



**BOARD OF COUNTY COMMISSIONERS**

**DATE:** September 5, 2013

**AGENDA ITEM NO.** 5

**Consent Agenda** ☒

**Regular Agenda** ☐

**Public Hearing** ☐

**County Administrator's Signature**

**Subject:**

Acceptance of a Grant Award from the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, Cooperative Agreement to Support Navigators in Federally-Facilitated and State Partnership Exchanges

**Department:**

Health and Community Services

**Staff Member Responsible:**

Gwendolyn C. Warren, Executive Director

**Recommended Action:**

I RECOMMEND THAT THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE ACCEPTANCE OF A GRANT AWARD FROM THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES, CENTERS FOR MEDICARE AND MEDICAID SERVICES, COOPERATIVE AGREEMENT TO SUPPORT NAVIGATORS IN FEDERALLY-FACILITATED AND STATE PARTNERSHIP EXCHANGES AND ALLOW THE DEPARTMENT TO SUBCONTRACT WITH THE FLORIDA DEPARTMENT OF HEALTH IN PINELLAS COUNTY TO RECRUIT, HIRE, TRAIN AND SUPERVISE HEALTH EXCHANGE NAVIGATORS AND VOLUNTEERS FOR THE PINELLAS COUNTY HEALTH COVERAGE EXCHANGE.

**Summary Explanation/Background:**

The Department of Health and Community Services is requesting that the Board accept the Centers for Medicare and Medicaid Services Cooperative Agreement to Support Navigators in Federally-Facilitated and State Partnership Exchanges Grant award, which will provide the County with \$600,000 to hire and train health exchange navigators and market health navigational services to county residents through the Pinellas County Health Coverage Exchange (the Exchange). In addition, the Department is seeking approval from the Board to subcontract with the Florida Department of Health in Pinellas County to recruit, hire, train and supervise health exchange navigators and volunteers for the Exchange.

The funding made available through this grant will allow for the creation of the Pinellas County Health Coverage Exchange, which is a collaborative effort with the Florida Department of Health in Pinellas County, the Juvenile Welfare Board, St. Petersburg College, the St. Petersburg Free Clinic, the Clearwater Free Clinic, and the Young Men's Christian Association. The health exchange navigators will educate Pinellas County residents about available insurance coverage options and assist residents with selecting and enrolling in qualified health insurance plans through the Florida Federally-Facilitated Health Insurance Exchange.

In total, the Pinellas County Health Coverage Exchange will provide up to 15 Navigators to assist residents at 22 access points located throughout Pinellas County. Navigators will receive formal training from the Centers for Medicare and Medicaid Services in addition to cultural and linguistic training provided by St. Petersburg College. The navigators will provide information on available health plan options, assist with the selection of and enrollment in a chosen health plan and inform the participant about any related issues such as grievances, options to change health plan, or available tax credits.

In addition to requesting approval to accept the grant funding, the Department is also seeking approval from the Board to subcontract with the Florida Department of Health in Pinellas County to recruit, hire, train and supervise up to 15 health exchange navigators and volunteers to assist county residents in 22 access points throughout the County. The Department will coordinate and manage the grant funding and reporting requirements with the Health Resources and Services Administration.

**Fiscal Impact/Cost/Revenue Summary:**

The total award amount is \$600,000. Grant funds will be used to fund salaries and fringe benefits for up to 15 health exchange navigators, provide training and equipment for the health exchange navigators, and marketing and outreach efforts to support the project. There are no matching funds required for this Grant.

**Exhibits/Attachments Attached:**


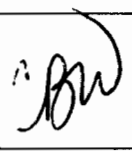


1. Contract Review Transmittal Slip
2. Grant Abstract
3. Centers for Medicare and Medicaid Services Notice of Grant Award

**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**

<b>PROJECT:</b> Approval of a Grant Application and Subsequent Grant Award from the U.S Department of Health and Human Services (HRSA) Centers for Medicare and Medicaid Services	
<b>CONTRACT NO.:</b> N/A	<b>ESTIMATED EXPENDITURE / <u>REVENUE</u>:</b> N/A \$ 600,000.00 (Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

**OTHER SPECIFICS RELATING TO THE CONTRACT:**

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
<b>Originator:</b> Gwendolyn Warren	8/22/13			
<b>Risk Mgmt:</b> Virginia Holscher	N/A			
<b>Finance:**</b> Cassandra Williams	8/22/13			
<b>OMB:**</b> Eric Naughton-	N/A			
<b>Legal:</b> Carl Brody	8/22/13			
<b>Executive Director:</b> Gwendolyn Warren	8/22/13			

Please return to Katherine Baird Adams By: \_\_\_\_\_.

All inquiries should be made to Katherine Baird Adams ext.4-8438.

\*\* See Contract Review Process

## Pinellas County Navigator Grant Abstract

### Abstract

The applicant, Pinellas County Board of County Commissioners, serves as the lead agency for the Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Exchanges opportunity. The applicant is part of a collaboration that includes: the Pinellas County Health Department, Juvenile Welfare Board, St. Petersburg College, St. Petersburg Free Clinic, Clearwater Free Clinic, and YMCA.

The Project, entitled the Pinellas County Health Coverage Exchange, seeks to provide access, information, and a connection to health coverage for eligible individuals. Pinellas County has a population of 921,319 people. There are approximately 3.5 million uninsured residents in the State of Florida; approximately 200,000 uninsured residents in Pinellas County. The Project targets uninsured individuals and families whose incomes range between 0 – 200 % of the federal poverty level.

The lead agency has provided services that include outreach, eligibility determination and enrollment into programs for vulnerable populations within the County for over 50 years. Pinellas County residents rely on the County for information and linkages to a variety of programs and services through phone calls, internet searches, the County's television broadcast channel, a 10 week Pinellas Citizen's University course, or direct service inquiries in County offices. Because of this historical reliance and the County's initiative for a healthy community, the lead agency anticipates that County residents will seek out and expect Pinellas County government to provide information and services regarding the Health Plan Exchanges/Market Place.

The Cooperative Agreement funding will allow The Project to offer accessible, comprehensive health exchange information and enrollment into health plans that meet the community's need. The budget is \$600,000. Funding will be used to hire 15 Navigators, purchase supplies and marketing tools.

The goals of the 1 year Project are to provide education, information, selection, and enrollment services for qualified health plans or other Federal/State healthcare programs primarily to uninsured residents in Pinellas County in a manner that is sensitive to cultural, linguistic, physical, mental, and educational differences. Through the use of Navigators, agency staff and volunteers, it is estimated that a minimum of 17,250 people will be enrolled into a health plan. Participants will be able to obtain services at 22 access points provided by the lead agency and collaborating partners throughout the County.

Through collaborative efforts, a solid work-plan, intensive training for the Navigators and volunteers, and a strong marketing campaign, Pinellas County Health Coverage Exchange has the optimum capability of success.

### **Project Narrative**

The **applicant**, Pinellas County Board of County Commissioners, serves as the lead agency for the **Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Exchanges** opportunity.

The Pinellas County Board of County Commissioners was appointed in 1911. Pinellas County Government is a mix of 25 governmental bodies: one for each of the 24 cities/municipalities and one for the unincorporated area. Pinellas is located on the west coast of Florida and is the most densely populated county of the 67 counties in Florida with 3,348 persons/square mile. The Census Bureau estimated the County's population in 2012 at 921,319 people. The poverty rate is 12.6% with disparity among minority residents (W: 11.8% B: 30.9%, H: 11.8%), children (20%) and the unemployed (29%). Pinellas faces economic challenges due to budget shortfalls, unemployment and the construction and housing market bust from 2007 - 2012. The economy is based on tourism and the service sector with low paying jobs that offer few if any health insurance benefits.

Certain communities in Pinellas County are designated as a Medically Underserved Population and Health Professional Shortage Area for Primary Medical and Dental Care. Unique health characteristics of the target population include a 24% adult obesity rate, 37% adult hypertension rate, HIV infection prevalence of 0.42%, infant mortality rate of 7.9/1,000 births and suicide rate of 18 per 100,000 individuals. Most of these indicators are higher than county, state and national benchmarks. Barriers to access include low socioeconomic status, lack of health insurance, low ratio of primary care physicians to population and lack of transportation.

The **Cooperative Agreement** funding will allow The Project to offer accessible, comprehensive health exchange information and enrollment into health plans meeting the community's need.

The Board of County Commissioners' strategic initiatives include focusing on improving the quality of life of all residents. The County's Health and Community Services Department supports this initiative by concentrating on services that assist individuals with becoming fully self-sufficient or receiving federal benefits/assistance. The Department administers – either directly or through contracts – two types of programs: the Pinellas County Health Program and the Homelessness Prevention and Self-Sufficiency Program. The goals of each program type are to provide access to quality services and aid individuals in becoming fully self-sufficient or in receiving any state or federal benefits they may be entitled to through an electronic intake, eligibility determination, and enrollment process. The lead agency has provided services that include outreach, eligibility determination and enrollment into programs for county residents for over 50 years. Pinellas County residents rely on the County for information and linkages to a variety of programs. Because of this historical reliance and the County's initiative for a healthy community, the lead agency anticipates that County residents will seek out and expect Pinellas County Government to provide information and services regarding the Health Plan Exchanges/Market Place. With the continued mission of delivering or facilitating services to those most in need, the Project, entitled the **Pinellas County Health Coverage Exchange**, seeks to provide access, information, and a connection to health coverage for the uninsured population in Pinellas County. There are approximately 3.5 million uninsured residents in Florida; approximately 200,000 uninsured residents in Pinellas, 5.7% of the State's total. The Project will be open to all uninsured residents but targets uninsured individuals and families

whose incomes range between 0 – 200% of the federal poverty level. The Project will assist an estimated minimum of 16,875 people.

While the County has an extensive history and connection with its residents, forming collaborations and partnerships has allowed for better continuity and integration of health care services for participants; a reduction in duplication of services; a shared, streamlined application process; more efficient use of resources and a reduction in costs for programs and provision of services. It is through long standing relationships with the collaborative entities that this project has the optimum capability of success.

The **Pinellas County Health Coverage Exchange** collaboration consists of the Pinellas County Health Department, Juvenile Welfare Board, St. Petersburg College, St. Petersburg Free Clinic, Clearwater Free Clinic, and YMCA. All of these agencies are eligible entities for the project as none of the agencies are health insurers. The organizational structure of the collaborative and scope of work for the Project consists of The Pinellas County Department of Health and Community Services providing oversight of the application by providing a **Project Manager** to oversee all aspects of the project up to implementation that include: managing the Cooperative Agreement and handling any associated requirements, facilitating meetings with the other entities for strategic planning, creating a memorandum of agreement between agencies, developing the work-plan and timeline that includes the hiring of staff, ensuring training is completed by all navigators and volunteers, developing marketing and outreach strategies, implementing marketing and outreach strategies, implementing the Project, developing the processes and ongoing monitoring of and reporting for the Project. The lead agency will provide

a **Project Coordinator** to oversee operations, meet with the supervisors of navigators and volunteers from the partnering agencies, and ensure that processes are running smoothly while trouble shooting any problems that may arise. The Project Coordinator will serve as the liaison for the collaborating entities. The lead agency will have 4 **Navigators** that will work as an extension of current Health and Community Services programs at 2 County offices/access points. The County will recruit volunteers and contract with the Pinellas County Health Department to provide an additional 11 Navigators and more volunteers that will work in 22 locations throughout the County. Navigators will work varied shifts that include after 5 PM and on weekends. All Navigators will perform the same or similar functions. The Navigators will report to the Project Coordinator and provide education, information regarding health plan options and their differences or Federal/State health plan options; assist the participants with making a selection; enroll the participant in the chosen health plan, and inform the participant about any related issues such as grievances, making changes, or tax credits. The target number of participants to be seen by the Navigators is **16,875 at a total of 22 sites**. We anticipate that the greatest number of participants will apply for services during the enrollment period of 10/1 – 3/31/14 and anticipate seeing 6 participants per day per 5 day work week for 25 weeks enrolling 11,250 people into health plans. During the remaining months of the Project, the lead agency will ramp up outreach and marketing and anticipate seeing a minimum of 3 participants per day per 5 day work week for 25 weeks enrolling 5,625 people into health plans. Navigators will work in offices and in the field and will be provided laptops, printers/scanners, air cards, and telephones. The County's secure Database System (CHEDAS) will be used to track and record client demographics, complete intake information for reporting, and used to ensure



participants' personal protected information is not compromised. Participants can receive assistance at an access point by walk-in or appointment. Any individual seeking information will be assisted by a Navigator. Some outreach workers will be volunteers from the community and will receive the same training as paid Navigators. Volunteers and County employees will conduct screenings to ensure eligibility, provide tax credit information, provide referrals, and assist participants with obtaining access to Navigators.

The **Pinellas County Health Department**, PinCHD, operating under the Florida Department of Health, has public health jurisdiction over Pinellas County. PinCHD has served the community by providing culturally competent services regardless of ability to pay since 1936. The Board of County Commissioners contracts with PinCHD to provide health care through the County's Health Program - Medical Home Model at 5 sites throughout the County. PinCHD will recruit volunteers; and provide training for the Navigators, provide 5 access points/locations as well as hire 11 Navigators that will be supervised by the County's Project Coordinator. One Navigator will work in each PinCHD location; the remaining 6 Navigators will work in sites listed below.

The **Juvenile Welfare Board**, JWB, provides needed services and facilitates assistance to children throughout Pinellas County. JWB has operated since 1946. JWB is the first Children's Services Council (CSC) in Florida – and has been a model for the other 10 CSCs throughout the State. CSCs now fund services to more than 60% of Florida's most vulnerable children. JWB funds neighborhood family centers and will provide 9 access points for 4 Navigators to rotate work in each location.

**St. Petersburg College** – St. Petersburg College is an accredited college that has a University Partnership Center offering baccalaureate, master's and doctorate's degrees from 15 universities in Florida and across America and provides training on specific topics. St. Petersburg College has been in existence since 1927. St. Petersburg College will provide Cultural and Linguistic training for the Navigators and 3 access points or locations for Navigators to assist participants. 1 Navigator will rotate through these locations.

**St. Petersburg and Clearwater Free Clinics** –The St. Petersburg and Clearwater Free Clinics provide medical services to low income individuals that generally do not qualify for other health care programs due to income limits. Both facilities will provide 1 access point per location. 1 Navigator will rotate through both of these locations.

**YMCA** – The YMCA will provide 1 access point/locations. Staff from the YMCA will attend the Navigator training and participate in providing navigational services and information to their program participants and users of their facilities.

**Maintain expertise in eligibility, enrollment, and program specifications**

Navigators and volunteers will maintain expertise in eligibility, enrollment, and program specifications through a variety of training and compliance monitoring standards. Navigators and volunteers will attend required trainings including the 30 hour HHS training and any training requirements set forth by the State. Navigators will be required to participate in continuing education trainings provided through the collaborative, and to undergo a period of shadowing/mentorship with an experienced navigator from the lead agency or Health Department (PinCHD) before providing assistance independently. Navigators will be provided

training on the use of online enrollment and recording data in the program database. Training for Navigators provided by PinCHD will include learning about health needs associated with specific disabilities that may be important to consider when individuals are selecting a health plan. Quality management efforts will include training on ethics, nondiscrimination, privacy and security standards including HIPAA, and on providing unbiased information. Step-by-step guides to helping consumers with applications, checklists of questions to identify consumer needs when helping select plans, reference materials, and a directory of referral resources will be made available to all Navigators as well. The Project Coordinator will conduct monthly quality assurance monitoring on navigator knowledge, and will update Navigators electronically and/or at in-person meetings on any program changes or updates. Staff will be evaluated quarterly through a written assessment on programmatic knowledge and performance, to ensure maintenance of expertise.

**Conduct public education activities to raise awareness about the Exchange**

Public education activities will be conducted to raise awareness in the community regarding the exchange. The County will dedicate specific staff members and volunteers to outreach and provide public education. Educational activities will be provided through the collaborative and with local schools/school board, colleges, nonprofit agencies, and small business to ensure that their students, staff, and clients are provided information, as well as to utilize facilities to set up community education events. The Pinellas County Communications Department and Pinellas County public television station will provide information regarding health care reform, Navigator access points, and about scheduled public educational meetings. County notices, the County website and partners websites, and printed educational materials will be used to

supplement educational activities in the community. The marketing campaign will begin in September and run throughout the project period with varying levels of intensity based on enrollment levels.

**Provide information and services in a fair, accurate, and impartial manner**

As a public agency, the Pinellas County Department of Health and Community Services is ethically obligated to provide information to residents in a non-partisan and free of any conflict of interest manner. As part of service delivery, the Department educates low income clients regarding medical choices that they may be eligible for such as Medicaid, Medicare, and CHIP, and will continue to assist newly eligible individuals with enrollment in these options if they qualify for these types of coverage. Sensitivity skills training will be provided to all Navigators to reinforce effectively communicating with individuals with various disabilities.

**Facilitate the selection of a Qualified Health Plan (QHP)**

To facilitate the selection of a qualified health plan, a questionnaire will be provided upon initial phone call or in-person visit, to assess the participant's needs and income, in order to effectively determine QHP eligibility. Navigators will explain to participants the health plans and differences between options they are eligible for, to aid participants in fully understanding their health care choices. Navigators or volunteers will explain how premium tax credits work and assist with determining an estimate of the amount the client is eligible for (if eligible), and answer questions the client has before assisting the client with the application process to receive an official eligibility determination through the exchange. Once the eligibility determination is made, navigators will assist clients with resolving any issues or disputes, choosing a qualified health plan, and with activating the eligible coverage.

**Developing and maintaining relationships with key stakeholders**

The Department currently has strong relationships within the community with employers, employees, consumers (both insured and uninsured), and self-employed individuals who may become eligible for enrollment in a qualified health plan. The County is part of a health collaborative that consists of 27 agencies including the partner agencies on this project and others that provide homeless and housing services, mental health and substance abuse treatment, legal assistance, nutrition, education, employment and job training services. Relationships with these agencies allow the lead agency to have access to not only the employer with whom the relationship has been established, but their employees as well as the clients they serve in order to be able to provide navigation services to those that are in need of assistance at all levels.

**Provide referrals to agencies for enrollees with grievances, questions, or complaints**

Navigators will provide appropriate referrals to agencies for enrollees who have any type of grievance, question, or complaint. The County will utilize formal partnerships within the community to establish a strong referral relationship with programs that provide expert assistance with complex consumer problems and legal issues, as well as those who can provide access to treatment for particular health conditions. Strong linkages with other county agencies, state and federal agencies will be created and maintained that can help to troubleshoot problems in complex cases.

**Provide culturally-competent and linguistically appropriate information**

The County will utilize relationships with community groups, cultural institutions, and businesses that have strong ties to target communities. Printed and online materials will be

provided in various languages in order to reach the diverse communities within Pinellas County, and will utilize staff members and Navigators that are bilingual to assist consumers in their primary language. Navigators will receive Cultural and Linguistic training through St. Petersburg College. Navigators will receive training on how to obtain interpreter services when needed, work with in-person and telephonic interpreters, and how to respond to calls or conduct in-person meetings with individuals who may have limited English proficiency.

**Accessible to individuals with disabilities**

The County and Project partners have made services available and accessible to individuals with disabilities throughout the County. All service centers are ADA compliant and accessible to individuals with physical disabilities.

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

The Department has strong relationships within the community with employers, employees, consumers (both insured and uninsured), and self-employed individuals who may become eligible for enrollment in a qualified health plan. Through the Pinellas County Health Collaborative, an integrated; family-focused health care delivery system comprised of 27 community partners from both the medical and social service sectors, the lead agency and Project partners have developed vital relationships. Pinellas County Government has established relationships with the 24 municipalities within the County. Many projects currently underway involve partnerships between the County and the cities such as the County's Healthy Initiatives, homeless shelter and jail diversion programs that also involve the judicial system, and housing projects to build affordable housing and improve poverty stricken communities. County Government is comprised of multiple departments that provide direct services or have

direct contact with the entire community that include the Tax Collector, Property Appraiser's, and Clerk's Offices; Utilities, Convention and Visitors Bureau, Business Technology, Communications, Planning, Building Review, Human Resources, Real Estate, Sheriff's Office, Community Development, Justice and Consumer Services, and Code Enforcement. These departments have fluid relationships and the ability to increase access to businesses or organizations in the private sector as well as with non-profit organizations.

**Assisting consumers with health care eligibility determinations and insurance coverage**

The Pinellas County Department of Health and Community Services assists vulnerable populations with obtaining health care eligibility determinations and coverage through programs offered to County residents. Pinellas County ranks poorer than the State of Florida and the United States in many leading health indicators such as diabetes, obesity, cardiovascular, and other chronic diseases. Some rankings – especially for the underserved populations – are in the national “severe” benchmark category. The medically un-served and underserved populations contribute significantly to these rankings, with minorities, particularly African Americans, disproportionately represented. The Pinellas County Health Program was implemented in October 2008, to address the overwhelming health issues being faced by residents. There are approximately 14,000 individuals enrolled in the program.

**Conducting public education and outreach activities**

The Department has conducted public education and outreach activities in order to inform County residents about a variety of topics and keep them informed of issues affecting the County. The Pinellas County Television Station is a 24 hour per day station that provides information to County residents on a variety of topics/issues. Social media such as Facebook

and Twitter have been utilized to relay important information and provide outreach to residents, while accessing a younger portion of the population. Other educational and outreach activities have been conducted through methods such as holding town halls, sending out surveys to residents to gain feedback, and attending community fairs and events. The County government website won a “Sunny Award” in 2010 from Sunshine Review for its proactive and open disclosure of government information to its residents.

**Providing information and services to individuals with varying levels of education**

All of the entities in the Project collaboration work primarily with low income residents assisting with a variety of services. This population has been shown to have lower educational levels, and may lack the educational, financial, and health literacy necessary to navigate the new healthcare system on their own. Pinellas County offers programs and services for the homeless population, who also may have these same needs. Through the services provided and assistance with applying for various federal benefits, all staff members are skilled at providing information in a manner that is culturally and linguistically appropriate to the individual. Staff members in the Project collaboration programs are knowledgeable of the needs of the populations that they work with and are able to communicate with clients effectively.

**Working with individuals - limited English proficiency, disabilities, underserved**

All of the entities within the Project collaboration are able to assist individuals with limited English proficiency, individuals with disabilities, and underserved and vulnerable populations through a variety of programs and services throughout the County. Programs that are provided by the Project collaborating agencies serve individuals that have low incomes, may be homeless, disabled, or have medical or mental health needs. The **Health and Community**



**Services Department's** Health Care program provides primary medical care; the Disability Advocacy program assists disabled individuals with acquiring necessary medical paperwork and applying for Supplemental Security Income; Veterans Services assists veterans and/or their dependent families with applying for federal benefits; and the Family Housing program assists homeless families with children and homeless veterans with obtaining housing. The **Health Department** provides medical care to eligible residents on the County's Health Program which targets individuals whose income is at or below 100% of the federal poverty level. **The Juvenile Welfare Board** provides emergency financial assistance to low income families and ensures affordable and safe daycare options are available to low income families with children. Bilingual staff are available to assist clients at the lead agency and through the Health Department.

**Expertise of personnel**

The Department of Health and Community Services will be dedicating 6 FTE's and recruiting volunteers for the Project to effectively assist, educate, and enroll newly eligible residents within the Marketplace. Additional staff will provide assistance. PinCHD will provide 11 FTE's to the Navigator project as well as 4 Community Health Workers and additional staff as needed. The specific breakdown of full time and part time staff will be determined based upon community need.

**Private health insurance market**

Both the County and Pinellas County Health Department (PinCHD) staff members have knowledge regarding the private health insurance market due to working with the County's private health insurance from enrollees and third party payor capabilities of PinCHD. Staff in the County's Unified Personnel System are responsible for 12,000 employees and manage a diverse health plan system that provides them expertise with the private insurance market.

These staff will be available to assist new Navigators with learning necessary information and understanding the private insurance market.

**Program eligibility and enrollment**

The County has been conducting eligibility determination and enrolling clients into County programs for over 50 years. Eligibility determination consists of interviewing the client and reviewing their information against a set of criteria. If clients meet the criteria, then they are enrolled into the various programs through an electronic database. Case managers are well versed in eligibility criteria for community, local government, state and federal programs to provide clients with referrals and access to other benefits or assistance they could receive, particularly for clients that are not eligible for County programs.

**Working with populations underserved in the current private health insurance market**

The County assists vulnerable populations who are underserved in the current private health insurance market. Through the Pinellas County Health Program, case managers effectively work with uninsured residents between the ages of 18 and 64 whose incomes are at or below 100% of the Federal Poverty Level who are not eligible for Medicaid, Medicare, and do not have access to any other means of health coverage. This population represents a large portion of the currently underserved in the private market. There are currently 17,000 enrolled residents in the program. The Mobile Medical Unit, a Federally Qualified Health Center (FQHC) with a 330(h) healthcare for the homeless designation, serves the County's homeless population. There are approximately 2,000 enrolled residents in the program. Additional programs targeting the underserved population include the Disability Advocacy Program that assist clients with for Supplemental Security Income or Social Security Disability Insurance applications. Veterans Services assists veterans and their families with obtaining benefits,

services, and information from the U.S. Department of Veterans Affairs. The Family Housing Assistance Program provides assistance to working families that have a desire to transition from homelessness to economic self-sufficiency.

**Working with individuals with limited English proficiency**

The lead agency assists individuals with limited English proficiency, individuals with disabilities, and underserved and vulnerable populations through a variety of programs and services throughout the County. Several current staff members are bilingual and able to assist individuals whose primary language is one other than English. The Health Department has staff who are bilingual and able to provide assistance to clients whose primary language is other than English. Printed materials and various forms are in Spanish and are generally composed at an 8<sup>th</sup> grade reading level to make understanding as universal as possible for clients. Staff at both agencies are capable of talking with clients and presenting information in various formats.

**Working with Individuals with disabilities, and vulnerable populations**

The Pinellas County Department of Health and Community Services provides assistance to individuals with disabilities and vulnerable populations. In the Disability Advocacy Program, case managers assist clients with the initial application for Supplemental Security Income or Social Security Disability Insurance and with transferring clients who qualify on to Medicaid. Veterans Services assists veterans and their families with obtaining benefits, services, and information from the U.S. Department of Veterans Affairs. Many of these veterans are chronically homeless, lack employment, have physical and mental health needs and are reluctant to seek assistance from governmental agencies.

## **Budget Narrative Justification**

**Contractual:** The Department currently has a contract with the Pinellas County Department of Health and Community Services to provide staffing for the Medical Homes and on the Mobile Medical Unit. It is proposed that the existing contract will be amended to include the addition of the 15 Navigator staff salaries, as well as the necessary supplies outlined in the budget narrative. The Department will oversee the Navigator Project to ensure that all contracted staff members are trained, monitored, and providing services according to the specifications outlined in the proposal.

**Personnel:** Funding will be used to fund 15 FTE staff members. Position title will be Navigator. Salary will be up to \$30,000 for 12 months. Total amount for salaries is **\$450,000**.

**Fringe Benefits:** It is estimated that the cost of fringe benefits such as insurance, taxes, unemployment insurance, and other associated employee costs will be \$7500 per FTE. This estimate was calculated based on an estimating that fringe benefit costs will be approximately 25% of the employee's base salary for 12 months. The total amount for fringe benefits would equal **\$112,500**.

**Travel:** Funding will not be utilized to cover any travel expenses.

**Equipment:** Funding will be used to purchase eleven laptop computers (1 for each contracted FTE), approximate cost per laptop \$950 for a total of \$10,450. Laptops will be equipped with wireless air cards, approximate cost per card \$75 for a total of \$825. Navigators will be supplied with a mobile scanner for uploading supporting documentation, approximate cost \$100 per scanner, total \$1100. Total amount for supplies will be **\$12,375**.

### **Marketing Tools:**

Facebook

\$500

- approximately \$1/click (price varies)
- Link to webpage

Bay News 9

\$4,500

- 1"x2" animated
- Placement: Pinellas County page
- Click to webpage
- Link to webpage

Tampabay.com

\$3,900

- Pinellas County page
- Banner ad, across the top of the page
- Rotating leaderboard, click through to website
- 170,000 impressions
- October, November

Power Broker e-zine

\$255

- Top banner, feature and headline

PRINT (black and white)

Tampa Bay Times

\$4,000

- 6 inches wide by 5 inches deep
- One-time run in regional sections to cover the County
- Sept., April

Tampa Bay Newspapers

\$5,775

- 5.5 inches wide by 5 inches deep
- Once monthly for five months
- Last Thursdays: Sept., Oct., Nov., Apr., May

Clearwater Gazette

\$1125

- 6 inches wide by 6 inches deep
- Once monthly for three months
- First Thursdays: Oct., Nov., Dec., Apr., Jun.
- All regional sections

Weekly Challenger

\$2,700

- Twice monthly for five months
- First/third Thursdays: Oct., Nov., Apr., May., Jun.

Gulfport Gabber

\$870

- Twice monthly for six months
- First/third Thursdays: Oct., Nov., Dec., Feb., Apr., Jun.

Billboard

\$300

- Space as available
- 12 weeks

Brochure

\$1,200

- 10,000 count
- Tri-fold, full-color

Total amount for marketing is **\$25,125.**

**Final Budget Total = \$600,000**

## Work Plan

Goal 1:				
Key Action Steps	Timeline	Expected Outcome	Data Source and Evaluation Methodology	Person/Area Responsible
Coordination/Collaboration plans	July - August 2013	Collaboration plans will be clearly documented with partnering agencies	A Memorandum of Agreement document signed by the Department of Health and Community Services and Partnering agencies documenting each organizations role and responsibilities	Project Manager, Ariel Ludwig and Project Coordinator, Jay Otero, and Partners
Goal 2:				
Key Action Steps	Timeline	Expected Outcome	Data Source and Evaluation Methodology	Person/Area Responsible
Develop outreach and enrollment assistance plans	September 2013	Outreach and enrollment assistance coordination plans will be clearly outlined in a policies and procedure manual	A written document listing all policies and procedures related to outreach and enrollment and navigation efforts will be completed	Project Manager, Ariel Ludwig and Project Coordinator, Jay Otero Project Partners
Goal 3:				
Key Action Steps	Timeline	Expected Outcome	Data Source and Evaluation Methodology	Person/Area Responsible
Recruit and hire new outreach and enrollment assistance workers (expected within 45 days of award)	September 2013	15 new FTE's will be hired within 45 days of award	New staff members will be entering new hire orientation	Project Manager, Ariel Ludwig in conjunction with contracted provider, Pinellas County Health Department
Goal 4:				
Key Action Steps	Timeline	Expected Outcome	Data Source and Evaluation Methodology	Person/Area Responsible
Develop and implement a marketing Strategy; purchase equipment	September 2013	Develop a marketing plan for the navigator program and begin implementing those strategies to inform consumers	Documentation of marketing efforts made via print or electronic methods	Project Manager, Ariel Ludwig and Project Coordinator, Jay Otero



<b>Goal 1:</b>				
<b>Goal 5:</b>				
<b>Key Action Steps</b>	<b>Timeline</b>	<b>Expected Outcome</b>	<b>Data Source and Evaluation Methodology</b>	<b>Person/Area Responsible</b>
Successfully complete all required and applicable federal and/or state consumer assistance training	October 2013	All outreach and enrollment staff and supervisors will complete the required trainings and pass certification test	Staff members will have documentation of passing state certification test	Project Manager, Ariel Ludwig
<b>Goal 6:</b>				
<b>Key Action Steps</b>	<b>Timeline</b>	<b>Expected Outcome</b>	<b>Data Source and Evaluation Methodology</b>	<b>Person/Area Responsible</b>
Perform outreach and enrollment assistance activities	Beginning October 2013 and ongoing	Staff members will be performing outreach and enrollment assistance activities to consumers	Records reflecting the number of individuals assisted, number enrolled, and other reporting data tbd	Project Coordinator, Jay Otero and Partner Agencies
<b>Goal 7:</b>				
<b>Key Action Steps</b>	<b>Timeline</b>	<b>Expected Outcome</b>	<b>Data Source and Evaluation Methodology</b>	<b>Person/Area Responsible</b>
Evaluate progress and revise strategies as appropriate	December 2013	Evaluate progress of staff and effectiveness of outreach and enrollment	Analyze reporting data to determine effectiveness of outreach and enrollment, document any revisions to policies and procedures as a result	Project Manager, Ariel Ludwig and Project Coordinator, Jay Otero
<b>Goal 8:</b>				
<b>Key Action Steps</b>	<b>Timeline</b>	<b>Expected Outcome</b>	<b>Data Source and Evaluation Methodology</b>	<b>Person/Area Responsible</b>



<b>Goal 1:</b>				
Successfully complete Additional training – to maintain eligibility expertise	December 2013	All outreach and enrollment staff and supervisors will complete additional training provided by the department to ensure maintenance of expertise	Staff members will have documentation of participation in additional training	Project Coordinator, Jay Otero
<b>Goal 9:</b>				
<b>Key Action Steps</b>	<b>Timeline</b>	<b>Expected Outcome</b>	<b>Data Source and Evaluation Methodology</b>	<b>Person/Area Responsible</b>
Identify necessary components for quarterly reporting	September 2013	Identify all reporting requirements and formulate a written plan for compiling the necessary data needed	Required data will be compiled and reported to grantor in the quarterly report	Project Manager, Ariel Ludwig
<b>Goal 10:</b>				
<b>Key Action Steps</b>	<b>Timeline</b>	<b>Expected Outcome</b>	<b>Data Source and Evaluation Methodology</b>	<b>Person/Area Responsible</b>
Scheduling ongoing meetings with staff members	Beginning September 2013 and ongoing	Schedule meetings with staff members (one time per month minimum) to go over policies, procedures, updates, etc., and to answer any staff questions and concerns	Agenda and sign in sheet from each meeting will provide documentation of staff attendance and topics covered	Project Coordinator, Jay Otero
<b>Goal 7:</b>				
<b>Key Action Steps</b>	<b>Timeline</b>	<b>Expected Outcome</b>	<b>Data Source and Evaluation Methodology</b>	<b>Person/Area Responsible</b>
Project Completion	September 2014	The majority of residents requiring assistance within the county will be enrolled in an appropriate health plan	Data will be compiled regarding the remaining number of uninsured residents in Pinellas county at the end of the grant period.	Project Manager, Ariel Ludwig



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 NAVCA130078-01-00  
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  
Pinellas County Board of County Commissioners  
2189 Cleveland St Ste 266  
Clearwater, FL 33765-3242

9b. GRANTEE PROJECT DIRECTOR  
Natalie Jackson  
2189 Cleveland St. Suite 266  
Clearwater, FL 33765-3242  
Phone: 727-464-8416

10a. GRANTEE AUTHORIZING OFFICIAL  
Natalie Jackson  
2189 Cleveland St. Suite 266  
Clearwater, FL 33765-3242  
Phone: 727-464-8416

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

II

a. Salaries and Wages ..... 450,000.00  
b. Fringe Benefits ..... 112,500.00  
c. Total Personnel Costs ..... 562,500.00  
d. Equipment ..... 12,375.00  
e. Supplies ..... 0.00  
f. Travel ..... 0.00  
g. Construction ..... 0.00  
h. Other ..... 25,125.00  
i. Contractual ..... 0.00  
j. TOTAL DIRECT COSTS ..... 600,000.00  
k. INDIRECT COSTS ..... 0.00  
l. TOTAL APPROVED BUDGET ..... 600,000.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m) 600,000.00  
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 600,000.00  
13. Total Federal Funds Awarded to Date for Project Period 600,000.00

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 Peagins, Grants Management Officer

17. OBJ CLASS 41.45	18a. VENDOR CODE 1596000800A1	18b. EIN 596000800	19. DUNS 055200216	20. CONG. DIST. 13
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. 3-5990023	b. NAVCA13078	c. NAV	d. \$600,000.00	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 NAVCA130078-01-00	

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**STANDARD TERMS**

1. Please see attached standard terms and conditions.

## **AWARD ATTACHMENTS**

Pinellas County Board of County Commissioners

1 NAVCA130078-01-00

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](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](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](mailto: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](mailto: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 or 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 or 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 (CCIO) 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](mailto: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](mailto:Christopher.Clark@cms.hhs.gov) and telephone is 301-492-4319).
- 3. Statutory Authority.** This award is issued under the authority of 1311(i) (42 USC 18031(i)) of the Patient Protection and Affordable Care Act 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](http://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:

<b>Project Period</b>	<b>Reporting Period Due Date</b>
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.

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

**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 Procedures<sup>1</sup> and memorialized in the Non-Exchange Entity's own written policies and procedures. Such policies and procedures would:
- i. Identify the Non-Exchange Entity's Designated Privacy Official, if applicable, and/or identify other personnel authorized to access PII and responsible for reporting and managing Incidents or Breaches to CMS.
  - ii. Provide details regarding the identification, response, recovery, and follow-up of Incidents and Breaches, which should include information regarding the potential need for CMS to immediately suspend or revoke access to the Hub for containment purposes; and
  - iii. Require reporting any Incident or Breach of PII to the CMS IT Service Desk by telephone at (410) 786-2580 or 1-800-562-1963 or via email notification at [cms\\_it\\_service\\_desk@cms.hhs.gov](mailto:cms_it_service_desk@cms.hhs.gov) within required time frames.

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



- 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.

## Business Assessment

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### **A. General Information**

1. Does the organization have a Board of Directors with specific functions and responsibilities (by-laws)?
2. Are minutes of the Board of Directors' meetings maintained?
3. Is there an organizational chart or similar document establishing clear lines of responsibility and authority?
4. Are duties for key employees of organization defined?
5. Does the organization have grants or cost-reimbursement contracts with other OPDIVs or other Federal agencies?
6. Have any aspects of the organization's activities been audited recently by a Government agency or independent public accountant?
7. Has the organization obtained fidelity bond coverage for responsible officials and employees of the organization?
8. Has the organization obtained fidelity bond insurance in amounts required by statute or organization policy?

### **B. Accounting System**

1. Is there a chart of accounts?
2. Is a double-entry accounting system used?
3. Does the organization maintain the basic books of account as applicable?
  - a. General ledger
  - b. Operating ledger
  - c. Project (Job) cost ledger
  - d. Cash receipts journal
  - e. Cash disbursement journal
  - f. Payroll journal
  - g. Income (sales) journal
  - h. Purchase journal
  - i. General journal
4. Does the accounting system adequately identify receipt and disbursement for each grant (or contract)?
5. Does the accounting system provide for the recording of expenditures for each program by required budget cost categories?
6. Does the accounting system provide for recording the non-Federal share and in-kind contributions?
7. Does the organization prepare financial statements at least annually? If not, how often?
8. Have the financial statements been audited within the past 2 years by an independent public account?
9. Does the organization have a bookkeeper or accountant?

## Business Assessment

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10. Is there an accounting instruction manual?

### C. Budgetary Controls

1. Does the organization use an operating budget to control project funds?
2. Are persons in the organization who approve budget amendments authorized to do so by the Board of Directors or top management?
3. Are there budgetary controls in effect to preclude incurring obligations in excess of:
  - a. Total funds available for an award?
  - b. Total funds available for a budget cost category?
4. Are cash requirements and/or draw downs limited to immediate need?

### D. Personnel

1. Are personnel policies established in writing or in the process of preparation which detail at a minimum:
  5. Job opportunity?
  6. Annual performance appraisals?
  7. Types and levels of fringe benefits paid to professionals, nonprofessionals, officers, or governing board members?
2. Is employee compensation reasonable and comparable to that paid for similar work in the competitive labor market?
3. Are salary comparability surveys conducted?
4. Are salaries of personnel assigned to Government projects about the same as before assignment?
5. Does the organization maintain a payroll distribution system which meets the required standards as contained in the applicable cost principles for that organization?
6. Does the organization maintain daily attendance records for hourly employees?
7. Does the payroll distribution system account for the total effort (100%) for which the employee is compensated by the organization?
8. Who signs and certifies work performed in items 5, 6, and 7 above?
  9. Where duties require employees to spend considerable time away from their offices, are reports prepared for their supervisors disclosing their outside activities?

### E. Payroll

1. Does preparation of the payroll require more than one employee?
2. Are the duties of those individuals preparing the payroll related?
3. Are the names of employees hired reported in writing by the personnel office to the payroll department?



## Business Assessment

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4. Are the names of employees terminated reported in writing by the personnel office to the payroll department?
5. Is the payroll verified at regular intervals against the personnel records?
6. Are all salaries and wage rates authorized and approved in writing by a designated official or supervisor?
7. Are vacation and sick leave payments similarly authorized and approved?
8. Is there verification against payments for vacation, sick leave, etc., in excess of amounts approved and/or authorized?
9. Is the payroll double-checked as to:
  - a. Hours?
  - b. Rates?
  - c. Deductions?
  - d. Extensions, etc.?
10. Are signed authorizations on file for all deductions being made from employees' salaries and wages?
11. Is the payroll signed prior to payment by the employee preparing the payroll?
12. Are salary payrolls approved by an authorized official prior to payment?
13. Are employees paid by check or direct deposit?
14. If paid by check, are the checks pre-numbered?
15. Are checks drawn and signed by employees who do not:  
Prepare the payroll?  
Have custody of cash funds?  
Maintain accounting records?
16. Are payroll checks distributed to employees by someone other than the supervisor?
17. Is there a payroll bank account?
18. Is the payroll bank account reconciled by someone other than payroll staff or personnel who sign and distribute the pay checks?

### **F. Consultants**

1. Are there written policies or consistently followed procedures regarding the use of consultants which detail at a minimum:
  - a. Consideration of in-house capabilities to accomplish services before contracting for them?
  - b. Requirement for solicitation or bids from several contract sources to establish reasonableness of cost and quality of services to be provided?

## Business Assessment

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2. Are consultants required to sign consulting agreements outlining services to be rendered, duration of engagement, reporting requirements, and pay rates?

### **G. Property Management**

1. Are records maintained which provide a description of the items purchased, the acquisition cost, and the location?
2. Are detailed property and equipment records periodically balanced to the general ledger?
3. Are detailed property and equipment records periodically checked by physical inventory?
4. Are there written procedures governing the disposition of property and equipment?
5. Are periodic reports prepared showing obsolete equipment, equipment needing repair, or equipment no longer useful to the organization?
6. Does the organization have adequate insurance to protect the Federal interest in equipment and real property?

### **H. Purchases**

1. Does the organization have written purchasing procedures? If not, briefly describe how purchasing activities are handled.
2. Does the policy/procedure consider such matters as quality, cost, delivery, competition, source selection, etc.?
3. Has the responsibility for purchasing been assigned to one department, section, or individual within the organization? If not, explain.
4. Is the purchasing function separate from accounting and receiving?
5. Are competitive bids obtained for items such as rentals or service agreements over certain amounts?
6. Are purchase orders required for purchasing all equipment and services?
7. Is control maintained over items or dollar amounts requiring the contracting or grants management officer's advance approval?
8. Is the accounting department notified promptly of purchase goods returned to vendors?
9. Is there an adequate system for the recording and checking of partial deliveries and checking deliveries against purchase orders?
10. When only a partial order is received, is the project account credited for the undelivered portion of the purchase order?
11. Are the vendor invoices checked for:
  - Prices and credit terms?
  - Extensions?
  - Errors and omissions?

## Business Assessment

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Freight charges and disallowances?

12. Are vouchers, supporting documents, expenses, or other distributions reviewed and cleared by designated staff before payment is authorized?

### **I. Travel**

1. Does the organization have formal travel policies or consistently followed procedures which, at a minimum, state that:
  - Travel charges are reimbursed based on actual costs incurred or by use of per diem and/or mileage rates?
  - Receipts for lodging and meals are required when reimbursement is based on actual cost incurred
  - Per diem rates include reasonable dollar limitations? Subsistence and lodging rates are comparable to current Federal per diem and mileage rates?
  - Commercial transportation costs are incurred at coach fares unless adequately justified?
  - Travel requests are approved prior to actual travel?
  - Travel expense reports show purpose of trip?

### **J. Internal Controls**

1. Is there a separation of responsibility in the receipt, payment, and recording of cash?
  - For example: Are the duties of the record keeper or bookkeeper separated from any cash functions such as the receipt or payment of cash?
  - Or, is the signing of checks limited to those designated officials whose duties exclude posting and/or recording cash received, approving vouchers for payment, and payroll preparation?
2. Are all checks approved by an authorized official before they are signed?
3. Are all accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, vendor payments)?
4. Does the organization have an internal auditor or internal audit staff?
5. Is there a petty cash fund where responsibility is vested in one individual; limited to a reasonable amount; restricted as to purchase; and counted, verified, and balanced by an independent employee at time of reimbursement?
6. Are all checks pre-numbered and accounted for when general purpose bank account is reconciled?
7. If a mechanical or facsimile signature is used for cash disbursements, is the signature plate, die, key, electronic card, etc., under strict control?

## Business Assessment

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8. Are bank accounts reconciled by persons not handling cash in the organization?
9. Are all employees who handle funds required to be bonded against loss by reason of fraud or dishonesty?