exceptions: (1) hospitals must follow Appendix IX to part 75 and

¹ Standard Terms and Conditions include all possible grants administrative requirements for CMS awards. All standard terms and conditions apply unless the requirement is not applicable based on the project awarded. Recipients should contact their assigned Grants Management Specialist if they have questions about whether an administrative term and condition applies.

² A Cooperative Agreement is an alternative assistance instrument to be used in lieu of a grant whenever substantial Federal involvement with the recipient during performance is anticipated. The difference between grants and cooperative agreements is the degree of Federal programmatic involvement rather than the type of administrative requirements imposed. Therefore, statutes, regulations, policies, and the information contained in these standard terms and conditions that are applicable to grants also apply to cooperative agreements, unless otherwise stated.

³ The U.S. Department of Health & Human Services (HHS) is adopting OMB’s Uniform Guidance with certain amendments, based on existing HHS regulations, to supplement the guidance as needed for the Department. HHS’ amendments are described in the joint interim final rule included in the Federal Register [available at <http://www.gpo.gov/fdsys/pkg/FR-2014-12-19/pdf/2014-28697.pdf>], and incorporated into HHS’ implementing regulations at 45 CFR Part 75. As noted in the interim final rule, HHS finds that there is good cause under 5 U.S.C. 553(b)(B) and (d)(3) to dispense with the opportunity for advance notice and public comment and good cause to publish this rule with an effective date of December 26, 2014 (simultaneous with 2 CFR Part 200).

commercial (for-profit) organizations are subject to the cost principles located at 48 CFR subpart 31.2⁴.

- Direct and Indirect Costs: There is no universal rule for classifying certain costs as either direct or indirect (also known as Facilities & Administration (F&A) costs) under every accounting system. A cost may be direct with respect to some specific service or function, but indirect with respect to the Federal award or other final cost objective. Therefore, it is essential that each item of cost incurred for the same purpose be treated consistently in like circumstances either as a direct or F&A cost in order to avoid double-charging of Federal awards. Guidelines for determining direct and F&A costs charged to Federal awards are provided in 45 CFR §§75.412 to 75.419. Requirements for development and submission of indirect (F &A) cost rate proposals and cost allocation plans are contained in Appendices III-VII and Appendix IX to Part 75.
 - Commercial (For-Profit) Organizations: Indirect Costs are allowable under awards to for-profit organizations. For-profit organizations must still obtain a negotiated indirect cost rate agreement which covers the grant supported activities and the applicable period of performance. For-profit entities which receive the preponderance of their federal awards from HHS may contact the Division of Financial Advisory Services (DFAS), Indirect Cost Branch, available at <http://oamp.od.nih.gov/dfas/indirect-cost-branch> to negotiate an indirect cost rate. Otherwise, for-profit organizations are limited to the 10% de minimis rate in accordance with 45 CFR §75.414(f).
- Cost Allocation: In accordance with 45 CFR §75.416 and
 - Appendix V to Part 75 – *State/Local Governmentwide Central Service Cost Allocation Plans*, each state/local government will submit a plan to the U.S. Department of Health & Human Services Cost Allocation Services for each year in which it claims central service costs under Federal awards. Guidelines and illustrations of central service cost allocation plans are provided in a brochure published by the U.S. Department of Health & Human Services entitled “*A Guide for State, Local and Indian Tribal Governments: Cost Principles and Procedures for Developing Cost Allocation Plans and Indirect Cost Rates for Agreements with the Federal Government.*” A copy of this brochure may be obtained from the HHS' Cost Allocation Services at <https://rates.psc.gov>. A current, approved cost allocation plan must be provided to CMS if central service costs are claimed.

⁴ There are no cost principles specifically applicable to grants to for-profit organizations. Therefore, the cost principles for commercial organizations set forth in the FAR (48 CFR subpart 31.2) generally are used to determine allowable costs under CMS grants to for-profit organizations. As provided in those costs principles, allowable travel costs may not exceed those established by the FTR (available on-line at <http://gsa.gov/portal/content/104790>). The cost principles in 45 CFR 75, Appendix IX, determine allowable costs under CMS grants to proprietary hospitals.

- Appendix VI to Part 75 – *Public Assistance Cost Allocation Plans*, state public assistance agencies will develop, document and implement, and the Federal Government will review, negotiate, and approve, public assistance cost allocation plans in accordance with Subpart E of 45 CFR part 95. The plan will include all programs administered by the state public assistance agency. Where a letter of approval or disapproval is transmitted to a state public assistance agency in accordance with Subpart E, the letter will apply to all Federal agencies and programs. This Appendix (except for the requirement for certification) summarizes the provisions of Subpart E of 45 CFR part 95.
- Audit Requirements. The audit requirements in 45 CFR Part 75, Subpart F apply to each recipient fiscal year that begins on or after December 26, 2014. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F, *Audit Requirements*. The audit requirements in OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, will continue to apply where the current Recipient fiscal year began before December 26, 2014 [available at http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf]. Non-federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program specific audit conducted for that year in accordance with OMB Circular A-133.

For questions and information concerning the submission process, please contact the Federal Audit Clearinghouse (entity which assists Federal cognizant and oversight agencies in obtaining audit data and reporting packages) at 888-222-9907 or <http://harvester.census.gov/sac>.

As explained under §75.501(h), *For-profit subrecipient*, since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §75.352 Requirements for pass-through entities.

Commercial Organizations (including for-profit hospitals) have two options regarding audits, as outlined in 45 CFR §75.501 (see also 45 CFR §75.216).

- Special Provisions for Awards to Commercial (For-Profit) Organizations as Recipients. Commercial (For-Profit) Organizations should refer to 45 CFR §75.216 *Special Provisions for Awards to Commercial Organizations as Recipients*, for limitations on profit and program income and available options regarding audits.

5. The HHS Grants Policy Statement (HHS GPS). This award is subject to the requirements of the HHS GPS that are applicable to the Recipient based on the Recipient type and the purpose of this award [available

at <http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>. The general terms and conditions in the HHS GPS will apply as indicated unless there are statutory, regulatory, or award-specific requirements to the contrary. Although the HHS GPS is meant to be consistent with applicable statutory or regulatory requirements, the current 2007 version has not been updated to parallel the new HHS regulations. The new HHS regulation, effective December 26, 2014, therefore supersedes information on administrative requirements, cost principles, and audit requirements for grants and cooperative agreement included in the current HHS Grants Policy Statement where differences are identified.

6. **Prior Approval Requirements.** Recipients must consult and comply with prior approval requirements outlined under 45 CFR §75.407, *Prior written approval (prior approval)*.
7. **Revision of Budget and Program Plans.** Recipients must consult and comply with requirements outlined under 45 CFR §75.308, *Revision of budget and program plans*. Please note that CMS is not waiving any prior approval requirements outlined in this section. Additionally, in accordance with §75.308(e), CMS requires prior approval where the transfer of funds among direct cost categories or programs, functions and activities in which the Federal share of the project exceeds the Simplified Acquisition Threshold (\$150,000) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved. CMS cannot permit a transfer that would cause any Federal appropriation to be used for purposes other than those consistent with the appropriation.
8. **Rearrangement, Alteration, Reconversion, and Capital Expenditures.** Recipient may not incur direct costs for rearrangement, alteration, reconversion, or capital expenditures without prior written approval by CMS (refer to 45 CFR §§75.439 and 75.462).
 - Capital expenditures means expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that **materially increase their value or useful life** (refer to 45 CFR §75.2, *Definitions*).
 - Capital assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with Generally Accepted Accounting Principles (GAAP). Capital assets include:
 - (1) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
 - (2) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). (refer to 45 CFR §75.2, *Definitions*)
 - Maintenance and Repair Costs: Costs incurred for utilities, insurance, security, necessary maintenance, janitorial services, repair, or upkeep of buildings and equipment (including Federal property unless otherwise provided for) which neither add to the permanent value of the property nor appreciably prolong its intended life, but keep it in an efficient operating condition, are allowable. Costs incurred for improvements which add to the permanent value of the buildings and equipment or appreciably prolong their intended life must be

treated as capital expenditures. These costs are only allowable to the extent not paid through rental or other agreements (refer to 45 CFR §75.452).

9. Conference and Travel Costs. For attendance at any conference⁵, including those sponsored by CMS, recipients must submit a detailed breakdown of costs associated with attending the conference for prior written approval. All costs must be individually itemized. This breakdown should include all costs associated with travel to the conference and a brief narrative explaining the program related purpose/how attending the conference will further the objectives of the program. As noted in 45 CFR §75.432, *Conferences*, allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments⁶, local transportation, and other items incidental to such conferences. Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award. All federally funded travel must be tracked through a travel log which includes: traveler/position, destination, length of stay, mileage, per diem, reason for the trip, airfare, and any other reimbursable expenses. Recipients must also consult and comply with requirements outlined under 45 CFR §75.474, *Travel Costs*.

10. Technology Costs. As defined in 45 CFR §75.2, *Definitions*, equipment means tangible personal property (including information technology systems), having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. Supplies means all tangible personal property other than those described in *Equipment*. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also the definitions in 45 CFR §75.2 of *Capital assets, Computing devices, General purpose equipment, Information technology systems, and Special purpose equipment*. All technology items, regardless of classification as equipment or supply must still be individually tagged and recorded in an equipment/technology database. This database should include any information necessary to properly identify and locate the item. For example: serial # and physical location of equipment (e.g. laptops, tablets, etc.). **In addition, purchase of Technology items (both those classified as equipment and those classified as supplies), over and above that which is already approved in the budget must be approved by the Grants Management Specialist (regardless of acquisition cost).**

11. Prohibited Uses of Grant or Cooperative Agreement Funds. The following list contains costs that are prohibited for all CMS programs. Recipient should consult Attachment H,

⁵ OMB Memorandum M-12-12 employs, and HHS has adopted the following definition for a conference from the Federal Travel Regulation (FTR): A "conference" is defined as "[a] meeting, retreat, seminar, symposium or event that involves attendee travel. The term 'conference' also applies to training activities that are considered to be conferences under 5 CFR 410.404."

⁶ Per page II-36 of the HHS Grants Policy Statement, meals are generally unallowable except for the following:

- Subjects and patients under study;
- Where specifically approved as part of the project or program activity (not grantee specific), e.g., in programs providing children's services; and
- As part of a per diem or subsistence allowance provided in conjunction with allowable travel.

Guest meals are not allowable (see also II-36 of HHS GPS).

Program Terms and Conditions, for other prohibited costs specific to the grant or cooperative agreement program.

- To match any other Federal funds.
- To provide services, equipment, or supports that are the legal responsibility of another party under Federal, State, or Tribal law (e.g., vocational rehabilitation or education services) or under any civil rights laws. Such legal responsibilities include, but are not limited to, modifications of a workplace or other reasonable accommodations that are a specific obligation of the employer or other party.
- To provide goods or services not allocable to the approved project.
- To supplant existing State, local, tribal, or private funding of infrastructure or services, such as staff salaries, etc.
- To be used by local entities to satisfy State matching requirements.
- To pay for construction.
- To pay for capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life as a direct cost except with the prior written approval of the Federal awarding agency.
- In accordance with 45 CFR §75.476, the cost of independent research and development, including their proportionate share of indirect costs, are unallowable.
- In accordance with 45 CFR §75.216(b), except for grants awarded under the Small Business Innovative Research (SBIR) and Small Business Technology Transfer Research (STTR) programs (15 U.S.C. 638), no HHS funds may be paid as profit to any recipient even if the recipient is a commercial (for-profit) organization. Profit is any amount in excess of allowable direct and indirect costs.

12. Reporting Requirements. Recipients must comply with the frequency and content requirements outlined in Attachment H, Program Terms and Conditions. Failure to submit programmatic and financial reports on time may be basis for withholding financial assistance payments, suspension, termination or denial of continued funding. Recipient's failure to timely submit such reports may result in a designation of "high risk" for the recipient organization and may jeopardize potential future funding from the U.S. Department of Health & Human Services. The general information and guidance for financial and programmatic reporting provided below supplements the specifics included in the Program Terms and Conditions.

Prior to closeout of the grant, Recipients must submit a tangible personal property report. Specific information is provided below and will be reiterated in the pre-closeout letter sent to all Recipients.

FINANCIAL REPORTING

Quarterly Financial Reporting

Recipient must report, on a quarterly basis, cash transaction data via the Payment Management System (PMS) using the Federal Financial Report (SF-425 or FFR) form. The FFR combines the information that grant recipients previously provided using two forms: the Federal Cash Transactions Report (PSC-272) and the Financial Status Report (SF-269). Cash transactions data is reflected through completion of lines 10a-10c on the FFR. Recipient must include

information on indirect costs if approved as part of grant award. The quarterly FFR is due within (30) days after the end of each quarter. Reporting deadlines are outlined below.

For disbursement activity during the months of:

October 1 through December 31 (1st Quarter)

January 1 through March 31 (2nd Quarter)

April 1 through June 30 (3rd Quarter)

July 1 through September 30 (4th Quarter)

The FFR is due on:

January 30

April 30

July 30

October 30

Instructions on how to complete the FFR can be found

at: http://www.dpm.psc.gov/grant_recipient/guides_forms/ffr_instructions_manual.aspx

Semi-Annual, Annual, and Final Expenditure Reporting

Recipient must also report on Federal expenditures, Recipient Share (if applicable), and Program Income (if applicable and/or allowable) at least annually. Frequency of expenditure reporting, whether semi-annually or annually, is stipulated in the Program Terms and Conditions of award (see Attachment H). This information is reflected through completion of lines 10d through 10o of the FFR. Recipient must complete an online FFR form via the GrantSolutions.gov FFR module (not the Payment Management System as is used for quarterly FFRs) to comply with expenditure reporting requirements.⁷ As appropriate, all parts of the form (lines 1-9 and 10d-13) must be completed except for lines 10a-10c. Recipient must include information on indirect costs if approved as part of grant award. GrantSolutions can be accessed via the following link <https://www.grantsolutions.gov>.

The final FFR must show cumulative expenditures under the award and any unobligated balance of federal funds and as appropriate, all other parts of the form must be completed except for line items 10.a through 10.c. Final, federal cash information (lines 10.a through 10.c) will be reported to the Payment Management System based upon the quarterly schedule established for submission of these reports (see *Quarterly Financial Reporting* section within this term and condition). The final expenditure report cannot show any unliquidated obligations.

Semi-annual expenditure reports are due no later than 30 days following the applicable six-month period. Annual FFRs are due no later than 90 days following the applicable budget period end date or 12-month period for multi-year budget periods and final FFRs are due no later than 90 days following the project period end date.

Per 45 CFR §75.309(b), a non-Federal entity must liquidate all obligations incurred under the award not later than 90 days after the end of the funding period (or as specified in a program regulation) to coincide with the submission of the final FFR. This deadline may be extended with prior written approval from the CMS Grants Management Specialist.

PROGRAMMATIC REPORTING

In accordance with §75.301, *Performance Measurement*, Recipients must relate financial data to performance accomplishments of the Federal award and provide cost information to demonstrate cost effective practices (e.g. through unit cost data). Performance will be

⁷ The use of the dual systems is not applicable for those entities engaged in a pilot program with PMS.

measured in a way that will help CMS and other non-Federal entities to improve program outcomes, share lessons learned, and spread the adoption of promising practices.

TANGIBLE PERSONAL PROPERTY REPORTING

The Tangible Personal Property Report (SF-428) is a standard form to be used by awarding agencies to collect information related to tangible personal property when required by a Federal financial assistance award. This form allows recipients to request specific disposition of federally-owned property and acquired equipment. This form also provides a means for calculating and transmitting appropriate compensation to CMS for residual unused supplies. The form consists of the cover sheet (SF-428) and three attachments to be used as required: Annual Report, SF-428-A; Final (Award Closeout) Report, SF-428-B; and a Disposition Request/Report, SF-428-C. A Supplemental Sheet, SF-428-S, may be used to provide detailed individual item information.

Recipients are required to complete the SF-428-B and SF-428-S at the time of award closeout. The report covers federally owned property, acquired equipment with an acquisition cost of \$5,000 or more, and residual unused supplies with a total aggregate fair market value exceeding \$5,000 not needed for any other federally sponsored programs or projects.

PATENTS AND INVENTIONS

In accordance with §75.322(c), all Recipients are subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401. If applicable, Recipients must report any inventions on an annual basis using the non-competing continuation application. A Final Invention Statement and Certification (Form HHS 568) must be completed and submitted within 90 days following the expiration or termination of a grant or cooperative agreement. The Statement must include all inventions which were conceived or first actually reduced to practice during the course of work under the grant or award, from the original effective date of support through the date of completion or termination. The Statement shall include any inventions reported previously for grants and cooperative agreements as part of a non-competing continuation application. Recipients must also provide details about all inventions that have been licensed but not patented, and include details on income resulting from HHS-funded inventions and patents. Unpatented research products or resources—research tools—may be made available through licensing to vendors or other investigators. Income earned from any resulting fees must be treated as program income. This reporting requirement is applicable to grants and cooperative agreements issued by the U.S. Department of Health & Human Services in support of research and research-related activities. For further guidance, please see the HHS Grants Policy Statement: *Patents and Inventions* and *Inventions Reporting*.

- 13. Payment.** The Division of Payment Management (DPM) does not award grants. The issuance of grant awards and other financial assistance is the responsibility of the awarding agencies. Once an award is made, the funds are posted in recipient accounts established in the Payment Management System (PMS). Grantees may then access their funds by using the PMS funds request process.

The PMS funds request process enables grantees to request funds using a Personal Computer with an Internet connection. The funds are then delivered to the recipient via Electronic Funds Transfer (EFT). If you are a new grant recipient, please go to [PMS Access Procedures](#) to find information to register in PMS. If you need further help with that process, please contact the One-DHHS Help Desk via email at pmssupport@psc.gov or call (877) 614-5533 for assistance.

- 14. Continuation of Funding.** The recipient must submit a non-competing continuation application each year as a prerequisite to continued funding if a project period is comprised of multiple budget periods. The initial NoA identifies the project period, which may include multiple 12-month budget periods. Continued funding is contingent on adequate progress, compliance with the terms and conditions of the previous budget period, and the availability of funds. Non-competing application instructions will be provided by the Grants Management Specialist to recipients prior to applicable budget period end dates.
- 15. Funding for Recipients.** All funding provided under this award shall be used by the Recipient exclusively for the program referenced in the Notice of Award and described in the funding opportunity announcement and delineated in the Recipient's approved proposal. This includes any approved revisions, as applicable, made subsequent to the Recipient's approved proposal. Per 45 CFR §75.309(a), a non-Federal entity may charge to the Federal award only allowable costs incurred during the period of performance (except as described in §75.461) and any costs incurred before the HHS awarding agency or pass-through entity made the Federal award that were authorized by the Federal awarding agency or pass-through entity. Funds available to pay allowable costs during the period of performance include both Federal funds awarded and carryover balances. Any funds used for any purpose other than for the approved program, including disallowed costs, should be returned to the United States Treasury. Instructions for returning funds including interest earned in excess of \$500 are available at <http://www.dpm.psc.gov>.
- 16. Public Reporting.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with Federal money, all Recipients receiving Federal funds, including but not limited to State, local, tribal governments and recipients of Federal research grants, shall clearly state: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that is financed by nongovernmental sources.
- 17. System of Award Management and Universal Identifier Requirements.** This award is subject to the requirements of 2 CFR part 25, Appendix A which is specifically incorporated herein by reference. For the full text of 2 CFR part 25, refer to **Attachment A** to these Standard Terms and Conditions. To satisfy these requirements, Recipient must maintain an active registration in the System for Award Management (SAM) database. Please consult the SAM website (<https://www.sam.gov/portal/public/SAM/>) for more information.
- 18. Trafficking in Persons.** This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, refer to **Attachment B** to these Standard Terms and Conditions.

- 19. Subaward Reporting and Executive Compensation.** This award is subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by Section 6202 of Public Law 110-252 and implemented by 2 CFR Part 170. Recipients must report information for each first-tier subaward of \$25,000 or more in Federal funds and executive total compensation for the Recipient's and Subrecipients' five most highly compensated executives as outlined in Appendix A to 2 CFR Part 170. Information about the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) is available at www.fsr.gov. For the full text of the award term, refer to **Attachment C** to these Standard Terms and Conditions. For further assistance, please contact Iris Grady, the Grants Management Specialist assigned to monitor the subaward reports and executive compensation at divisionofgrantsmanagement@cms.hhs.gov.
- 20. Employee Whistleblower Protections.** All Recipients must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712 in the predominant native language of the workforce. For the full text of the award term, re *Pilot Program for Enhancement of Contractor Employee Whistleblower Protections*, refer to **Attachment D** to these Standard Terms and Conditions.
- 21. Conflict of Interest Policies.** In accordance with 45 CFR §75.112, these terms and conditions establish the conflict of interest policy requirements for recipients receiving federal discretionary grant funding from CMS. Recipient must comply with the conflict of interest policy requirements outlined in **Attachment E** to these Standard Terms and Conditions.
- 22. Recipient Integrity and Performance.** In accordance with Appendix XII to 45 CFR part 75, Recipient must comply with reporting requirements for matters related to recipient integrity and performance. For the full text of the award term, refer to **Attachment F** to these terms and conditions.
- 23. Accessibility Provisions Section 504.** Recipients of federal financial assistance (FFA) from Health and Human Services (HHS) must administer their programs in compliance with federal civil rights laws. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age and, in some circumstances, sex and religion. It is HHS' duty to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations.

HHS provides guidance to recipients of FFA on meeting their legal obligation to take reasonable steps to provide meaningful access to their programs by persons with limited English proficiency. In addition, recipients of FFA have specific legal obligations for serving qualified individuals with disabilities by providing information in alternate formats.

Several sources of guidance are provided below:

<http://www.hhs.gov/civil-rights/for-individuals/index.html>

<http://www.hhs.gov/regulations/index.html>

<http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>

<http://www.hhs.gov/civil-rights/for-individuals/section-1557/index.html>

[HHSAR 352.270-1](http://www.hhs.gov/civil-rights/for-individuals/section-504/index.html)

<http://www.hhs.gov/civil-rights/for-individuals/disability/index.html>

Recipient should review and comply with the Accessibility Requirements outlined in **Attachment G**, to these terms and conditions.

Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under federal civil rights laws at <http://www.hhs.gov/ocr/office/about/rgn-hqaddresses.html> or call 1-800-368-1019 or TDD 1-800-537-7697.

24. Fraud, Waste, and Abuse. The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by email to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, U.S. Department of Health & Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

25. Human Subjects Protection. If applicable to Recipient's program, the Recipient bears ultimate responsibility for protecting human subjects under the award, including human subjects at all sites, and for ensuring that a Federal-wide Assurance (FWA) approved by the Office for Human Research Protections (OHRP) and certification of Institutional Review Board (IRB) review and approval have been obtained before human subjects research can be conducted at each collaborating site. For more information about OHRP, FWA, and IRBs, please see the following link: <http://www.hhs.gov/ohrp/index.html>. Recipients may not draw funds from the payment system, request funds from the paying office, or make obligations against Federal funds for research involving human subjects at any site engaged in nonexempt research for any period not covered by both an OHRP-approved assurance and IRB approval consistent with 45 CFR Part 46. Costs associated with IRB review of human research protocols are not allowable as direct charges under grants and cooperative agreements unless such costs are not covered by the organization's indirect cost rate.

HHS requires Recipients and others involved in grant/cooperative agreement-supported research to take appropriate actions to protect the confidentiality of information about and the privacy of individuals participating in the research. Investigators, IRBs, and other appropriate entities must ensure that policies and procedures are in place to protect identifying information and must oversee compliance with those policies and procedures.

26. Project and Data Integrity. Recipient shall protect the confidentiality of all project-related information that includes personally identifying information.

The Recipient shall assume responsibility for the accuracy and completeness of the information contained in all technical documents and reports submitted. The CMS Project Officer shall not direct the interpretation of the data used in preparing these documents or reports.

At any phase in the project, including the project's conclusion, the Recipient, if so requested by the CMS Project Officer, must deliver to CMS materials, systems, or other items used, developed, refined or enhanced in the course of or under the award. The Recipient agrees that CMS shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the items for Federal government purposes.

27. Use of Data and Work Products. At any phase of the project, including the project's conclusion, the Recipient, if so requested by the CMS Project Officer, shall submit copies of analytic data file(s) with appropriate documentation, representing the data developed/used in end-product analyses generated under the award. The analytic file(s) may include primary data collected, acquired or generated under the award and/or data furnished by CMS. The content, format, documentation, and schedule for production of the data file(s) will be agreed upon by the Principal Investigator/Project Director and the CMS Project Officer. The negotiated format(s) could include both file(s) that would be limited to CMS's internal use and file(s) that CMS could make available to the general public.

All data provided by CMS will be used for the research described in this grant award only and in connection with the Recipient's performance of its obligations and rights under this program. Recipient has an obligation to collect and secure data for future monitoring by CMS. The Recipient will return any data provided by CMS or copies of data at the conclusion of the project. All proprietary information and technology of the Recipient are and shall remain the sole property of the Recipient.

All publications, press announcements, posters, oral presentations at meetings, seminars, and any other information-dissemination format, including but not limited to electronic/digital media that is related to this project must include a formal acknowledgement of support from the U.S. Department of Health & 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 CMS-XXX-XX-XXX [insert number from FOA] from the U.S. Department of Health & 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." One copy of each publication, regardless of format, resulting from work performed under an HHS project must accompany the annual or final progress report submitted to CMS.

During the project period and for six (6) months after completion of the project, the Recipient shall provide sixty (60) days prior notice to the CMS Project Officer of any formal presentation of any report or statistical or analytical material based on information obtained through this award. Formal presentation includes papers, articles, professional publication, speeches, and testimony. In the course of this research, whenever the Principal Investigator/Project Director determines that a significant new finding has been developed, he/she will communicate it to the CMS Project Officer before formal dissemination to the general public. The Recipient shall notify CMS of research conducted for publication.

28. Public Policy Requirements. By signing the application, the authorized organizational official certifies that the organization will comply with applicable public policies. Once a grant is awarded, the recipient is responsible for establishing and maintaining the necessary processes to monitor its compliance and that of its employees and, as appropriate, subrecipients and contractors under the grant with these requirements. Recipient should consult these terms and conditions, the applicable Appropriations Law, and Exhibit 3 of the HHS Grants Policy Statement, titled *Public Policy Requirements*, located in Section II, pages 3-6, for information on potentially applicable public policy requirements. Additional potentially applicable public policy requirements not included within these sources include:

- Military Recruiting and Reserve Officer Training Corps Access 10 U.S.C. §983 [all types of applications and awards to Institutions of Higher Education]
- Text Messaging While Driving (EO 13513) [all awards]
- Ban on Cloning of Human Beings (Presidential memorandum of March 4, 1997 [all awards]

29. Implementation of United States v. Windsor and Interpretation of Familial Relationship

Terminology. 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. By “same-sex spouses,” HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By “same-sex marriages,” HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By “marriage,” HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

30. Green Procurement. To mitigate the environmental impacts of acquisition of IT and other products/equipment, Recipients are encouraged to: (1) participate in “Green procurement” based on the HHS Affirmative Procurement Plan (http://www.responsiblepurchasing.org/UserFiles/File/HHS_Affirmative%20Procurement%20Plan_2006.pdf) and similar guidance from the Environmental Protection Agency (EPA) and the President’s Council on Environmental Quality (CEQ); (2) use electronic products that are Energy Star® compliant and Electronic Product Environmental Assessment Tool (EPEAT) Silver registered or higher when available; (3) activate Energy Star® features on all equipment when available; (4) use environmentally sound end-of-life management practices, including reuse, donation, sale and recycling of all electronic products.

31. Withdrawal. If the Recipient decides to withdraw from this award prior to the end of the project period, it must provide written notification (both hard copy and via email) to the CMS Grants Management Specialist at least fifteen (15) days in advance of the date of official withdrawal and termination of these terms. The letter must be signed by the AOR and other appropriate individuals with authority. CMS will not be liable for any withdrawal close-out costs that are borne by the Recipient. Recipients have three (3) days to return all unused grant funds.

32. Mandatory Disclosures. Consistent with 45 CFR §75.113, applicants and recipients must disclose in a timely manner, in writing to CMS, with a copy to the HHS Office of the Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Additionally, subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to CMS and to the HHS OIG at the following addresses:

U.S. Department of Health & Human Services
Centers for Medicare & Medicaid Services
Office of Acquisition and Grants Management
Attn: Director, Division of Grants Management, Mandatory Grant Disclosures
7500 Security Blvd, Mail Stop B3-30-03
Baltimore, MD 21244-1850

Materials should also be scanned and emailed to your Grants Management Specialist.

AND

U.S. Department of Health & Human Services
Office of Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building
Room 5527
Washington, DC 20201

Fax: (202) 205-0604 (Include “Mandatory Grant Disclosures” in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR §75.371, *Remedies for noncompliance*, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

- 33. Remedies for noncompliance.** If a non-Federal entity fails to comply with Federal statutes, regulations, or the terms and conditions of a Federal award, the HHS awarding agency or pass-through entity may impose additional conditions, as described in §75.207, *Specific award conditions*. If the HHS awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more actions as set forth in 45 CFR §75.371, *Remedies for Noncompliance*.
- 34. Suspension and Debarment Regulations.** Recipient must comply with 45 CFR §75.213, which states that non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR parts 180 and 376. These regulations restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.
- 35. Termination.** CMS may terminate this grant agreement, or any part hereof, if the Recipient materially fails to comply with the terms and conditions of this award, or provisions of law pertaining to agreement performance. Materially fails includes, but is not limited to, violation of the terms and conditions of the award; failure to perform award activities in a satisfactory manner; improper management or use of award funds; or fraud, waste, abuse, mismanagement, or criminal activity. In addition, CMS may terminate this award if the Recipient fails to provide the Government, upon request, with adequate written and signed

assurances of future performance. CMS will promptly notify the Recipient in writing of such termination and the reasons for it, together with the effective date. Recipient may terminate this award as set forth in 45 CFR §75.372, *Termination*.

36. Bankruptcy. In the event the Recipient or one of its subrecipients enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Recipient agrees to provide written notice of the bankruptcy to the CMS Grants Management Specialist and CMS Project Officer (PO). This written notice shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing and sent to the CMS Grants Management Specialist and PO. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, a copy of any and all of the legal pleadings, and a listing of Government grant and cooperative agreement numbers and grant offices for all Government grants and cooperative agreements against which final payment has not been made.

37. Disposition of Federally Owned Property, Equipment, and Residual Unused Supplies. Upon completion (or early termination) of a project, Recipient must take appropriate disposition actions. Recipients of funding from CMS should proceed in accordance with the guidance provided within this term and condition.

Recipient must complete and submit the **SF-428-B Tangible Personal Property Report, Final Report** (also see Standard Term and Condition #12, Reporting Requirements). The Tangible Personal Property Report (SF-428) is a standard form to be used by awarding agencies to collect information related to tangible personal property when required by a Federal financial assistance award. This form allows recipients to request specific disposition of federally-owned property and acquired equipment. This form also provides a means for calculating and transmitting appropriate compensation to CMS for residual unused supplies. As noted in 1.b of this report, if your agency is in possession of Federally-owned property or acquired equipment (defined as nonexpendable personal property with an acquisition cost of \$5,000 or more under the award), you must also submit a **SF-428-S, Supplemental Sheet**, that lists and reports on all Federally-owned or acquired equipment under the specific grant or cooperative agreement award. If there is no tangible personal property to report, select “d.” in section 1 of the SF-428-B and indicate “none of the above.” Recipient must request specific disposition instructions from CMS if the Recipient has federally-owned property or if the following guidance is insufficient for the Recipient to properly complete disposition.

- Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to CMS.
- Except as provided in 45 CFR §75.319(b), items of equipment with a current per-unit fair market value in excess of \$5,000 may be retained by the non-Federal entity or sold. If there is no longer a use for the equipment under the original project or program or for other activities currently or previously supported by CMS or other HHS awarding agencies, except as otherwise provided in Federal statutes and regulations, CMS is entitled to an amount calculated by multiplying the current market value or proceeds from sale by CMS’s percentage of participation in the cost of the original purchase. If the

equipment is sold, CMS may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

- Reportable Residual Unused Supplies, which in the aggregate exceed \$5,000 in fair market value which cannot be used by the original project or program nor are needed for other activities currently or previously supported by CMS, other HHS awarding agencies, or another Federal agency, must be retained by the Recipient for use on other activities or sold, but Recipient must, in either case, compensate the Federal government for its share. CMS is entitled to an amount calculated by multiplying the current fair market value or proceeds from sale by CMS's percentage of participation in the cost of the original purchase.
- In certain instances, the non-Federal entity may transfer title to the property to the Federal government or to an eligible third party subject to prior approval by CMS. In such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

38. Affirmative Duty to Track All Parties to the Award. Recipient must at a minimum regularly track all parties to the award in both the GSA database that is known as the System for Award Management (SAM) and The Office of the Inspector General (OIG) List of Excluded Individuals and Entities (LEIE). The purpose of this affirmative duty is to track all parties that include health care, commercial, non-profit, and other people and entities in order to report immediately to the CMS Project Officer (PO) and Grants Management Specialist those that cannot participate in federal programs or receive federal funds. The Recipient cannot have any persons or entities on the award that cannot participate in federal programs or receive federal funds. If any of these systems are not publicly available, then the Recipient must comply with the purpose and intent of this requirement using a process that meets at least the level of scrutiny provided by these databases.

The Recipient shall provide the CMS PO and Grants Management Specialist with the National Provider Identifier (NPI), Tax ID, and EIN, as applicable, of all Key Personnel and/or Entities to the award that may include Subrecipients. This list shall be provided to CMS within thirty (30) days from the start of the award and must be maintained up-to-date in real time throughout the award.

39. Pass Through Entities, Subrecipients, and Contractors. As outlined in 45 CFR §75.351, *Subrecipient and contractor determinations*, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or contractor. A pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (§75.2, *Definitions*). As described in §75.351, a subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient while a contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. Characteristics for both types of relationships are included in §75.351. All pass-through entities must ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information outlined in §75.352, *Requirements for pass-through entities*, at the time of subaward and if any of these data elements change, include the changes in subsequent subaward modifications.

- 40. Subrecipient Equal Treatment.** The Recipient must comply with 45 CFR Part 87, including the provision that no State or local government Recipient nor any intermediate organization receiving funds under any program shall, in the selection of service providers, discriminate for or against an organization's religious character or affiliation.
- 41. Recipient's Responsibility for Subrecipients.** The Recipient is responsible for the performance, reporting, and spending for each Subrecipient. The Recipient will ensure the timeliness and accuracy of required reporting for each site of service and Subrecipient under the award. The Recipient is responsible for the performance and progress of each site of service or Subrecipient toward the goals and milestones of the program. The Recipient will take necessary corrective action for any site of service or Subrecipient that is not meeting the goals and milestones of the program, as set forth in the FOA.
- 42. Nondiscrimination.** The Recipient and Subrecipients will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- 43. Reservation of Rights.** Nothing contained in this Agreement is intended or shall be construed as a waiver by the United States Department of Justice, the Internal Revenue Service, the Federal Trade Commission, HHS Office of the Inspector General, or CMS of any right to institute any proceeding or action against Recipient for violations of any statutes, rules or regulations administered by the Government, or to prevent or limit the rights of the Government to obtain relief under any other federal statutes or regulations, or on account of any violation of this Agreement or any other provision of law. The Agreement shall not be construed to bind any Government agency except CMS, and this Agreement binds CMS only to the extent provided herein. The failure by CMS to require performance of any provision shall not affect CMS's right to require performance at any time thereafter, nor shall a waiver of any breach or default result in a waiver of the provision itself.
- 44. FY 2016 Appropriations Provision.** U.S. Department of Health & Human Services (HHS) recipients must comply with all terms and conditions outlined in their grant award(s), including grant policy terms and conditions contained in applicable HHS Grants Policy Statements, and requirements imposed by program statutes and regulations, Executive Orders,

and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.

This award is subject to the “Consolidated Appropriations Act, 2016,” Public Law 114-113, signed on December 18, 2015. As is noted under Division H, Title II, General Provisions, Section 202, none of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. This salary cap applies to direct salaries and to those salaries covered under indirect costs, also known as facilities and administrative (F & A) costs⁸. The current Executive Level II salary rate is \$185,100.⁹

⁸ Per the HHS Grants Policy Statement, page II-39 (Salaries and Wages), “If there is a salary limitation, it does not apply to consultant payments or to contracts for routine goods and services, but it does apply to subrecipients (including consortium participants).” Though the salary limitation does not apply to consultant costs, recipient must still provide justification to include examples of typical market rates for this service in your area.

⁹ Effective January 2016.

Centers for Medicare & Medicaid Services
Standard Grant/Cooperative Agreement Terms and Conditions
Attachment A

APPENDIX A TO PART 25—AWARD TERM

I. SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. *System for Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;

- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward*:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

**Centers for Medicare & Medicaid Services
Standard Grant/Cooperative Agreement Terms and Conditions
Attachment B**

Award Term – Trafficking in Persons

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 376.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 376.

c. Provisions applicable to any recipient.

- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

- 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

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Attachment C

Award Term - Federal Financial Accountability and Transparency Act (FFATA)
Subaward and Executive Compensation Reporting Requirement

I. Reporting Subawards and Executive Compensation.

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting Total Compensation of Recipient Executives.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if –

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received –

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

2. *Where and when to report.* You must report executive total compensation described in paragraph b.i. of this award term:

- i. As part of your registration profile at <http://www.sam.gov/portal/public/SAM/>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if –

i. in the subrecipient's preceding fiscal year, the subrecipient received –

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds \$10,000.

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Attachment D**

Pilot Program for Enhancement of Contractor Whistleblower Protections

Grantees are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled “Pilot Program for Enhancement of Contractor Employee Whistleblower Protections,” of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this award.

Federal Acquisition Regulations

As promulgated in the Federal Register, the relevant portions of 48 CFR section 3.908 read as follows (note that 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”):

3.908 Pilot program for enhancement of contractor employee whistleblower protections

3.908-1 Scope of section.

- (a) This section implements 41 U.S.C. 4712.
- (b) This section does not apply to—
 - (1) DOD, NASA, and the Coast Guard; or
 - (2) Any element of the intelligence community, as defined in section 3(4) of the National Security Act of 1947 (50 U.S.C. 3003(4)). This section does not apply to any disclosure made by an employee of a contractor or subcontractor of an element of the intelligence community if such disclosure-
 - (i) Relates to an activity of an element of the intelligence community; or
 - (ii) Was discovered during contract or subcontract services provided to an element of the intelligence community.

3.908-2 Definitions

As used in this section –

Abuse of authority means an arbitrary and capricious exercise of authority that is inconsistent with the mission of the executive agency concerned or the successful performance of a contract of such agency. Inspector General means an Inspector General appointed under the Inspector General Act of 1978 and any Inspector General that receives funding from, or has oversight over contracts awarded for, or on behalf of, the executive agency concerned.

3.908-3 Policy

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 (b) 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.

3.908-9 Contract clause.

The contracting officer shall insert the clause at 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights, in all solicitations and contracts that exceed the simplified acquisition threshold.

Contract clause:

Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
(2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

EFFECTIVE DATE: all grants and contracts issued on or after July 1, 2013 through January 1, 2017

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Attachment E

Conflict of Interest Policy

CMS requires recipients to establish safeguards to prevent employees, officers, or agents of the non-Federal entity such as consultants, contractors, members of governing bodies, and others who may be involved in grant-supported activities from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial or other gain for themselves or others, such as those with whom they have family, business, or other ties. These safeguards must be reflected in written standards of conduct. Except as provided below, CMS does not require a recipient to establish separate standards of conduct if it maintains such standards for its non-grant-supported activities, as long as those standards are consistent with State, local, and tribal laws and regulations, and cover, at a minimum, expected conduct in regard to financial interests, gifts, gratuities and favors, nepotism, and such other areas for governmental organizations as political participation and bribery.

Definitions:

"Principal Investigator/Project Director (PI/PD)" means the individual(s) designated by the recipient to direct the project or program being supported by the grant. The PI/PD is responsible and accountable to officials of the recipient organization for the proper conduct of the project, program, or activity. This designation also includes co-principal investigators/co-project directors, and any other person at the organization who is responsible for the design, conduct, or reporting of grant activities funded or proposed for funding by CMS.

"Significant financial interest" means anything of monetary value, including, but not limited to, salary or other payments for services (e.g., consulting fees or honoraria); equity interest (e.g., stocks, stock options or other ownership interests); and intellectual property rights (e.g., patents, copyrights and royalties from such rights).

The term does not include:

- a. salary, royalties or other remuneration from the applicant organization;
- b. income from seminars, lectures, or teaching engagements sponsored by public or non-profit entities;
- c. income from service on advisory committees or review panels for public or nonprofit entities;
- d. an equity interest that, when aggregated for the PI/PD and the PI/PD's spouse and dependent children, meets both of the following tests: does not exceed \$10,000 in value as determined through reference to public prices or other reasonable measures of fair

market value, and does not represent more than a 5% ownership interest in any single entity; or

e. salary, royalties or other payments that, when aggregated for the PI/PD and the investigator's spouse and dependent children, are not expected to exceed \$10,000 during the prior twelve-month period.

The term "or other interest" means a non-financial benefit which results in a potential or real conflict of interest. The potential or real conflict of interest poses the same possible harms received from a financial conflict of interest such as bias due to personal gain. Such benefits may be received from a tangible or intangible personal benefit.

"Organizational conflicts of interest" means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

"Responsible representative" means the individual(s), named by the applicant/recipient organization, who is authorized to act on behalf of the applicant/recipient and to assume responsibility for the obligations imposed by federal laws, regulations, requirements, and conditions that apply to CMS grant awards.

Requirements:

The majority of CMS' grant programs are not supported by Public Health Service (PHS) funding; therefore, CMS is not subject to the requirements of 42 CFR 50, Subpart F, "Responsibility of Applicants for Promoting Objectivity in Research for which PHS Funding is Sought." Notwithstanding, CMS expects grant activities (including research activities) to be free from bias by any conflicting interest of the PI/PD and any other person regardless of title or position, who is responsible for the design, conduct, or reporting of grant activities which may include collaborators or consultants.

Recipient's conflict of interest policies must reflect the following:

- Have a written and enforced administrative process to eliminate conflicting financial or other interests with respect to CMS grant/cooperative agreement funds awarded. This process should ensure:
 - The merits for determining a conflict of interest are clearly articulated in writing – i.e. The assigned reviewer(s) can reasonably determine that a significant or other interest could directly and significantly affect the design, conduct, or reporting of CMS-funded grant activities. This process should be inclusive of the appearance of such conflicts.
 - Each PI/PD discloses to a responsible representative of the Recipient all significant financial and/or other interests including personal relationships of the PI/PD (for example, PI/PD's spouse, dependent children, etc.): (i) that would reasonably appear to be affected by the grant activities funded or proposed for

funding by CMS; or (ii) in entities whose financial or other interests would reasonably appear to be affected by such activities.

- One or more objective persons (1) reviews the potential conflict of interest; (2) determines whether a potential (appearance of) or real conflict of interest exists; and (3) Establishes what conditions, or restrictions, should be imposed to eliminate the conflict of interest.
 - This information is conveyed to the Responsible Representative for the organization who is designated to act on behalf of the applicable CMS award.
- Prior to expending funds under a new CMS award, the Responsible Representative must inform the applicable CMS Grants Management Specialist and Project Officer of any real or potential conflict of interest. The report must detail Recipient's plan to eliminate the conflict prior to spending CMS funding on the activities in question.
 - Require that similar reports for subsequently identified conflicts be made within 30 days of identifying them. Funding for those specific activities should cease until the aforementioned steps are completed.
 - Require that continual updates be made for any real or potential conflicts of interest not fully resolved. Recipient must make additional information available to the CMS Grants Management Specialist and Project Officer, upon request, as to how it is handling (or had handled) the real or potential conflict of interest.
 - Recipients must maintain records of all disclosures and of all actions taken to resolve conflicts of interest for at least three years beyond the termination or completion of the grant to which they relate, or until the resolution of any CMS action involving those records, whichever is longer.
 - The Recipient's policy must include adequate enforcement mechanisms, and provide for sanctions where appropriate.

Recipient may resolve such conflicts of interest through one or more of the following options outlined below. This is not an exhaustive list and Recipient may pursue other remedies.

- Modification of approved project to remove potential or real conflict of interest.
- Termination of agreement or other services that create potential or real conflict of interest.
- Removal of individuals with potential or real conflict of interest.
- Severance of relationships that create potential or real conflicts of interest.
- Divestiture of significant financial interests.

Recipient must ensure that CMS award funds are administered in accordance with conflict of interest policies that meet, at a minimum, the standards outlined above, inclusive of pass-through entities, subrecipients, contractors, or collaborators. Each entity must have its own policies in place that meet these requirements or mandate that the Principal Investigators/Project Directors (PI/PD) working for such entities follow those of the Recipient.

Procurement:

The Recipient must also maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts in accordance with **§75.327 General procurement standards**. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest.

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Attachment F

Award Term and Conditions for Recipient Integrity and Performance Matters

REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. If one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to this requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised

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Accessibility Provisions

CMS and its grantees are responsible for complying with federal laws regarding accessibility. The grantee may receive a request from a beneficiary or member of the public for materials in accessible formats. All successful applicants under this announcement must comply with the following reporting and review activities regarding accessible format requests:

Accessibility Requirements:

1. **Public Notification:** If you have a public facing website, you shall post a message no later than **30** business days after award that notifies your customers of their right to receive an accessible format. Sample language may be found at: <https://www.medicare.gov/about-us/nondiscrimination/nondiscrimination-notice.html>. Your notice shall be crafted applicable to your program.
2. **Processing Requests Made by Individuals with Disabilities:**
 - a. **Documents:**
 - i. When receiving a request for information in an alternate format (e.g., Braille, Large print, etc.) from a beneficiary or member of the public, you must:
 1. Consider/evaluate the request according to civil rights laws.
 2. Acknowledge receipt of the request and explain your process within **2** business days.
 3. Establish a mechanism to provide the request.
 - ii. If you are unable to fulfill an accessible format request, CMS may work with you in an effort to provide the accessible format. You shall refer the request to CMS within **3** business days if unable to provide the request. You shall submit the request, using encrypted e-mail (to safeguard any personally identifiable information), to the AltFormatRequest@cms.hhs.gov mailbox with the following information:
 1. The e-mail title shall read “Grantee (Organization) Alternate Format Document Request.”
 2. The body of the e-mail shall include:
 - a. Requester’s name, phone number, e-mail, and mailing address.
 - b. The type of accessible format requested, e.g., audio recording on compact disc (CD), written document in Braille, written document in large print, document in a format that is read by qualified readers, etc.

- c. Contact information for the person submitting the e-mail – Organization (Grantee), name, phone number and e-mail.
 - d. The document that needs to be put into an accessible format shall be attached to the e-mail.
 - e. CMS may respond to the request and provide the information directly to the requester.
 - iii. The Grantee shall maintain record of all alternate format requests received including the requestor’s name, contact information, date of request, document requested, format requested, date of acknowledgment, date request provided, and date referred to CMS if applicable. Forward quarterly records to the AltFormatRequest@cms.hhs.gov mailbox.
- b. Services
- i. When receiving request for an accessibility service (e.g., sign language interpreter) from a beneficiary or member of the public, you must:
 - 1. Consider/evaluate the request according to civil rights laws.
 - 2. Acknowledge receipt of the request and explain your process within 2 business days.
 - 3. Establish a mechanism to provide the request.
 - ii. If you are unable to fulfill an accessible service request, CMS may work with you in an effort to provide the accessible service. You shall refer the request to CMS within 3 business days if unable to provide the service. You shall submit the request, using encrypted e-mail (to safeguard any personally identifiable information), to the AltFormatRequest@cms.hhs.gov mailbox with the following information:
 - 1. The e-mail title shall read “Grantee (Organization) Accessible Service Request.”
 - 2. The body of the e–mail shall include:
 - a. Requester’s name, phone number, e-mail, and mailing address.
 - b. The type of service requested (e.g., sign language interpreter and the type of sign language needed).
 - c. The date, time, address and duration of the needed service.
 - d. A description of the venue for which the service is needed (e.g., public education seminar, one-on-one interview, etc.)
 - e. Contact information for the person submitting the e-mail – Organization (Grantee), name, phone number and e-mail.
 - f. Any applicable documents shall be attached to the e-mail.
 - g. CMS will respond to the request and respond directly to the requester.
 - iii. The Grantee shall maintain record of all accessible service requests received including the requestor’s name, contact information, date of request, service requested, date of acknowledgment, date service provided, and date referred to CMS if applicable. Forward quarterly records to the AltFormatRequest@cms.hhs.gov mailbox.

3. Processing Requests Made by Individuals with Limited English Proficiency (LEP):
 - a. Documents:
 - i. When receiving a request for information in a language other than English from a beneficiary or member of the public, you must:
 1. Consider/evaluate the request according to civil rights laws.
 2. Acknowledge receipt of the request and explain your process within 2 business days.
 3. Establish a mechanism to provide the request as applicable.
 - ii. If you are unable to fulfill an alternate language format request, CMS may work with you in an effort to provide the alternate language format as funding and resources allow. You shall refer the request to CMS within 3 business days if unable to provide the request. You shall submit the request, using encrypted e-mail (to safeguard any personally identifiable information), to the AltFormatRequest@cms.hhs.gov mailbox with the following information:
 1. The e-mail title shall read “Grantee (Organization) Alternate Language Document Request.”
 2. The body of the e-mail shall include:
 - a. Requester’s name, phone number, e-mail, and mailing address.
 - b. The language requested.
 - c. Contact information for the person submitting the e-mail – Organization (Grantee), name, phone number and e-mail.
 - d. The document that needs to be translated shall be attached to the e-mail.
 - e. CMS may respond to the request and provide the information directly to the requester.
 - iii. The Grantee shall maintain record of all alternate language requests received including the requestor’s name, contact information, date of request, document requested, language requested, date of acknowledgment, date request provided, and date referred to CMS if applicable. Forward quarterly records to the AltFormatRequest@cms.hhs.gov mailbox.
 - b. Services
 - i. When receiving request for an alternate language service (e.g., oral language interpreter) from a beneficiary or member of the public, you must:
 1. Consider/evaluate the request according to civil rights laws.
 2. Acknowledge receipt of the request and explain your process within 2 business days.
 3. Establish a mechanism to provide the request as applicable.
 - ii. If you are unable to fulfill an alternate language service request, CMS may work with you in an effort to provide the alternate language service as funding and resources allow. You shall refer the request to CMS within 3 business days if unable to provide the service. You shall submit the request, using encrypted e-mail (to safeguard any personally identifiable

information), to the AltFormatRequest@cms.hhs.gov mailbox with the following information:

1. The e-mail title shall read “Grantee (Organization) Accessible Service Request.”
2. The body of the e-mail shall include:
 - a. Requester’s name, phone number, e-mail, and mailing address.
 - b. The language requested.
 - c. The date, time, address and duration of the needed service.
 - d. A description of the venue for which the service is needed (e.g., public education seminar, one-on-one interview, etc.)
 - e. Contact information for the person submitting the e-mail – Organization (Grantee), name, phone number and e-mail.
 - f. Any applicable documents shall be attached to the e-mail.
 - g. CMS will respond to the request and respond directly to the requester.
- iii. The Grantee shall maintain record of all alternate language service requests received including the requestor’s name, contact information, date of request, language requested, service requested, date of acknowledgment, date service provided, and date referred to CMS if applicable. Forward quarterly records to the AltFormatRequest@cms.hhs.gov mailbox.

Please contact the CMS Office of Equal Opportunity and Civil Rights for more information about accessibility reporting obligations at AltFormatRequest@cms.hhs.gov.

**Cooperative Agreement to Support Navigators in Federally-facilitated and State
Partnership Marketplaces
Centers for Medicare & Medicaid Services
Program Terms and Conditions
Attachment H**

- 1. The HHS/CMS Center for Consumer Information and Insurance Oversight (CCIIO) Program Official.** The Program Official assigned with responsibility for technical and programmatic questions from the Recipient is Gian Johnson (email is Gian.Johnson@cms.hhs.gov and telephone is 301-492-4323).
- 2. The CMS Grants Management Specialist.** The Grants Management Specialist assigned with responsibility for the financial and administrative aspects (non-programmatic areas) of cooperative agreement administration questions from the Recipient is Christopher Clark in the Division of Grants Management (email is Christopher.Clark@cms.hhs.gov and telephone is 301-492-4319).
- 3. Statutory Authority.** This award is issued under the authority of Section 1311(i) (42 USC 18031(i)) of the Affordable Care Act. By receiving funds under this award, the Recipient assures CMS that it will carry out the program as authorized in accordance with all applicable statutory and regulatory requirements and CMS's guidance interpreting those statutory and regulatory requirements, and will comply with the terms and conditions and other requirements of this award.
- 4. Project and Budget Period.** The project period for the Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Marketplaces is September 2, 2015 through September 1, 2018.

This Notice of Award includes funding for the second 12-month budget period, September 2, 2016 through September 1, 2017. Future funding for year three under this program will be issued through annual non-competing continuation awards conditional upon timely submission of the non-competing continuation application, strong performance during the previous budget period(s), funding availability, and the grantee's ability to continue meeting all eligibility requirements laid out in the FOA, including continuing to serve in a state(s) with a FFM, including a State Partnership Marketplace.

Strong performance during the previous budget period(s) will be measured by looking at a) the grantee's ability to meet the performance metrics laid out in their non-competing continuation application, b) the quality and timeliness of weekly, monthly, and quarterly

report submission, c) the grantee’s compliance with the terms and conditions outlined in this document, including compliance with all applicable statutory and regulatory requirements, and d) the grantee’s ability to communicate with and respond in a timely manner to requests from their project officer throughout the project period.

To receive funding for the third and final budget period, Recipient must request a non-competing continuation award in accordance with Program Term & Condition #5 below. If approved, Recipient will receive funding via a third budget period of 12 months.

Award of these second year funds offers no guarantee, explicit or implied, that in a subsequent year Federal funds will be made available for the program. Even if funds are made available, CMS reserves the right to reduce those funds or terminate the grant based on Recipient’s performance.

- 5. **Non-Competing Continuation Application.** A non-competing continuation application is a financial assistance request (in the form of an application or performance/progress report) for a subsequent budget period within a previously approved project period for which a recipient does not have to compete with other applicants. Approval of this application will allow the grantee to continue implementing their project plan and to receive their next 12-month increment of funding. Non-competing continuation applications should be submitted no later than 90 days before the end of the current budget period.

For this grant award see below dates:

<i>Second Budget Period</i>	<i>Non-Competing Continuation Application Due Date</i>
September 2, 2016 – September 1, 2017	Due no later than 90 days before September 1, 2017 <i>Due by:</i> June 2, 2017

- 6. **Management Review/Audit.** The funding authorized by this award is paid subject to any periodic future financial management review or audit.
- 7. **Personnel Changes.** Recipient is required to notify the Project Officer and the CMS Grants Management Specialist at least thirty (30) days before any personnel changes affecting the award’s Authorized Organizational Representative, Project Director, Assistant Project Director, as well as any named Key Contractor staff.
- 8. **Cooperative Agreement Roles and Responsibilities.** Under each Cooperative Agreement, HHS’ purpose is to support and stimulate the recipient's activities by involvement in, and

otherwise working jointly with, the award recipient in a partnership role. To facilitate appropriate involvement during the period of this Cooperative Agreement, HHS and the Recipient will be in contact at least once a month, and more frequently when appropriate.

Cooperative Agreement Roles and Responsibilities are as follows:

Department of Health and Human Services

HHS will have substantial involvement in program awards, as outlined below:

- Technical Assistance – HHS will host opportunities for training and/or networking, including conference calls and other vehicles.
- Collaboration – To facilitate compliance with the terms of the Cooperative Agreement and to support Recipient more effectively, HHS will actively coordinate with other relevant Federal Agencies including but not limited to the Indian Health Service, the Internal Revenue Service, the Department of Homeland Security, the Administration for Children and Families, and the Social Security Administration.
- Program Evaluation – HHS will work with Recipient to implement lessons learned to continuously improve this program and the nation-wide implementation of Marketplace Navigator Programs.
- Project Officers and Monitoring – HHS will assign specific Project Officers to each Cooperative Agreement award to support and monitor Recipient throughout the period of performance. HHS Grants Management Officers, Grants Management Specialists, and Project Officers will monitor, on a regular basis, progress of each recipient. This monitoring may be by phone, document review, on-site visit, other meeting and by other appropriate means, such as reviewing program progress reports and Federal Financial Reports (FFR or SF-425). This monitoring will be to determine compliance with programmatic and financial requirements.

Recipient

Recipient and assigned points of contact retain the primary responsibility and dominant role for planning, directing and executing the proposed project as outlined in the terms and conditions of the Cooperative Agreement and with substantial HHS involvement. Recipient shall engage in the following activities:

- State and Marketplace Requirements – comply with applicable state law and all applicable current and future requirements of the Marketplace, including all applicable statutory provisions, and all applicable requirements issued through rulemaking and guidance specified and approved by the Secretary of HHS.
- Collaboration and Sharing – collaborate with the critical stakeholders listed in the Funding Opportunity Announcement and the HHS team, including the assigned Project Officer. A Recipient serving Consumers in a State that is engaging actively with the federal government in the operation of certain aspects of the FFM in a State Partnership Marketplace may also be required to collaborate with any State agency

helping to oversee the day-to-day management of the Navigator program. Notice will be provided to Navigators serving Consumers in these States by their CMS project officer. In addition, recipients should ensure that their information is accurate and up to date on Find Local Help on healthcare.gov.

- Reporting – comply with all reporting requirements outlined in this document and the Funding Opportunity Announcement to ensure the timely release of funds.
- Program Evaluation – cooperate with HHS-directed national program evaluations.
- Participate in technical assistance venues as appropriate.
- Program Standards – comply with all applicable current and future Marketplace and Marketplace Navigator standards, as detailed in statute, regulations, guidance, and this document.

9. Navigator Oversight and Monitoring.

- a. Recipient shall establish processes to monitor program activities for compliance with statutory, regulatory and grant requirements, including but not limited to compliance with the privacy and security requirements set forth in Attachments H,I, J, and K.
- b. Recipient is required to report to CMS any instance of suspected fraud, misconduct or non-compliance with statutory, regulatory or grant requirements on the part of staff or the organization as a whole.
- c. Recipient should make contact information for the HHS OIG available to Consumers and to Recipient staff. For example, this could be done by posting this information in a public space or by including in educational materials distributed by Recipient.

10. Navigator Training Requirements.

As discussed in the *CMS Enrollment Assister Bulletin: 2016-01* published June 28, 2016, CMS regulations require all Navigators in Federally-facilitated Marketplaces (including State Partnership Marketplaces) to complete HHS-approved training and complete and achieve a passing score on all approved certification examinations before being certified and carrying out any Navigator duties, and to obtain continuing education and be certified and/or recertified on at least an annual basis. Navigators must also meet any licensing, certification, or other standards prescribed by the State, if applicable, so long as such standards do not prevent the application of the provisions of title I of the Affordable Care Act.

Individuals may not hold themselves out as Navigators or perform Navigator duties under this cooperative agreement unless they are affiliated with a current CMS Navigator grantee and have a current certification that accurately reflects that affiliation, or they are themselves certified as a current CMS Navigator grantee.

CMS released the 2017 Navigator training curriculum on July 11, 2016 and all Navigators performing Navigator duties for an organization under this cooperative agreement award should comply with the policies set forth in Bulletin 2016-01.

Recipients should take particular note of the following policies in Bulletin 2016-01:

- Staff and volunteers of CMS Navigator grantee organizations who have not yet been certified, or who were decertified, will have to complete the entire 2017 FFM Navigator training in order to become certified to carry out Navigator functions.
- Staff and volunteers of CMS Navigator grantee organizations who completed Navigator training during the 2015-2016 grant period will need to successfully complete either the entire 2017 Navigator training or the 2017 Navigator recertification training, depending on specific factors, as explained below, and then be certified or recertified by CMS:
 - Navigators who were certified during the 2015-2016 budget period under an award for the 2015-2018 Navigator grant project period, who were not decertified, and who will still be affiliated with the same CMS Navigator grantee organization with which they were affiliated when they were certified in 2015-2016, will be able to recertify by taking an abbreviated 2017 Navigator recertification training in order to perform Navigator functions for their affiliated organization during the 2016-2017 budget period under the 2015-2018 grants.
 - Navigators who were certified during the 2015-2016 budget period under an award for the 2015-2018 Navigator grant project period, but who are now affiliated with a CMS Navigator grantee organization different from the one with which they were affiliated when they were certified in 2015-2016, should successfully complete the entire 2017 FFM Navigator training in order to become recertified to carry out any Navigator functions with the new CMS Navigator grantee organization.
 - We remind all CMS Navigator grantees that new staff must not carry out any Navigator duties until they have been trained and are certified.

11. Required Cooperative Agreement Programmatic Reporting.

a. Weekly and Monthly Progress Reports

All Navigator grantees must provide required weekly and monthly reports. The reports will be submitted electronically in a form prescribed by CMS. These reports will outline how cooperative agreement funds were used, describe program progress, describe any barriers encountered including how any potential conflicts of interest were mitigated and process for handling non-compliant staff or volunteers, describe how the program ensured access to culturally and linguistically appropriate services, and detail measurable outcomes to include how many Consumers were served. CMS will provide the format for program reporting and the technical assistance necessary to complete program reporting requirements. At each stage, CCIIO staff will evaluate reports and provide feedback to recipients. CMS reserves the right to require the Recipient to provide additional details and clarification on the content of these reports, however, under no circumstances should the Personally Identifiable Information (PII) (as defined in Attachment J) of Consumers (as defined in Attachment J) be included in such reports.

b. Quarterly Progress Reports

Recipient is required to submit quarterly Progress Reports to the HHS Grants Management Specialist and to the Recipient's CMS Project Officer based upon the timeline outlined below. CMS reserves the right to require the Recipient to provide additional details and clarification on the content of these reports, however, under no circumstances should the Personally Identifiable Information (PII) (as defined in Attachment J) of Consumers (as defined in Attachment J) be included in such reports. Reports are due as follows:

Period of Performance: September 2, 2016 through December 31, 2016

Due: January 30, 2017

Period of Performance: January 1, 2017 through March 31, 2017

Due: April 28, 2017

Period of Performance: April 1, 2017 through June 30, 2017

Due: July 31, 2017

Period of Performance: July 1, 2017 through September 1, 2017

Due: October 3, 2017

c. Annual Report—Year 2 Project Period

Period of Performance: September 2, 2016- September 1, 2017. The Annual Report should be cumulative and report on work performed throughout the second 12 months of

the project period. This report is due no later than 30 days after the end of the second 12 month project period. Under no circumstances should PII (as defined in Attachment J) of Consumers (as defined in Attachment J) be included in this report.

Due: Tuesday, October 3, 2017

d. Final Report

Period of Performance: September 2, 2015- September 1, 2018. The Final Report should be cumulative and report on work performed throughout the entire 36 month project period. This report is due no later than 90 days after the end of the 36 month project period (or 90 days after the official termination or withdrawal date of the award if applicable). The final report will contain a disclaimer that the opinions expressed are those of the Recipient and do not necessarily reflect the official views of HHS or any of its agencies. The final progress report may not be released or published without permission from the CMS Project Officer within the first four (4) months following the receipt of the report by the CMS Project Officer.

Due: Friday, November 30, 2018

12. Required Financial Reports. The Federal Financial Report (FFR or Standard Form 425) has replaced the SF-269, SF-269A, SF-272, and SF-272A financial reporting forms. Recipient must utilize the FFR to report cash transaction data, expenditures, and any program income generated (if applicable for the program).

Quarterly Federal Financial Reports (FFRs)

Recipient must report on a quarterly basis cash transaction data via two separate systems: the Payment Management System (PMS) and GrantSolutions. Please see below for more information.

Payment Management System (PMS): The FFR, containing quarterly cash transaction data, is due within 30 days after the end of each quarter. The quarterly reporting due dates are as follows: 10/30, 1/30, 4/30, 7/30. A Quick Reference Guide for completing the FFR in PMS is at: www.dpm.psc.gov/grant_recipient/guides_forms/ffr_quick_reference.aspx. Recipient will not be able to drawdown funds without submission of timely FFRs to PMS. Please note that the first report to PMS will reflect activity from September 2, 2016 to September 30, 2017 (with a due date to submit of October 30th). If no activity occurs, a quarterly FFR for this time period must still be submitted (reflecting no drawdown activity).

GrantSolutions: Recipient must also submit a quarterly FFR to GrantSolutions (<https://www.grantsolutions.gov>). This report must mirror the FFR completed in PMS.

FFRs submitted to GrantSolutions become part of the official grant file and will be accessible to CMS staff, auditors, and other officials to ensure compliance with grant requirements. Please note that the first quarterly report to GrantSolutions will reflect activity from September 2, 2016 to December 31, 2017 (with a due date to submit of January 30th).

Annual and Final Federal Financial Reports (FFRs) – GrantSolutions

In addition to submitting quarterly FFRs to PMS and GrantSolutions, Recipients must also provide two annual FFRs and one final FFR. The annual and final FFRs must include annual and final expenditures information (through completion of lines 10d through 10h of the FFR).

Each year, Recipient will submit three quarterly FFRs and one annual FFR to GrantSolutions (until the final year when three quarterly FFRs and a final FFR are submitted). These forms must be completed online via the GrantSolutions.gov FFR module. Recipient must include information on indirect costs if approved as part of grant award. The annual FFR is due 90 days after the budget period ending date. The final FFR is due 90 days after the project period end date (or 90 days after the official termination or withdrawal date of the award if applicable).

Following award, additional guidance on submitting the quarterly, annual, and final FFRs to GrantSolutions will be distributed to each Recipient via Grant Notes in GrantSolutions.

Recipient shall liquidate all obligations incurred under the award not later than 90 days after the end of the 36 month project period (or 90 days after the official termination or withdrawal date of the award if applicable) and before the final FFR submission. It is Recipient’s responsibility to reconcile reports submitted to PMS and to CMS. Failure to reconcile final reports in a timely manner may result in canceled funds.

For additional guidance, please contact your Grants Management Specialist, Christopher Clark at Christopher.Clark@cms.hhs.gov.

Payment under this award will be made by the Department of Health and Human Services, Payment Management System administered by the Division of Payment Management (DPM), Program Support Center. Draw these funds against the Recipient account that has been established for this purpose. Inquiries regarding payment should be directed to:

**Director, Division of Payment Management
Telephone Number 1-877-614-5533
P. O. Box 6021**

Rockville, Maryland 20852

13. Prohibited Uses of Funds. No cooperative agreement funds awarded under this grant award may be used for any item listed under the Prohibited Uses of Grant Funds as detailed below:

- To cover the costs to provide direct health care services to individuals.
- To match any other Federal funds.
- To provide services, equipment, or supports that are the legal responsibility of another party under Federal or State law (such as vocational rehabilitation or education services) or under any civil rights laws. Such legal responsibilities include, but are not limited to, modifications of a workplace or other reasonable accommodations that are a specific obligation of the employer or other party.
- To supplant existing State, local, or private funding of infrastructure or services such as staff salaries, etc.
- To supplant funds provided under Funding Opportunity Announcement number CA-NAV-13-001, entitled “PPHF — 2013 — Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Exchanges” or under Funding Opportunity Announcement number CA-NAV-14-002, entitled “Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Marketplaces,” or under CA-NAV-15-001, entitled “Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Marketplaces.”
- To cover any pre-award costs.
- To carry out any functions already funded by HHS, including through federal Marketplace Establishment grants under section 1311(a) of the Affordable Care Act or through federal Consumer Assistance Program grants under section 2793 of the Public Health Service Act, including to make payments to recipients of funds provided to states under those authorities for activities that are funded under those authorities.
- To assist persons residing in a State with a State-based Marketplace (See Section VIII. 2, *State Reference List* of the Funding Opportunity Announcement) or in a State the Navigator does not serve. Federally-Facilitated Marketplace/State Partnership Marketplace Navigators may provide these persons with basic information about Marketplaces, but should refer them to Navigators, the Marketplace Call Center, and other resources within the State where the consumer resides for more in-depth assistance.
- To expend funds related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any state government, state legislature or

local legislature or legislative body. Recipient may lobby at its own expense if it can segregate federal funds from other financial resources used for that purpose.

- To fund staff retreats or promotional giveaways.
- To purchase gifts or gift cards, or promotional items that market or promote the products or services of a third party, that would be provided to any applicant or potential enrollee.

14. Promotional Items and Advertising. Costs of promotional items and memorabilia, including models, gifts, souvenirs, buttons, imprinted clothing, and other mementos are unallowable. Moreover, organizations may not use cooperative agreement funds to cover the costs of promotional material, motion pictures, videotapes, handouts, magazines, and other media that are designed to call favorable attention or designed solely to promote the institution and its activities.

In accordance with 45 CFR 155.210(d)(7), Navigators are prohibited from using cooperative agreement funds to purchase gifts, gift cards, or promotional items that market or promote the products or services of a third party, that would be provided to any applicant or potential enrollee. Recipients must also comply with the requirements and limitations at 45 CFR 155.210(d)(6) that apply to gifts (including gift items, gift cards, cash cards, cash, and promotional items that market or promote the products or services of a third party) provided to applicants or potential enrollees that are not acquired using cooperative agreement funds.

15. Conflicts of Interest. Recipient should comply with the CMS Conflict of Interest Policy included in Attachment E.

In addition, in accordance with 45 C.F.R. § 155.215(a)(1)(ii), all recipients must provide a written plan to remain free of disqualifying conflicts of interest and to disclose to CMS, as operator of the FFM or State Partnership Marketplace, certain non-disqualifying conflicts of interest as specified in 45 C.F.R. § 155.215(a)(1)(iv). **Recipients must provide this information within 30 days of the project start date.**

16. Scope of Navigator Services. Recipient should not provide services beyond the scope of its approved project work plan during Navigator work hours or while using Navigator funds. This includes, but is not limited to, selling other insurance products or recruiting volunteers for non-Navigator related activities.

17. Privacy and Security Compliance.

Definitions. Capitalized terms not otherwise specifically defined in this specific term and condition shall have the meaning set forth in Attachment J.

Recipient hereby acknowledges and agrees to accept and abide by the standards and implementation specifications set forth in this Attachment and in Attachments I (“Privacy and Security Standards for Navigator Grant Recipients”) when engaging in any Navigator Authorized Functions as defined below. Recipient is thereby bound to strictly adhere to the privacy and security standards, and to ensure that its Workforce that creates, collects, accesses, stores, maintains, discloses, or uses PII, is contractually bound to strictly adhere to those standards and implementation specifications.

Navigator Authorized Functions. Recipient may create, collect, handle, disclose, access, maintain, store, and/or use PII of Consumers, only to perform:

- a. the required duties described in section 1311(i)(3) of the Affordable Care Act, 45 CFR 155.210 and 155.215, and the Cooperative Agreement to Support Navigators in Federally-Facilitated and State Partnership Marketplaces Funding Opportunity Announcement (“Navigator FOA”), as well as in Recipient’s approved work and project plans;
- b. functions related to carrying out additional obligations as may be required under applicable state law or regulation, provided that (1) such a state requirement does not prevent the application of the provisions of title I of the Affordable Care Act within the meaning of section 1321(d) of the Affordable Care Act, and (2) Recipient notifies Consumers, in advance, in writing, that creation, collection, handling, disclosure, access maintenance, storage, and/or use of their PII might be required under applicable state law or regulations. Recipient should provide the required notification through the authorization obtained in accordance with 45 CFR 155.210(e)(6); and
- c. other functions authorized under 45 CFR 155.210 and 155.215, and such other functions that may be approved by CMS in writing from time to time.

The required duties that are most likely to involve the creation, collection, handling, disclosure, access, maintenance, storage and/or use of PII of Consumers include the following:

- Provide information and services in a fair, accurate, and impartial manner, which includes: providing information that assists consumers with submitting the eligibility application; clarifying the distinctions among health coverage options, including QHPs; and helping consumers make informed decisions during the health coverage selection process. Such information must acknowledge other health programs;
- Facilitate selection of a QHP;
- Provide referrals to any applicable office of health insurance consumer assistance or health insurance ombudsman established under Section 2793 of the PHS 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;

- Provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served by the Marketplace, 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;
- Comply with the authorization requirements set forth in 45 CFR 155.210(e)(6) and summarized below; and
- Provide information to Consumers about the full range of QHP options and insurance affordability programs for which they are eligible, in accordance with 155.215(a)(1)(iii).

Other Required Duties: Recipient must also maintain expertise in eligibility, enrollment, and program specifications and conduct public education activities to raise awareness about the Marketplace; however, it is not expected or required that Recipient create, collect, handle, disclose, access, maintain, store and/or use PII of Consumers for this function. To the extent that Recipient does so, it must comply with all of the provisions of this specific term and condition, as well as Attachments H and I that apply to Recipient's activities.

PII Received. Subject to these terms and conditions of this Notice of Award and applicable laws, in performing the tasks contemplated under this award, Recipient may create, collect, disclose, access, maintain, store, and/or use the following data and PII from Consumers:

Access to or enrollment in employer or other health coverage

American Indian/Alaska Native status

APTC percentage and amount applied

Auto disenrollment information

Applicant Name

Applicant Address

Applicant Birthdate

Applicant Telephone number

Applicant Email

Applicant spoken and written language preference

Applicant Medicaid Eligibility indicator, start and end dates

Applicant Children's Health Insurance Program eligibility indicator, start and end dates

Applicant QHP eligibility indicator, start and end dates

Applicant APTC percentage and amount applied eligibility indicator, start and end dates

Applicant household income

Applicant Maximum APTC amount
Applicant Cost-sharing Reduction (CSR) eligibility indicator, start and end dates
Applicant CSR level
Applicant QHP eligibility status change
Applicant APTC eligibility status change
Applicant CSR eligibility status change
Applicant Initial or Annual Open Enrollment Indicator, start and end dates
Applicant Special Enrollment Period eligibility indicator and reason code
Citizenship status
Contact Name
Contact Address
Contact Birthdate
Contact Telephone number
Contact Email
Contact spoken and written language preference
Enrollment group history (past six months)
Enrollment type period
FFE Applicant ID
FFE Member ID
Gender
Immigration document type and document numbers
Issuer Member ID
Membership in a Federally recognized tribe
Net premium amount
Premium Amount, start and end dates
Pregnancy indicator
Race/ethnicity
Sex
Special enrollment period reason
Subscriber Indicator and relationship to subscriber
Social Security Number
Tax filing status (tax filer, tax dependent, non-filer)
Tobacco use indicator and last date of tobacco

Storing PII. To the extent that Recipient maintains or stores PII, it must agree to comply with all provisions of these terms and conditions that apply to the maintenance or storage of PII.

Privacy and Security Obligations of Recipient. As a condition of this grant, Recipient will implement and comply with all Marketplace privacy and security standards set forth in these terms and conditions.

Authorization Requirement. Prior to creating, collecting, handling, disclosing, accessing, maintaining, storing, and/or using any PII from Consumers, Recipient must obtain the authorization required under 45 CFR 155.210(e)(6), to ensure that Consumers:

- are informed of the functions and responsibilities of Navigators;
- provide authorization in a form and manner as determined by CMS prior to a Navigator's obtaining access to their PII, and that the Navigator maintains a record of the authorization provided in a form and manner as determined by CMS, for no less than six years, unless a different and longer retention period has already been provided under other applicable Federal law; and
- may revoke this authorization at any time .

A model template authorization form developed by CMS will be provided separately to all Recipients for their optional use.

This authorization is separate and distinct from any informed consent obtained pursuant to section 2(b) of Attachment I of this Agreement. Recipient should ensure that a record of the authorization provided is maintained in a manner consistent with the privacy and security standards set forth in Attachment H and I.

Collection of PII. Except for collections, uses or disclosures that are specifically authorized by Consumers in accordance with Section 2(b) of Attachment I, PII collected from Consumers may be used only for the Navigator Authorized Functions specified in this term and condition.

Ability of Consumer to Limit Collection and Use. Recipient agrees to allow the Consumer to limit the Recipient's creation, collection, use, maintenance, storage, and disclosure of their PII to the sole purpose of obtaining Recipient's assistance for Federally-facilitated Marketplace purposes, and for performing Navigator Authorized Functions specified in this term and condition.

Applicability to Workforce. Recipient must impose the same standards described in this specific term and condition and in Attachments H and I on all Workforce members working with the Recipient on this grant program.

Survival. Recipient covenants and agrees to destroy all PII of Consumers in its possession at the end of the record retention period required under this specific term and condition and Attachments H and I. Recipient's duty to protect and maintain the privacy and security of PII, as provided for in accordance with this specific term and condition, and Attachments H and I, shall continue in full force and effect until such PII is destroyed and shall survive the termination or withdrawal of the Navigator Recipient and/or expiration of this award.

- 18. Sub-Recipients' Compliance with Privacy and Security Requirements.** Any and all Sub-Recipients are also required to adhere to all privacy and security requirements under Attachment H and I.
- 19. State Exchange Model.** If the State in which Recipient is serving transitions from a Federally-facilitated or State Partnership Marketplace to a State-Based Marketplace prior to the end of the grant period, the cooperative agreement will end and any unused funds will revert to the federal government. The transition planning process provided for by 45 CFR §155.106 will include a process for ending this cooperative agreement.
- 20. Data.** Any data provided to CMS will be used only to assess Recipient's performance of its obligations and rights under this cooperative agreement program. Recipient has an obligation to collect and secure aggregate data for the submission of quarterly and annual progress reports to CMS. PII, as defined in Attachment J, of Consumers is not expected or required to be maintained or stored by Navigators in order to complete these reports. In addition, in no circumstance should PII, as defined in Attachment J of Consumers be reported to CMS in these reports. All proprietary information and technology of Recipient are and shall remain the sole property of the Recipient.
- 21. PII Authorization.** Recipient may not create, collect, handle, disclose, access, maintain, store, and/or use the PII (as defined in Attachment J) of any Consumers until it has drawn down funds and accepted the terms and conditions of this award.

**Cooperative Agreement to Support Navigators in Federally-facilitated and State
Partnership Marketplaces
Centers for Medicare & Medicaid Services
Program Terms and Conditions
Attachment I**

PRIVACY AND SECURITY STANDARDS FOR NAVIGATOR GRANT RECIPIENTS

These standards and implementation specifications are established in accordance with Section 1411(g) of the Affordable Care Act (42 U.S.C. § 18081(g)) and 45 CFR 155.260. As used in this Attachment, all terms used herein carry the meanings assigned in Attachment J of the Notice of Award.

Navigator Grant Recipient (“Recipient”), and any members of Recipient’s Workforce who are certified by CMS to carry out Navigator duties, or who otherwise have access to the PII of consumers who seek the Recipient’s assistance, must adhere to the following privacy and security standards and implementation specifications in performing the Navigator Authorized Functions defined in Attachment H of the Notice of Award.

(1) Privacy Notice Statement. Prior to collecting PII or other information from Consumers for the purpose of fulfilling a Navigator Authorized Function, Recipient must provide Consumers with a privacy notice statement. The privacy notice statement must be in writing and must be provided on, or simultaneously with, any electronic and/or paper form the Recipient will use to gather and/or request PII or other information from Consumers. The privacy notice statement must also be prominently and conspicuously displayed on the Recipient’s public facing Web site, if applicable, if the Recipient will gather or request PII or other Consumer information through that Web site.

a. Privacy Notice Statement Requirements.

- i. The privacy notice statement must be written in plain language and, to the extent possible, provided in a manner that is accessible and timely to people living with disabilities and with limited English proficiency.
- ii. The statement must contain at a minimum the following information:
 1. A description of the information to be collected;
 2. The purpose for which the information is being collected;
 3. The intended use(s) of the information;
 4. To whom the information may be disclosed, for what purposes, and how a record of any disclosures may be requested from the Recipient;

5. What, if any, notice or opportunities for consent will be provided regarding the collection, use or disclosure of the information;
 6. How the information will be secured;
 7. Whether the request to collect information is voluntary or mandatory under the applicable law;
 8. Effects of non-disclosure if a Consumer chooses not to provide the requested information;
 9. Any rights the person may have under state or federal laws relevant to the protection of the privacy of an individual; and
 10. Information on how to file complaints with CMS and the Recipient related to the Recipient's activities in relation to the information.
- iii. The Recipient shall maintain its privacy notice statement content by reviewing and revising it as necessary on an annual basis, at a minimum, and before or as soon as possible after any change to its privacy policies and procedures.
- b. Notwithstanding the general requirement above to provide a written privacy notice statement prior to collecting PII or other information from Consumers, this provision does not require Recipients to provide a written privacy notice statement to Consumers prior to collecting a Consumer's name, physical address, e-mail address, or telephone number, so long as such information will be used solely for the purpose of making subsequent contact with the Consumer to conduct a Navigator Authorized Function or sending to the consumer educational information that is directly relevant to Navigator Authorized Functions. Nonetheless, with regard to such names, physical addresses, e-mail addresses, or telephone numbers, Recipients still must comply with all privacy and security standards and requirements outlined in the CMS Navigator Grant Terms and Conditions.

(2) Permissible Uses and Disclosures of PII. The Recipient and members of Recipient's Workforce who are certified by CMS to carry out Navigator duties may create, collect, disclose, access, maintain, store, and use PII from Consumers only for Navigator Authorized Functions identified in Attachment H, unless the Recipient obtains informed consent as described in Section 2(b) of this Attachment I.

a. Authorization:

- i. Prior to creating, collecting, disclosing, accessing, maintaining, storing, or using any Consumer PII to perform a Navigator Authorized Function, the Recipient must obtain the authorization required by 45 CFR

155.210(e)(6), This authorization is separate and distinct from the informed consent referenced in Section 2(b) below;

- ii. Recipients must maintain a record of the authorization provided for a period of no less than six (6) years, unless a different and longer retention period has already been provided under other applicable Federal law; and
- iii. Recipients must permit the Consumer to revoke the authorization at any time.

b. Informed Consent:

- i. Recipients must obtain informed consent from Consumers for any creation, collection, use or disclosure of information that is not authorized under these Terms and Conditions. Such informed consent must be in writing, signed by the consenting party, and subject to a right of revocation.
- ii. Recipients are prohibited from denying information or assistance to persons or entities that do not wish to grant consent for any creation, collection, use or disclosure of Consumer information that is not authorized under these Terms and Conditions.
- iii. Informed consent must:
 - 1. Be provided in specific terms and in plain language;
 - 2. Identify who will obtain access to the Consumer's information under the terms of the informed consent;
 - 3. Describe the purpose for which the informed consent is being obtained;
 - 4. Explain what information the Recipient will use or disclose to a specific recipient(s);
 - 5. Provide notice of a Consumer's ability to revoke the consent at any time; and
 - 6. Include an expiration date or event, unless effectively revoked in writing by the Consumer before that date or event.
- iv. Informed consent documents must be appropriately secured and retained for no less than six (6) years, unless a different and longer retention period has already been provided under other applicable Federal law.

(3) Limitations on creation, collection, disclosure, access, maintenance, storage, and use.

a. Permissible creation and use of PII.

Other than in accordance with the informed consent procedures outlined above, the Recipient shall only create, collect, disclose, access, maintain, store, or use PII it receives in its capacity as a Navigator Grant Recipient:

- i. In accordance with the privacy notice statement referenced in Section (1) above; and/or
- ii. In accordance with the Navigator Authorized Functions.

b. Prohibited requests for, collections, or uses of PII.

The Recipient shall not:

- i. request or require a social security number, information regarding citizenship, status as a national, or immigration status for any individual who is not seeking coverage for himself or herself on an application;
- ii. request information from or concerning any individual who is not seeking coverage for himself or herself, unless the information is necessary for the eligibility determination for enrollment in a Qualified Health Plan or Insurance Affordability Programs for those seeking coverage, or is required as part of a SHOP employer application under 45 C.F.R. §155.730. Such necessary information may include information on individuals who are in an individual's tax household or who live with an individual applying for coverage, including contact information, addresses, tax filing status, income and deductions, access to employer-sponsored coverage, familial or legal relationships, American Indian or Alaska Native status, or pregnancy status; or
- iii. use a Consumer's or any other individual's PII to discriminate against them, such as by refusing to assist individuals who have significant or complex health care needs.

c. Accounting for Disclosures. Except for those disclosures that are necessary to carry out Navigator Authorized Functions, Recipients that maintain and/or store PII shall maintain an accounting of any and all disclosures of PII. The accounting shall:

- i. Contain the date, nature, and purpose of such disclosures, and the name and address of the person or agency to whom the disclosure is made;
- ii. Be retained for at least six (6) years after the disclosure, or the life of the record, whichever is longer; and

- iii. Be available to CMS, or the Consumer who is the subject of the record, upon request.

(4) Safeguarding PII.

- a. Recipients must ensure that PII is protected with reasonable operational, administrative, technical, and physical safeguards to ensure its confidentiality, integrity, and availability and to prevent unauthorized or inappropriate access, use, or disclosure. Specifically, Recipient is required to establish and implement operational, technical, administrative and physical safeguards that are consistent with any applicable laws and ensure that:
 - i. PII is only used by or disclosed to those authorized to receive or view it;
 - ii. PII is protected against any reasonably anticipated threats or hazards to the confidentiality, integrity, and availability of such information;
 - iii. PII is protected against any reasonably anticipated uses or disclosures of such information that are not permitted or required by law; and
 - iv. PII is securely destroyed or disposed of in an appropriate and reasonable manner and in accordance with record retention requirements under the Terms and Conditions.
- b. Recipients must monitor, periodically assess, and update the security controls and related system risks to ensure the continued effectiveness of those controls.
- c. Recipients must develop and utilize secure electronic interfaces when transmitting PII electronically.

(5) Incident and Breach Reporting Requirements.

- a. Reporting. Recipients must implement and comply with Breach and Incident handling procedures that are consistent with CMS' Risk Management Handbook Standard 7.1 Incident Handling and Breach Notification¹⁰ and memorialized in the Recipient's own policies and procedures. Such policies and procedures must be in writing and:

¹⁰ Available at http://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Downloads/RMH_VIII_7-1_Incident_Handling_Standard.pdf

- i. Identify the Recipient's Designated Privacy Official, if applicable, and/or identify other personnel authorized and responsible for reporting and managing Incidents or Breaches to CMS;
 - ii. Address how to identify Incidents;
 - iii. Determine if personally identifiable information (PII) is involved in the Incidents;
 - iv. Require all members of Recipient's Workforce to report all potential Incidents or Breaches to Recipient;
 - v. Require reporting any Incident or Breach of PII to the CMS IT Service Desk by telephone at (410) 786-2580 or 1-800-562-1963 or via email notification at cms_it_service_desk@cms.hhs.gov within **one hour** of discovery of the Incident or Breach;
 - vi. Require the completion of the CMS Security Incident Report, a copy of which is attached hereto as Attachment K or a copy of which may be found at <http://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Info-Security-Library-Items/CMS1253654.html?DLPage=2&DLSort=0&DLSortDir=ascending>;
 - vii. Provide details regarding the identification, response, recovery, and follow-up of Incidents and Breaches; and
 - viii. Require the Recipient's Designated Privacy Official and/or other authorized personnel to be available to CMS upon request.
- b. Members of Recipient's Workforce must comply with Navigator Grantee Organization's Breach and Incident handling procedures.
 - c. Cooperation. Recipients must cooperate with CMS in resolving any Incident or Breach, including (if requested by CMS) the return or destruction of any PII; the provision of a formal response to an allegation of unauthorized PII use, reuse or disclosure; and/or the submission of a corrective action plan with steps designed to prevent any future unauthorized uses, reuses or disclosures.
- (6) Training and Awareness Requirements. The Recipient shall develop role-based training and awareness programs for members of its Workforce who are certified by CMS to carry out Navigator duties or who otherwise have access to the PII of consumers who seek the

Recipient's assistance. Recipient shall require such members of its Workforce to participate in such training and awareness programs. Specifically, the Recipient must require such members of its Workforce to successfully complete privacy and security training that is specifically tailored and relevant to their work duties and level of exposure to PII, and prior to when they assume responsibility for/have access to PII, and members of Recipient's Workforce must successfully complete such training prior to assuming responsibility for/having access to PII.

(7) Standard Operating Procedures Requirements. The Recipient shall incorporate the privacy and security standards and implementation specifications required under this Attachment I, where appropriate, in its standard operating procedures that are associated with the functions authorized under Navigator Terms and Conditions involving the creation, collection, disclosure, access, maintenance, storage, or use of PII. Members of Recipient's Workforce who are certified by CMS to carry out Navigator duties, or who otherwise have access to the PII of consumers who seek the Recipient's assistance, must comply with these standard operating procedures. The Recipient's standard operating procedures:

- a. Must be written in plain language and be available to all of the Recipient's Workforce;
- b. Must ensure the Recipient's cooperation with CMS in resolving any Incident or Breach, including (if requested by CMS) the return or destruction of any PII files it received under the Navigator Terms and Conditions; the provision of a formal response to an allegation of unauthorized PII use, reuse or disclosure; and/or the submission of a corrective action plan with steps designed to prevent any future unauthorized uses, reuses or disclosures; and
- c. Must be designed and implemented to ensure the Recipient and its Workforce comply with the standards and implementation specifications contained herein, and must be reasonably designed, taking into account the size and the type of activities that relate to PII undertaken by the Recipient, to ensure such compliance.

(8) Required Monitoring of Security Controls. Recipient must monitor, periodically assess, and update its security controls and related system risks to ensure the continued effectiveness of those controls.

(9) Required Flow-Down of Privacy and Security Agreements. Recipient must bind, in a signed writing, any members of Recipient's Workforce who are certified by CMS to

carry out Navigator duties, and any Downstream Entities to the same privacy and security standards and obligations contained in this Attachment I.

- (10) Compliance with the Internal Revenue Code. If any “return information,” as defined in section 6103(b)(2) of the Internal Revenue Code (the Code), is accessed or used by Recipient, it must be kept confidential and disclosed, used, and maintained only in accordance with section 6103 of the Code.
- (11) Penalties for improper use and disclosure of information. Recipient acknowledges that any person who knowingly and willfully uses or discloses information in violation of section 1411(g) or 1411(h) of the Affordable Care Act will be subject to a civil money penalty, consistent with the bases and process for imposing civil penalties specified at 45 C.F.R. 155.206 and/or 155.285, in addition to other penalties that may be prescribed by law.

**Cooperative Agreement to Support Navigators in Federally-facilitated and State
Partnership Marketplaces
Centers for Medicare & Medicaid Services
Program Terms and Conditions
Attachment J**

This Attachment defines terms that are used in Attachments H, I, and J

DEFINITIONS

- (1) **Affordable Care Act (ACA)** means the Patient Protection and Affordable Care Act of 2010 (Public Law 111-148), as amended by the Health Care and Education Reconciliation Act of 2010 (Public Law 111-152), which are referred to collectively as the Affordable Care Act.
- (2) **Advance Payments of the Premium Tax Credit (APTC)** has the meaning set forth in 45 CFR 155.20.
- (3) **Applicant** has the meaning set forth in 45 CFR 155.20.
- (4) **Authorized Function** means a task performed by a Non-Exchange Entity that the Non-Exchange Entity is explicitly authorized or required to perform based on applicable law or regulation, and as enumerated in these Terms and Conditions.
- (5) **Authorized Representative** means a person or organization meeting the requirements set forth in 45 CFR 155.227.
- (6) **Breach** is defined by OMB Memorandum M-07-16, Safeguarding and Responding to the Breach of Personally Identifiable Information (May 22, 2007), as the compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, loss of control or any similar term or phrase that refers to situations where persons other than authorized users or for other than an authorized purpose have access or potential access to Personally Identifiable Information (PII), whether physical or electronic.
- (7) **CCIIO** means the Center for Consumer Information and Insurance Oversight within the Centers for Medicare & Medicaid Services (CMS).
- (8) **CMS** means the Centers for Medicare & Medicaid Services.

- (9) **Consumer** means an Applicant, Enrollee, Qualified Individual, Qualified Employer, or Qualified Employee, and (if applicable) their legal or Authorized Representatives, or any individual who presents himself or herself for assistance related to an Authorized Function from a Non-Exchange Entity, or who is offered assistance related to an Authorized Function by a Non-Exchange Entity, as applicable.
- (10) **Cost-sharing Reduction (CSR)** has the meaning set forth in 45 CFR 155.20.
- (11) **Designated Privacy Official** means a contact person or office responsible for receiving complaints related to Breaches or Incidents, able to provide further information about matters covered by the Non-Exchange Entity privacy notice statement required by Section (1) of Attachment I, responsible for the development and implementation of the privacy and security policies and procedures of the Non-Exchange Entity, and responsible for ensuring the Non-Exchange Entity has in place appropriate safeguards to protect the privacy and security of PII.
- (12) **Downstream Entity** means any party that enters into an agreement with Recipient or with another Downstream Entity for purposes of providing services related to the Navigator grant. The term “downstream entity” is intended to reach the entity that directly provides services to Consumers.
- (13) **Enrollee** has the meaning set forth in 45 CFR 155.20.
- (14) **Exchange has the meaning set forth in 45 CFR 155.20.** The term “Marketplace” is commonly used to refer to the American Health Benefit Exchanges that are described at Affordable Care Act section 1311(b) and defined at 45 C.F.R. §155.20.
- (15) **Federally-facilitated Exchange (FFE)** means an **Exchange** (or **Marketplace**) established by HHS and operated by CMS under Section 1321(c)(1) of the ACA for individual or small group market coverage, including the Federally-facilitated Small Business Health Options Program (**FF-SHOP**). **Federally-facilitated Marketplace (FFM)** has the same meaning as FFE.
- (16) **HHS** means the U.S. Department of Health & Human Services.
- (17) **Incident, or Security Incident**, means the act of violating an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner’s knowledge, instruction, or consent.

- (18) **Information** means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.
- (19) **Insurance Affordability Program** means a program that is one of the following:
- (1) A State Medicaid program under title XIX of the Social Security Act.
 - (2) A State children’s health insurance program (CHIP) under title XXI of the Social Security Act.
 - (3) A State basic health program established under section 1331 of the Affordable Care Act.
 - (4) A program that makes coverage in a Qualified Health Plan through the Exchange with Advance Payments of the Premium Tax Credit established under section 36B of the Internal Revenue Code available to Qualified Individuals.
 - (5) A program that makes available coverage in a Qualified Health Plan through the Exchange with Cost-sharing Reductions established under section 1402 of the Affordable Care Act.
- (20) **Navigator** has the meaning set forth in 45 CFR 155.20.
- (21) **Non-Exchange Entity** has the meaning at 45 CFR 155.260(b), and includes but is not limited to Navigator grant recipients, and their staff and volunteers who are certified by CMS to carry out Navigator duties.
- (22) **OMB** means the federal government’s Office of Management and Budget.
- (23) **Personally Identifiable Information (PII)** has the meaning contained in OMB Memoranda M-07-16 (May 22, 2007) and means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, *etc.*, alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, *etc.*
- (24) **Qualified Employee** has the meaning set forth in 45 CFR 155.20.
- (25) **Qualified Employer** has the meaning set forth in 45 CFR 155.20.
- (26) **Qualified Health Plan (QHP)** has the meaning set forth in 45 CFR 155.20.
- (27) **Qualified Individual** has the meaning set forth in 45 CFR 155.20.

- (28) **Security Control** means a safeguard or countermeasure prescribed for an information system or an organization designed to protect the confidentiality, integrity, and availability of its information and to meet a set of defined security requirements.
- (29) **State Partnership Exchange (SPE)** means a type of FFE in which a State engages actively with the federal government in the operation of certain aspects of the FFE.
- (30) **Web** means the World Wide Web.
- (31) **Workforce** means a Non-Exchange Entity's or sub-recipients' employees, agents, contractors, subcontractors, officers, directors, agents, representatives, and any other individual who may create, collect, disclose, access, maintain, store, or use PII in the performance of his or her duties.



Appendix K: Computer Security Incident Report

Date/Time:

Incident Tracking Number		
CMS	HHS	US CERT

* = Required information

Reporting Individual Contact Information			
Name*		Email*	
Office Number*	Cell Number	Dept/OPDIV*	UserID
Name(s) of Dept/OPDIV or individual notified of security incident:			
Dept/OPDIV	Name/Title	Date/Time Notified	

Impacted User Contact Information			
Name*		Email*	
Office Number*	Cell Number	Dept/OPDIV*	UserID

Incident Category	
PII PHI FTI Incident (Section A)	CAT 5 Scans/Probes (Section H)
CAT 0 Exercise/Network Defense Testing (Section B)	CAT 6 Investigations (Section I)
CAT 1 Unauthorized Access (Section C)	CAT 7 Other (Section J)
CAT 2 Denial of Service (Section D)	CAT 8 Lost/Stolen Asset (Section K)
CAT 3 Malicious Code (Section E)	CAT 99 Non-Incident (Section L)
CAT 4 Improper Usage (Section F)	



Appendix K: Computer Security Incident Report

Impact Classification*		
Functional Impact		HIGH - Organization has lost the ability to provide all critical services to all system users
		MEDIUM - Organization has lost the ability to provide a critical service to a subset of system users.
		LOW - Organization has experienced a loss of efficiency, but can still provide all critical services to all users with minimal effect on performance.
		NONE - Organization has experienced no loss in ability to provide all services to all users.
Information Impact		CLASSIFIED - The confidentiality of classified information was compromised.
		PROPRIETARY - The confidentiality of unclassified proprietary information, such as protected critical infrastructure (PCCII), intellectual property, or trade secrets was compromised.
		PRIVACY - The confidentiality of personally identifiable information (PII) or personal health information (PHI) was compromised.
		INTEGRITY - The necessary integrity of information was modified without authorization.
		NONE - No information was exfiltrated, modified, deleted, or otherwise compromised.
Recoverability		REGULAR - Time to recovery is predictable with existing resources.
		SUPPLEMENT - Time to recovery is predictable with additional resources.
		EXTENDED - Time to recovery is unpredictable; additional resources and outside help are needed.
		NOT RECOVERABLE - Recovery from the incident is not possible (e.g., sensitive data exfiltrated and posted publicly).
		NOT APPLICABLE - Incident does not require recovery.

Threat Vector Identification*		
Threat Vector		Description
	UNKNOWN	Cause of attack is unidentified
	ATTRITION	An attack that employs brute force methods to compromise, degrade, or destroy systems, networks or services
	WEB	An Attack executed from a website or web-based application.
	E-MAIL	An attack executed via e-mail message or attachment.
	EXTERNAL/REMOVABLE MEDIA	An attack executed from removable media or a peripheral device.
	IMPERSONATION / SPOOFING	An attack involving replacement of legitimate content/services with a malicious substitute.
	IMPROPER USAGE	Any incident resulting from violation of an organization's acceptable usage policies by an authorized user, excluding the above categories.
	LOSS OR THEFT OF EQUIPMENT	The loss or theft of a computing device or media used by the organization.
	OTHER	An attack does not fit into any other vector.



Appendix K: Computer Security Incident Report

Section A: PII / PHI / FTI Breach	
Breach Category - Check Below	
Document Theft	Improper Usage
Hardware / Media Theft	Unintended manual Disclosure
Document Loss	Unintended Electronic Disclosure
Hardware / Media Loss	Hacking or IT Incident
Document Lost in Transit	Document sent to Wrong Address
Hardware / Media Lost in Transit	

Number and Description of PII / PHI / FTI Lost or Compromised	
List Number Below	
Exact Number of PII:	Check Here if Number is Unknown:
Brief Description	
Include PII / PHI / FTI format (email, web, database, etc), population effected, lost/stolen, summary time stamp and actions taken.	

Section B: Exercise / Testing (CAT 0)	
Testing Point of Contact	Testing Time Period
Name:	
Phone:	
Brief Description of Test: Including reason for test and networks / systems involved	

Section C: Unauthorized Access (CAT 1)
Describe Violation
Actions Taken (If Any)



Appendix K: Computer Security Incident Report

Section D: Denial of Service (CAT 2)
Describe Violation
Actions Taken (If Any)

Section E: Malicious Code (CAT 3)			
Malware Type		Malware Name (if Known)	
	Worm		
	Virus	Action Taken	
	Trojan		Quarantined
	Buffer Overflow		Cleaned
	Denial of Service		No Action
	Other	Forensic Image Taken	
		Yes	No
Describe Violation			
Actions Taken (If Any)			



Appendix K: Computer Security Incident Report

Section F: Improper Usage (CAT 4)	
Type of Violation	
	(P2P) File Sharing
	Instant Messenger
	Inappropriate Web Site
	Remote Access
	Unapproved Software
	Other
Describe Violation	

Section H: Scans / Probes / Attempted Access (CAT 5)		
Timeframe of Activity	Date:	Time:
Source IP / Subnet	Source Port(s)	
Destination IP / Subnet	Destination Port(s)	
Description of Activity		
Actions Taken		



Appendix K: Computer Security Incident Report

Section I: Investigation (CAT 6)		
Timeframe of Activity	Date:	Time:
Detailed Description of Activity		
Actions Taken		

Section I: Other (CAT 7)		
Timeframe of Activity	Date:	Time:
Description		



Appendix K: Computer Security Incident Report

Section H: Lost / Stolen Asset (CAT 8)	
Device / Media / Object Type	
Cell Phone	PDA
Computer (Non-Specific)	Server
Computer Files	Tape / DLT / DASD
Desktop Computer	USB Thumb Drive
E-mail	Other
Hard Drive (External)	Laptop
hard Drive (Internal)	Paper Documents
Description	
Actions Taken	

Section I: Non-Incident (CAT 99)
Detailed Description of Activity
Actions Taken

ATTACHMENT 4

**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, 2016 and executed in furtherance of Cooperative Agreement #5NAVCA150242-02-00 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.