



**BOARD OF COUNTY COMMISSIONERS**

**DATE:** October 21, 2014

**AGENDA ITEM NO.** 6a.

**Consent Agenda** ☒

**Regular Agenda** ☐

**Public Hearing** ☐

 **County Administrator's Signature:**

**Subject:**

Acceptance of Grant for Cooperative Agreement to Support Navigators in Federally-Facilitated and State Partnership Marketplaces from the United States Department of Health and Human Services, Center for Medicare and Medicaid Services.

**Department:**

Health and Community Services

**Staff Member Responsible:**

Lynda M. Leedy, Interim Director

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) ACCEPT THE GRANT IN THE AMOUNT OF \$535,156.00 FROM THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES, CENTER FOR MEDICARE AND MEDICAID SERVICES FOR THE COOPERATIVE AGREEMENT TO SUPPORT NAVIGATORS IN FEDERALLY-FACILITATED AND STATE PARTNERSHIP MARKETPLACES.

**Summary Explanation/Background:**

This grant provides a second year of funding in support of the Pinellas County Navigator Program. Following a competitive solicitation, Health and Community Services was notified on September 8, 2014 that the County received \$535,156.00 in second year funding to continue to serve Pinellas County residents.

Navigators will continue to be located throughout the county to provide enrollment assistance to uninsured and/or underinsured residents who may not have originally sought health insurance coverage due to a lack of information, community resources, and individualized education. Navigators will also be assisting existing clients with re-enrollment for 2015, applying for exemptions and the appeals process. Navigators also provide outreach and education services to the community. This service helped strengthen our relationships with our partners in the community and helped educate the clients on services available beyond just the marketplace.

This second year of funding ensures this work will continue in 2014-2015.

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

Federal Grant Funds in the amount of \$535,156.00

**Attachments/Exhibits:**

1. Contract Review Submittal
2. Notice of Award, dated September 16, 2014
3. Receipt & File Approval of Intent to Apply and Grant Application, August 19, 2014

**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**

<b>PROJECT: Acceptance of Navigator Grant</b>	
<b>CONTRACT NO.:</b> number	<b>ESTIMATED EXPENDITURE / <u>REVENUE</u>:</b> \$535, 156.00 (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:** Acceptance of Grant for Cooperative Agreement to Support Navigators in Federally-Facilitated and State Partnership Marketplace from the United States Department of Health and Human Services, Center for Medicare and Medicaid Services.

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
<b>Originator:</b> Lynda Leedy	9/22/14 9/17/14 TB	LL		
<b>Risk Mgmt:</b> Virginia Holscher CHHS 9-23-14	9/23/14	GH	Public Entity to Public Entity Grant funding	
<b>Finance:**</b> Cassandra Williams	9/29/14	CW		
<b>OMB:**</b> Bill Berger	9/30/14	B	See attached. All subject to review revisions to be made in red by 10/1/14	
<b>Legal:</b> Carl Brody	9/30/14	CS		
<b>Assistant County Administrator:</b> Bruce Moeller	10/1/2014	BM		

Please return to Elisa DeGregorio By ASAP.  
All inquiries should be made to Elisa DeGregorio ext.4-8434.

\*\* See Contract Review Process

Revised 2.27.14

1. DATE ISSUED MM/DD/YYYY 09/16/2014 2. CFDA NO. 93.332 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

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

4. GRANT NO.  
1 NAVCA140148-01-00  
Formerly

5. ACTION TYPE  
New

6. PROJECT PERIOD MM/DD/YYYY  
From 09/16/2014 Through 09/15/2015

7. BUDGET PERIOD MM/DD/YYYY  
From 09/16/2014 Through 09/15/2015

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

9a. GRANTEE NAME AND ADDRESS  
Pinellas County Board of County Commissioners  
2189 Cleveland St Ste 266  
Clearwater, FL 33765-3242

9b. GRANTEE PROJECT DIRECTOR  
Ms. Natalie Jackson  
315 COURT ST RM 601  
CLEARWATER, FL 33756-5165  
Phone: 727-464-8416

10a. GRANTEE AUTHORIZING OFFICIAL  
Ms. Natalie Jackson  
315 COURT ST RM 601  
CLEARWATER, FL 33756-5165  
Phone: 727-464-8416

10b. FEDERAL PROJECT OFFICER  
Miss Julia Dreier  
200 Independence Avenue, S.W.  
Room 738-G  
Washington, DC 20201  
Phone: 111-222-3333

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 .....	0.00
b. Fringe Benefits .....	0.00
c. Total Personnel Costs .....	0.00
d. Equipment .....	0.00
e. Supplies .....	0.00
f. Travel .....	0.00
g. Construction .....	0.00
h. Other .....	535,156.00
i. Contractual .....	0.00
j. TOTAL DIRECT COSTS	535,156.00
k. INDIRECT COSTS	0.00
l. TOTAL APPROVED BUDGET	535,156.00
m. Federal Share	535,156.00
n. Non-Federal Share	0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	535,156.00
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	535,156.00
13. Total Federal Funds Awarded to Date for Project Period	535,156.00

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 AWARDOING 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)

See next page

GRANTS MANAGEMENT OFFICER: Michelle Feagins, Grants Management Officer

17. OBJ CLASS 41.45	18a. VENDOR CODE 1596000800A8	18b. EIN 596000800	19. DUNS 055200216	20. CONG. DIST. 13
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. 4-5990195	b. NAVCA0148A	c. NAV	d. \$535,156.00	e. 75140511
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 09/16/2014
GRANT NO. 1 NAVCA140148-01-00	

REMARKS:

Restriction of Funds. Within 15 days of the Project Period start date, Recipient must provide a request letter (asking to lift the restriction on funds), a revised budget (SF-424A), a revised budget narrative, and a revised project narrative as applicable. All documents must be uploaded to GrantSolutions as a budget revision amendment ([www.grantsolutions.gov](http://www.grantsolutions.gov)). GrantSolutions is the grants system used to manage awards and correspondence between CMS and grantees. Recipients can access a copy of the Notice of Award via this system. The new budget should account for any reductions in the amount requested as well as address any concerns with the budget communicated by CMS. This communication from CMS will be in the form of a Grant Note sent from GrantSolutions and will occur within 2-4 business days from the time these awards are issued. All Recipients must submit a revised budget even if no communication is received from CMS. Please follow the directions outlined below as well as any additional communication sent by CMS. Reallocate funding to appropriate budget categories. All funds awarded were placed in the "other" budget category to facilitate this revision process. If funding was reduced from the amount originally requested, please submit a revised budget reflecting this new amount. This new budget should coincide with the contingency plan submitted (if applicable). For purposes of applying, all budget narratives had to be limited to 3 pages. This page limit is no longer applicable. Revised budgets should include additional supporting information for all costs. Each activity/cost must be described and fully itemized. Lump sum totals will not be accepted. The necessity for a particular cost or how a particular cost/activity links to the project should not be assumed. Funds in the entire amount will only be lifted where all costs are deemed allowable and justified.

## **AWARD ATTACHMENTS**

Pinellas County Board of County Commissioners

1 NAVCA140148-01-00

1. Standard Terms and Conditions\_2014 Support Navigators

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

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

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

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

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

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<sup>1</sup> Throughout this document, the term 'Marketplace' is used to refer to the American Health Benefit Exchanges that are described at Affordable Care Act section 1311(b) and defined at 45 C.F.R. §155.20.

<sup>2</sup> Standard Terms and Conditions include all possible grants administrative requirements for CMS awards. All standard terms and conditions apply unless the requirement is not applicable based on the project awarded. Recipients should contact their assigned Grants Management Specialist if they have questions about whether an administrative term and condition applies.

<sup>3</sup> A Cooperative Agreement is an alternative assistance instrument to be used in lieu of a grant whenever substantial Federal involvement with the recipient during performance is anticipated. The difference between grants and cooperative agreements is the degree of Federal programmatic involvement rather than the type of administrative requirements imposed. Therefore, statutes, regulations, policies, and the information contained in these standard terms and conditions that are applicable to grants also apply to cooperative agreements, unless otherwise stated.

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

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

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

- **Equipment/Technology items** – As defined in 45 CFR Parts 74 and 92, equipment means tangible nonexpendable personal property, including exempt property, charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, lower limits may be established. Technology items such as computers that do not meet the \$5,000 per unit threshold or an alternative lower limit set by recipient policy that may therefore be classified as supplies, must still be individually tagged and recorded in an equipment/technology database. This database should include any information necessary to properly identify and locate the item. For example: serial # and physical location of equipment (e.g. laptops, tablets, etc.). **In addition, purchase of Technology items (both those classified as equipment (tangible nonexpendable personal property with an acquisition cost of \$5,000 or more per unit) and those classified as supplies (tangible expendable personal property with an acquisition cost of less than \$5,000 per unit)), over and above that which is already approved in the budget must be approved by the Grants Management Specialist (regardless of acquisition cost).**

- Travel mileage expenses - All federally funded travel must be tracked through a travel log which includes: traveler/position, destination, length of stay, mileage, per diem, reason for the trip, airfare, and any other reimbursable expenses.
- Conference attendance - For attendance at any conference, including those sponsored by CMS, recipients must submit a breakdown of costs associated with attending the conference for prior approval. This should include all costs associated with travel to the conference and a brief narrative explaining the program related purpose/how attending the conference will further the objectives of the program. (refer to **Attachment B** for the HHS Policy on Promoting Efficient Spending for Conferences and Meetings)

6. **Audit Requirements.** This award is subject to OMB Circular A-133 which provides requirements for the audit of States, local governments, and non-profit organizations expending Federal awards. Non-federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program specific audit conducted for that year in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations ([http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf)).

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

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

7. **Programmatic and Financial Reporting.** Recipients must comply with the programmatic and financial reporting requirements outlined in the Program Terms and Conditions of award. Failure to submit programmatic and financial reports on time may be basis for withholding financial assistance payments, suspension, termination or denial of continued funding. Recipient's failure to timely submit such reports may result in a designation of "high risk" for the recipient organization and may jeopardize potential future funding from the Department of Health and Human Services.
8. **Funding for Recipients.** All funding provided under this award shall be used by the Recipient exclusively for the program referenced in the Notice of Award and described in the Funding Opportunity Announcement and delineated in the Recipient's approved proposal. This includes any approved revisions, as applicable, made subsequent to the Recipient's approved proposal. If the Recipient should use any of the funds for any purpose other than for the approved program, then all funds provided under this award shall be returned to the United States Treasury.



- 9. Public Reporting.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with Federal money, all Recipients receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that is financed by nongovernmental sources.
- 10. Central Contractor Registration (CCR) and Universal Identifier Requirements.** This award is subject to the requirements of 2 CFR part 25, Appendix A which is specifically incorporated herein by reference. For the full text of 2 CFR part 25, go to <http://www.cms.gov/CCIIO/Resources/Funding-Opportunities/award-term-for-central-contractor-registration.html>. To complete Central Contractor Registration requirements, Recipients must register or maintain registration in the System for Award Management (SAM) database. Please consult the SAM website (<https://www.sam.gov/portal/public/SAM/>) for more information.
- 11. Trafficking in Persons.** This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). The full text may be found at <http://www.cms.gov/CCIIO/Resources/Funding-Opportunities/trafficking-term.html>, and which is incorporated herein by reference.
- 12. Subaward Reporting and Executive Compensation.** This award is subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by Section 6202 of Public Law 110-252 and implemented by 2 CFR Part 170. Recipients must report information for each first-tier subaward of \$25,000 or more in Federal funds and executive total compensation for the Recipient's and Subrecipients' five most highly compensated executives as outlined in Appendix A to 2 CFR Part 170. Information about the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) is available at [www.fsrs.gov](http://www.fsrs.gov). For the full text of the award term, go to <http://www.cms.gov/CCIIO/Resources/Funding-Opportunities/ffata.html>. For further assistance, please contact Iris Grady, the Grants Management Specialist assigned to monitor the subaward reports and executive compensation at [divisionofgrantsmanagement@cms.hhs.gov](mailto:divisionofgrantsmanagement@cms.hhs.gov).
- 13. Employee Whistleblower Protections.** All Recipients must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712 in the predominant native language of the workforce. For the full text of the award term, re *Pilot Program for Enhancement of Contractor Employee Whistleblower Protections*, refer to **Attachment C**.

**14. Fraud, Waste, and Abuse.** The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by email to [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.

**15. Human Subjects Protection.** If applicable to Recipient's program, the Recipient bears ultimate responsibility for protecting human subjects under the award, including human subjects at all sites, and for ensuring that an assurance approved by OHRP and certification of IRB review and approval have been obtained before human subjects research can be conducted at each collaborating site. Recipients may not draw funds from the payment system, request funds from the paying office, or make obligations against Federal funds for research involving human subjects at any site engaged in nonexempt research for any period not covered by both an OHRP-approved assurance and IRB approval consistent with 45 CFR Part 46. Costs associated with IRB review of human research protocols are not allowable as direct charges under grants and cooperative agreements unless such costs are not covered by the organization's indirect cost rate.

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

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

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

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

**17. Use of Data and Work Products.** At any phase of the project, including the project's conclusion, the Recipient, if so requested by the CMS Project Officer, shall submit copies of

analytic data file(s) with appropriate documentation, representing the data developed/used in end-product analyses generated under the award. The analytic file(s) may include primary data collected, acquired or generated under the award and/or data furnished by CMS. The content, format, documentation, and schedule for production of the data file(s) will be agreed upon by the Principal Investigator/Project Director and the CMS Project Officer. The negotiated format(s) could include both file(s) that would be limited to CMS's internal use and file(s) that CMS could make available to the general public.

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

All publications, press announcements, posters, oral presentations at meetings, seminars, and any other information-dissemination format, including but not limited to electronic/digital media that is related to this project must include a formal acknowledgement of support from the Department of Health and Human Services, citing the Funding Opportunity Number as identified on the Funding Opportunity Announcement (FOA) as follows: "The project described was supported by Funding Opportunity Number CA-NAV-14-002 from the U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services." Recipient also must include a disclaimer stating that "The contents provided are solely the responsibility of the authors and do not necessarily represent the official views of HHS or any of its agencies." One copy of each publication, regardless of format, resulting from work performed under an HHS project must accompany the annual or final progress report submitted to CMS through its CMS Project Officer.

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

- 18. Public Policy Requirements.** By signing the application, the authorized organizational official certifies that the organization will comply with applicable public policies. Once a grant is awarded, the recipient is responsible for establishing and maintaining the necessary processes to monitor its compliance and that of its employees and, as appropriate, subrecipients

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

**19. Implementation of United States v. Windsor and Interpretation of Familial Relationship**

**Terminology.** In any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively. By “same-sex spouses,” HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By “same-sex marriages,” HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By “marriage,” HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

**20. Green Procurement.** To mitigate the environmental impacts of acquisition of IT and other products/equipment, Recipients are encouraged to: (1) participate in “Green procurement” based on the HHS Affirmative Procurement Plan ([www.hhs.gov/asfr/ogapa/acquisition/10-2010\\_hhs\\_affirmative\\_procurement\\_plan.doc](http://www.hhs.gov/asfr/ogapa/acquisition/10-2010_hhs_affirmative_procurement_plan.doc)) and similar guidance from the Environmental Protection Agency (EPA) and the President’s Council on Environmental Quality (CEQ); (2) use electronic products that are Energy Star® compliant and Electronic Product Environmental Assessment Tool (EPEAT) Silver registered or higher when available; (3) activate Energy Star® features on all equipment when available; (4) use environmentally sound end-of-life management practices, including reuse, donation, sale and recycling of all electronic products.

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

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

- 23. Termination.** CMS may terminate this grant agreement, or any part hereof, if the Recipient materially fails to comply with the terms and conditions of this award, or provisions of law pertaining to agreement performance. Materially fails includes, but is not limited to, violation of the terms and conditions of the award; failure to perform award activities in a satisfactory manner; improper management or use of award funds; or fraud, waste, abuse, mismanagement, or criminal activity. In addition, CMS may terminate this award if the Recipient fails to provide the Government, upon request, with adequate written and signed assurances of future performance. CMS will promptly notify the Recipient in writing of such termination and the reasons for it, together with the effective date. Recipient may terminate this award as set forth in 45 CFR 74.61(a)(3) or 45 CFR 92.44(b). In addition to termination, CMS may address material failure to comply with the terms and conditions of this award by taking such other action as set forth in 45 CFR 74.61 and 74.62 and in 45 CFR 92.43.
- 24. Bankruptcy.** In the event the Recipient or one of its sub-Recipients enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Recipient agrees to provide written notice of the bankruptcy to the CMS Grants Management Specialist and CMS PO. This written notice shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing and sent to the CMS Grants Management Specialist and PO. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, a copy of any and all of the legal pleadings, and a listing of Government grant and cooperative agreement numbers and grant offices for all Government grants and cooperative agreements against which final payment has not been made.
- 25. Affirmative Duty to Track All Parties to the Award.** Recipient must at a minimum regularly track all parties to the award in both the GSA database that is known as the System for Award Management (SAM) and The Office of the Inspector General (OIG) List of Excluded Individuals and Entities (LEIE). The purpose of this affirmative duty is to track all parties that include health care, commercial, non-profit, and other people and entities in order to report immediately to the CMS Grants Management Specialist and CMS PO those that cannot participate in federal programs or receive federal funds. The Recipient cannot have any persons or entities on the award that cannot participate in federal programs or receive federal funds. If any of these systems are not publicly available, then the Recipient must comply with the purpose and intent of this requirement using a process that meets at least the level of scrutiny provided by these databases.

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

- 26. Sub-Recipient Equal Treatment.** The Recipient must comply with 45 CFR Part 87, including the provision that no State or local government Recipient nor any intermediate organization receiving funds under any program shall, in the selection of service providers, discriminate for or against an organization's religious character or affiliation.
- 27. Recipient's Responsibility for Sub-Recipients.** The Recipient is responsible for the performance, reporting, and spending for each Sub-Recipient. The Recipient will ensure the timeliness and accuracy of required reporting for each site of service and Sub-Recipient under the cooperative agreement. The Recipient is responsible for the performance and progress of each site of service or Sub-Recipient toward the goals and milestones of the program. The Recipient will take necessary corrective action for any site of service or Sub-Recipient that is not meeting the goals and milestones of the program, as set forth in the FOA.
- 28. Nondiscrimination.** Recipient and Sub-Recipients will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) or regulation(s) under which application for Federal assistance is being made, including but not limited to, 45 CFR §155.120(c); and, (j) the requirements of any other nondiscrimination statute(s) or regulations which may apply to the application.
- 29. Reservation of Rights.** Nothing contained in this Agreement is intended or shall be construed as a waiver by the United States Department of Justice, the Internal Revenue Service, the Federal Trade Commission, HHS Office of the Inspector General, or CMS of any right to institute any proceeding or action against Recipient for violations of any statutes, rules or regulations administered by the Government, or to prevent or limit the rights of the Government to obtain relief under any other federal statutes or regulations, or on account of any violation of this Agreement or any other provision of law. The Agreement shall not be construed to bind any Government agency except CMS, and this Agreement binds CMS only

to the extent provided herein. The failure by CMS to require performance of any provision shall not affect CMS's right to require performance at any time thereafter, nor shall a waiver of any breach or default result in a waiver of the provision itself.

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

**31. FY 2014 Appropriations Provision.** Department of Health and Human Services (HHS) Recipients must comply with all terms and conditions outlined in their grant awards, including grant policy terms and conditions contained in applicable HHS Grants Policy Statements, and requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.

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

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

FY2014 Enacted Language: Sec. 203. None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

This salary cap applies to direct salaries and to those salaries covered under indirect costs, also known as facilities and administrative (F & A) costs. The current Executive Level II salary rate is \$181,500.

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

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

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

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

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

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

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

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

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

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



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

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

**Pilot Program for Enhancement of Whistleblower Protections**

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

**Federal Acquisition Regulations**

As promulgated in the Federal Register, the relevant portions of 48 CFR section 3.908 read as follows (note that use of the term “contract,” “contractor,” “subcontract,” or “subcontractor” for the purpose of this term and condition, should be read as “grant,” “grantee,” “subgrant,” or “subgrantee”):

*3.908 Pilot program for enhancement of contractor employee whistleblower protections*

**3.908-1 Scope of section.**

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

**3.908-2 Definitions**

As used in this section –

Abuse of authority means an arbitrary and capricious exercise of authority that is inconsistent with the mission of the executive agency concerned or the successful performance of a contract of such agency. Inspector General means an Inspector General appointed under the Inspector

General Act of 1978 and any Inspector General that receives funding from, or has oversight over contracts awarded for, or on behalf of, the executive agency concerned.

### 3.908-3 Policy

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

2. Entities to whom disclosure may be made.

- (a) A Member of Congress or a representative of a committee of Congress.
- (b) An Inspector General.
- (c) The Government Accountability Office.
- (d) A Federal employee responsible for contract oversight or management at the relevant agency.
- (e) An authorized official of the Department of Justice or other law enforcement agency.
- (f) A court or grand jury.
- (g) A management official or other employee of the contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

3. An employee who initiates or provides evidence of a contractor or subcontractor misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a Federal contract shall be deemed to have made a disclosure.

### 3.908-9 Contract clause.

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

Contract clause:

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

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

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

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

**Program Terms & Conditions**

**Attachment D**

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

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

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

- 6. Management Review/Audit.** The funding authorized by this award is paid subject to any periodic future financial management review or audit.
- 7. Personnel Changes.** Recipient is required to notify the Project Officer and the CMS Grants Management Specialist at least thirty (30) days before any personnel changes affecting the award's Authorized Organizational Representative, Project Director, Assistant Project Director, as well as any named Key Contractor staff.
- 8. Cooperative Agreement Roles and Responsibilities.** Under each Cooperative Agreement, HHS' purpose is to support and stimulate the recipient's activities by involvement in, and otherwise working jointly with, the award recipient in a partnership role. To facilitate appropriate involvement during the period of this Cooperative Agreement, HHS and the Recipient will be in contact at least once a month, and more frequently when appropriate.

Cooperative Agreement Roles and Responsibilities are as follows:

#### **Department of Health and Human Services**

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

- **Technical Assistance** – HHS will host opportunities for training and/or networking, including conference calls and other vehicles.
- **Collaboration** – To facilitate compliance with the terms of the Cooperative Agreement and to support Recipient more effectively, HHS will actively coordinate with other relevant Federal Agencies including but not limited to the Indian Health Service, the Internal Revenue Service, the Department of Homeland Security, the Administration for Children and Families, and the Social Security Administration.

- Program Evaluation – HHS will work with Recipient to implement lessons learned to continuously improve this program and the nation-wide implementation of Marketplace Navigator Programs.
- Project Officers and Monitoring – HHS will assign specific Project Officers to each Cooperative Agreement award to support and monitor Recipient throughout the period of performance. HHS Grants Management Officers, Grants Management Specialists, and Project Officers will monitor, on a regular basis, progress of each recipient. This monitoring may be by phone, document review, on-site visit, other meeting and by other appropriate means, such as reviewing program progress reports and Federal Financial Reports (FFR or SF-425). This monitoring will be to determine compliance with programmatic and financial requirements.

### **Recipient**

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

- State and Marketplace Requirements – comply with applicable state law and all applicable current and future requirements of the Marketplace, including those issued through rulemaking and guidance specified and approved by the Secretary of HHS.
- Collaboration and Sharing – collaborate with the critical stakeholders listed in the Funding Opportunity Announcement and the HHS team, including the assigned Project Officer. A Recipient serving consumers in a State that is engaging actively with the federal government in the operation of certain aspects of the FFM in a Consumer Assistance State Partnership Marketplace may also be required to collaborate with any State agency helping to oversee the day-to-day management of the Navigator program. Notice will be provided to Navigators serving consumers in these States by their CMS project officer.
- Reporting – comply with all reporting requirements outlined in this document and the Funding Opportunity Announcement to ensure the timely release of funds.
- Program Evaluation – cooperate with HHS-directed national program evaluations.
- Participate in technical assistance venues as appropriate.
- Program Standards – comply with all applicable current and future Marketplace and Marketplace Navigator standards, as detailed in regulations, guidance, and this document.

## **9. Navigator Oversight and Monitoring.**

- a. Recipient shall establish processes to monitor program activities for compliance with statutory, regulatory and grant requirements, including but not limited to compliance with privacy and security requirements, as set forth in Attachments D, E, and F.

- b. Recipient is required to report to CMS any instance of suspected fraud, misconduct or non-compliance with statutory, regulatory or grant requirements on the part of staff or the organization as a whole.
- c. Recipient should make contact information for the HHS OIG available to consumers and to Recipient staff. For example, by posting this information in a public space or by including in educational materials distributed by Recipient.

#### **10. Navigator Training Requirements.**

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

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

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

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

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

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

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

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

The regulations specify certain types of state requirements applicable to Navigators that CMS considers to prevent the application of the provisions of title I of the Affordable Care Act. The regulations clarify that the conflict of interest requirements applicable to Navigators would not prevent a health care provider from becoming a Navigator in an FFM or State Partnership Marketplace solely because it receives consideration from a health insurance issuer for health care services provided. The regulations also clarify that Navigators' duty to provide fair, accurate, and impartial information and services includes: providing information that assists consumers with submitting the eligibility application; clarifying the distinctions among health coverage options, including QHPs; and helping consumers make informed decisions during the health coverage selection process. These regulations can be viewed in their entirety at <http://www.gpo.gov/fdsys/pkg/FR-2014-05-27/pdf/2014-11657.pdf>.

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

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

Beginning in October 2014, all Navigator grantees must provide required weekly and monthly reports, in addition to the previously required quarterly and final reports. The



reports will be submitted electronically in a form prescribed by CMS. These reports will outline how cooperative agreement funds were used, describe program progress, describe any barriers encountered including how any potential conflicts of interest were mitigated and process for handling non-compliant staff or volunteers, describe how the program ensured access to culturally and linguistically appropriate services, and detail measurable outcomes to include how many staff and volunteers completed required training and became certified as Navigators and how many consumers were served. CMS will provide the format for program reporting and the technical assistance necessary to complete program reporting requirements. At each stage, CCIIO staff will evaluate reports and provide feedback to recipients. CMS reserves the right to require the Recipient to provide additional details and clarification on the content of these reports, however, under no circumstances should the Personally Identifiable Information (PII), as defined in Attachment F, of Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or those individuals' legal representatives or Authorized Representatives, be included in such reports.

b. Quarterly Progress Reports

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

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

**Due: January 30, 2015**

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

**Due: April 30, 2015**

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

**Due: July 30, 2015**

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

**Due: October 15, 2015**

c. Final Report

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

**Due: December 15, 2015.**

The final report will contain a disclaimer that the opinions expressed are those of the Recipient and do not necessarily reflect the official views of HHS or any of its agencies. The final progress report may not be released or published without permission from the CMS Project Officer within the first four (4) months following the receipt of the report by the CMS Project Officer.

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

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

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

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

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

See below for the due date for the final FFR:

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

**Recipient shall liquidate all obligations incurred under the award not later than 90 days after the end of the project period and before the final FFR submission. It is Recipient's responsibility to reconcile reports submitted to PMS and to CMS. Failure to reconcile final reports in a timely manner may result in canceled funds.**

For additional guidance, please contact your Grants Management Specialist, Christopher Clark at [Chris.Clark@cms.hhs.gov](mailto:Chris.Clark@cms.hhs.gov).

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

**Director, Division of Payment Management  
Telephone Number 1-877-614-5533  
P. O. Box 6021  
Rockville, Maryland 20852**

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

- To cover the costs to provide direct health care services to individuals.
- To match any other Federal funds.
- To provide services, equipment, or support that are the legal responsibility of another party under Federal or State law (such as vocational rehabilitation or education services) or under any civil rights laws. Such legal responsibilities include, but are not limited to, modifications of a workplace or other reasonable accommodations that are a specific obligation of the employer or other party.
- To supplant existing State, local, or private funding of infrastructure or services such as staff salaries, etc.
- To supplant funds provided under Funding Opportunity Announcement number CA-NAV-13-001, entitled "PPHF – 2013 – Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Exchanges."
- To cover any pre-award costs.

- To carry out services that are the responsibility of the Marketplace, such as eligibility determinations and transferring enrollment information for consumers to a QHP, or to carry out any activities already funded through federal Marketplace Establishment grants under section 1311(a) of the Affordable Care Act or section 2793 of the Public Health Service Act, including to make payments to Marketplace enrollment and eligibility assisters that are funded through section 1311(a) of the Affordable Care Act or to recipients of funds awarded to States under Consumer Assistance Program grants.
- To assist consumers residing in a State with a State-based Exchange (See Section VIII. 2, *State Reference List of the Funding Opportunity Announcement*) or in a State the Navigator does not serve. Federally-Facilitated Exchange/State Partnership Exchange Navigators may provide these consumers with basic information about Exchanges, but should refer them to Navigators, the Exchange Call Center, and other resources within the State where the consumer resides for more in-depth assistance.
- To expend funds related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body. Recipient may lobby at its own expense if it can segregate federal funds from other financial resources used for that purpose.
- To fund staff retreats or promotional giveaways.
- To purchase gifts or gift cards, or promotional items that market or promote the products or services of a third party, that would be provided to any applicant or potential enrollee.

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

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

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

In addition, in accordance with 45 C.F.R. § 155.215(a)(1)(ii), all recipients must provide a written plan to remain free of disqualifying conflicts of interest and to disclose to CMS, as operator of the FFM or State Partnership Marketplace, certain non-disqualifying conflicts of interest as specified in 45 C.F.R. § 155.215(a)(1)(iv). **Recipients must provide this information within 30 days of the project start date. Scope of Navigator Services.** Recipient should not provide services beyond the scope of its approved project work plan during Navigator work hours or while using Navigator funds. This includes, but is not limited to, selling other insurance products or recruiting volunteers for non-Navigator related activities.

## **17. Privacy and Security Compliance.**

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

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

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

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

- Provide information and services in a fair, accurate, and impartial manner, which includes: providing information that assists consumers with submitting the eligibility application; clarifying the distinctions among health coverage options, including QHPs; and helping consumers make informed decisions during the health coverage selection process. Such information must acknowledge other health programs such as Medicaid and CHIP;
- Facilitate selection of a QHP;
- Provide referrals to any applicable office of health insurance consumer assistance or health insurance ombudsman established under Section 2793 of the PHS Act, or any other appropriate State agency or agencies, for any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination under such plan or coverage;
- Provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served by the Exchange, including individuals with limited English proficiency, and ensure accessibility and usability of Navigator tools and functions for individuals with disabilities in accordance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act;
- Comply with the authorization requirements set forth in 45 CFR 155.210(e)(6) and summarized below; and
- Provide information to consumers about the full range of QHP options and insurance affordability programs for which they are eligible, in accordance with 155.215(a)(1)(iii).

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

Other Required Duties: Recipient must also maintain expertise in eligibility, enrollment, and program specifications and conduct public education activities to raise awareness about the Exchange; however, it is not expected or required that Recipient collect, handle, disclose, access, maintain, store and/or use PII of Consumers, Applicants, Qualified Individuals, Qualified Employers, Qualified Employees, or Enrollees, or from these individuals' legal representatives(s) or Authorized Representatives for this function. To the extent that Recipient does so, it must comply with all of the provisions of this specific term and condition, as well as Attachments E and F that apply to Recipient's activities.

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

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

APTC percentage and amount applied  
Auto disenrollment information  
Applicant Name  
Applicant Address  
Applicant Birthdate  
Applicant Telephone number  
Applicant Email  
Applicant spoken and written language preference  
Applicant Medicaid Eligibility indicator, start and end dates  
Applicant Children's Health Insurance Program eligibility indicator, start and end dates  
Applicant QHP eligibility indicator, start and end dates  
Applicant APTC percentage and amount applied eligibility indicator, start and end dates  
Applicant household income  
Applicant Maximum APTC amount  
Applicant CSR eligibility indicator, start and end dates  
Applicant CSR level  
Applicant QHP eligibility status change  
Applicant APTC eligibility status change  
Applicant CSR eligibility status change  
Applicant Initial or Annual Open Enrollment Indicator, start and end dates  
Applicant Special Enrollment Period eligibility indicator and reason code  
Contact Name  
Contact Address  
Contact Birthdate  
Contact Telephone number  
Contact Email  
Contact spoken and written language preference  
Enrollment group history (past six months)  
Enrollment type period  
FFE Applicant ID  
FFE Member ID  
Issuer Member ID  
Net premium amount  
Premium Amount, start and end dates  
Pregnancy status indicator  
PII related to any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination as described in 45 CFR §155.210(e)(4)  
Special enrollment period reason

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

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

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

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

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

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

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

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



individuals' legal representatives or Authorized Representatives in its possession at the end of the record retention period required under this specific term and condition and Attachments E and F. If, upon the termination or expiration of this grant, the Navigator has in its possession PII for which no retention period is specified in this specific term and condition and/or Attachments E and F, such PII shall be destroyed within 30 Days of the termination or expiration of this grant. Recipient's duty to protect and maintain the privacy and security of PII, as provided for in accordance with this specific term and condition, and Attachments E and F, shall continue in full force and effect until such PII is destroyed and shall survive the termination or withdrawal of the Navigator Recipient and/or expiration of this Agreement.

**18. State Exchange Model.** If the State in which Recipient is serving transitions from a Federally-facilitated or State Partnership Marketplace to a State-Based Marketplace prior to the end of the grant period, the cooperative agreement will end and any unused funds will revert to the federal government. The transition planning process provided for by 45 CFR §155.106 will include a process for ending this cooperative agreement.

**19. Sub-Recipients' Compliance with Privacy and Security Requirements.** Any and all Sub-Recipients are also required to adhere to all privacy and security requirements under the Privacy and Security Compliance Term and Condition, and Attachments E and F.

**20. Data.** Any data provided to CMS will be used only to assess Recipient's performance of its obligations and rights under this cooperative agreement program. Recipient has an obligation to collect and secure aggregate data for the submission of quarterly and annual progress reports to CMS. PII, as defined in Attachment F, of Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or those individuals' legal representatives or Authorized Representatives, is not expected or required to be maintained or stored by Navigators in order to complete these reports. In addition, in no circumstance should PII, as defined in Attachment F, of Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or those individuals' legal representatives or Authorized Representatives be reported to CMS in these reports. All proprietary information and technology of Recipient are and shall remain the sole property of the Recipient.

**21. PII Authorization.** Recipient may not collect, handle, disclose, access, maintain, store, and/or use the PII (as defined in Attachment F) of any Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or those individuals' legal representatives or Authorized Representatives, until it has drawn down funds and accepted the terms and conditions of this award.

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

**Program Terms and Conditions  
Attachment E**

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

**Statement of Applicability:**

These standards and implementation specifications are established in accordance with Section 1411(g) of the Affordable Care Act (42 U.S.C. § 18081(g)) and 45 CFR 155.260. All terms used herein carry the meanings assigned in Version 1 of Attachment F, which is also attached to this Notice of Award.

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

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

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

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

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

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

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

i. Implementation Specifications:

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

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

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

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

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

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

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

i. Implementation specifications:

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

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

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

- a. Standard: Other than in accordance with the consent procedures outlined above, the Non-Exchange Entity shall only create, collect, disclose, access, maintain, store, and use PII:

1. To the extent necessary to ensure the efficient operation of the Exchange;
2. In accordance with its published Privacy Notice Statement and any applicable agreements that were in effect at the time the PII was collected, including the consent procedures outlined above in Section (3) above; and/or
3. In accordance with the permissible functions outlined in the regulations and agreements between CMS and the Non-Exchange Entity.

- b. Standard: Non-discrimination. The Non-Exchange Entity should, to the greatest extent practicable, collect PII directly from the Consumer, Applicant, Qualified Individual, Enrollee, Qualified Employee, or Qualified Employer, when the information may result in adverse determinations about benefits.

- c. Standard: Prohibited uses and disclosures of PII

- i. Implementation Specifications:

1. The Non-Exchange Entity shall not request Information regarding citizenship, status as a national, or immigration status for an individual who is not seeking coverage for himself or herself on any application.

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

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

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

- i. Implementation Specifications:

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

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



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

i. Implementation Specifications:

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

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

- a. Standard: Reporting. The Non-Exchange Entity must implement Breach and Incident handling procedures that are consistent with CMS' Incident and Breach Notification Procedures<sup>5</sup> and memorialized in the Non-Exchange Entity's own written policies and procedures. Such policies and procedures would:
  - i. Identify the Non-Exchange Entity's Designated Privacy Official, if applicable, and/or identify other personnel authorized to access PII and responsible for reporting and managing Incidents or Breaches to CMS.
  - ii. Provide details regarding the identification, response, recovery, and follow-up of Incidents and Breaches, which should include information regarding the potential need for CMS to immediately suspend or revoke access to the Hub for containment purposes; and
  - iii. Require reporting any Incident or Breach of PII to the CMS IT Service Desk by telephone at (410) 786-2580 or 1-800-562-1963 or via email notification at cms\_it\_service\_desk@cms.hhs.gov within required time frames.
- b. Standard: Standard Operating Procedures. The Non-Exchange Entity shall incorporate privacy and security standards and implementation specifications.

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

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

i. Implementation Specifications:

1. The privacy and security standards and implementation specifications shall be written in plain language and shall be available to all of the Non-Exchange Entity's Workforce members whose responsibilities entail the creation, collection, maintenance, storage, access, or use of PII.
2. The procedures shall ensure the Non-Exchange Entity's cooperation with CMS in resolving any Incident or Breach, including (if requested by CMS) the return or destruction of any PII files it received under the Agreement; the provision of a formal response to an allegation of unauthorized PII use, reuse or disclosure; and/or the submission of a corrective action plan with steps designed to prevent any future unauthorized uses, reuses or disclosures.
3. The standard operating procedures must be designed and implemented to ensure the Non-Exchange Entity and its Workforce comply with the standards and implementation specifications contained herein, and must be reasonably designed, taking into account the size and the type of activities that relate to PII undertaken by the Non-Exchange Entity, to ensure such compliance.

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

i. Implementation Specifications:

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

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

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

**Program Terms and Conditions  
Attachment F**

**DEFINITIONS**

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

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

- (10) **CMS Data Services Hub (Hub)** is the CMS Federally-managed service to interface data among connecting entities, including HHS, certain other Federal agencies, and State Medicaid agencies.
- (11) **Consumer** means a person who, for himself or herself, or on behalf of another individual, seeks information related to eligibility or coverage through a Qualified Health Plan (QHP) or other Insurance Affordability Program, or whom an agent or broker (including Web-brokers), Navigator, Issuer, Certified Application Counselor, or other entity assists in applying for a coverage through QHP, applying for APTCs and CSRs, and/or completing enrollment in a QHP through its web site for individual market coverage.
- (12) **Cost-sharing Reduction (CSR)** has the meaning set forth in 45 CFR 155.20.
- (13) **Day or Days** means calendar days unless otherwise expressly indicated in the relevant provision of the Notice of Award terms and conditions that incorporates this Attachment F.
- (14) **Designated Privacy Official** means a contact person or office responsible for receiving complaints related to Breaches or Incidents, able to provide further information about matters covered by the notice, responsible for the development and implementation of the privacy and security policies and procedures of the Non-Exchange Entity, and ensuring the Non-Exchange Entity has in place appropriate safeguards to protect the privacy and security of PII.
- (15) **Enrollee** has the meaning set forth in 45 CFR 155.20.
- (16) **Exchange (or Marketplace)** has the meaning set forth in 45 CFR 155.20.<sup>6</sup>
- (17) **Federally-facilitated Exchange (FFE)** means an **Exchange (or Marketplace)** established by HHS and operated by CMS under Section 1321(c)(1) of the ACA for individual or small group market coverage, including the Federally-facilitated Small Business Health Options Program (FF-SHOP). **Federally-facilitated Marketplace (FFM)** has the same meaning as FFE.
- (18) **Health Insurance Coverage** has the meaning set forth in 45 CFR 155.20.
- (19) **HHS** means the U.S. Department of Health & Human Services.

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<sup>6</sup> In this attachment, the terms “Exchange” and “Marketplace” are both used to refer to the American Health Benefit Exchanges that are described at Affordable Care Act section 1311(b) and defined at 45 C.F.R. §155.20 (see footnote 1).

- (20) **Incident**, or **Security Incident**, means the act of violating an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent.
- (21) **Information** means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.
- (22) **Issuer** has the meaning set forth in 45 CFR 144.103.
- (23) **Minimum Acceptable Risk Standards—Exchanges (MARS-E)** means a CMS-published suite of documents, version 1.0 (August 1, 2012), that defines the security standards required pursuant to 45 CFR 155.260 and 45 CFR 155.270, for any Exchange, individual, or entity gaining access to information submitted to an Exchange or through an Exchange using a direct, system-to-system connection to the Hub, available on the 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.

APPROVED BY [Signature]  
OFFICE [Signature] ONEY



## OMB Contract Review

<b>Contract Name</b>	Acceptance of Navigator Grant		
<b>CATS#</b>	45624	<b>Contract #</b>	N/A

**Mark all Applicable Boxes:**

Type of Contract							
<b>CIP</b>		<b>Grant</b>	<b>X</b>	<b>Other</b>		<b>Revenue</b>	<b>Project</b>

**Contract information:**

<b>New Contract (Y/N)</b>	Y	<b>Original Contract Amount</b>	
<b>Fund(s)</b>	0001	<b>Amount of Change</b>	
<b>Cost Center(s)</b>	100200	<b>Contract Amount</b>	\$535,156
<b>Program(s)</b>	1569	<b>Amount Available</b>	<b>Total:</b>
<b>Account(s)</b>	3311001	<b>Included in Applicable Budget? (Y/N)</b>	Y
<b>Fiscal Year(s)</b>	FY15		

### Description & Comments

(What is it, any issues found, is there a financial impact to current/next FY, does this contract vary from previous FY, etc.)

This grant agreement provides continued funding for the Pinellas County Navigator Program through 9/15/2015. The Health and Community Services Division was approved to apply for the Navigator Grant on June 30, 2014 and was awarded \$535,156 on September 8, 2014. In FY14, Pinellas County was awarded \$600,000 for the Navigator Program and an estimated \$580,000 will be reimbursed. A resolution will be need to load expenditures for this program, which will be located in account 0001-301215-1569. Outreach and Enrollment services, or Navigators, assist clients in enrolling for health programs such as the Affordable Care Act. By assisting residents in the enrollment process, the County is continuing to reduce the number of uninsured residents using hospital emergency rooms, as well as increasing the number of citizens whose health care is covered through paid plans and Medicaid products for those who qualify. This grant was not included in the FY15 budget, but it is consistent with previous navigator grants.

**Analyst: Paul Dean**

**Ok to Sign:** ☒

### Instructions/Checklist

1. Upon receipt of a contract and notification in County Admin Tracking System (CATS) review the Agenda and Contract for language and accuracy. Make sure there are available funds, the dept is not overextending itself, was it planned, etc.
2. Complete the form above using the contract document and the County accounting & budgeting systems.
3. Use the "Description & Comments" section to give a brief summary of the contract and include your thoughts and pertinent information.
4. Print the form, initial, and leave folder on the Director's desk.
5. Login to CATS and click in the cell next to your name. A date will appear and click on the date you completed your review. Choose save and close the CATS system.

→ Delegated Authority Report.



## MEMORANDUM

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TO: Mark S. Woodard, Interim County Administrator

FROM: Lynda M. Leedy, Interim Director, Health and Community Services *LM*

SUBJECT: Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Marketplaces from U.S. Department of Health & Human Services, Center for Medicare and Medicaid Services: No-Cost Extension and 2014 Intent to Apply

DATE: June 30, 2014

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**RECOMMENDATION:** I RECOMMEND THAT THE COUNTY ADMINISTRATOR APPROVE AN APPLICATION TO THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES CENTER FOR MEDICARE AND MEDICAID SERVICES (CMS) FOR A NO-COST EXTENSION OF THE 2013 COOPERATIVE AGREEMENT TO SUPPORT NAVIGATORS IN FEDERALLY-FACILITATED AND STATE PARTNERSHIP MARKETPLACES.

I ALSO RECOMMEND THAT THE COUNTY ADMINISTRATOR APPROVE THE INTENT TO APPLY TO THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES CENTER FOR MEDICARE AND MEDICAID SERVICES FOR THE 2014 COOPERATIVE AGREEMENT TO SUPPORT NAVIGATORS IN FEDERALLY-FACILITATED AND STATE PARTNERSHIP MARKETPLACES.

**DISCUSSION:** The Department of Health and Community Services (HCS) is seeking approval of an application for a no-cost extension of the 2013 Cooperative Agreement to Support Navigators in Federally-Facilitated and State Partnership Marketplaces. This extension allows HCS to extend the project period beyond the first year of operations for additional time to complete the design, development, and implementation of activities that were part of the approved work plan under this grant cycle. The deadline for the no-cost extension is July 14, 2014. If approved, this extension would be used to expend the remaining \$75,000 from 8/16/2014 – 10/01/2014. During this period, staff will continue to provide navigational services while maintaining individual staff proficiency levels in order to bridge the gap between the current grant cycle end and the 2014 grant cycle award.

The County Administrator approved the original application for a competitive grant from the Center for Medicare and Medicaid Services (CMS) to Support Navigators in Federally-facilitated and State Partnership Exchanges on August 26, 2013. HCS received \$600,000 in funding for the 8/15/2013 – 8/14/2014 budget period.

HCS is also seeking approval for the Intent to Apply for a Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Marketplaces, which has been reviewed and approved by the Pinellas County Office of Management and Budget.

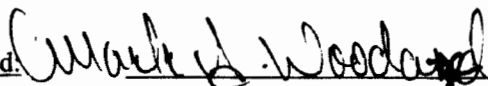
As with the 2013 grant award, Navigators will continue to assist consumers in various ways, including education on enrollment guidelines for the Health Insurance Marketplace during the 2015 Open Enrollment period. During the past year, HCS Navigators were dispersed throughout the County and provided enrollment assistance to 21,867 uninsured and/or underinsured residents who may not have sought insurance coverage due to a lack of information, community resources, and individualized education. This service helped strengthen our relationships with our partners in the community and helped educate consumers about other services available to them beyond the Marketplace.

Navigators will again be assisting clients with re-enrollment for 2015, with applying for exemptions and with the appeals process. Navigators will also provide outreach and education services to the community on available insurance coverage options. By assisting residents in the enrollment process, the County is continuing to reduce the number of uninsured residents using hospital emergency rooms, as well as increasing the number of adults and children whose health care is covered through paid plans and Medicaid products for those who qualify. Taken together, these efforts help to create a healthier community by providing improved access to health care. Increased enrollment also brings additional revenue to the County through the payment of premiums, claims and treatment for medical services, and creates additional jobs due to an increased demand for health care related services.

**FISCAL IMPACT:** There is no fiscal impact of the no-cost extension. Total Federal funding sought for the 2014 Cooperative Agreement to Support Navigators is \$600,000.00. Of the requested \$600,000, \$543,669 will be allotted for staff wages and agency fees, \$2,200 for supplies and services, \$10,976 for travel, and \$43,155 for marketing purposes. The budget includes increased funding for local media/marketing efforts in response to CMS programmatic expectations that Pinellas County assume a role as the lead agency with an increased community presence and marketing footprint. To accomplish that goal, HCS proposes to leverage earned media by releasing press statements for upcoming events and explore non-County advertising sources.

Approval of the Application for a No-Cost Extension and Application for 2014 Cooperative Agreement is within the authority of the County Administrator, as delegated by the Board of County Commissioners, pursuant to Section 2-62(a)(4), Pinellas County Code.

Recommendation(s) Approved:



Mark S. Woodard  
Interim County Administrator

Date: 7/14/14

**Attachments/Exhibits:**

1. Delegated Memo, approved 8-26-13, for 2013 Cooperative Agreement to Support Navigators
2. Notice of Intent to Apply for FY 14 Cooperative Agreement
3. Office of Management and Budget Response to the 2014 Notice of Intent to Apply
4. Navigator Program Summary



## MEMORANDUM

TO: Robert S. LaSala, County Administrator

FROM: Gwendolyn C. Warren, Executive Director, Health and Community Services *W*

SUBJECT: Approval of a Grant Application for the Centers for Medicare and Medicaid Services Cooperative Agreement to Support Navigators in Federally-Facilitated and State Partnership Exchanges Grant (CFDA# 93.750)

DATE: August 21, 2013

**RECOMMENDATION:** I RECOMMEND THAT THE COUNTY ADMINISTRATOR APPROVE A GRANT APPLICATION FOR THE CENTERS OF MEDICARE AND MEDICAID SERVICES COOPERATIVE AGREEMENT TO SUPPORT NAVIGATORS IN FEDERALLY-FACILITATED AND STATE PARTNERSHIP EXCHANGES GRANT

**DISCUSSION:** The Department of Health and Community Services is requesting the County Administrator's approval of a grant application for the Centers for Medicare and Medicaid Services' *Cooperative Agreement to Support Navigators in Federally-Facilitated and State Partnership Exchanges Grant*, which will enable the County to receive \$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 Department was notified of the grant opportunity by Congresswoman Kathy Castor's office with limited time to submit the application. Due to the complexity of securing multiple partner agencies and the time constraints to submit a completed application, the Department was not able to seek prior approval for the grant application. The Department utilized the short time frame to secure partner agencies and delineate responsibilities, establish potential access points, and develop training materials to support our efforts should the County be selected as a grant recipient.

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.

**FISCAL IMPACT:** 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 secure marketing and outreach efforts to support the project.

Recommendation Approved: Robert S. LaSala Date: 8-26-13

Robert S. LaSala  
County Administrator

**Attachments/Exhibits:**

1. Contract Review Transmittal Slip
2. Notice of Intent to Apply
3. Office of Management and Budget's Response to the Notice of Intent to Apply
4. Grant Application

## INTENT TO APPLY FOR A GRANT

### Internal Notification Form

Send to Katherine Burbridge, AICP, Office of Management and Budget  
Phone: 453-3457 e-mail: [kburbridge@pinellascounty.org](mailto:kburbridge@pinellascounty.org)

<b>Department Point of Contact Information/ Project Manager</b>	
<b>Name:</b> Elisa DeGregorio	<b>Date:</b> June 12, 2014
<b>Phone:</b> 727-464-8434	<b>E-mail:</b> <a href="mailto:edegregorio@pinellascounty.org">edegregorio@pinellascounty.org</a>
<b>Department:</b> Health & Community Services	
<b>Grant Funding Program and Administering Agency Information</b>	
<b>Funding Agency:</b> Health & Human Services/Center for Medicaid and Medicare Services	
<b>Grant Funding Program Name:</b> Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Marketplaces	
<b>Grant Funding Type:</b> Formula <input type="checkbox"/> Capital <input type="checkbox"/> Project <input checked="" type="checkbox"/> Other <input type="checkbox"/>	
Does the grant require expending funds for an reimbursement award: Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Grant Funding Program Funding Cap (\$):</b> 600,000.00	
<b>Required Match Amount and Type:</b> no match required	
<b>Administering Agency Contact Name:</b> Julia Dreier, Acting Director of the Consumer Services Division, Consumer Support Group	
<b>Administering Agency Phone/Fax/E-Mail:</b> <a href="mailto:Grants@cms.hhs.gov">Grants@cms.hhs.gov</a>	
<b>Administering Agency Address:</b> not provided	
<b>Granting Funding Proposal Project Information</b>	
<b>Project Title:</b> Healthcare for the Homeless, Expanded Services	
<b>Anticipated Funding Amount (\$):</b> 600,000.00	
<b>Anticipated Match Amount/Match Source:</b> not applicable	
<b>Is the proposal submitted for a different agency?</b> no	
<b>If so, what agency?</b>	
<p><b>Proposal Abstract:</b> HCS will seek funding for the Navigators in Federally-facilitated Marketplaces (FFMs) and State Partnership Marketplaces (SPMs). As we did this year, Navigators will continue to assist consumers in various ways, including as they learn about available coverage options through the Marketplace during the 2015 open enrollment period for the individual market.</p> <p>HCS Navigators were dispersed throughout the county to provide enrollment assistance to 21,867 uninsured and/or underinsured residents who may not have sought coverage due to a lack of information, community resources, and individualized education. Navigators will again be assisting clients with re-enrollment for 2015, applying for exemptions and the appeals process. Navigators also provide outreach and education services to the community. This service helped strengthen our relationships with our partners in the community and helped educate the clients on services available beyond just the marketplace.</p> <p>By assisting residents in the enrollment process, the county is pro-actively working to reduce the number of uninsured residents using hospital ERs. It also increases the</p>	

number of covered adults and children through paid plans and Medicaid products for those who qualify, creating a healthier community and providing more access to care. Increased enrollment brings additional revenue to the County through the payment of premiums, claims, treatment for medical services, and more jobs due to an increased demand for health care related services.

This second year of funding ensures this important work will continue in 2014-2015, including during the open enrollment period for the individual Marketplace.

<b>Type of Submission and Submission Deadline</b>
Concept Paper Deadline (If applicable):
Grant Application Deadline: July 1, 2014
<b>Source of Notification of Grant Solicitation (please check)</b>
Administering Agency: x
eCivis: <input type="checkbox"/>
Other: <input type="checkbox"/> Please provide source:

Submit your "Intent to Apply" as early as possible.

**DeGregorio, Elisa N**

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**From:** Burbridge, Katherine A  
**Sent:** Wednesday, June 25, 2014 4:29 PM  
**To:** DeGregorio, Elisa N  
**Cc:** Chayet, Deborah J  
**Subject:** FW: Intent to Apply - 2014 Navigators Grant Application

**Importance:** High

Below is a corrected response.

**Katherine Burbridge**  
 Pinellas County Office of Management and Budget  
 (727) 453-3457  
[kburbridge@pinellascounty.org](mailto:kburbridge@pinellascounty.org)  
*All government correspondence is subject to the public records law.*

**From:** Burbridge, Katherine A  
**Sent:** Wednesday, June 25, 2014 4:18 PM  
**To:** DeGregorio, Elisa N  
**Cc:** Chayet, Deborah J  
**Subject:** RE: Intent to Apply - 2014 Navigators Grant Application

For your files:

OMB's has no objection to the department submitting a grant application to the US Department of Health and Human Services, Centers for Medicare and Medicaid Services to obtain funding for the County to continue to fund navigators in federally-facilitated and State partnership marketplaces.

- US Department of Health and Human Services, Centers for Medicare and Medicaid Services, Cooperative Agreement to Support navigators in Federally-facilitated and State Partnership Market places for \$600,000.  
 – A County match is not required. Total grant project cost is \$600,000.

The County Administrator signs off on this application. Please include this email when you send a copy of the completed submittal to the Agenda Coordinator to be listed on the "Delegated Items" log. If you have any questions, please do not hesitate to contact me.

Katherine

**Katherine Burbridge**  
 Pinellas County Office of Management and Budget  
 (727) 453-3457  
[kburbridge@pinellascounty.org](mailto:kburbridge@pinellascounty.org)  
*All government correspondence is subject to the public records law.*

**From:** DeGregorio, Elisa N  
**Sent:** Thursday, June 12, 2014 2:22 PM  
**To:** Burbridge, Katherine A  
**Subject:** Intent to Apply - 2014 Navigators Grant Application

Katherine,  
 As this is my first official Intent to Apply...please let me know if you have what you need to process.  
 Lynda has spoken with Bruce Moeller regarding this application and is preparing to submit it to the Board.



## FY2014 Program Summary

**Training:** On 7 Oct 2013, the first in a series of four (4) two (2) week training sessions took place for the purpose of preparing and satisfying federal/state requirements for all staff (17) conducting Navigator functions within Pinellas County. There was also five (5) Community Connection staff that completed the training and certified as Navigators, to include two (2) Program Managers. Curriculum topics included the following:

- CMS Navigator Online Training (20 hours)
- Linguistic and Diversity Training (16 hours)
- Florida Medicare and Medicaid
- Tampa Bay KidCare
- Workplace Ethics
- PCHP
- Outreach Strategies
- Media Training
- CareScope Assessment and Data Entry

**Navigators:** There are 13 Navigators which include one (1) Supervisor, one (1) Team Lead, and one (1) Outreach Coordinator, 9 on-site Navigators at 8 different locations, as well as one (1) Navigator partnered with the Mobile Medical Unit (MMU). Our diverse group of Navigators can speak a variety of languages; including Spanish, French and Creole.

### **Locations:**

- Tarpon Springs Health Department
- Clearwater Health Department
- Clearwater Health and Community Services
- Largo Health Department
- Mid County Health Department
- Pinellas Park Health Department
- St. Petersburg Health Department
- St. Petersburg Health and Community Services

**Collaborations/Partnerships:** Over the last eight months, our Outreach Team has either hosted or attended over 850 events reaching over 21,900 consumers and community leaders generating over 1,636 requests for individual appointments. Additionally, we have held forums with executives and community leaders working with the Health Care Collaborative as well as educated the Florida Department of Health Staff on Navigational Services and the role of the Navigator to assist with referral management. Many of our events are orchestrated in conjunction with partners in the Covering Tampa Bay Collaborative to ensure that we minimize overlap while targeting those areas specific to our organizations programmatic objectives which are aimed at increasing awareness in the region about the Affordable Care Act and Consumer Enrollment.

Event information is available to consumers at the County's website where consumers can download the calendar of events and request personal appointments.

We have cultivated partnerships with community organizations, such as Pinellas County School Board, Career Source Pinellas, Pinellas County Library System, and Enroll America to name a few. These partnerships have enabled us to reach the citizens in places they trust and have become familiar with.

## **FY2015 Program Projection**

**Training:** Training sessions will take place for the purpose of preparing and satisfying federal/state requirements for all staff (13) conducting Navigator functions within Pinellas County. One (1) Community Connection staff member will complete the training and be certified as a Navigator. Curriculum topics will include the following:

**Start:** September 8 2014

**End:** September 12, 2014

- CMS Navigator Online Training (20 hours)
- Florida Medicare and Medicaid
- Tampa Bay Kidcare
- PCHP
- CareScope Assessment and Data Entry

**Start:** September 15, 2014

**End:** September 17, 2014

- Linguistic and Diversity Training (16 hours)
- Workplace Ethics
- Outreach Strategies
- Media Training

**Navigators:** There will be 13 Navigators which include one (1) Supervisor, one (1) Team Lead, and one (1) Outreach Coordinator. There will be 9 on-site Navigators at 8 different locations as well as one (1) Navigator partnered with the Mobile Medical Unit (MMU). Our diverse group of Navigators can speak a variety of languages; including Spanish, French and Creole.

**Locations:**

- Tarpon Springs Health Department
- Clearwater Health Department
- Clearwater Health and Community Services
- Largo Health Department
- Mid County Health Department
- Pinellas Park Health Department
- St. Petersburg Health Department
- St. Petersburg Health and Community Services

**Collaborations/Partners:** Our Outreach Team will continue working with executives and community leaders with the Health Care Collaborative as well as with partners in the Covering Tampa Bay Collaborative to ensure that we minimize overlap while targeting those areas specific to our organizations programmatic objectives which are aimed at increasing awareness in the region about the Affordable Care Act and Consumer Enrollment.

Event information will continue to be available to consumers at the County's website where consumers can download the calendar of events and request personal appointments as well as on flyers distributed in the community at partner's locations.

We have cultivated partnerships with community organizations, such as Pinellas County School Board, Career Source Pinellas, Pinellas County Library System, and Enroll America to name a few. These partnerships will enable us to reach the citizens in places they trust and have become familiar with.

## **FY2014 Outreach Stories**

**Date/Time:** Saturday, January 11<sup>th</sup>, 9am – 2pm

**Location:** Saturday Morning Market, 100 1<sup>st</sup> St South East, St. Petersburg, FL

**Consumers in attendance:** 170

**Summary:**

This past Saturday we conducted an outreach event at The Downtown St. Petersburg Saturday Morning Market, the largest one-day-a-week fresh market in the Southeast US, with about 10,000+ customers each week. We set-up a table that featured a display board, informational flyers, brochures and a 6 ft. tall floor sign. The goal of this event was to inform the community about the Pinellas County Navigator program and sign consumers up for appointments. We were very successful and were well received by the community. During the event we had many consumers thank us for “spreading the word” and others were “thrilled to see Navigators in engaging with the community”. The Market director, Mark Johnson, was delighted to hear we had many consumers sign-up and he invited us back.

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**Date/Time:** Wednesday, March 26<sup>th</sup>, 9am – Noon

**Location:** St. Petersburg College Library, Gibbs Campus, 6605 5<sup>th</sup> Ave North, St. Petersburg, FL

**Consumers in attendance:** 20

**Summary:**

This was our first classroom-style enrollment session in which we had a computer lab with 20 computers with Navigators circulating between consumers. We were invited by the Mayor of St. Pete, Rick Kriseman, to host this enrollment session while he gave a speech expressing his support for the ACA and the Pinellas County Navigator program. We were able to assist over 20 consumers at this event.

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**Date/Time:** Friday, March 28<sup>th</sup>, 10am – 3pm

**Location:** Enoch Davis Center, 1111 18<sup>th</sup> Ave South, St. Petersburg, FL

**Consumers in attendance:** 75

**Summary:**

This Enrollment event was created in partnership with Congresswoman Castor. She was speaking one-on-one with residents and answering any questions or concerns they had. Her staff promoted this event with direct mail and social media.

We arrived early to set-up what our Navigators have come to call our, “portable mass enrollment headquarters”; 10 laptops on individual tables with privacy partitions. We set these up in a horseshoe shape along the walls of a small gymnasium and had a waiting area in the next room where consumers could have questions answered by Bryan Sullivan, a certified Navigator. As each consumer completed their enrollment, we rotated in more people in the order they arrived. This system worked very well and we were able to assist over 75 consumers.

## **FY2014 Success Stories**

### **Program Impact: Elderly Consumer**

#### **Week Ending: 1/30/2014**

A consumer came to my office for his first appointment and stated that he tried to go online and apply through HealthCare.gov himself. He stated that he did not feel technically savvy at age 62 and felt better going through the site with a navigator. He originally wanted to pay the penalty for the first year to give the system time to work out any kinks, but due to family events, he has learned the importance of having comprehensive health coverage. Tears welled in his eyes as he proceeded to tell me about his recent loss. His 37 year old niece past away of colon cancer last May; they diagnosed her after the birth of her baby daughter 5 months earlier. He believes that preventative medicine like a colonoscopy may have provided early detection of the disease. He went on to tell me that he recently lost a nephew and a roommate to inaccurate diagnoses of mental health illnesses. We were able to successfully go through the application process and were able to choose a Health and Dental plan that he felt was very affordable. He paused before he left to thank me for my time and for taking the time to listen to his concerns and reasons for applying.

### **Program Impact: Single Working Mother**

#### **Week Ending: 3/2/2014**

A consumer met with me this weekend regarding her healthcare eligibility. She is a single mother working a minimum wage job and was paying \$650.00 per month for coverage for her and her son. This is a hardship for her but she is worried about the "what if's" of not having health insurance for her family. She created an account and submitted an application, but was not given an Advance Premium Tax Credit or a Cost Sharing Reduction. Based on her income and the size of her family, I felt the eligibility determination was incorrect and advised her to remove the application and reapply. I assisted her in submitting a new application. She was ecstatic to find that she is now able to have health coverage for approximately \$160.00/month. The health plans offered dental coverage for her son, but she will have to look around for a dental program for herself separately, still her coverage will now cost much less. The consumer wanted to take a couple of days before enrolling to contact her doctors to make sure they were accepting the plan she wanted to enroll in. She is very excited for her coverage to begin April 1<sup>st</sup>.

### **Program Impact: Family with Pre Existing Conditions**

#### **Week Ending: 2/27/2014**

Last Thursday I had a consumer that came to my office with her disabled husband. She was referred to me by a previous consumer. She was talking for her husband because he cannot talk due to a stroke he had and several other illnesses. The consumer stated that her husband has been ill for years without insurance and every time she tried to apply for Medicaid, they give her several excuses and deny him coverage. Her husband's situation is starting to get to her because she and her teenage daughters have Medicaid due to his condition. He has disability and as a result the mother and the daughter have disability as well. After she explained her story, I educated her about the Affordable Care Act and applied for her. He received a tax credit of \$364.00 a month and cost sharing. Her husband will have insurance for \$21.00 a month. She was so happy that she began to cry, knowing that her husband will now have insurance after so many years of being denied coverage. She asked me how much she owed me for the great service, I replied to her that my assistance is free and she does not owe me anything. She said she hopes the president gives great compensation to the navigators and she will spread the word to her friend and her family.

**PROFILE OF AFFORDABLE CARE ACT COVERAGE EXPANSION ENROLLMENT  
FOR MEDICAID / CHIP AND THE HEALTH INSURANCE MARKETPLACE  
10-1-2013 to 3-31-2014**

**Florida**

**GENERAL INFORMATION:**

Marketplace Type: FFM  
Medicaid Expansion Status: Not Expanding Medicaid

**AFFORDABLE CARE ACT ENROLLMENT TOTALS:**

Marketplace Plan Selections:*	<b>983,775</b>
Change in Medicaid/CHIP Enrollment:**	<b>223,056</b>

**CHARACTERISTICS OF MARKETPLACE PLAN SELECTIONS:**

By Gender:	<u>Number</u>	<u>% of Total</u>
Female	538,130	55%
Male	<u>445,349</u>	<u>45%</u>
Subtotal With Known Data	<u>983,479</u>	<u>100%</u>
Unknown	296	N/A

By Financial Assistance Status:	<u>Number</u>	<u>% of Total</u>
With Financial Assistance	893,655	91%
Without Financial Assistance	<u>90,120</u>	<u>9%</u>
Subtotal With Known Data	<u>983,775</u>	<u>100%</u>
Unknown	N/A	N/A

By Age:	<u>Number</u>	<u>% of Total</u>
Age < 18	43,226	4%
Age 18-25	123,363	13%
Age 26-34	142,662	15%
Age 35-44	179,028	18%
Age 45-54	248,623	25%
Age 55-64	240,028	24%
Age ≥ 65	<u>5,844</u>	<u>1%</u>
Subtotal With Known Data	<u>983,774</u>	<u>100%</u>
Unknown	N/A	N/A
Ages 18 to 34	<u>266,025</u>	<u>27%</u>
Ages 0 to 34	309,251	31%

By Metal Level:	<u>Number</u>	<u>% of Total</u>
Bronze	128,632	13%
Silver	722,696	73%
Gold	54,694	6%
Platinum	67,212	7%
Catastrophic	<u>15,102</u>	<u>2%</u>
Subtotal With Known Data	<u>983,775</u>	<u>100%</u>
Standalone Dental	193,092	N/A
Unknown	N/A	N/A

Notes: \* Marketplace data represent the cumulative number of Individuals Determined Eligible to Enroll in a plan Through the Marketplace who have selected a plan from 10-1-13 to 3-31-14, including Special Enrollment Period-related activity through 4-19-14 (with or without the first premium payment having been received directly by the Marketplace or the issuer), excluding plan selections with unknown data for a given metric.

\*\* Medicaid/CHIP data are state reported and represent the difference between March 2014 enrollment and Pre-ACA Monthly Average Medicaid and CHIP Enrollment (July-Sept 2013). Not all changes in enrollment may be related to the Affordable Care Act. Because these data are state-reported, detailed questions about the Medicaid/CHIP data should be directed to the states.

Sources: ASPE Marketplace Summary Enrollment Report and CMS March Medicaid/CHIP Enrollment Report

**CMS Navigator Cooperative Agreement Grantee**  
**Quarter 2 Report**

- ❖ Represents an explanation for the numbers, this will not be submitted with the final report.

***Navigator Quarterly Progress Report Collection Fields***

**Estimated total number of consumers assisted through the eligibility and enrollment process-** Estimates should also include individuals who are represented by another member of their family during the Navigator session (for example, when an adult receives assistance from Navigator for all 5 members of their family, even though all 5 members are not present): Quarter 2: 1,748

- Total number of consumers assisted to set up a profile in the portal:
- ❖ This number is smaller than the above number due to some consumers already having a profile before they saw a Navigator.

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
1,198	1,112			2,310

- Total number of consumers helped file affordability assistance information, such as Tax Credits (APTC) and Cost Sharing Reduction (CSR):
- ❖ Many of the consumers who qualified for CSR also qualified for the APTC.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
APTC	263	944			1,207
CSR	153	782			935
Total	416	1,726			2,142

- Total number of consumers helped receive an eligibility determination. Include consumers who already had a portal profile as well as those who did not go further in the enrollment and eligibility process:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
424	1,039			1,463

- Total number of consumers who selected a QHP during session with Navigator:
- ❖ This number is low due to the nature of the Navigator responsibilities. Navigators explain the differences between plans and assist consumers in making the right decision for their specific situation. Navigators do not pressure consumers into making a quick decision, and usually

suggest consumers call their doctors, and discuss the decision with their family before enrolling in a plan. Due to these responsibilities, consumers are encouraged to make their final enrollment decision from home.

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
107	326			433

- 5 plans most frequently selected by consumers
- ❖ The plans below differ between Quarter 1 & 2, we believe, for two reasons.
  - There was an influx of consumers during the first quarter who were unable to get insurance before the ACA due to a preexisting condition. These consumers are more likely to choose a plan with a higher monthly premium and lower out of pocket costs (like a gold or platinum plan).
  - During the 2<sup>nd</sup> quarter, CSR recipients increased by over 500%, therefore, the silver plans became very popular (all CSR plans are silver plans).

Quarter 1	Quarter 2
<ul style="list-style-type: none"> <li>- (50) Humana Connect Silver 4600/6300</li> <li>- (15) Silver Blue Cross and Blue Shield Everyday Health Plan 1443</li> <li>- (11) Humana Connect Gold 2500/3500</li> <li>- (5) Bronze Humana Everyday Select</li> <li>- (5) Platinum Blue Cross Blue Shield</li> </ul>	<ul style="list-style-type: none"> <li>- (24) Humana Connect Silver 4600/6300 Plan</li> <li>- (11) BC/BS Blue Select Everyday Health 1443</li> <li>- (5) BC/BS Blue Select Essential 1439</li> <li>- (2) Humana Connect Bronze 6300/6300 Plan</li> <li>- (2) CoventryOne Silver \$10 Copay HMO.</li> </ul>

- Total number of consumers who selected Medicaid/CHIP as their coverage option:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
13	42			55

- Total number of consumers helped who elected neither a QHP nor Medicaid/CHIP:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
1,078	1,380			2,458

- Number of consumers requiring multiple sessions (more than one) of in person help:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
172	346			518

- Number of consumers requiring multiple sessions (more than one) through other media, such as over the phone or via internet:
- ❖ Quarter 2 numbers decreased due to the website functioning correctly and therefore consumers required less follow-up assistance.

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
192	168			360

- Estimated total number of consumers seeking post-enrollment assistance: Quarter 2: 74
- Estimated total number of consumers referred for out of scope assistance:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
156	357			526

#### **Training, certification and other standards**

- Number of staff who have gone through training and certification/recertification. 27
  - Of those staff who went through training, how many obtained certification or recertification? 27
  - How many attempts at certification were required by trained staff before successfully passing the required assessment? 1
- Provide information on how the awardee is ensuring adherence to conflict of interest standards, including the number of personnel who disclose conflicts of interests well as the resolution of any such conflicts. *See Attached*
- Provide information and at least one example on how the awardee is ensuring adherence to CLAS standards.

*In their initial training, each Navigator was given cultural and linguistic training which focused on best practices for sensitivity, diversity and language barrier awareness. Examples of Pinellas County Health and Community Service's adherence to CLAS standards include the creation of brochures and other printed material in high concentration languages and the hiring of bilingual Navigators from diverse cultural backgrounds.*

*We have strategically placed two of our Navigators whose first language is Spanish in an area in the County with a high concentration of people whose primary language is Spanish to better serve this population's needs.*

- Describe your plans for addressing consumers' translation needs, including but not limited to translating materials about health insurance coverage
  - *Pinellas County Navigators are fluent in all of the predominant languages in our community, including: Creole, French and Spanish. These skilled Navigators are available to assist consumers in the enrollment process and*



*provide outreach to diverse populations. Should there be a requirement for any other language services, translators are made available through Healthcare.gov.*

- *Flyers, applications, and outreach materials are available in the most prevalent languages found in our community and are available in print and online.*

- Number of consumer assisted whose primary language spoken is a language other than English

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
221	306			537

- Indicate the top 5 most prevalent primary languages used by consumers served by the Navigator awardee. The top five most prevalent primary languages are:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
- Spanish - Vietnamese - Haitian Creole - Albanian - German	- Spanish - Vietnamese - Haitian Creole - Russian - French		

- Describe your plans for addressing consumers' needs related to culturally appropriate services, including services appropriate based on race, ethnicity, age, gender identity, physical ability or limitation, sex, sexual orientation, socioeconomic status, and other factors
  - *Pinellas County provides robust and comprehensive diversity training to our Navigators. This training makes them aware and sensitive to the myriad of factors that affect a consumer's needs and the way in which they may conceptualize health and healthcare. In all cases, the Pinellas County Navigators have been taught to listen to every consumer's individual needs regarding healthcare before assisting them in understanding their plan options.*
  - *There are five areas in Pinellas County which are classified as at-risk zones due to high unemployment rates, insufficient access to healthcare, high crime, insufficient access to public transportation, low high school graduation rates, and poor access to healthy food choices. These factors compelled us to provide targeted outreach and educational events in and around the at-risk communities. We have stationed Navigators in Health Departments and Neighborhood Family Centers in these areas, which allows us to reach a population that would have limited or no access otherwise.*

- Provide information on how the awardee is ensuring that consumer with disabilities have

reasonable modifications and accommodations to access Exchange assistance services in accordance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

- *Every navigator location in Pinellas County provides handicapped parking, is wheelchair accessible, and has areas for curb-side drop-offs.*

### **Illustrative Examples**

- **Provide at least one, but not more than three, examples of how your Navigator Program helped a consumer determine affordability and/or coverage options under the Marketplace added by the ACA. (Note: that under no circumstances should any personally identifiable information (PII) be reported to CMS.)**

1. I met with a consumer who wanted to enroll in an insurance plan through the Marketplace. She took an early buy-out from her company and officially retired the day before we met. This year, she will earn an income equal to what she would have received working, as she has worked several months, will be receiving several months of severance pay, and will begin receiving Social Security benefits and retirement funds. However, in 2015, her income will be cut due to only receiving her Social Security and small pension.

Her premium for health insurance through her former employer was going to cost her over \$600 per month, an amount too high for her to afford. She wisely decided to meet with all of her doctors for medical checkups before her retirement to gauge her health status in order to make an informed decision while shopping for coverage. She is a cancer survivor and one exam indicated that her cancer may have returned.

She was able to find a really good policy through the Marketplace with a premium under half of what she would have paid through her former employer's plan. She left greatly relieved and very happy that she would be able to take care of her health issues, not have to worry about her pre-existing health conditions, and not go broke paying for health care.

2. I assisted a woman who had been covered through her husband's health insurance for years. Her cost, which was not covered by the employer, kept rising and was now an unmanageable \$585 per month. The consumer stated that she is a healthy, non-smoker, who has never made a claim. She decided to apply for coverage through the Marketplace in early November, but had been unable to do so because of technical difficulties with the Marketplace website.

We submitted her application, but she was found ineligible for a subsidy. I believed this was incorrect due to the income level being within the limit for Advanced Premium Tax Credits, and the most inexpensive plan for her and her husband was nearly 20% of their monthly income. I called the Marketplace Call Center, and they were very helpful. They removed two of the consumer's previous applications. I then deleted all history and cookies and was able to start the application again. The CSR was helpful in assisting me in correctly reporting the consumer's current insurance enrollment status.

This time, her eligibility results included Advanced Premium Tax Credits and also Cost Sharing Reductions. We looked at Silver plans that would cost her between \$200- \$280. She was pleased to be saving at least \$300 per month or \$3,600 per year.

3. A consumer was referred to me from an employee at the Health Department who suggested he seek out help through the marketplace to learn about his health coverage options due to his health conditions. The consumer stated that for the past 9 years, he has not had any coverage. He once had affordable insurance through a leasing company before it was cancelled due to the downfall of the economy and the company went bankrupt. He then had to get coverage from a private insurance company and was paying a very high premium due to his pre-existing health conditions. He eventually could no longer afford the plan and

had to drop it. He also stated that he was not sure how the ACA worked or if he would be qualified for any assistance.

After completing his application, we found that he was qualified for a tax credit of \$485.00 and also a cost sharing code 06. He is now covered through the marketplace with cost sharing up to 94% of his health insurance. The consumer now pays only \$32.44 a month for health insurance and Dental plan. He was very pleased and ready to start taking care of his health again.

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- **Provide at least one, but not more than three examples of how a consumer's situation was positively impacted by the assistance provided by or involvement of the Navigator.**

1. Last Saturday, the 15<sup>th</sup> of March, there was an outreach with my fellow Navigators at the Country in the Park event in St Petersburg. Around 11:15 am, I had a consumer who said he had been trying to enroll in the Marketplace for over three months but gave-up due to all of the bad publicity on TV about the Affordable Care Act. He felt like there was no way he could possibly enroll by the end of March and would rather pay a penalty.

Two weeks ago, one of his friends came to see me and was able to easily enroll in great coverage at a very affordable rate on the marketplace. This friend advised him to come see me. He explained to me that he has not had insurance for the past three years and has therefore been paying for everything out of pocket.

I took some time to clear up some of the misconceptions he had due to the negative news coverage and explained the many advantages of the Affordable Care Act. He agreed to let me assist him with the application to see how the ACA might be able to help him. He was qualified for a tax credit of \$458.00/month and a cost sharing code 06. The consumer was so surprised to know that he can now pay under \$100/month for his health insurance and dental coverage. He was so happy and relieved to finally have proper health coverage.

2. A consumer came to see me who had already finished her application and received eligibility results. She contacted our program because she was very upset with a phone call she received from an insurance professional. According to the consumer, she did not contact any insurance company prior to receiving the call. She said that the insurance professional talked her into a plan that she didn't really want, couldn't really afford and that had a \$6,250 deductible. She also said that he was pushy and rude. He apparently had access to her Marketplace account and gave her a different Advanced Premium Tax Credit (APTC) amount than she was previously quoted. He said that he would send her an info card in the mail regarding the plan that he enrolled her in and that she could cancel it. She had not yet paid anything.

The consumer wanted help in choosing the right health plan for her needs, and reassurance that she was not locked into the plan that the insurance professional assigned her. I assured her that she was not and that we would look further into getting her a plan that would best suit her needs.

The consumer already had an account online, but originally finished her application with a Marketplace Customer Service Representative over the phone. I called the Marketplace to establish how many and what application ID #s the Marketplace had for the individual; and to find out if she was enrolled in a health plan according to their records. There were two application ID numbers attached to her name. One of them did have her enrolled in the plan that the insurance professional suggested. The CSR could not clear the consumer's account of this application ID, because the consumer had already enrolled. The representative guaranteed that when the consumer continued with the application that we were working on, finished enrolling, and paid her first month's premium; the other application would be deleted from her account.

We completed her enrollment in the Marketplace and enrolled her in the plan of her choice. I suggested that she call the insurance company that contacted her to cancel her enrollment with them as soon as she left the office, so that there would be no expectation of payment from the consumer for that plan. She left feeling much relieved and with health coverage that would begin April 1<sup>st</sup>.

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#### **Privacy and Security**

Provide a detailed description on how your Navigator program is adhering to the privacy and security requirements outlined in regulation at 45 C.F.R. §155.260, and any security breaches that may have occurred during the course of the quarter.

*During the initial meeting between a consumer and a Pinellas County Navigator, the consumer is provided with a consent form covering our privacy policy and etiquette for handling PII. Upon completion of navigational services, this consent form is scanned, filed securely and the original is returned to the consumers for safe keeping, they are not maintained by the Navigator.*

*In brief, Navigators do not handle or keep any information that is classified as PII. When working with a consumer, the Navigator allows the consumer to enter all PII into the computer using the keyboard and mouse for additional confidentiality, any e-mail correspondence containing PII is safeguarded with encryption to mitigate the risk of information loss.*

*During our large enrollment events, we went through great lengths to ensure individual security standards, including privacy screens and partition spaces.*

*Although we have had no instances of security breaches, we routinely have discussions about our standing plan of action which includes reporting any violation through the appropriate Human Resource channels for disposition in accordance with Sections 1411g of the Affordable Care Act.*