

Sub-Recipient Agreement Between
The Arizona Association of Community Health Centers, Inc.
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 # CA-NAV-130007-01-00. In order to fulfill the proposed scope of work, Pima County Health Department has agreed to participate in the project and commits to adhere to the roles and responsibilities detailed in the attached Letter of Intent dated May 31, 2013 submitted to HHS in conjunction with the project proposal.

Term of Contract

The project period for Cooperative Agreement # CA-NAV-130007-01-00 and this sub-recipient agreement is August 15, 2013 through August 14, 2014. 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.

Payment

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

<i>Pima County Health Department</i> <i>\$39,000</i>	<i>Personnel: \$20,005. Health Educator/Navigator = \$16.03/hr * 1248 hrs (.6 FTE) = \$20,005. Fringe Benefits: 33% of personnel= \$6,602. Travel: \$825 for 1,500 miles * \$.55/mile for local travel. Supplies: \$3,261. General office supplies @ \$1,265 based on historical usage. Laptop and docking station @ 1,750. MS Office Standard @ \$246. Other costs: \$3,316. Copier and printer costs based on historical usage (\$2,715). Aircard usage @ \$50/month * 12 months = \$600. Indirect costs (Federally Approved): \$4,991. 18.76% of \$26,607 (salary and benefits) = \$4,991.</i>
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The sub-recipient will submit invoices by the 15th of each month for activities conducted the previous month. Cooperative Agreement funds are available on a reimbursement basis only. Accordingly, invoices 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*, depending on the programmatic impact, 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 (QHP);
- Provide referrals to any applicable office of health insurance consumer assistance or health insurance ombudsman established under Section 2793 of the Public Health Service Act, or any other appropriate State agency or agencies, for any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination under such plan or coverage; and
- Provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served by the Exchange, including individuals with limited English proficiency, and ensure accessibility and usability of Navigator tools and functions for individuals with disabilities in accordance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.
- Navigators 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.
- Navigator must complete up to 30 hours of an HHS-developed training program and pass an exam to ensure appropriate understanding of relevant Exchange-related information.

- Navigators will receive resources from HHS to complement the training program including a manual of standard operating procedures.

Expectations of sub-recipients

Sub-recipient agrees to:

- Carry out the roles and responsibilities as detailed in this Agreement and in the Alliance's application narrative to CMS in response to the Cooperative Agreement to Support Navigators Funding Opportunity (CA-NAV-13-001) for the term of the Award.
- Work collaboratively with other sub-recipients to inform consumers and stakeholders about the changes in insurance mandated by the Affordable Care Act and to facilitate enrollment of consumers in QHPs, Medicaid, and CHIP.
- Comply with the Cooperative Agreement requirements in Attachment 2 and the Navigator Standards set forth in C.F.R. § 155.210.
- Submit invoices, progress reports, and supporting documentation electronically by the 15th of each month for the previous calendar month to both the Alliance and the Pima Community Access Program.
- Participate in program evaluation activities as outlined in the Alliance's Cooperative Agreement application.

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. The sub-recipient also agrees to comply with all Conflict of Interest Standards for Navigators, as detailed in 45 CFR Section 155.215(a).

Ineligible entities

Both parties signing this agreement attest they and their staff are not ineligible due to a relationship with health insurance issuers as 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 as defined above and as outlined in 45 CFR section 155.215(a)—Conflict of Interest Standards for Navigators 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>.

Standard/Special Terms and Conditions of Funding Agency

The Sub-Recipient is required to abide by the Standard Terms and Conditions as well as the Special Terms and Conditions imposed by the funding agency as laid out in Attachment 2 of this Sub-Recipient Agreement.

Pima County Addendum

The Pima County Addendum to Sub-recipient Agreement between The Arizona Association of Community Health Centers, Inc. (AACHC) and Pima County Health Department is incorporated into this agreement as Attachment 3.

Agreed to by:

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

Date

PIMA COUNTY:

Chair, Board of Supervisors

Date

ATTEST

Clerk of Board

Date

APPROVED AS TO FORM



Deputy County Attorney



Print DCA Name

Date

APPROVED AS TO CONTENT

Pima County Health Department

Date



ATT 1: Pima County Letter of Intent dated May 31, 2013.

ATT 2: Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Exchanges: Notice of Award, including Standard Terms and Conditions (Attachment A of the Notice of Award) and Special Terms and Conditions (Attachments B, C, D and E of the Notice of Award).

ATT 3: Pima County Addendum to Sub-recipient Agreement Between the Arizona Association of Community Health Centers, Inc. (AACHC) and Pima County Health Department.



PIMA COUNTY HEALTH DEPARTMENT
3950 S. COUNTRY CLUB, SUITE 100 • TUCSON AZ 85714
Phone: (520) 243-7770

Letter of Intent

May 31, 2013

John C. McDonald, CEO
Arizona Alliance for Community Health Centers
700 East Jefferson Street, Suite 100
Phoenix, Arizona 85034

Dear Mr. McDonald:

Thank you for the invitation to participate as a sub-awardee in Arizona Alliance for Community Health Center's (AACHC) proposal for *PPHF 2013 Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Exchanges* grant opportunity. I am writing to enthusiastically 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, reporting and other appropriate documentation in a timely manner, and our scope of work as requested. We will use these funds as defined in our scope and in following with the terms of the funding opportunity. Finally, we will demonstrate our eligibility and maintain the eligibility of our staff to 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,

A handwritten signature in black ink, appearing to read "Francisco Garcia", is written over a horizontal line.

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

ATTACHMENT 2

1. DATE ISSUED MM/DD/YYYY 08/21/2013 2. CFDA NO. 93.750 3. ASSISTANCE TYPE Cooperative Agreement

Department of Health and Human Services
Centers for Medicare & Medicaid Services
Office of Acquisitions and Grants Management

7500 Security Boulevard
Baltimore, MD 21244

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
Sections 1311(i) and 1321(c)(1) of the Patient Protection and Affordable
Care Act (P.L. 111-148)

1a. SUPERSEDES AWARD NOTICE dated
except that any additions or restrictions previously imposed remain
in effect unless specifically rescinded

4. GRANT NO.
1 NAVCA130007-01-00
Formerly

5. ACTION TYPE
New

6. PROJECT PERIOD MM/DD/YYYY
From 08/15/2013 Through 08/14/2014

7. BUDGET PERIOD MM/DD/YYYY
From 08/15/2013 Through 08/14/2014

8. TITLE OF PROJECT (OR PROGRAM)
PPHF - 2013 - Cooperative Agreement to Support Navigators in Federally-facilitated and State

9a. GRANTEE NAME AND ADDRESS
Arizona Association of Community Health Centers
700 E Jefferson St Ste 100
Phoenix, AZ 85034-2236

9b. GRANTEE PROJECT DIRECTOR
Jessica Yanow
700 E. Jefferson Street, Suite 100
Phoenix, AZ 85034-2236
Phone: 602-288-7545

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. John C. McDonald
700 E. Jefferson Street, Suite 100
Phoenix, AZ 85034-2236
Phone: 602-253-0090

10b. FEDERAL PROJECT OFFICER
Holly Whelan
7500 Security Boulevard
Baltimore, MD 21244
Phone: 301-492-4220

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only

II Total project costs including grant funds and all other financial participation ☒

a. Salaries and Wages	95,386.00
b. Fringe Benefits	16,215.00
c. Total Personnel Costs	111,601.00
d. Equipment	0.00
e. Supplies	2,874.00
f. Travel	4,201.00
g. Construction	0.00
h. Other	18,584.00
i. Contractual	1,206,836.00
j. TOTAL DIRECT COSTS	1,344,096.00
k. INDIRECT COSTS	0.00
l. TOTAL APPROVED BUDGET	1,344,096.00
m. Federal Share	1,344,096.00
n. Non-Federal Share	0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	1,344,096.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	1,344,096.00
13. Total Federal Funds Awarded to Date for Project Period	1,344,096.00

14. RECOMMENDED FUTURE SUPPORT

(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

- a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER (See REMARKS)

b

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)
Please refer to the attached Terms and Conditions.

GRANTS MANAGEMENT OFFICER: Michelle Feagins, Grants Management Officer

17. OBJ CLASS 41.45	18a. VENDOR CODE 1860494702A1	18b. EIN 860494702	19. DUNS 606096501	20. CONG. DIST. 07
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. 3-5990023	b. NAVCA13007	c. NAV	d. \$1,344,096.00	e. 75130509
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 08/21/2013
GRANT NO. 1 NAVCA130007-01-00	

STANDARD TERMS

1. Please see attached standard terms and conditions.

AWARD ATTACHMENTS

Arizona Association of Community Health
Centers

1 NAVCA130007-01-00

1. Support Navigators - Standard Terms and Conditions
2. Support Navigators Standard Business Assessment

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

Notice of Award: Standard Terms & 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 noted in the HHS GPS that are applicable to Recipients based on Recipient type and the purpose of this award. This includes any requirements outlined in the portions of Parts I and II (available at <http://www.hhs.gov/asfr/ogapa/grantinformation/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.

Cooperative Agreement awards: As explained in the HHS GPS, 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 the HHS GPS that are applicable to grants also apply to cooperative agreements, unless these terms and conditions indicate otherwise.

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 arranged based upon entity type and can be found 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>

4. **Cost Principles.** This award is subject to the principles set forth in the applicable regulations for determining costs of grants, contracts, and other agreements based upon entity type. These regulations include the incorporation by reference of the following cost principle documents which can be found via the links provided below.

- **Institutions of Higher Education:** 2 CFR Part 220 (Formerly OMB Circular A-21)
<http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=3fd130e33cb191db5ba0dc9ed464f752&rgn=div5&view=text&node=2:1.1.2.10.4&idno=2>
- **State and Local Governments:** 2 CFR Part 225 (Formerly OMB Circular A-87)
http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr225_main_02.tpl
- **Nonprofit Organizations:** 2 CFR Part 230 (Formerly OMB Circular A-122)
<http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=3fd130e33cb191db5ba0dc9ed464f752&rgn=div5&view=text&node=2:1.1.2.10.8&idno=2>
- **Hospitals:** 45 CFR Part 74, Appendix E <http://www.gpo.gov/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 conditions:

- **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 and a lower limit is not set by recipient policy (and 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. (see **Attachment C** for the HHS Policy on Promoting Efficient Spending for Conferences and Meetings)

6. **Audit Requirements.** OMB Circular A-133 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).

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 <http://harvester.census.gov/sac> or 888-222-9907.

*Commercial Organizations should consult 45 CFR 74.26(d) for specific audit requirements.

7. **Programmatic, Prevention and Public Health Fund (PPHF), and Financial Reporting.** Recipients must comply with the programmatic, PPHF, and financial reporting requirements outlined in Attachment B, Special Terms and Conditions. Failure to submit reports (i.e., financial, progress, or other required reports such as PPHF) on time may be basis for withholding financial assistance payments, suspension, termination or denial of continued funding. A history of such unsatisfactory performance 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, as 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, clearly indicate: (1) the percentage of the total cost of the project financed with Federal money; (2) the dollar amount of Federal Funds for the project; and (3) the percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.
10. **Central Contractor Registration and Universal Identifier Requirements.** This award is subject to the requirements of 2 CFR part 25, Appendix A. For the full text of the award term, go to <http://www.cms.gov/CCIIO/Resources/Funding-Opportunities/award-term-for->

[central-contractor-registration.html](#). To complete CCR 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). For the full text of the award term, go to <http://www.cms.gov/CCIIO/Resources/Funding-Opportunities/trafficking-term.html>.
- 12. Subaward Reporting and Executive Compensation.** This cooperative agreement is subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252 and implemented by 2 CFR Part 170. Grant and cooperative agreement 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 subrecipient's five most highly compensated executives as outlined in Appendix A to 2 CFR Part 170. 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 and executive compensation reporting requirements at divisionofgrantsmanagement@cms.hhs.gov.
- 13. 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 hhtips@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.
- 14. 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 expects 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 should ensure that policies and procedures are in place to protect identifying information and must oversee compliance with those policies and procedures.

15. Certification of Filing and Payment of Federal Taxes. As required by the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act, 2008 (Public Law 110-161, Division G, Title V, section 523), Recipient certifies, to the best of its knowledge and belief, that it:

(1) Has filed all Federal tax returns required during the three years preceding this certification;

AND

(2) Has not been convicted of a criminal offense under the Internal Revenue Code of 1986 (U.S. Code – Title 26, Internal Revenue Code);

AND

(3) Has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

16. Project and Data Integrity. Recipient shall protect the confidentiality of all project-related information that identifies individuals including by complying with data privacy and security obligations as described in Attachments B, D, and E.

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 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 royalty-free, nonexclusive, and irrevocable rights 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 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 as described in this grant or cooperative agreement only. The Recipient will return any data provided by CMS or copies of data at the conclusion of the project.

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 FON as identified on this award document as follows: "The project described was supported by Funding Opportunity Number CA-NAV-13-001 from the U.S Department of Health and Human Services, Centers for Medicare & Medicaid Services." Recipients 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 prior to 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 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. 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.

19. FY 2013 Appropriations Provision. HHS Recipients must comply with all terms and conditions outlined in their cooperative agreement award, including grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.

20. **Consolidated Appropriations Act, Fiscal Year 2012, Public Law 112-74.** The following information is provided as a reference. Please consult the full Act for the complete text. The information cited below will remain in effect until further modified, superseded, or rescinded.

Title II, Section 203 – Cap on Researcher Salaries

FY2012 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.

Actions: Since the reduced and expanded salary cap was included in PL 112-74, which was effective December 23, 2011, implementation of the lower level of \$179,700 is applicable to grants and cooperative agreements with an initial issue date or obligation of FY2012 funds on/after December 23, 2011. For FY2012 awards issued on/before December 22, 2011 (competing and non-competing) and to which FY2012 funds have not been obligated since December 23, 2011, the effective salary limitation remains at Executive Level 1, \$199,700.

Title II, Section 218 – Gun Control Prohibition

FY2012 Enacted Language: Sec. 218. None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

Title V, Section 503 – Proper Use of Appropriations – Publicity and Propaganda (LOBBYING)

FY2012 Enacted Language: Sec. 503(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive-legislative relationships or participation by an agency of officer of an State, local or tribal government in policy making and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product,

including its sale of marketing, including but not limited to the advocacy or promotion of gun control.

Section 253 – Needle Exchange

FY2012 Enacted Language: Sec. 253. Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

**Notice of Award: Special Terms & Conditions
(Attachment B)**

- 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 Holly Whelan (email is Holly.Whelan@cms.hhs.gov and telephone is 301-492-4220).
- 2. The CMS Grants Management Specialist.** The Grants Management Specialist assigned with the responsibility for the financial and administrative aspects (non-programmatic areas) of cooperative agreement administration questions from the Recipient is Christopher Clark in the Division of Grants Management (email is Christopher.Clark@cms.hhs.gov and telephone is 301-492-4319).
- 3. Statutory Authority.** This award is issued under the authority of 1311(i) (42 USC 18031(i)) of the Patient Protection and Affordable Care Act using funds from the Prevention and Public Health Fund. 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 Exchanges is August 15, 2013 through August 14, 2014.
- 5. Prevention and Public Health Fund Sub-Recipient Notification:** Recipient agrees to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, any special CFDA number (93.750) assigned for 2012 PPHF fund purposes, and amount of PPHF funds.
- 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. Sub-Recipient Equal Treatment.** 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.
- 9. 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.

- 10. 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 Exchange 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 Exchange Requirements – comply with applicable state law and all applicable current and future requirements of the Exchange, 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 this funding opportunity and the HHS team, including the assigned Project Officer. A Recipient serving consumers in a State that is collaborating with an FFE in a Consumer Assistance State Partnership Exchange are also required to collaborate with the State agency overseeing the day-to-day management of the Navigator program.
- Reporting – comply with all reporting requirements outlined in this document 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 Exchange and Exchange Navigator standards, as detailed in regulations, guidance, and this document.

11. 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 B, D, and E.
- 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.

12. Required Cooperative Agreement Programmatic Reporting.

- a. 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 as well as a Final Report. 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 E, 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: August 15, 2013 through December 31, 2013

Due: January 30, 2014

Period of Performance: January 1, 2014 through March 31, 2014

Due: April 30, 2014

Period of Performance: April 1, 2014 through June 30, 2014

Due: July 30, 2014

Period of Performance: July 1, 2014 through August 14, 2014

Due: September 14, 2014

b. Final Report.

Period of Performance: August 15, 2013 through August 14, 2014. 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 E, 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: November 14, 2014

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. Reporting Requirements under Section 203 of the 2012 Enacted Appropriations Bill for the Prevention and Public Health Fund, Public Law 111-5.

Bi-Annual Prevention and Public Health Fund Reports.

This award requires the recipient to complete projects or activities which are funded under the 2013 Prevention and Public Health Fund (PPHF) and to report on use of PPHF funds provided through this award. Information from these reports will be made available to the public. Recipients awarded a grant, cooperative agreement, or contract from such funds with a value of \$25,000 or more shall produce reports on a semi-annual basis with a reporting cycle of January 1 – June 30 and July 1 – December 31; and email such reports (in 508 compliant format) to the HHS grants management official assigned to the grant or cooperative agreement no later than 20 calendar days after the end of each reporting period. Recipient reports shall reference the notice of award number and title of the grant or cooperative agreement, and include a summary of the activities undertaken and identify any sub-grants or sub-contracts awarded (including the purpose of the award and the identity of the [sub] recipient).

Due: January 20, 2014, July 20, 2014, and January 20, 2015

Under no circumstances should PII, as defined in Attachment E, of Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or those individuals' legal representatives or Authorized Representatives be included in such reports.

- 14. 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.

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.

Within 90 calendar days of the budget/project period end date, Recipients must also report on the FFR their expenditures and any program income generated in lieu of completing a Financial Status Report (FSR) (SF269/269A). Expenditures and any program income generated should only be included on the final FFR.

Additionally, a copy of the final FFR, containing cash transaction data, expenditures, and any program income generated, should be submitted to CMS electronically via the GrantSolutions.gov FFR module. This report shall be submitted prior to 90 calendar days after the budget/project period end date (August 14, 2014).

See below for the due date for the final hard-copy FFR:

Project Period	Reporting Period Due Date
August 15, 2013 to August 14, 2014	Final report – 12-month reporting period August 15, 2013 to August 14, 2014 Due: November 14, 2014

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.

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**

15. Funding Opportunity Announcement. All relevant project requirements outlined in the Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Exchanges apply to this award and are incorporated into these terms and conditions by reference.

16. Prohibited Uses of Funds. No cooperative agreement funds awarded under this solicitation 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 cover any pre-award costs.
- To carry out services that are the responsibility of the Exchange, such as eligibility determinations and transferring enrollment information for consumers to a QHP, or to carry out any functions already funded through federal Exchange Establishment grants under section 1311(a) of the Affordable Care Act.
- 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.

- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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 E.

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 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 Exchanges Funding Opportunity Announcement ("Navigator FOA"), and 45 CFR 155.215(a)(1)(iii), as well as in Recipient's approved work and project plans.

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. Such information must acknowledge other health programs such as Medicaid and CHIP;
- Facilitate selection of a QHP;
- Provide referrals to any applicable office of health insurance consumer assistance or health insurance ombudsman established under Section 2793 of the PHS Act, or any other appropriate State agency or agencies, for any enrollee with a

- grievance, complaint, or question regarding their health plan, coverage, or a determination under such plan or coverage; and
- Provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served by the Exchange, including individuals with limited English proficiency, and ensure accessibility and usability of Navigator tools and functions for individuals with disabilities in accordance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

Such information may not be reused for any other purpose.

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 D and E 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 consent forms required by this specific term and condition. To the extent that Recipient does maintain or store information, it must comply with all of the provisions of this specific term and condition and Attachments D and E that address maintenance or storage of PII.

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 D and E, and the Minimum Acceptable Risk Standards for Exchanges (MARS-E) , which is available at <http://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/Minimum-Acceptable-Risk-Standards-for-Exchanges-ERA-Supp-v-1-0-08012012-a.pdf> .

Consent Form. Prior to collecting any PII, Recipient must obtain the consent of Consumers, Applicants, Qualified Individuals, Qualified Employers, Qualified Employees, or Enrollees or these individuals' legal representative(s) or Authorized Representative(s) to assist them with the Marketplace eligibility and enrollment process or other post-enrollment assistance. A template consent 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 D and E 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 D and E. 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 D and E, 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 D and E, 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.

- 21. 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.
- 22. Recipient's Responsibility for Sub-Recipients.** Recipient is responsible for the performance, reporting, and spending for each Sub-Recipient. Recipient will ensure the timeliness and accuracy of required reporting for Sub-Recipient under the cooperative agreement. Recipient is responsible for the performance and progress of each Sub-Recipient toward the goals and milestones of the program. Recipient will take necessary corrective action for any Sub-Recipient that is not meeting the goals and milestones of the program, as set forth in the FOA. In addition, any and all Sub-Recipient(s) are also required to adhere to all privacy and security requirements listed under the Privacy and Security Compliance term and condition, and Attachments D and E.
- 23. 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 E, 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 E, 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.
- 24. 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. Recipient cannot have any persons or entities on its Workforce in connection with this award that cannot participate in

federal programs or receive federal funds. If any of these systems are not publicly available, then 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.

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.

- 25. Green Procurement.** To mitigate the environmental impacts of acquisition of IT and other products/equipment, Recipient is encouraged to: (1) participate in “Green procurement” based on the HHS Affirmative Procurement Plan (<http://www.hhs.gov/oamp/policies/affirmativeprocurement.pdf>) and similar guidance from the Environmental Protection Agency (EPA) and the President’s Council on Environmental Quality (CEQ); (2) use electronic products that are Energy Star® compliant and Electronic Product Environmental Assessment Tool (EPEAT) Silver registered or higher when available; (3) activate Energy Star® features on all equipment when available; (4) use environmentally sound end-of-life management practices, including reuse, donation, sale and recycling of all electronic products.
- 26. Withdrawal.** If Recipient decides to withdraw from the cooperative 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 cooperative agreement funds. Data privacy and security obligations described in the Privacy and Security Compliance term and condition, and attachments D and E, will remain in place after a withdrawal from the cooperative agreement program.
- 27. Termination.** CMS may terminate this agreement, or any part hereof, if 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; failure to adhere to all data privacy and security requirements, including those set forth in the Privacy and Security Compliance term and condition, and attachments D and E; 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 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) and 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. Termination does not preclude other remedies that may be available for violation of laws, including but not limited to civil monetary penalties for misuse of information protected by ACA 1411(g). In the event of a termination, the data privacy and security requirements described in the

Privacy and Security Compliance term and condition, and attachments D and E, will continue to remain in place.

- 28. Bankruptcy.** In the event Recipient or one of its sub-Recipients enters into proceedings relating to bankruptcy, whether voluntary or involuntary, 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.
- 29. Acceptance of Application & Terms of Award.** Initial draw down of funds by the Recipient constitutes acceptance of this award. Recipient may not collect, handle, disclose, access, maintain, store, and/or use the PII (as defined in Attachment E) 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.

HHS Policy on Promoting Efficient Spending for Conferences and Meetings:

“Use of Appropriated Funds for Conferences and Meeting Space to reflect the increased reporting requirements and enhanced controls required by Section 3003 of the Consolidated and Further Continuing Appropriations Act, 2013”

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. CMS must conduct business, including conferences and meetings, consistent with these tenets. As a result, CMS has adopted grant and cooperative agreement practices that promote efficient spending for conferences and meetings.

While grant recipients are always encouraged to provide performance-based solutions to the Government’s requirements, the Centers for Medicare and Medicaid (CMS) encourages alternative solutions (i.e. teleconference) as opposed to traditional face-to-face meetings. A “conference” is defined as “[a] meeting, retreat, seminar, symposium or event that involves awardee, subcontractor, or consultant 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 employee or contractor travel to and from a conference; 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).

**Notice of Award: Special Terms and Conditions
(Attachment D)**

PRIVACY AND SECURITY STANDARDS
AND
IMPLEMENTATION SPECIFICATIONS FOR NON-EXCHANGE 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 E, which is also attached to this Notice of Award.

The standards and implementation specifications that are set forth in this Attachment D and Version 1.0 of the MARS-E suite of documents (which can be found at <http://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/>) 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 D, 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 D 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

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 FEE, 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 Procedures¹ 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.

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

- b. Standard: Standard Operating Procedures. The Non-Exchange Entity shall incorporate privacy and security standards and implementation specifications, 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.

DEFINITIONS

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

- (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 B of the Special 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 E.
 - (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** has the meaning set forth in 45 CFR 155.20.
 - (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.
 - (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 CCHIO 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.

ATTACHMENT 3

**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 August 15, 2013 and executed in furtherance of Cooperative Agreement #1NAVCA130007-01-00 from the U. S. Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS), are amended as follows:

- 1) The following paragraphs are added:

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 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."