

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

**Parties**

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

**Purpose**

AACHC has been awarded funds by the U.S. Department of Health and Human Services (HHS) Centers for Medicare and Medicaid Services Navigator Program for Cooperative Agreement # 6 NAVCA140112-01-01. In order to fulfill the proposed scope of work, Sub-Recipient has agreed to participate in the project and commits to adhere to the roles and responsibilities detailed in the attached Letter of Intent dated June 26, 2014.

**Term of Contract**

The project period for Cooperative Agreement # 6 NAVCA140112-01-01 and this sub-recipient agreement is September 16, 2014 through September 15, 2015. This agreement may be terminated in writing by either party at any time during the term of this agreement. Written notice of termination must be provided at least 30 days prior to agreement termination date and must include detailed explanation of reasons for termination. Termination of agreement by either party must be approved by HHS.

**Payment**

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

<b>Pima County Health Department \$39,000</b>	<b>Personnel: \$22,464.</b> Health Educator/Navigator, 1248 hours (.61 FTE) * \$18/hr = \$22,464. <b>Fringe Benefits:</b> 38% of personnel= <b>\$8,536.</b> <b>Travel: \$562</b> for 1263 miles @ \$.445/mile for local travel (as a county entity, must use county reimbursement rate rather than GSA rate for travel). <b>Other costs: \$1,622.</b> Copier and printer costs based on historical usage (\$500), Aircard usage @ \$40/monthly= \$480, HEA plus membership fee @ \$50/month x 12 months = \$600, finger printing/background checks 1 @ \$42 = \$42. <b>Indirect costs (Federally Approved): \$5,816.</b> 18.76% of \$31,000 (salary and benefits).
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The sub-recipient will submit invoices by the 15<sup>th</sup> of each month for activities conducted the previous month. The November 15 invoice should include a six week period from September 16 – October 31, 2014. 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):

- Maintain expertise in eligibility, enrollment, and program specifications and conduct public education activities to raise awareness about the Exchange;
- Provide information and services in a fair, accurate, and impartial manner. Such information must acknowledge other health programs such as Medicaid and CHIP;
- Facilitate selection of a Qualified Health Plan;
- Provide referrals to any applicable office of health insurance consumer assistance or health insurance ombudsman established under Section 2793 of the Public Health Service Act, or any other appropriate State agency or agencies, for any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination under such plan or coverage; and
- Provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served by the Exchange, including individuals with limited English proficiency, and ensure accessibility and usability of Navigator tools and functions for individuals with disabilities in accordance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.
- Awardees will be required to assist any consumer seeking assistance, even if that consumer is not a member of the communities or groups the applicant expects to serve. There may be some instances where a Navigator does not have the immediate capacity to help an individual. In such cases, the Navigator should make every effort to provide assistance in a timely manner, but could also refer consumers seeking assistance to other Exchange resources, such as the toll-free Exchange Call Center, or to another Navigator in the same Exchange who might have better capacity to serve that individual more effectively.
- If a Navigator is approached by a consumer who lives in a State with a State-based Exchange, or in a State in which the Navigator does not serve, the Navigator must refer the consumer to a Navigator in the consumer's State.
- Navigators must complete up to 30 hours of an 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 will receive resources from HHS to complement the training program including a manual of standard operating procedures.
- Navigators must meet Arizona state requirements and obtain a Navigator license prior to assisting consumers with Marketplace applications.

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

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

- Carry out the roles and responsibilities as detailed below and in the proposal narrative for the term of the Award.
- Work collaboratively to inform consumers, stakeholders and to facilitate enrollment of consumers in Qualified Health Plans (QHP) and Arizona Health Care Cost Containment System (AHCCCS).
- Comply with Cooperative Agreement requirements and Navigator Standards.
- Submit accurate invoices and progress reports (weekly, quarterly, and annually) in a timely fashion.
- Participate in program evaluation activities as outlined in the Cooperative Agreement application.
- Provide written notification regarding relationships of staff or organization that could be viewed as a conflict to Project Director within 10 days of becoming aware of a potential conflict.
- Provide written assurance (when requested) that all Navigators and support staff have been trained on your Privacy Policy and appropriate management of Personal Identifying Information.
- Provide appropriate supporting documentation (invoice) in a timely manner in a form acceptable to AACHC.
- Provide site locations for Cover AZ and HHS using a template provided by AACHC.
- Maintain a regular supply of enrollment opportunities, in an amount to be determined by the sub-recipient, available to the public on the Cover Arizona Connector.
- Participate in AACHC-required trainings or meetings.
- Cooperate with AACHC and Cover AZ in special community enrollment or educational events when possible.
- Submit to AACHC documentation of all travel per Cooperative Agreement requirements (see page 3 of award conditions).
- Request approval from AACHC for all costs associated with attendance at any conference (see page 3 of award conditions) at least 4 weeks prior to initiating any travel. Sub-recipient must receive pre-approval from AACHC, which will only be granted after CMS has issued approval.
- Submit a copy of all publications, press announcements, posters, oral presentations at meetings, seminars, and any other information-dissemination format, including but not limited to electronic/digital media to the 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 CA-NAV-14-002 from the U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services." Recipient also must include a disclaimer stating that "The contents provided are solely the responsibility of the authors and do not necessarily represent the official views of HHS or any of its agencies."

### **Conflict of Interest**

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

### **Ineligible entities**

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

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

### **Continued Eligibility**

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

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

### **Debarment**

The Sub-Recipient certifies to the best of his/her knowledge and belief that s/he is 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.

### **Lobbying**

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

### **Equal Opportunity**

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

### **Whistleblower**

This Cooperative Agreement is part of the Pilot Program for Enhancement of Whistleblower Protections. 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 (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.

**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 Standard and Special Terms and Conditions.

**Pima County Addendum**

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

***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

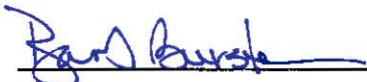
\_\_\_\_\_  
Date

ATTEST


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

\_\_\_\_\_  
Date

APPROVED AS TO FORM



Deputy County Attorney




Print DCA Name

APPROVED AS TO CONTENT



Pima County Health Department



Date

Print DCA Name

Date

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ATT 1: Letter of Intent

ATT 2: Standard Grant/Cooperative Agreement Terms and Conditions

ATT 3: CA2C Project Narrative

ATT 4: Conflict of Interest Plan and Agreement

ATT 5: Pima County Addendum



## HEALTH DEPARTMENT

3950 S. COUNTRY CLUB, SUITE 100

TUCSON AZ 85714

Phone: (520) 243-7770

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June 26, 2014

Mr. John C. McDonald, CEO  
Arizona Association of Community Health Centers  
700 East Jefferson Street, Suite 100  
Phoenix, AZ 85034

Dear Mr. McDonald:

Thank you for your invitation to participate as a sub-awardee in Arizona Association of Community Health Center's (AACHC) proposal to CMS in response to the *Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Marketplaces* grant opportunity, beginning approximately September 2014. I am writing to accept your invitation and formalize our intent to participate. As a governmental entity, we are unable to execute a memorandum of agreement. However, we are fully committed to the proposed project to participate as navigators for people eligible for the Marketplace.

If funds are awarded, the Pima County Health Department (PCHD) will carry out the roles and responsibilities of sub-awardees as detailed in AACHC's proposal narrative and the duties described in Section 1311(i) of the Affordable Care Act. We will provide statements regarding any staff relationships potentially viewed as a conflict under the grant opportunity, submit reporting and other appropriate documentation in a timely manner, and implement our Scope of Work as requested. We will use these funds as defined in our Scope of Work and in accordance with the terms of the funding opportunity. Finally, we will demonstrate our eligibility and maintain the eligibility of our staff so that PCHD can serve as a navigator.

PCHD recognizes the proposed project will be an effective vehicle for facilitating enrollment of our constituency in affordable health insurance. We are committed to employing community partnerships such as the proposed collaboration to improve the health and wellness of Pima County residents and enhance access to care in our community.

I look forward to our partnership. Best of luck with your grant proposal.

Sincerely,

Francisco García, MD, MPH  
Director, Pima County Health Department



# **Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Marketplaces<sup>1</sup>**

## **Centers for Medicare and Medicaid Services Standard<sup>2</sup> Grant/Cooperative Agreement<sup>3</sup> Terms and Conditions Attachment A**

- 1. Recipient.** The Recipient is the Grantee designated in the Notice of Award.
- 2. 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. This includes any requirements in Part I and II (available at <http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf>) of the HHS GPS that apply to an award. Although consistent with the HHS GPS, any applicable statutory or regulatory requirements directly apply to this award in addition to any coverage in the HHS GPS.
- 3. Uniform Administrative Requirements.** Title 45 of the Code of Federal Regulations (CFR) provides uniform administrative requirements for all Department of Health and Human Services (DHHS) grants and cooperative agreements, in 45 CFR Parts 74 and 92. These regulations are based upon entity type and can be accessed via the links provided below.

45 CFR Part 74 - Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations <http://www.gpo.gov/fdsys/pkg/CFR-2002-title45-vol1/pdf/CFR-2002-title45-vol1-part74.pdf>

45 CFR Part 92 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments <http://www.gpo.gov/fdsys/pkg/CFR-2002-title45-vol1/pdf/CFR-2002-title45-vol1-part92.pdf>

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<sup>1</sup> Throughout this document, the term ‘Marketplace’ is 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.

<sup>2</sup> 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.

<sup>3</sup> 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.

**4. Cost Principles.** This award is subject to the principles set forth below for determining costs of grants, contracts, and other agreements based upon entity type as set forth in the following cost principle documents which can be accessed via the links provided below and are specifically incorporated herein.

- **Institutions of Higher Education:** 2 CFR Part 220 (Formerly OMB Circular A-21)  
[http://www.whitehouse.gov/omb/circulars\\_default/](http://www.whitehouse.gov/omb/circulars_default/)
- **State and Local Governments:** 2 CFR Part 225 (Formerly OMB Circular A-87)  
[http://www.whitehouse.gov/omb/circulars\\_default/](http://www.whitehouse.gov/omb/circulars_default/)
- **Nonprofit Organizations:** 2 CFR Part 230 (Formerly OMB Circular A-122)  
[http://www.whitehouse.gov/omb/circulars\\_default/](http://www.whitehouse.gov/omb/circulars_default/)
- **Hospitals:** 45 CFR Part 74, Appendix E <http://www.gpo/fdsys/pkg/CFR-2007-title45-vol1/pdf/CFR-2007-title45-vol1-part74-appE.pdf>
- **For-Profit Organizations: FAR 31.2 [Contracts with Commercial Organizations]**  
<http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=80bc6470ba120ab181d9a93a600a420d&rgn=div5&view=text&node=48:1.0.1.5.30&idno=48>

**5. Additional Cost Requirements.** Recipients must comply with the following supporting documentation requirements:

- **Equipment/Technology items** – As defined in 45 CFR Parts 74 and 92, equipment means tangible nonexpendable personal property, including exempt property, charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, lower limits may be established. Technology items such as computers that do not meet the \$5,000 per unit threshold or an alternative lower limit set by recipient policy that may therefore be classified as supplies, 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 (tangible nonexpendable personal property with an acquisition cost of \$5,000 or more per unit) and those classified as supplies (tangible expendable personal property with an acquisition cost of less than \$5,000 per unit)), over and above that which is already approved in the budget must be approved by the Grants Management Specialist (regardless of acquisition cost).**

- Travel mileage expenses - 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.
- Conference attendance - For attendance at any conference, including those sponsored by CMS, recipients must submit a breakdown of costs associated with attending the conference for prior approval. This 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. (refer to **Attachment B** for the HHS Policy on Promoting Efficient Spending for Conferences and Meetings)

- 6. Audit Requirements.** This award is subject to OMB Circular A-133 which provides requirements for the audit of States, local governments, and non-profit organizations expending Federal awards. 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, Audits of States, Local Governments, and Non-Profit Organizations ([http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf)).

For questions and information concerning the submission process, please contact the Federal Audit Clearinghouse (entity which assists Federal cognizant and oversight agencies in obtaining OMB Circular A-133 data and reporting packages) at 888-222-9907 or <http://harvester.census.gov/sac>.

\*Commercial Organizations must comply with the specific audit requirements in 45 CFR 74.26(d).

- 7. Programmatic and Financial Reporting.** Recipients must comply with the programmatic and financial reporting requirements outlined in the Program Terms and Conditions of award. 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 Department of Health and Human Services.
- 8. 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. If the Recipient should use any of the funds for any purpose other than for the approved program, then all funds provided under this award shall be returned to the United States Treasury.

- 9. 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 and local 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.
- 10. Central Contractor Registration (CCR) 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, go to <http://www.cms.gov/CCIIO/Resources/Funding-Opportunities/award-term-for-central-contractor-registration.html>. To complete Central Contractor Registration requirements, Recipients must register or maintain registration in the System for Award Management (SAM) database. Please consult the SAM website (<https://www.sam.gov/portal/public/SAM/>) for more information.
- 11. 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). The full text may be found at <http://www.cms.gov/CCIIO/Resources/Funding-Opportunities/trafficking-term.html>, and which is incorporated herein by reference.
- 12. 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](http://www.fsr.gov). For the full text of the award term, go to <http://www.cms.gov/CCIIO/Resources/Funding-Opportunities/ffata.html>. 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](mailto:divisionofgrantsmanagement@cms.hhs.gov).
- 13. 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 C**.

**14. 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](mailto:hhstips@oig.hhs.gov) or by mail to Office of the Inspector General, Department of Health and 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.

**15. 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 an assurance approved by OHRP and certification of IRB review and approval have been obtained before human subjects research can be conducted at each collaborating site. 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.

**16. 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.

**17. 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 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 CA-NAV-14-002 from the U.S Department of Health and Human Services, Centers for Medicare & Medicaid Services." Recipient also must include a disclaimer stating that "The contents provided are solely the responsibility of the authors and do not necessarily represent the official views of HHS or any of its agencies." 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 through its CMS Project Officer.

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.

- 18. 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. See Exhibit 3, Public Policy Requirements, Section II-3-5, in the HHS Grants Policy Statement, which contains information to help the Recipient determine what public policy requirements and objectives apply to its activities.

**19. 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.

**20. 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 ([www.hhs.gov/asfr/ogapa/acquisition/10-2010\\_hhs\\_affirmative\\_procurement\\_plan.doc](http://www.hhs.gov/asfr/ogapa/acquisition/10-2010_hhs_affirmative_procurement_plan.doc)) 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.

**21. Funding Opportunity Announcement.** All relevant project requirements outlined in the FOA apply to this award and are incorporated into these terms and conditions by reference.

**22. Withdrawal.** If the Recipient decides to withdraw from this grant agreement program 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.

**23. 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 74.61(a)(3) or 45 CFR 92.44(b). In addition to termination, CMS may address material failure to comply with the terms and conditions of this award by taking such other action as set forth in 45 CFR 74.61 and 74.62 and in 45 CFR 92.43.

**24. Bankruptcy.** In the event the Recipient or one of its sub-Recipients 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 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.

**25. 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 Grants Management Specialist and CMS PO 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 with the NPI, Tax ID, and EIN, as applicable, of all Key Personnel and/or Entities to the award that may include Sub-Recipients. 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.



- 26. Sub-Recipient 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.
- 27. Recipient's Responsibility for Sub-Recipients.** The Recipient is responsible for the performance, reporting, and spending for each Sub-Recipient. The Recipient will ensure the timeliness and accuracy of required reporting for each site of service and Sub-Recipient under the cooperative agreement. The Recipient is responsible for the performance and progress of each site of service or Sub-Recipient toward the goals and milestones of the program. The Recipient will take necessary corrective action for any site of service or Sub-Recipient that is not meeting the goals and milestones of the program, as set forth in the FOA.
- 28. Nondiscrimination.** Recipient and Sub-Recipients 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) or regulation(s) under which application for Federal assistance is being made, including but not limited to, 45 CFR §155.120(c); and, (j) the requirements of any other nondiscrimination statute(s) or regulations which may apply to the application.
- 29. 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.

**30. Acceptance of Application & Terms of Agreement.** Initial drawdown of funds by the Recipient constitutes acceptance of this award.

**31. FY 2014 Appropriations Provision.** Department of Health and Human Services (HHS) Recipients must comply with all terms and conditions outlined in their grant awards, 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.

**32. Consolidated Appropriations Act, 2014.** As stated in the above term and condition, this award is subject to the Consolidated Appropriations Act, 2014. The following information specifically references major policy provisions in the Act impacting the HHS Grants Community which are new or have changed since the prior appropriations act. The information cited below will remain in effect until further modified, superseded, or rescinded.

**Division H, Title II, Section 203 – Cap on Salaries**

FY2014 Enacted Language: Sec. 203. 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) costs. The current Executive Level II salary rate is \$181,500.

**Division H, Title V, Section 528 – Pornography**

Sec. 528(a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

Sec. 528(b) Nothing in this subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

**Cooperative Agreement to Support Navigators in Federally-facilitated and State  
Partnership Marketplaces**

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

**HHS Policy on Promoting Efficient Spending for Conferences and Meetings**

It is the Department of Health and Human Services' (HHS) policy that conferences and meetings funded through grants and cooperative agreements: are consistent with legal requirements and HHS' missions, objectives, and policies; represent an efficient and effective use of taxpayer funds; and are able to withstand public scrutiny. A "conference" is defined as "[a] meeting, retreat, seminar, symposium or event that involves attendee travel."

Any conferences, with or without travel, that you believe are necessary to accomplish the purposes of this grant must have prior CMS approval. These requests must be priced separately in the budget and include the following information:

- (1) A description of its purpose;
- (2) The number of participants attending;
- (3) A detailed statement of the costs to the grant, including—
  - (A) The cost of any food or beverages;
  - (B) The cost of any audio-visual services for a conference;
  - (C) The cost of attendee travel to and from a conference (e.g. employee, subrecipient, consultant); and
  - (D) A discussion of the methodology used to determine which costs relate to a conference.

In addition, funds under this grant may not be used for the purpose of defraying the costs of a conference that is not directly and programmatically related to the purpose for which the grant is awarded (such as a conference held in connection with planning, training, assessment, review, or other routine purposes related to a project funded by the grant).

**Cooperative Agreement to Support Navigators in Federally-facilitated and State  
Partnership Marketplaces**

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

**Pilot Program for Enhancement of 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

# **Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Marketplaces**

## **Program Terms & Conditions Attachment D**

- 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 Julia Dreier (email is [Julia.Dreier@cms.hhs.gov](mailto:Julia.Dreier@cms.hhs.gov) and telephone is 301-492-4123).
- 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](mailto:Christopher.Clark@cms.hhs.gov) and telephone is 301-492-4319).
- 3. Statutory Authority.** This award is issued under the authority of 1311(i) (42 USC 18031(i)) of the Patient Protection and Affordable Care Act. By receiving funds under this award, the Recipient assures CMS that it will carry out the program as authorized and will comply with the terms and conditions and other requirements of this award.
- 4. Budget and Project Period.** The project period for the Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Marketplaces is September 16, 2014 through September 15, 2015.
- 5. Restriction of Funds.** Within 15 days of the Project Period start date, Recipient must provide a request letter (asking to lift the restriction on funds), a revised budget (SF-424A), a revised budget narrative, and a revised project narrative as applicable. All documents must be uploaded to GrantSolutions as a budget revision amendment ([www.grantsolutions.gov](http://www.grantsolutions.gov)).  
GrantSolutions is the grants system used to manage awards and correspondence between CMS and grantees. Recipients can access a copy of the Notice of Award via this system. The new budget should account for any reductions in the amount requested as well as address any concerns with the budget communicated by CMS. This communication from CMS will be in the form of a GrantNote sent from GrantSolutions and will occur within 2-4 business days from the time these awards are issued. All Recipients must submit a revised budget even if no communication is received from CMS. Please follow the directions outlined below as well as any additional communication sent by CMS.
  - Reallocate funding to appropriate budget categories. All funds awarded were placed in the “other” budget category to facilitate this revision process.

- If funding was reduced from the amount originally requested, please submit a revised budget reflecting this new amount. This new budget should coincide with the contingency plan submitted (if applicable).
- For purposes of applying, all budget narratives had to be limited to 3 pages. This page limit is no longer applicable. Revised budgets should include additional supporting information for all costs. Each activity/cost must be described and fully itemized. Lump sum totals will not be accepted. The necessity for a particular cost or how a particular cost/activity links to the project should not be assumed. Funds in the entire amount will only be lifted where all costs are deemed allowable and justified.
- A revised Project Narrative should be submitted if the revised Budget Narrative will conflict with the Project Narrative submitted with the application. The Project Narrative and Budget Narrative should accurately reflect the activities that will be pursued with the 2014-2015 Navigator award.

Recipients must have an account with GrantSolutions in order to receive communications from CMS via GrantSolutions. If the designated Authorized Organizational Representative (AOR) and Project Director (PD) do not already have accounts in GS, then please contact GrantSolutions immediately upon receipt of award to complete a user account form.

- 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 those 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 Consumer Assistance 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.
- 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 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 privacy and security requirements, as set forth in Attachments D, E, and F.

- 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, 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: 2014-01* published August 15, 2014, CMS regulations require all Navigators in Federally-facilitated Marketplaces (including State Partnership Marketplaces) to obtain continuing education and be certified and/or recertified on at least an annual basis. CMS released the 2015 Navigator training curriculum on September 4, 2014 and all Navigators performing Navigator duties for an organization under this cooperative agreement award will be required to comply with the policies set forth in Bulletin 2014-01.

Recipients should take particular note of the following policies set forth in the Bulletin.

*If Recipient received a no-cost extension of the project period of a 2013 HHS Navigator grant,* Navigators working for Recipient who were certified for 2013-2014 might have been issued provisional certificates to permit them to carry out Navigator activities after August 14, 2014, when the 2013-2014 certifications expired. Any Navigator who was provisionally certified must successfully complete the 2015 training by November 15, 2014. Any provisionally certified Navigator who does not complete the 2015 training by that deadline will not be able to perform any Navigator activities from November 15, 2014 forward, until he or she has successfully completed the 2015 training. We encourage Navigators who have been issued a provisional certificate to complete the 2015 training as soon as possible, both to ensure that they meet the deadline and to ensure that they are able to benefit from the updated information included in the 2015 training.

Any individual Navigators hired after August 14, 2014 by a Recipient that received a no-cost extension of the project period of a 2013 HHS Navigator grant must take the 2015 training and become certified prior to performing any Navigator activities.

*If Recipient did not receive a no-cost extension of the project period of a 2013 HHS Navigator grant,* all Navigators working for Recipient must take the 2015 training and become certified before performing any Navigator activities. If they were previously certified for 2013-2014 they must stop carrying out Navigator activities after August 14, 2014 until the time that they can take the 2015 training and become certified.

#### **11. Recent Updates to Regulatory Requirements.**

Recipient should take note that on May 27, 2014, CMS finalized regulations that update the requirements applicable to Navigators and that are binding upon all CMS Navigator grantees as of their effective date, which unless otherwise indicated below, is July 28, 2014. The final rule, *Exchange and Insurance Market Standards for 2015 and Beyond*, requires Navigators to ensure that applicants (1) are informed of the functions and responsibilities of Navigators; (2) provide

authorization prior to a Navigator's obtaining access to an applicant's personally identifiable information; and (3) may revoke at any time the authorization provided to the Navigator. The regulations also require Navigators to maintain a record of the authorization provided, and to maintain a physical presence in the Exchange service area, so that face-to-face assistance can be provided to applicants and enrollees. Additionally, the regulations (1) prohibit Navigators in all types of Marketplaces from charging any applicant or enrollee, or requesting or receiving any form of remuneration from or on behalf of an individual applicant or enrollee, for application or other assistance related to Navigator duties; (2) beginning November 15, 2014, prohibit Navigators in FFM and State Partnership Marketplaces from compensating individual Navigators on a per-application, per-individual-assisted, or per-enrollment basis; (3) prohibit Navigators in all types of Marketplaces from providing certain kinds of gifts to any applicant or potential enrollee in connection with or as an inducement for enrollment; (4) prohibit Navigators in all types of Marketplaces from using Marketplace funds 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; (5) prohibit Navigators in all types of Marketplaces from soliciting any consumer for application or enrollment assistance by going door-to-door or through other unsolicited means of direct contact, including calling a consumer to provide application or enrollment assistance without the consumer initiating the contact, unless the individual has a pre-existing relationship with the individual Navigator or Navigator entity and other applicable State and Federal laws are otherwise complied with; and (6) prohibit Navigators in all types of Marketplaces from initiating any telephone call to a consumer using an automatic telephone dialing system or an artificial or prerecorded voice, except in cases where the individual Navigator or Navigator entity has a relationship with the consumer and other applicable State and Federal laws are otherwise complied with.

The regulations specify certain types of state requirements applicable to Navigators that CMS considers to prevent the application of the provisions of title I of the Affordable Care Act. The regulations clarify that the conflict of interest requirements applicable to Navigators would not prevent a health care provider from becoming a Navigator in an FFM or State Partnership Marketplace solely because it receives consideration from a health insurance issuer for health care services provided. The regulations also clarify that Navigators' duty to provide fair, accurate, and impartial information and services 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. These regulations can be viewed in their entirety at <http://www.gpo.gov/fdsys/pkg/FR-2014-05-27/pdf/2014-11657.pdf>.

## **12. Required Cooperative Agreement Programmatic Reporting.**

### **a. Weekly and Monthly Progress Reports**

Beginning in October 2014, all Navigator grantees must provide required weekly and monthly reports, in addition to the previously required quarterly and final 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 staff and volunteers completed required training and became certified as Navigators and 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 F, of Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or those individuals' legal representatives or Authorized Representatives, 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 F, of Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or those individuals' legal representatives or Authorized Representatives, be included in such reports. Reports are due as follows:

*Period of Performance:* September 16, 2014 through December 31, 2014

**Due: January 30, 2015**

*Period of Performance:* January 1, 2015 through March 31, 2015

**Due: April 30, 2015**

*Period of Performance:* April 1, 2015 through June 30, 2015

**Due: July 30, 2015**

*Period of Performance:* July 1, 2015 through September 15, 2015

**Due: October 15, 2015**

c. Final Report

*Period of Performance:* September 16, 2014- September 15, 2015. The Final Report should be cumulative and report on work performed throughout the project period. This report is due no later than 90 days after the end of the project period. Under no circumstances should PII, as defined in Attachment F, of Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or those individuals' legal representatives or Authorized Representatives be included in this report.

**Due: December 15, 2015.**

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.

- 13. 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).

Recipient must report on a quarterly basis cash transaction data via the Payment Management System (PMS) using the FFR in lieu of completing a SF-272/SF272A. The FFR, containing cash transaction data, is due within 30 days after the end of each quarter. The quarterly reporting due dates are as follows: 4/30, 7/30, 10/30, 1/30. A Quick Reference Guide for completing the FFR in PMS is at:

[www.dpm.psc.gov/grant\\_recipient/guides\\_forms/ffr\\_quick\\_reference.aspx](http://www.dpm.psc.gov/grant_recipient/guides_forms/ffr_quick_reference.aspx).

In addition to submitting the quarterly FFR to PMS, Recipients must also provide a final FFR which includes their expenditures and any program income generated (if applicable for the program) in lieu of completing a Financial Status Report (FSR) (SF-269/269A). Expenditures and any program income generated should only be included on the final FFR.

For the final FFR (containing cash transaction data, expenditures, and any program income generated), Recipients must complete an online FFR form via the GrantSolutions.gov FFR module. GrantSolutions can be accessed via the following link <https://www.grantsolutions.gov>. The final FFR must be submitted within 90 calendar days of the project period end date.

See below for the due date for the final FFR:

<i><b>Project Period</b></i>	<i><b>Reporting Period Due Date</b></i>
September 16, 2014 to September 15, 2015	Final report – 12-month reporting period September 16, 2014 to September 15, 2015 Due: December 15, 2015.

**Recipient shall liquidate all obligations incurred under the award not later than 90 days after the end of the project period 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 [Chris.Clark@cms.hhs.gov](mailto:Chris.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**

**14. 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 support 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."
- To cover any pre-award costs.



- To carry out services that are the responsibility of the Marketplace, such as eligibility determinations and transferring enrollment information for consumers to a QHP, or to carry out any activities already funded through federal Marketplace Establishment grants under section 1311(a) of the Affordable Care Act or section 2793 of the Public Health Service Act, including to make payments to Marketplace enrollment and eligibility assisters that are funded through section 1311(a) of the Affordable Care Act or to recipients of funds awarded to States under Consumer Assistance Program grants.
- To assist consumers residing in a State with a State-based Exchange (See Section VIII. 2, *State Reference List of the Funding Opportunity Announcement*) or in a State the Navigator does not serve. Federally-Facilitated Exchange/State Partnership Exchange Navigators may provide these consumers with basic information about Exchanges, but should refer them to Navigators, the Exchange 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.

**15. 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 155.210(d)(6) and (7), Navigators are prohibited from using cooperative agreement funds 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. Navigators are also prohibited from providing gifts, including gift cards or cash, unless they are of nominal value or providing promotional items that market or promote the products or services of a third party, to any applicant or potential enrollee as an inducement for enrollment. Gifts, gift cards, or cash may exceed nominal value for the purpose of providing reimbursement for legitimate expenses incurred by a consumer in effort to receive Marketplace application assistance, such as, but not limited to, travel or postage expenses.

**16. Conflicts of Interest.** All recipients must ensure that they avoid conflicts of interest in the award and administration of subaward contracts. As a result of award, recipients must adhere to the requirements outlined in the uniform administrative requirements. Recipients subject to 45 CFR Part 74 must comply with sections 74.42, Codes of conduct, and 74.43, Competition. Recipients subject to 45 CFR Part 92 must comply with section 92.36, Procurement standards.

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. 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 F.

Authorized Functions. Recipient may collect, handle, disclose, access, maintain, store, and/or use PII of Consumers, Applicants, Qualified Individuals, Qualified Employers, Qualified Employees, or Enrollees, or from these individuals' legal representative(s) or Authorized Representative(s), only to perform:

- a. the required duties described in section 1311(i)(3) of the Affordable Care Act, 45 CFR 155.210(e), the Cooperative Agreement to Support Navigators in Federally-Facilitated and State Partnership Marketplaces Funding Opportunity Announcement ("Navigator FOA"), and 45 CFR 155.215(a)(1)(iii), as well as in Recipient's approved work and project plans; or
- 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, Applicants, Qualified Individuals, Qualified Employers, Qualified Employees, or Enrollees, or these individuals' legal representative(s) or Authorized Representative(s), in advance, in writing, that 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).



The required duties that will most likely involve the collection, handling, disclosure, access, maintenance, storage and/or use of PII of Consumers, Applicants, Qualified Individuals, Qualified Employers, Qualified Employees, or Enrollees, or from these individuals' legal representatives(s) or Authorized Representatives, 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 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;
- 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;
- 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).

Such information may not be reused for any other purpose except as provided in Section 17.b of this Attachment or as otherwise authorized by HHS.

Other Required Duties: Recipient must also maintain expertise in eligibility, enrollment, and program specifications and conduct public education activities to raise awareness about the Exchange; however, it is not expected or required that Recipient collect, handle, disclose, access, maintain, store and/or use PII of Consumers, Applicants, Qualified Individuals, Qualified Employers, Qualified Employees, or Enrollees, or from these individuals' legal representatives(s) or Authorized Representatives 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 E and F that apply to Recipient's activities.

PII Received. Subject to the terms and conditions of this Agreement and applicable laws, in performing the tasks contemplated under this Agreement, Recipient may create, collect,

disclose, access, maintain, store, and/or use the following PII from Consumers, Applicants, Qualified Individuals, Qualified Employers, Qualified Employees, or Enrollees, or from these individuals' legal representative(s) or Authorized Representative(s):

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 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  
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  
Issuer Member ID  
Net premium amount  
Premium Amount, start and end dates  
Pregnancy status indicator  
PII related to any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination as described in 45 CFR §155.210(e)(4)  
Special enrollment period reason

Subscriber Indicator and relationship to subscriber  
Social Security Number  
Tobacco use indicator and last date of tobacco

Storing PII. Recipient is not expected or required to maintain or store any of the above listed PII as a result of carrying out the Authorized Functions described above or any other required duties, other than in connection with the storage of records of authorizations required by these terms and conditions, and/or as required by 45 CFR 155.210(e)(6). To the extent that Recipient does maintain or store PII, it must comply with all of the provisions of this specific term and condition and Attachments E and F that address maintenance or storage of PII, and with relevant provisions of the Minimum Acceptable Risk Standards for Exchanges specifically referenced below.

Privacy and Security Obligations of Recipient. As a condition of this grant, Recipient will implement and comply with all Exchange privacy and security standards set forth in this specific term and condition as well as Attachments E and F, and the Minimum Acceptable Risk Standards for Exchanges (MARS-E) Version 1.0, which is available at <http://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/index.html#MinimumAcceptableRiskStandards>, and with the Minimum Acceptable Risk Standards for Exchanges Version 2.0, when it is effective.

Authorization Requirement. Prior to collecting any PII, Recipient must obtain the authorization of Consumers, Applicants, Qualified Individuals, Qualified Employers, Qualified Employees, or Enrollees or these individuals' legal representative(s) or Authorized Representative(s), in accordance with 45 CFR 155.210(e)(6), to ensure that Consumers, Applicants, Qualified Individuals, Qualified Employers, Qualified Employees, or Enrollees or these individuals' legal representative(s) or Authorized Representative(s):

- are informed of the functions and responsibilities of Navigators;
- provide authorization in a form and manner deemed acceptable 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 deemed acceptable 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 at any time such authorization provided the Navigator.

A template authorization form developed by CMS will be provided separately to all Recipients.

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

Survival. Recipient covenants and agrees to destroy all PII of Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or those

individuals' legal representatives or Authorized Representatives in its possession at the end of the record retention period required under this specific term and condition and Attachments E and F. If, upon the termination or expiration of this grant, the Navigator has in its possession PII for which no retention period is specified in this specific term and condition and/or Attachments E and F, such PII shall be destroyed within 30 Days of the termination or expiration of this grant. 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 E and F, 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 Agreement.

**18. 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.

**19. 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 the Privacy and Security Compliance Term and Condition, and Attachments E and F.

**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 F, of Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or those individuals' legal representatives or Authorized Representatives, 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 F, of Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or those individuals' legal representatives or Authorized Representatives 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 collect, handle, disclose, access, maintain, store, and/or use the PII (as defined in Attachment F) of any Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or those individuals' legal representatives or Authorized Representatives, 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**

## **Program Terms and Conditions Attachment E**

### **PRIVACY AND SECURITY STANDARDS AND IMPLEMENTATION SPECIFICATIONS FOR NON-EXCHANGE<sup>4</sup> ENTITIES**

#### **Statement of Applicability:**

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. All terms used herein carry the meanings assigned in Version 1 of Attachment F, which is also attached to this Notice of Award.

The standards and implementation specifications that are set forth in this Attachment E and the Minimum Acceptable Risk Standards for Exchanges (MARS-E) Version 1.0, which is available at <http://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/index.html#MinimumAcceptableRiskStandards>, and with the Minimum Acceptable Risk Standards for Exchanges Version 2.0, when it is effective, are the same as, or more stringent than, the privacy and security standards and implementation specifications that we have established for the Federally-Facilitated Exchanges (“FFE”) under Section 1321(c) of the Affordable Care Act (42 U.S.C. § 18041(c)).

The FFEs will enter into contracts or grants, such as this Notice of Award (hereinafter “Agreement” or “Agreements”) with Non-Exchange Entities that gain access to Personally Identifiable Information (“PII”) exchanged with the FFEs, or directly from Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or these individuals’ legal representatives or Authorized Representatives. That Agreement and its appendices, including this Attachment E, govern any PII that is created, collected, disclosed, accessed, maintained, stored, or used by Non-Exchange Entities in the context of the FFE. In signing that Agreement, in which this Attachment E has been incorporated, Non-Exchange Entities agree to comply with the standards and implementation specifications laid out in this document and the referenced MARS-E suite of documents while performing the Authorized Functions outlined in their respective Agreements.

#### **NON-EXCHANGE ENTITY PRIVACY AND SECURITY STANDARDS AND IMPLEMENTATION SPECIFICATIONS**

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<sup>4</sup> For purposes of this attachment, the term “Exchange” is used instead of “Marketplace” (see footnote 1).

In addition to the standards and implementation specifications set forth in the MARS-E suite of documents noted above, Non-Exchange Entities must meet the following privacy and security standards and implementation specifications to the extent they are not inconsistent with any applicable MARS-E standards.

(1) Individual Access to PII: *In keeping with the standards and implementation specifications used by the FFE, Non-Exchange Entities that maintain and/or store PII must provide Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or these individuals' legal representatives and Authorized Representatives, with a simple and timely means of appropriately accessing PII pertaining to them and/or the person they represent in a physical or electronic readable form and format.*

a. Standard: Non-Exchange Entities that maintain and/or store PII must implement policies and procedures that provide access to PII upon request.

i. Implementation Specifications:

1. Access rights must apply to any PII that is created, collected, disclosed, accessed, maintained, stored, and used by the Non-Exchange Entity to perform any of the Authorized Functions outlined in their respective agreements with the FFE.
2. The release of electronic documents containing PII through any electronic means of communication (e.g., e-mail, web portal) must meet the verification requirements for the release of "written documents" in Section (5)b below.
3. Persons legally authorized to act on behalf of the Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers regarding their PII, including individuals acting under an appropriate power of attorney that complies with applicable state and federal law, must be granted access in accordance with their legal authority. Such access would generally be expected to be coextensive with the degree of access available to the Subject Individual.
4. At the time the request is made, the Consumer, Applicant, Qualified Individual, Enrollee, Qualified Employees, Qualified Employers, or these individuals' legal representatives or Authorized Representatives should generally be required to specify which PII he or she would like access to. The Non-Exchange Entity may assist them in determining their Information or data needs if such assistance is requested.
5. Subject to paragraphs (1)a.i.6 and 7 below, Non-Exchange Entities generally must provide access to the PII in the form or format requested, if it is readily producible in such form or format.

6. The Non-Exchange Entity may charge a fee only to recoup their costs for labor for copying the PII, supplies for creating a paper copy or a copy on electronic media, postage if the PII is mailed, or any costs for preparing an explanation or summary of the PII if the recipients has requested and/or agreed to receive such summary. If such fees are paid, the Non-Exchange Entity must provide the requested copies in accordance with any other applicable standards and implementation specifications.
7. A Non-Exchange Entity that receives a request for notification of, or access to PII must verify the requestor's identity in accordance with Section (5)b below.
8. A Non-Exchange Entity must complete its review of a request for access or notification (and grant or deny said notification and/or access) within 30 days of receipt of the notification and/or access request.
9. Except as otherwise provided in (1)a.i.10, if the requested PII cannot be produced, the Non-Exchange Entity must provide an explanation for its denial of the notification or access request, and, if applicable, information regarding the availability of any appeal procedures, including the appropriate appeal authority's name, title, and contact information.
10. Unreviewable grounds for denial. Non-Exchange Entities may deny access to PII that they maintain or store without providing an opportunity for review, in the following circumstances:
  - a. If the PII was obtained or created solely for use in legal proceedings;
  - b. If the PII is contained in records that are subject to a law that either permits withholding the PII or bars the release of such PII.

(2) Openness and Transparency. *In keeping with the standards and implementation specifications used by the FFE, Non-Exchange Entities must ensure openness and transparency about policies, procedures, and technologies that directly affect Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employers, and Qualified Employees, and their PII.*

- a. Standard: Privacy Notice Statement. Prior to collecting PII, the Non-Exchange Entity must provide a notice that is prominently and conspicuously displayed on a public facing Web site, if applicable, or on the electronic and/or paper form the Non-Exchange Entity will use to gather and/or request PII.
  - i. Implementation Specifications.



1. The statement must be written in plain language and provided in a manner that is accessible and timely to people living with disabilities and with limited English proficiency.
2. The statement must contain at a minimum the following information:
  - a. Legal authority to collect PII;
  - b. Purpose of the information collection;
  - c. To whom PII might be disclosed, and for what purposes;
  - d. Authorized uses and disclosures of any collected information;
  - e. Whether the request to collect PII is voluntary or mandatory under the applicable law;
  - f. Effects of non-disclosure if an individual chooses not to provide the requested information.
3. The Non-Exchange Entity shall maintain its Privacy Notice Statement content by reviewing and revising 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.
4. If the Non-Exchange Entity operates a Web site, it shall ensure that descriptions of its privacy and security practices, and information on how to file complaints with CMS and the Non-Exchange Entity, are publicly available through its Web site.

(3) *Individual choice.* In keeping with the standards and implementation specifications used by the FFE, Non-Exchange Entities should ensure that Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or these individuals' legal representatives or Authorized Representatives, are provided a reasonable opportunity and capability to make informed decisions about the creation, collection, disclosure, access, maintenance, storage, and use of their PII.

- a. Standard: Informed Consent. The Non-Exchange Entity may create, collect, disclose, access, maintain, store, and use PII from Consumers, Applicants, Qualified Individuals, Enrollees, or these individuals' legal representatives or Authorized Representatives, only for the functions and purposes listed in the Privacy Notice Statement and any relevant agreements in effect as of the time the information is collected, unless the FFE or Non-Exchange Entity obtains informed consent from such individuals.

i. Implementation specifications:

1. The Non-Exchange Entity must obtain informed consent from individuals for any use or disclosure of information that is not permissible within the scope of the Privacy Notice Statement and any relevant agreements that were in effect as of the time the PII was collected. Such consent must be subject to a right of revocation.
2. Any such consent that serves as the basis of a use or disclosure must:



- a. Be provided in specific terms and in plain language;
  - b. Identify the entity collecting or using the PII, and/or making the disclosure;
  - c. Identify the specific collections, use(s), and disclosure(s) of specified PII with respect to a specific recipient(s);
  - d. Provide notice of an individual's ability to revoke the consent at any time.
3. Consent documents must be appropriately secured and retained for 10 years.

(4) Creation, collection, disclosure, access, maintenance, storage, and use limitations. *In keeping with the standards and implementation specifications used by the FFE, Non-Exchange Entities must ensure that PII is only created, collected, disclosed, accessed, maintained, stored, and used, to the extent necessary to accomplish a specified purpose(s) in the Agreement and any appendices. Such information shall never be used to discriminate against a Consumer, Applicant, Qualified Individual, Enrollee, Qualified Employee, or Qualified Employer.*

- a. Standard: Other than in accordance with the consent procedures outlined above, the Non-Exchange Entity shall only create, collect, disclose, access, maintain, store, and use PII:
  1. To the extent necessary to ensure the efficient operation of the Exchange;
  2. In accordance with its published Privacy Notice Statement and any applicable agreements that were in effect at the time the PII was collected, including the consent procedures outlined above in Section (3) above; and/or
  3. In accordance with the permissible functions outlined in the regulations and agreements between CMS and the Non-Exchange Entity.
- b. Standard: Non-discrimination. The Non-Exchange Entity should, to the greatest extent practicable, collect PII directly from the Consumer, Applicant, Qualified Individual, Enrollee, Qualified Employee, or Qualified Employer, when the information may result in adverse determinations about benefits.
- c. Standard: Prohibited uses and disclosures of PII
  - i. Implementation Specifications:
    1. The Non-Exchange Entity shall not request Information regarding citizenship, status as a national, or immigration status for an individual who is not seeking coverage for himself or herself on any application.

2. The Non-Exchange Entity shall not require an individual who is not seeking coverage for himself or herself to provide a social security number (SSN), except if an Applicant's eligibility is reliant on a tax filer's tax return and their SSN is relevant to verification of household income and family size.
3. The Non-Exchange Entity shall not use PII to discriminate, including employing marketing practices or benefit designs that will have the effect of discouraging the enrollment of individuals with significant health needs in QHPs.

(5) Data quality and integrity. *In keeping with the standards and implementation specifications used by the FFE, Non-Exchange Entities should take reasonable steps to ensure that PII is complete, accurate, and up-to-date to the extent such data is necessary for the Non-Exchange Entity's intended use of such data, and that such data has not been altered or destroyed in an unauthorized manner, thereby ensuring the confidentiality, integrity, and availability of PII.*

- a. Standard: Right to Amend, Correct, Substitute, or Delete PII. In keeping with the standards and implementation specifications used by the FFE, Non-Exchange Entities must offer Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or these individuals' legal representatives or Authorized Representatives, an opportunity to request amendment, correction, substitution, or deletion of PII maintained and/or stored by the Non-Exchange Entity if such individual believes that the PII is not accurate, timely, complete, relevant, or necessary to accomplish an Exchange-related function, except where the Information questioned originated from other sources, in which case the individual should contact the originating source.

- i. Implementation Specifications:

1. Such individuals shall be provided with instructions as to how they should address their requests to the Non-Exchange Entity's Responsible Official, in writing or telephonically. They may also be offered an opportunity to meet with such individual or their delegate(s) in person.
2. Such individuals shall be instructed to specify the following in each request:
  - a. The PII they wish to correct, amend, substitute or delete;
  - b. The reasons for requesting such correction, amendment, substitution, or deletion, along with any supporting justification or evidence.
3. Such requests must be granted or denied within no more than 10 working days of receipt.

4. If the Responsible Official (or their delegate) reviews these materials and ultimately agrees that the identified PII is not accurate, timely, complete, relevant or necessary to accomplish the function for which the PII was obtained/provided, the PII should be corrected, amended, substituted, or deleted in accordance with applicable law.
  5. If the Responsible Official (or their delegate) reviews these materials and ultimately does not agree that the PII should be corrected, amended, substituted, or deleted, the requestor shall be informed in writing of the denial, and, if applicable, the availability of any appeal procedures. If available, the notification must identify the appropriate appeal authority including that authority's name, title, and contact information.
- b. Standard: Verification of Identity for Requests to Amend, Correct, Substitute or Delete PII. In keeping with the standards and implementation specifications used by the FFE, Non-Exchange Entities that maintain and/or store PII must develop and implement policies and procedures to verify the identity of any person who requests access to; notification of; or amendment, correction, substitution, or deletion of PII that is maintained by or for the Non-Exchange Entity. This includes confirmation of an individuals' legal or personal authority to access; receive notification of; or seek amendment, correction, substitution, or deletion of a Consumer's, Applicant's, Qualified Individuals', Enrollee's, Qualified Employee's, or Qualified Employer's PII.
- i. Implementation Specifications:
    1. The requester must submit through mail, via an electronic upload process, or in-person to the Non-Exchange Entity's Responsible Official, a copy of one of the following government-issued identification: a driver's license, school identification card, voter registration card, U.S. military card or draft record, identification card issued by the federal, state or local government, including a U.S. passport, military dependent's identification card, Native American tribal document, or U.S. Coast Guard Merchant Mariner card.
    2. If such requester cannot provide a copy of one of these documents, he or she can submit two of the following documents that corroborate one another: a birth certificate, Social Security card, marriage certificate, divorce decree, employer identification card, high school or college diploma, and/or property deed or title.
- c. Standard: Accounting for Disclosures. Except for those disclosures made to the Non-Exchange Entity's Workforce who have a need for the record in the

performance of their duties; and the disclosures that are necessary to carry out the required functions of the Non-Exchange Entity, Non-Exchange Entities that maintain and/or store PII shall maintain an accounting of any and all disclosures.

i. Implementation Specifications:

1. The accounting shall 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
2. The accounting shall be retained for at least 10 years after the disclosure, or the life of the record, whichever is longer.
3. Notwithstanding exceptions in Section (1)a.10, this accounting shall be available to Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, Qualified Employers, or these individuals' legal representatives or Authorized Representatives, on their request per the procedures outlined under the access standards in Section (1) above.

(6) Accountability. *In keeping with the standards and implementation specifications used by the FFE, Non-Exchange Entities should adopt and implement the standards and implementation specifications in this document and the cited MARS-E document suite, in a manner that ensures appropriate monitoring and other means and methods to identify and report Incidents and/or Breaches.*

- a. Standard: Reporting. The Non-Exchange Entity must implement Breach and Incident handling procedures that are consistent with CMS' Incident and Breach Notification Procedures<sup>5</sup> and memorialized in the Non-Exchange Entity's own written policies and procedures. Such policies and procedures would:
  - i. Identify the Non-Exchange Entity's Designated Privacy Official, if applicable, and/or identify other personnel authorized to access PII and responsible for reporting and managing Incidents or Breaches to CMS.
  - ii. Provide details regarding the identification, response, recovery, and follow-up of Incidents and Breaches, which should include information regarding the potential need for CMS to immediately suspend or revoke access to the Hub for containment purposes; and
  - iii. 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 required time frames.
- b. Standard: Standard Operating Procedures. The Non-Exchange Entity shall incorporate privacy and security standards and implementation specifications,

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<sup>5</sup> Available at [http://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Downloads/RMH\\_VIII\\_7-1\\_Incident\\_Handling\\_Standard.pdf](http://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Downloads/RMH_VIII_7-1_Incident_Handling_Standard.pdf)

where appropriate, in its standard operating procedures that are associated with functions involving the creation, collection, disclosure, access, maintenance, storage, or use of PII.

i. Implementation Specifications:

1. The privacy and security standards and implementation specifications shall be written in plain language and shall be available to all of the Non-Exchange Entity's Workforce members whose responsibilities entail the creation, collection, maintenance, storage, access, or use of PII.
2. The procedures shall ensure the Non-Exchange Entity'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 Agreement; 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.
3. The standard operating procedures must be designed and implemented to ensure the Non-Exchange Entity 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 Non-Exchange Entity, to ensure such compliance.

- a. Standard: Training and Awareness. The Non-Exchange Entity shall develop training and awareness programs for members of its Workforce that create, collect, disclose, access, maintain, store, and use PII while carrying out any Authorized Functions.

i. Implementation Specifications:

1. The Non-Exchange Entity must require such individuals to successfully complete privacy and security training, as appropriate for their work duties and level of exposure to PII, prior to when they assume responsibility for/have access to PII.
2. The Non-Exchange Entity must require periodic role-based training on an annual basis, at a minimum.
3. The successful completion by such individuals of applicable training programs, curricula, and examinations offered through the FFE is sufficient to satisfy the requirements of this paragraph.

- b. Standard: Security Controls. The FFE shall adopt and implement the Security Control standards cited in the MARS-E document suite for protecting the confidentiality, integrity, and availability of PII.
  - i. Implementation Specifications:
    - 1. Implementation specifications for each Security Control are provided in the MARS-E document suite.

# **Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Marketplaces**

## **Program Terms and Conditions Attachment F**

### **DEFINITIONS**

This Attachment defines terms that are used in the Notice of Award, Attachments D E, and F.

- (1) **Affordable Care Act (ACA)** means the Patient Protection and Affordable Care Act (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) **Access** means availability of a SORN Record to a subject individual.
- (3) **Advance Payments of the Premium Tax Credit (APTC)** has the meaning set forth in 45 CFR 155.20.
- (4) **Applicant** has the meaning set forth in 45 CFR 155.20.
- (5) **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 Attachment D of the Program Terms and Conditions that incorporates this Attachment.
- (6) **Authorized Representative** means a person or organization meeting the requirements set forth in 45 CFR 155.227.
- (7) **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 an other than authorized purpose have access or potential access to Personally Identifiable Information (PII), whether physical or electronic.
- (8) **CCIO** means the Center for Consumer Information and Insurance Oversight within the Centers for Medicare & Medicaid Services (CMS).
- (9) **CMS** means the Centers for Medicare & Medicaid Services.



- (10) **CMS Data Services Hub (Hub)** is the CMS Federally-managed service to interface data among connecting entities, including HHS, certain other Federal agencies, and State Medicaid agencies.
- (11) **Consumer** means a person who, for himself or herself, or on behalf of another individual, seeks information related to eligibility or coverage through a Qualified Health Plan (QHP) or other Insurance Affordability Program, or whom an agent or broker (including Web-brokers), Navigator, Issuer, Certified Application Counselor, or other entity assists in applying for a coverage through QHP, applying for APTCs and CSRs, and/or completing enrollment in a QHP through its web site for individual market coverage.
- (12) **Cost-sharing Reduction (CSR)** has the meaning set forth in 45 CFR 155.20.
- (13) **Day or Days** means calendar days unless otherwise expressly indicated in the relevant provision of the Notice of Award terms and conditions that incorporates this Attachment F.
- (14) **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 notice, responsible for the development and implementation of the privacy and security policies and procedures of the Non-Exchange Entity, and ensuring the Non-Exchange Entity has in place appropriate safeguards to protect the privacy and security of PII.
- (15) **Enrollee** has the meaning set forth in 45 CFR 155.20.
- (16) **Exchange (or Marketplace)** has the meaning set forth in 45 CFR 155.20.<sup>6</sup>
- (17) **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.
- (18) **Health Insurance Coverage** has the meaning set forth in 45 CFR 155.20.
- (19) **HHS** means the U.S. Department of Health & Human Services.

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<sup>6</sup> In this attachment, the terms “Exchange” and “Marketplace” are both 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 (see footnote 1).

- (20) **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.
- (21) **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.
- (22) **Issuer** has the meaning set forth in 45 CFR 144.103.
- (23) **Minimum Acceptable Risk Standards—Exchanges (MARS-E)** means a CMS-published suite of documents, version 1.0 (August 1, 2012), that defines the security standards required pursuant to 45 CFR 155.260 and 45 CFR 155.270, for any Exchange, individual, or entity gaining access to information submitted to an Exchange or through an Exchange using a direct, system-to-system connection to the Hub, available on the CCIIO web site.
- (24) **Navigator** has the meaning set forth in 45 CFR 155.20.
- (25) **Non-Exchange Entity** has the meaning at 45 CFR 155.260(b), and includes but is not limited to Navigators.
- (26) **OMB** means the Office of Management and Budget.
- (27) **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.*
- (28) **Qualified Employee** has the meaning set forth in 45 CFR 155.20.
- (29) **Qualified Employer** has the meaning set forth in 45 CFR 155.20.
- (30) **Qualified Health Plan (QHP)** has the meaning set forth in 45 CFR 155.20.
- (31) **Qualified Individual** has the meaning set forth in 45 CFR 155.20.

- (32) **Responsible Official** means an individual or officer responsible for managing a Non-Exchange Entity or Exchange's records or information systems, or another individual designated as an individual to whom requests can be made, or the designee of either such officer or individual who is listed in a Federal System of Records Notice as the system manager, or another individual listed as an individual to whom requests may be made, or the designee of either such officer or individual.
- (33) **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.
- (34) **State** means the State where the Navigator that is a party to the Notice of Award is operating.
- (35) **State Partnership Exchange** means a type of FFE in which a State assumes responsibility for carrying out certain activities related to plan management, consumer assistance, or both.
- (36) **Subject Individual** means that individual to whom a SORN Record pertains.
- (37) **System of Records Notice (SORN)** means a notice published in the Federal Register notifying the public of a System of Records maintained by a Federal agency. The notice describes privacy considerations that have been addressed in implementing the system.
- (38) **Workforce** means a Non-Exchange Entity's or FFE's employees, agents, contractors, subcontractors, officers, directors, agents, representatives, volunteers and any other individual who may create, collect, disclose, access, maintain, store, or use PII in the performance of his or her duties.

## **B. 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 *Connecting Arizonans to Coverage (CA2C)*, a statewide consortium of 18 organizations including Kids Health Link (KHL) and Nuestra Salud (NSC) coalitions. CA2C members are Community Health Centers (CHCs); mobile community-based outreach and enrollment (O/E) programs using community health workers; volunteers; public health nurses; etc. AACHC's CA2C consortium was Arizona's largest Navigator grantee during the first open enrollment (OE1).

AACHC, a statewide alliance of 37 members with over 220 clinical sites, has served as Arizona's *Primary Care Association* since 1985 with the mission of promoting and facilitating 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 provide training/technical assistance (TA) related to the healthcare safety net. AACHC is well-positioned to lead Arizona's efforts, having successfully implemented 2013 O/E programs that include: a Navigator Cooperative Agreement (CA), a foundation-funded effort targeting young adults in urban AZ; and a federally funded TA program to support Certified Application Counselors (CACs) in CHCs.

Children's Action Alliance (CAA) has coordinated the KHL Coalition, funded by Arizona's early childhood education and health agency since 2010. CAA also funds a 24-hour English/Spanish intake phone line which CA2C expanded to include statewide referrals to ACA assistance. KHL provides O/E across community locations in Maricopa County; past O/E efforts have included media partnerships and phone-a-thons in Tucson and Phoenix.

Pima Community Access Program (PCAP) targets individuals with income levels too high for Medicaid that cannot afford private health insurance. PCAP's 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 and II grantee, developed and managed a virtual call center for education/enrollment of 26,000 children, added back to KidsCare following a freeze. Due to patient referral patterns, NSC will serve Cochise, Graham and Greenlee Counties for OE2.

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.<sup>1</sup> More than 369,000 Hispanic Arizonans are uninsured, a rate nearly double that of White non-Hispanic Arizonans<sup>2</sup>, and 93% of Arizona's uninsured Hispanics live in Maricopa and Pima Counties. Arizona is also home to 21 federally recognized Native American tribes, with Native Americans representing 4.6% of the population.<sup>3</sup> Prior to OE1 and Medicaid expansion, 18% of Arizonans were on Medicaid, and 18% were uninsured compared to 16% and 16% respectively nationally.<sup>4</sup> Arizona's geographically isolated areas, shared border with Mexico, number of tribes, and high numbers of underserved present challenges in addressing healthcare needs, access, and coverage.

Accordingly, CA2C members are urban and rural non-profit organizations, representing racial/cultural/ethnic communities or underserved populations, with established application assistance track records. CA2C members boast extensive community contacts, O/E experience, past use of AZ's online Medicaid application (Health-e-Arizona-Plus (HeA-Plus)), and

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<sup>1</sup> U.S. Census Quick Facts

<sup>2</sup> U.S. Census Puma Data Reports.

<sup>3</sup> 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](http://factfinder2.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=DEC_10_DP_DPDP1). Retrieved 05/18/13.

<sup>4</sup> 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.

successful 2013 Navigator activity (enrollment assistance appointments statewide, hundreds of education/outreach events, work with community/public partners, and enrollment event staffing).

Referrals to appropriate agencies and assistance with appeals were also offered. CA2C includes:

<b>Name of Organization</b>	<b>Primary Geography</b>	<b>Primary Focus</b>
<b>AACHC</b>	<i>Primary Care Assoc, providing support, coordination and TA</i>	
Adelante Healthcare (FQHC)	East and West Maricopa Co.	Primary Care/Enabling Svcs
Concilio Latino de Salud (new sub-awardee)	Maricopa Co.	Health, O/E, Community Health Worker Model (CHW), Latino
North Country HealthCare (FQHC)	Apache, Coconino, Mohave, Navajo Co., Yavapai Co.	Primary Care/Enabling Svcs., Health education
People of Color Network (24 members)	Maricopa, Pinal Co, Yuma, Tucson	Behavioral Health, Communities of Color Ntwrk
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)	Coconino Co.	Primary Care/Enabling Svcs. Native American
<b>Kids Health Link</b>	<i>Maricopa County Coalition focused on O/E.</i>	
Asian Pacific Community In Action (new sub-awardee)	Maricopa Co.	Health, prevention and education, O&E, CHW
Desert Mission	North Central Phx	Primary Care/Human Svcs
Empowerment Systems*	Phx, Pinal, Gila 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
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
<b>Nuestra Salud</b>	<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
St. Elizabeth's Health Center	Tucson	Primary Care/Enabling Svcs
United Way of Tucson	Pima, Santa Cruz Co.	O/E, Vlntr Svcs, Health Ed.

\*Also a member of Nuestra Salud CHIPRA funding

CA2C successfully reached approximately 297,000 Arizonans between Oct 2013 and Apr 2014, exceeding its projected 12 month target of 225,000. Continued funding will allow CA2C to reach approximately 350,000 in the 2014-2015 CA year. CA2C requests funding over the 2013 amount awarded due to the addition of new sub-awardees targeting specific communities with

high uninsured rates, efforts to reach veterans and military families, and increased numbers of Navigators (125 certified Navigators for OE2 vs. 67 for OE1). CA2C allocates funding based on number of uninsured per county, with the largest amount going to Maricopa County.

## **2) Scope of activities**

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

All but two 2014 CA2C members participated in CA2C in 2013, have received Navigator training, are adept at providing services to consumers, and understand Navigator requirements. All CA2C members have experience performing outreach, utilizing electronic eligibility systems, and providing assistance in Medicaid/Marketplace plan selection.

To facilitate continued Navigator deployment, targeting uninsured and underserved populations, the proposed budget allocates funding to organizations within 5 geographic zones based on the number of uninsured Arizonans (ages 0-65) living in that zone as a percent of overall uninsured in the state. See *Appx A* for allocation and distribution methodology.

CA2C will continue utilizing 2 tiers of Navigators: Lead Navigators (*Appx D*) support O/E activities in 5 zones, serving as coordinators/trainers for their organizations and Medicaid application assisters, Navigators, and CACs within their zone. Some Lead Navigators will be designated as resource specialists for defined populations, such as veterans, individuals with disabilities, LGBTQ individuals, etc. and provide support for all CA2C members in these areas. Navigators will be returning Navigators or Medicaid application assisters. CA2C members have demonstrated assister experience, and each will appoint a Training Officer to assure Navigator continuing education and compliance with CMS certification and AZ licensing requirements.

Multiple CA2C members serve people with disabilities and/or have working relationships with disability organizations. To improve outreach and application services to this population,



one CA2C member with regular office hours at Arizona's Bridge to Independent Living will provide disability resource support to CA2C. Concilio Latino de Salud's past HIV education/prevention work will enhance CA2C reach into Hispanic and LGBTQ communities through existing connections and increase support to all CA2C members to serve these populations. Asian Pacific Community in Action will build relationships and provide assistance in the Asian/Pacific Islander Community. Empowerment Systems, fiscal agent for the AZ Coalition of Military Families, will assist in building relationships with veterans organizations.

AACHC will continue to oversee the program with a returning Project Director (PD) and two returning Coordinating Navigators (CN). The PD will supervise CN and continue to support program infrastructure, including execution of sub-awardee agreements and updating of policies and procedures. PD and CN 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 coordinate collecting, collating, and submitting required reports from their coalition members and assist in facilitating sub-awardee communication and compliance.

Leveraging CA2C member strengths, including more than 800 community partners, CA2C will enhance its corps of culturally-sensitive Navigators who have demonstrated effective use of online systems, capacity to assist/educate consumers, and experience working with underserved populations. Sub-awardees will sign new agreements detailing their ongoing ability to meet Navigator standards, including greater Small Business Health Options Program (SHOP) engagement.

***How proposed targeted areas will be served & Communication and marketing plan***

CA2C is a statewide coalition that encompasses language and cultural competencies reflective of Arizona's diverse population. Last year's Navigators spoke English 41% of the

time, Spanish 57%, Native American languages 2%, and other preferred languages 1% during consumer appointments. Consumers requested disability accommodations in one-half of one percent (.05%) of Navigator appointments. New partners will expand CA2C's reach in Asian/Pacific Islander and Hispanic communities, and AACHC will designate Navigators to serve as subject matter resources for CA2C members that encounter consumers who identify as: SHOP, homeless, veterans, living with disabilities, families with children, refugees, LGBTQ, or over the age of 65 but not Medicare-eligible. AACHC, through the designated resource experts, will provide fact sheets and additional training to better prepare all CA2C Navigators.

Because CA2C is a statewide consortium representing urban and rural areas as well as diverse populations, communications and marketing plans will be developed at multiple levels and implemented regionally. Cover AZ, 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 600 organizations, including hospitals, CHCs, and governmental, faith-based, tribal, behavioral health, and community organizations) that utilize grassroots and mass marketing methods to inform and educate Arizonans on affordable coverage options. This coalition will be used as a vehicle for CA2C statewide communications and marketing. CA2C members participate in Cover AZ's Communications and Event Committee that is working with Enroll America to develop a communications plan informed by national research on messaging and Arizona's lessons learned. The plan will be distributed to Cover AZ and CA2C members, with members encouraged to use their local contacts and communication platforms to distribute suggested messages. CA2C will collaborate with Enroll America to host 4 training sessions across AZ for CA2C and partners on developing regional/local outreach plans and integrating organizational digital/social media plans with outreach plans. The intention of

AACHC, Cover AZ, and Enroll America is to have a statewide scheduling system available by November 2014 to facilitate more effective use of 211 (which CA2C previously successfully developed as a statewide hotline to locate local assisters) and establish use of one consumer phone number to be used in coordinated statewide or regional marketing campaigns.

***Existing relationships or how relationships could be readily established***

Last year's CA2C members had more than 800 community organization relationships, including business relationships. New sub-awardees, Concilio Latino de Salud and APCA bring new and beneficial relationships to the consortium. Several CA2C members are active Chamber members in their communities, creating employer outreach and education opportunities.

***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. Please see attached MOU (*Appx B*) documenting this attestation.

CA2C assisted consumers statewide during the 2013 CA while laying the groundwork for an ongoing, sustainable consumer assistance program. AACHC and sub-awardees are prepared to continue CA activity immediately upon receipt of Notice of Award. 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. AACHC will continue teaching and monitoring activities related to plan selection assistance that does not conflict with CMS rules. See *Work Plan* for project activities related to statutory and regulatory duties of Navigators throughout the CA period.

***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 no conflicts of interest.

***A plan to ensure staff and volunteers complete all required training***

AACHC published instructions on control of Navigator ID numbers for OE1 and will do the same for OE2. CA2C members will request ID numbers for each Navigator from the PD; PD or CN will log the number and information on the CMS form; when an ID number is issued, the CCHIO Project Officer (PO) will receive a copy; each CA2C member will provide AACHC with evidence of successful training course completion; AACHC will forward completion log sheet to PO for processing; and AACHC and Navigator will receive the official certificate from the PO.

Because AZ now has a Navigator licensing law that requires CMS Navigator or CAC certification prior to applying for an AZ license, AACHC will issue instructions and develop control methods to assure that CA2C members comply with CMS and AZ requirements.

AACHC will also track distribution of important guidance and complementary training. Training Officers at each CA2C sub-awardee 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 information or training by a specified date.

***Progress on current activities & continuation, improvement, and expansion with 2014 funding***

More than 272,000 Arizonans received coverage between October 2013 and April 2014 as a result of the ACA, with more than 19% connected to coverage because of CA2C members,

and at least 12% covered by activities directly related to Navigator funding.<sup>5</sup> As of May 1, 67 CA2C Navigators completed all requirements and were issued certificates. During OE1, CA2C members assisted 124,753 people at nearly 2,500 events, received 98,011 phone calls, staffed 74,413 appointments, and made more than 290,000 consumer contacts. Navigators produced applications for coverage listing 32,251 people. Arizona ranked 48<sup>th</sup> in federal dollars received for enrollment assistance and 29<sup>th</sup> among states in % of potential Marketplace people enrolled.<sup>6</sup>

During OE1, Federal agencies and national advocacy groups requested CA2C assistance with events where sometimes assisters outnumbered consumers. Inefficient use of limited resources will be reduced, hopefully eliminated, by adopting the AEA model: Awareness → Education → Application. CA2C members need to understand the purpose of proposed events and the defined target audience prior to committing staff resources. Navigators are best used working with consumers on education/applications, coordinating CACs, and building relationships to increase awareness.

2014 improvements will include better coordination of events as well as include instruction to partners on best practices for data capture at the time of consumer contact, improved FAQ accessibility on the CoverAZ.org website, and addition of Arizona-specific FAQs that address HeA-Plus, border, and tribal issues. Experience gained by AACHC, Enroll America, and Cover AZ during OE1 will result in better coordination of O/E events across the state, less duplication of information, and more focused local marketing plans. Expansion of CA2C will include two new members, a focus on military families, and promotion of lessons learned during OE1.

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

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<sup>5</sup> Based on reports from CA2C members

<sup>6</sup> St. Luke's Health Initiatives

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 that prohibit release or use of PII for reasons other than its express purpose including the Health Insurance Portability and Accountability Act (HIPAA), state, and federal laws related to privacy protection within their HeA-Plus contracts. CA2C members attest that no personal information will be used for anything other than the express purpose of Navigation assistance and all computers will continue to be used in accordance with 45 C.F.R. § 155.260 (see *Appx B*). All program computers have passwords preventing others from accessing information, and data collected for reporting purposes will not include PII. AACHC will monitor compliance and provide TA as needed.

***Process to ensure staff/volunteers complete required privacy/security of consumer PII training***

The PD and CN will work with CA2C members to assure training records reflect all staff/volunteers have completed appropriate privacy/security training. AACHC will provide required training 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 currently being used by 2013 partners. Once CMS releases a 2014 template, AACHC will provide it along with guidance and training to 2014 CA2C members. AACHC will retain examples of the consent form each member uses during OE2.

***How Navigator staff will protect PII***

- ***Plans for training staff & Process for evaluating staff qualifications*** AACHC will provide training to partners via webinars or in-person in multiple AZ 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*** AACHC has worked with current CA2C members to ensure all Navigators have received criminal background checks. In July 2014, the Arizona Department of Insurance will begin processing Navigator Licenses as a result of HB 2508, requiring fingerprinting and background checks for Navigators and boards of directors for Navigator entities. AACHC will require CA2C members to provide copies of each of their Navigator's licenses once the law is in effect. AACHC will track compliance with Arizona law and CMS certification requirements. AACHC will also conduct an Office of Inspector General Sanction Check 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. One member reported a failure to follow procedure to AACHC. The member terminated the employee. No actual PII was released or inappropriately shared. No other breaches or potential inappropriate handling of PII have been reported.

#### **4) Accomplishments**

CA2C member accomplishments as a result of Navigator funding are detailed throughout this proposal (and Appx C); CA2C activities account for approximately 19% of the entire population that enrolled in Marketplace or Medicaid coverage in Arizona between Oct 2013 and Apr 2014. More than 290,000 consumer contacts were made with CA2C members during this 7



month period, and at least 51,300 people were listed on applications. CA2C members held Educational and enrollment events in all major cities in the state.

AACHC conducted live training sessions in multiple cities, issued guidance, and discussed insurance literacy and plan selection on calls with Navigators. AACHC developed a module, “Teaching consumers to shop, without telling them what plan to buy” that was presented in three cities for CA2C members and included exercises and a video to reinforce key insurance terms while covering plan differences. AACHC also collaborated with Cover AZ to create statewide AZ 211 capability to facilitate consumer identification of local assisters.

***Developing and maintaining relationships with key stakeholders***

All CA2C members have a strong history of developing and maintaining relationships with key stakeholders, including employers and local 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.

***Assisting consumers in obtaining eligibility determinations & Public education and outreach***

All CA2C members have extensive application assistance experience assisting vulnerable populations as listed in preceding sections. All CA2C members have organized and participated in many health and coverage events; CA2C members met consumers at more than 2,500 events during OE1 including: group ACA 101 presentations in multiple languages, radio/TV interview shows and phone banks, tabling events at a variety of locations, and community gatherings.

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

Appx C details CA2C member experience working with diverse underserved and vulnerable 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 written materials distributed are edited for reading comprehension by all patients. 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 Native American, Hispanic, and Asian 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. OE1 preferred language results are discussed in Section 2. CA2C members employ staff fluent in a variety of languages to meet community needs. CA2C services are accessible to individuals with disabilities. Other vulnerable populations served by CA2C include individuals with HIV/AIDS, the homeless, 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, public libraries, 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.

## **5) Expertise of Personnel**

### ***Total number of staff & Marketplace/Health Insurance Expertise***

125 Navigators (56.40 FTE) will be supported by this funding. AACHC will employ 2.18 FTE with four individuals trained as Navigators. AACHC also works with 19 FQHCs that employ approximately 300 CACs. CA2C Lead Navigators serve as resources to these assisters.

The PD, Mr. Allen Gjersvig has held a Life and Health producer's license in Wisconsin and Arizona; both licenses lapsed more than six years ago; he receives no ongoing residual payments from any insurance company. Mr. Gjersvig serves as PD for all of AACHC's O/E funding to ensure a coordinated approach for each of AACHC's three distinctly funded consumer enrollment programs. The CN, Ms. Meryl Deles (1 FTE) and Ms. Brenda Cardenas (.5 FTE) have served as Navigators under the 2013 CA and provide TA to Sub-awardees and Navigators statewide. 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.

***Conducting public education and outreach activities***

AACHC provided CA2C members with TA and an ACA 101 presentation designed to create a framework from which consumers could better understand the ACA. Several CA2C members adapted this presentation for use in their communities. Each CA2C member has skilled public speakers who spoke to groups at churches, schools, service clubs, and other community settings. Some presentations were offered in Spanish and English or in Spanish only.

CA2C members were and are encouraged to develop local outreach plans, for which AACHC provided training. Most members are also Cover AZ 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 their database for targeting outreach and enrollment campaigns.

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

Approximately 39,700 consumers were listed on Medicaid and Marketplace applications by Navigators, and more than 94% of Marketplace consumers applied for financial assistance. Navigators assisted with plan choice education without recommending or offering opinions, as this expectation was previously set through Arizona's managed care model Medicaid program.

***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. AACHC provides additional training or resources as needed. CA2C members employ Navigators who are culturally and linguistically reflective of the communities served; several partners 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/new activities to develop staff expertise***

CA2C members had prior experience with O/E assistance for public benefits including Medicaid, SNAP and TANF. 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. Navigators faced a steep learning curve but have demonstrated knowledge in all areas of Marketplace enrollment including life changes, special enrollment periods, and plan selection. Funding for OE2 will allow AACHC to build on this solid foundation, expand partners who will reach additional communities, and improve messaging, marketing and enrollment events. CA2C is committed to connecting all Arizonans to coverage so that they may have access to high-quality, affordable medical care.



*Primary Healthcare for All*

**ACA Navigator Conflict of Interest Plan  
Cooperative Agreement #6 NAVCA140112-01-01**

All sub-awardees have been informed and will sign agreements with AACHC (pending CMS approval of revised project budget) 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 will require all sub-recipients to execute an AACHC Navigator Conflict of Interest Agreement with each individual Navigator. Please see Attachment A.
2. AACHC will audit each sub-recipient to assure that Navigators have signed and understand the requirements listed in AACHC Navigator Conflict of Interest Agreement. Audits will include:
  - a. A requirement to forward a copy of each executed Agreement to AACHC so AACHC can match the names of the Navigators on the agreement to the log of Navigator ID numbers.
3. 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.
4. The process and results of all audits and compliance checks undertaken will be documented and maintained in AACHC grant files.

**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 # 1 NAVCA140112-01-00), 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 16, 2014 to September 15, 2015. 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.

\_\_\_\_\_  
Printed or typed sub-recipient organization name

\_\_\_\_\_  
Printed or typed name of Supervisor

\_\_\_\_\_  
Navigator printed or typed name

\_\_\_\_\_  
Signature of Supervisor & Date Signed

\_\_\_\_\_  
Navigator's Signature & Date Signed typed

**Please Detail any Questions or Disclosures here, if applicable:**

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**Signature and Date**

## ATTACHMENT 5

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

The terms and conditions of the Sub-recipient agreement effective September 16, 2014 and executed in furtherance of Cooperative Agreement #6 NAVCA140112-01-01 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:

**Non-Discrimination**

AACHC agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website [http://www.azgovernor.gov/dms/upload/EO\\_2009\\_09.pdf](http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, AACHC shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

**Americans with Disabilities Act**

AACHC shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 §§ U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

**Cancellation for Conflict of Interest**

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

**Legal Arizona Workers Act Compliance**

AACHC hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to AACHC's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). AACHC shall further ensure that each subcontractor who performs any work for AACHC under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have the right at any time to inspect the books and records of AACHC and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.



Any breach of AACHC's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting AACHC to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, AACHC shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

AACHC shall advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR's books and records to ensure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."