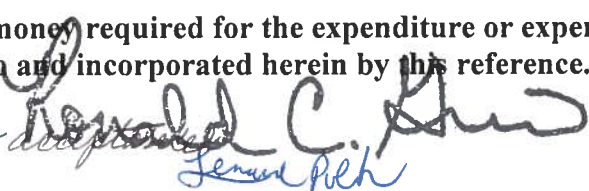


Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- () Funds have been encumbered out of funds previously appropriated for such purpose.
- () Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- () Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- () No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- () The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- () A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.

(X) Other - Grant *application & award* 
Date: 10-10, 2014 City Controller of the City of Houston, Texas

M.S.
R4
FUND REF: 5000-3800- AMOUNT: - 0 - ENCUMB. NO.: GN38198-15

City of Houston, Texas Ordinance No. 2014-940

AN ORDINANCE APPROVING AND AUTHORIZING A GRANT APPLICATION TO THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES, CENTERS FOR MEDICARE AND MEDICAID SERVICES ("CMS") FOR THE SUPPORT OF NAVIGATORS IN FEDERALLY-FACILITATED MARKETPLACES IN CONNECTION WITH THE HOUSTON EXPANSION OF ACA PARTICIPATION PROJECT (THE "GRANT"); DECLARING THE CITY'S ELIGIBILITY FOR SUCH GRANT; AUTHORIZING THE DIRECTOR OF THE HOUSTON HEALTH AND HUMAN SERVICES DEPARTMENT TO ACT AS THE CITY'S REPRESENTATIVE IN THE APPLICATION PROCESS; AUTHORIZING THE DIRECTOR OF HOUSTON HEALTH AND HUMAN SERVICES DEPARTMENT TO ACCEPT THE GRANT AND

EXPEND THE GRANT FUNDS, AS AWARDED, AND TO APPLY FOR AND ACCEPT ALL SUBSEQUENT AWARDS, IF ANY, PERTAINING TO THE GRANT; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. That the City of Houston is certified as eligible to receive this grant assistance from the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, for the support of navigators in federally-facilitated marketplaces in connection with the Houston Expansion of Affordable Care Act (ACA) Participation Project.

Section 2. That the Director of the Health and Human Services Department is authorized and directed to represent and act for the City in dealing with the U.S. Department of Health and Human Services, Centers Medicare and Medicaid Services for the purpose of this grant assistance program and is authorized to execute such documents and all related documents on behalf of the City of Houston.

Section 3. That the Director of the Health and Human Services Department is designated as the official authorized to accept and expend the funds, as awarded, for the purpose of this grant assistance program and to apply for and accept all subsequent awards, if any, pertaining to the support of navigators in federally-facilitated marketplaces in connection with the Houston Expansion of ACA Participation Project for the Project Period from September 16, 2014 through September 15, 2015. The Mayor is hereby authorized to execute all related contracts, agreements and documents in connection with above-mentioned program grant assistance with the approval of the City Attorney. The Mayor and the Director of Health and Human Services Department are authorized to execute all documents accepting current and future grant funds. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 4. That the officials designated are specifically authorized to make applications, in substantially the form attached to this ordinance and incorporated by this reference, to the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services for the support of navigators in federally-facilitated marketplaces in connection with the Houston Expansion of ACA Participation Project.

Section 5. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage

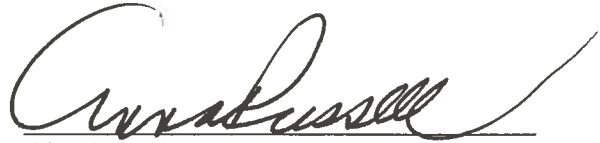
and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 15th day of October, 2014.

APPROVED this _____ day of _____, 2014

Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is OCT 21 2014.


City Secretary

(Prepared by Legal Dept. Lan P. Nguyen)
(LPN:ln 10-7-14) Sr. Assistant City Attorney
(Requested by Stephen L. Williams, Director, Health & Human Services)
(L.D. File No. 038-14-00129-001)

G:\CONTRACT\LPN\Ordinances\CMS_Navigators_GrantApplication.doc

AYE	NO	
✓		MAYOR PARKER
....	COUNCIL MEMBERS
✓		STARDIG
✓		DAVIS
✓		COHEN
✓		BOYKINS
✓		MARTIN
✓		NGUYEN
✓		PENNINGTON
✓		GONZALEZ
✓		GALLEGOS
✓		LASTER
✓		GREEN
✓		COSTELLO
✓		ROBINSON
✓		KUBOSH
✓		BRADFORD
	✓	CHRISTIE
CAPTION	ADOPTED	

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

NOTICE OF AWARD

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

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

4. GRANT NO. 1 NAVCA140138-01-00 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
Houston Department of Health and Human Services
8000 N Stadium Dr
Community Health Services
Houston, TX 77054-1823

9b. GRANTEE PROJECT DIRECTOR
Mrs. Donna Atkinson-Travis
8000 North Stadium Drive
Community Health Services
Houston, TX 77054-1823
Phone: 832-393-4067

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. Stephen Williams MED, MPA
8000 N Stadium Dr
Houston, TX 77054-1823
Phone: 832-393-5056

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	<input type="checkbox"/>
II Total project costs including grant funds and all other financial participation	<input checked="" type="checkbox"/>
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	1,830,064.00
i. Contractual	0.00
j. TOTAL DIRECT COSTS	1,830,064.00
k. INDIRECT COSTS	0.00
l. TOTAL APPROVED BUDGET	1,830,064.00
m. Federal Share	1,830,064.00
n. Non-Federal Share	0.00

12. AWARD COMPUTATION			
a. Amount of Federal Financial Assistance (from item 11m)		1,830,064.00	
b. Less Unobligated Balance From Prior Budget Periods		0.00	
c. Less Cumulative Prior Award(s) This Budget Period		0.00	
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION		1,830,064.00	
13. Total Federal Funds Awarded to Date for Project Period		1,830,064.00	
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)			
			<input checked="" type="checkbox"/>
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING 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	1746001164A1	18b. EIN	746001164	19. DUNS	194586517	20. CONG. DIST.	09
FY-ACCOUNT NO.		DOCUMENT NO.		ADMINISTRATIVE CODE		AMT ACTION FIN ASST		APPROPRIATION	
21. a.	4-5990195	b.	NAVCA0138A	c.	NAV	d.	\$1,830,064.00	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 NAVCA140138-01-00	

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). 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

Houston Department of Health and Human
Services

1 NAVCA140138-01-00

1. Standard Terms and Conditions - 2014 Support Navigators

Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Marketplaces¹

Centers for Medicare and Medicaid Services Standard² Grant/Cooperative Agreement³ 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>

¹ 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.

² 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.

³ 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/
- **State and Local Governments:** 2 CFR Part 225 (Formerly OMB Circular A-87)
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/
- **Hospitals:** 45 CFR Part 74, Appendix E <http://www.gpo/fdsys/pkg/CFR-2007-title45-voll/pdf/CFR-2007-title45-voll-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).

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. 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.
- 13. Employee Whistleblower Protections.** All Recipients must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712 in the predominant native language of the workforce. For the full text of the award term, re *Pilot Program for Enhancement of Contractor Employee Whistleblower Protections*, refer to **Attachment C**.

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

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

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-EXCHANGE⁴ 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**

⁴ 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 Procedures⁵ 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,

⁵ Available at 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) **CCIIO** 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 155.20.⁶
- (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.

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

- (20) **Incident, or Security Incident**, means the act of violating an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent.
- (21) **Information** means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.
- (22) **Issuer** has the meaning set forth in 45 CFR 144.103.
- (23) **Minimum Acceptable Risk Standards—Exchanges (MARS-E)** means a CMS-published suite of documents, version 1.0 (August 1, 2012), that defines the security standards required pursuant to 45 CFR 155.260 and 45 CFR 155.270, for any Exchange, individual, or entity gaining access to information submitted to an Exchange or through an Exchange using a direct, system-to-system connection to the Hub, available on the CCIIO web site.
- (24) **Navigator** has the meaning set forth in 45 CFR 155.20.
- (25) **Non-Exchange Entity** has the meaning at 45 CFR 155.260(b), and includes but is not limited to Navigators.
- (26) **OMB** means the Office of Management and Budget.
- (27) **Personally Identifiable Information (PII)** has the meaning contained in OMB Memoranda M-07-16 (May 22, 2007) and means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, *etc.*, alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, *etc.*
- (28) **Qualified Employee** has the meaning set forth in 45 CFR 155.20.
- (29) **Qualified Employer** has the meaning set forth in 45 CFR 155.20.
- (30) **Qualified Health Plan (QHP)** has the meaning set forth in 45 CFR 155.20.
- (31) **Qualified Individual** has the meaning set forth in 45 CFR 155.20.

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

GRANT APPLICATION PACKAGE

Grant Application Package

Opportunity Title:	Cooperative Agreement to Support Navigators in Federal
Offering Agency:	CMS-Consumer Information & Insurance Oversight
CFDA Number:	93.332
CFDA Description:	Cooperative Agreement to Support Navigators in Federal
Opportunity Number:	CA-NAV-14-002
Competition ID:	CA-NAV-14-002-049613
Opportunity Open Date:	
Opportunity Close Date:	07/10/2014
Agency Contact:	grants@cms.hhs.gov

I will be submitting applications on my behalf, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Application Filing Name: Houston Department of Health and Human Services

Select Forms to Complete

Mandatory

Application for Federal Assistance (SF-424)

Disclosure of Lobbying Activities (SF-LLL)

Project Abstract Summary

Project Narrative Attachment Form

Budget Narrative Attachment Form

Budget Information for Non-Construction Programs (SF-424A)

Assurances for Non-Construction Programs (SF-424B)

Optional

Project/Performance Site Location(s)

Other Attachments Form

Instructions

[Show Instructions >>](#)

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

*** 2. Type of Application:**

- New
- Continuation
- Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

Completed by Grants.gov upon submission

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

Houston Department of Health and Human Services

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

746001164

*** c. Organizational DUNS:**

1945865170000

d. Address:

*** Street1:**

8000 North Stadium Drive

Street2:

*** City:**

Houston

County/Parish:

Harris

*** State:**

TX: Texas

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

77054-1823

e. Organizational Unit:

Department Name:

Health and Human Services

Division Name:

Community Health Services

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mrs.

*** First Name:**

Donna

Middle Name:

*** Last Name:**

Atkinson-Travis

Suffix:

Title:

Division Manager

Organizational Affiliation:

*** Telephone Number:**

832-393-4067

Fax Number:

*** Email:**

Donna.Travis@houstontx.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

CMS-Consumer Information & Insurance Oversight

11. Catalog of Federal Domestic Assistance Number:

93.332

CFDA Title:

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

*** 12. Funding Opportunity Number:**

CA-NAV-14-002

* Title:

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

13. Competition Identification Number:

CA-NAV-14-002-049613

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Harris County demographic maps - 2010.pdf

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Houston Expansion of ACA Participation

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="1,913,512.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="1,913,512.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
0348-0046

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input checked="" type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: Houston Department of Health and Human Services * Street 1: 8000 North Stadium Dr. Street 2: _____ * City: Houston State: TX: Texas Zip: 77054-1823 Congressional District, if known: TX-009		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:		
6. * Federal Department/Agency: Health and Human Services - CMS	7. * Federal Program Name/Description: Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Marketplaces CFDA Number, if applicable: 93.332	
8. Federal Action Number, if known: CA-NAV-14-002	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant: Prefix _____ * First Name n/a Middle Name _____ * Last Name HDHHS does not lobby nor employ anyone to lobby Suffix _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____		
b. Individual Performing Services (including address if different from No. 10a) Prefix _____ * First Name n/a Middle Name _____ * Last Name HDHHS does not lobby nor employ anyone to lobby Suffix _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: Completed on submission to Grants.gov * Name: Prefix Mr. * First Name Stephen Middle Name _____ * Last Name Williams Suffix Med, MPA Title: Director Telephone No.: 832-393-5056 Date: Completed on submission to Grants.gov		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Project Abstract Summary

Program Announcement (CFDA)

93.332

Program Announcement (Funding Opportunity Number)

CA-NAV-14-002

Closing Date

07/10/2014

Applicant Name

Houston Department of Health and Human Services

Length of Proposed Project

1

Application Control No.**Federal Share Requested (for each year)****Federal Share 1st Year**

\$ 1,913,512

Federal Share 2nd Year

\$ 0

Federal Share 3rd Year

\$ 0

Federal Share 4th Year

\$ 0

Federal Share 5th Year

\$ 0

Non-Federal Share Requested (for each year)**Non-Federal Share 1st Year**

\$ 0

Non-Federal Share 2nd Year

\$ 0

Non-Federal Share 3rd Year

\$ 0

Non-Federal Share 4th Year

\$ 0

Non-Federal Share 5th Year

\$ 0

Project Title

Houston Expansion of ACA Participation

Project Abstract Summary

Project Summary

Houston Expansion of ACA Participation Project
Houston Department of Health and Human Services
Project Abstract

The Houston Expansion of ACA Participation Project will provide a structure for outreach, education and assistance with understanding options for health insurance for uninsured eligible individuals and families in Houston/Harris County, Texas, especially those that will be challenged in accessing or understanding the Health Insurance Marketplace.

The Houston Department of Health and Human Services (HDHHS), will serve as the lead agency as well as the consortium lead for this project. HDHHS is the public health authority for Houston, Texas, with a population of 2.2 million. Houston is currently the most diverse city in the country and 74 percent of the Houston/Harris County population is minorities. As the fourth largest city in the country, an estimated 1.1 million uninsured reside within Houston/Harris County; 31 percent of the city's residents and 27 percent of those living in the county lack health care coverage, compared to 15 percent in the U.S. Among the Hispanic population in Houston/Harris County, 53 percent are uninsured.

In the past year, during the 2013-2014 enrollment period, HDHHS led 14 organizations in the greater Houston area to coordinate resources and utilized an Incident Command Structure to exceed the Centers for Medicare and Medicaid target numbers. A similar strategy will be utilized for the proposed project. The proposed Collaborative members are: Association for Advancement of Mexican Americans, Houston Area Urban League, Change Happens!, Gateway to Care, Harris County Healthcare Alliance, Harris Health System, , Texas Organizing Project, Texans Together, Vecino Health Centers, Memorial Hermann Health System, and One Voice Texas. Two of these members, with strong ties to Houston minority groups with high documented rates of uninsured are co-applicants: Houston Area Urban League (African Americans) and the Association for the Advancement of Mexican Americans (Hispanic). Additional groups with strong community ties in target ZIP codes will be selected through competitive bids to work with the project.

The project goals are: 1) Target 15 high-risk ZIP codes with the highest percentages of uninsured in Houston/Harris County 2) Reach 400,000 persons through outreach activities 3) Assist 100,000 persons through face-to-face encounters. Total funding of \$1.9 million is requested to reach above numbers. HDHHS facilities (11 multi-service areas, 4 health centers and 14 WIC offices) are located in or near the target areas and will serve as primary hubs for outreach and educational activities. Funds will be used to hire and train 24 Navigators to provide services as per Federal guidelines and to use outreach strategies that have been successful in similar settings. Particular attention to provide culturally and linguistically appropriate services to Houston/Harris County's diverse groups will be in place. The Collaborative will have provision to serve disabled individuals. Information and data will be shared and tracked systematically via a Wiki and a Dashboard among the collaborative members and regularly maintained by HDHHS. Privacy and confidentiality of client information will be a priority. An existing call center will be used to maximize reach into the population. HDHHS will build on its momentum and its demonstrable past success to expand its reach to the uninsured in Houston/Harris County.

Estimated number of people to be served as a result of the award of this grant.

400000

Project Narrative File(s)

* Mandatory Project Narrative File Filename:

To add more Project Narrative File attachments, please use the attachment buttons below.

Budget Narrative File(s)

* Mandatory Budget Narrative Filename:

[Add Mandatory Budget Narrative](#)

[Delete Mandatory Budget Narrative](#)

[View Mandatory Budget Narrative](#)

To add more Budget Narrative attachments, please use the attachment buttons below.

[Add Optional Budget Narrative](#)

[Delete Optional Budget Narrative](#)

[View Optional Budget Narrative](#)

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1. Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Marketplaces	93.332	\$	\$ 0.00	\$ 1,913,512.00	\$	1,913,512.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 1,913,512.00	\$	1,913,512.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Marketplaces				
a. Personnel	\$ 126,412.00	\$	\$	\$	126,412.00
b. Fringe Benefits	68,262.00				68,262.00
c. Travel	5,040.00				5,040.00
d. Equipment	0.00				
e. Supplies	55,297.00				55,297.00
f. Contractual	643,000.00				643,000.00
g. Construction	0.00				
h. Other	974,632.00				974,632.00
i. Total Direct Charges (sum of 6a-6h)	1,872,643.00				1,872,643.00
j. Indirect Charges	40,869.00				40,869.00
k. TOTALS (sum of 6i and 6j)	\$ 1,913,512.00	\$	\$	\$	1,913,512.00
7. Program Income	\$ 0.00	\$	\$	\$	

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SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	\$	\$	\$	\$
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	\$	\$	\$	\$

SECTION D - FORECASTED CASH NEEDS

Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$	\$	\$	\$
14. Non-Federal	\$			
15. TOTAL (sum of lines 13 and 14)	\$	\$	\$	\$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: 22. Indirect Charges:

23. Remarks:

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <input type="text" value="Completed on submission to Grants.gov"/>	TITLE <input type="text" value="Director"/>
APPLICANT ORGANIZATION <input type="text" value="Houston Department of Health and Human Services"/>	DATE SUBMITTED <input type="text" value="Completed on submission to Grants.gov"/>

Other Attachment File(s)

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Project/Performance Site Location(s)

Project/Performance Site Primary Location I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name:

DUNS Number:

* Street1:

Street2:

* City: County:

* State:

Province:

* Country:

* ZIP / Postal Code: * Project/ Performance Site Congressional District:

Project/Performance Site Location 1 I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name:

DUNS Number:

* Street1:

Street2:

* City: County:

* State:

Province:

* Country:

* ZIP / Postal Code: * Project/ Performance Site Congressional District:

Project/Performance Site Location 2 I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name:

DUNS Number:

* Street1:

Street2:

* City: County:

* State:

Province:

* Country:

* ZIP / Postal Code: * Project/ Performance Site Congressional District:

Project/Performance Site Location(s)

Project/Performance Site Location 3

I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name: Houston Department of Health and Human Services
DUNS Number: 1945865170000
* Street1: Acres Homes MultiService Center
Street2: 6719 West Montgomery
* City: Houston County: Harris
* State: TX: Texas
Province:
* Country: USA: UNITED STATES
* ZIP / Postal Code: 77091-0000 * Project/ Performance Site Congressional District: TX-018

Project/Performance Site Location 4

I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name: Houston Department of Health and Human Services
DUNS Number: 1945865170000
* Street1: Northeast MultiService Center
Street2: 9720 Spaulding
* City: Houston County: Harris
* State: TX: Texas
Province:
* Country: USA: UNITED STATES
* ZIP / Postal Code: 77016-0000 * Project/ Performance Site Congressional District: TX-018

Project/Performance Site Location 5

I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name: Houston Department of Health and Human Services
DUNS Number: 1945865170000
* Street1: Denver Harbor MultiService Center
Street2: 6402 Market St.
* City: Houston County: Harris
* State: TX: Texas
Province:
* Country: USA: UNITED STATES
* ZIP / Postal Code: 77020-0000 * Project/ Performance Site Congressional District: TX-029

Project/Performance Site Location(s)

Project/Performance Site Location 6

I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name:

DUNS Number:

* Street1:

Street2:

* City: County:

* State:

Province:

* Country:

* ZIP / Postal Code: * Project/ Performance Site Congressional District:

Project/Performance Site Location 7

I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name:

DUNS Number:

* Street1:

Street2:

* City: County:

* State:

Province:

* Country:

* ZIP / Postal Code: * Project/ Performance Site Congressional District:

Project/Performance Site Location 8

I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name:

DUNS Number:

* Street1:

Street2:

* City: County:

* State:

Province:

* Country:

* ZIP / Postal Code: * Project/ Performance Site Congressional District:

Project/Performance Site Location(s)

Project/Performance Site Location 9

I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name:

DUNS Number:

* Street1:

Street2:

* City: County:

* State:

Province:

* Country:

* ZIP / Postal Code: * Project/ Performance Site Congressional District:

Project/Performance Site Location 10

I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name:

DUNS Number:

* Street1:

Street2:

* City: County:

* State:

Province:

* Country:

* ZIP / Postal Code: * Project/ Performance Site Congressional District:

Project/Performance Site Location 11

I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name:

DUNS Number:

* Street1:

Street2:

* City: County:

* State:

Province:

* Country:

* ZIP / Postal Code: * Project/ Performance Site Congressional District:

Project/Performance Site Location(s)

Project/Performance Site Location 12

I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name:

DUNS Number:

* Street1:

Street2:

* City: County:

* State:

Province:

* Country:

* ZIP / Postal Code: * Project/ Performance Site Congressional District:

Project/Performance Site Location 13

I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name:

DUNS Number:

* Street1:

Street2:

* City: County:

* State:

Province:

* Country:

* ZIP / Postal Code: * Project/ Performance Site Congressional District:

Project/Performance Site Location 14

I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name:

DUNS Number:

* Street1:

Street2:

* City: County:

* State:

Province:

* Country:

* ZIP / Postal Code: * Project/ Performance Site Congressional District:

Project/Performance Site Location(s)

Project/Performance Site Location 15

I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name: Houston Department of Health and Human Services

DUNS Number: 1945865170000

* Street1: Sharpstown Health Center

Street2: 6201 Bonhomme (South Tower, 3rd Floor)

* City: Houston County: Harris

* State: TX: Texas

Province:

* Country: USA: UNITED STATES

* ZIP / Postal Code: 77036-0000

* Project/ Performance Site Congressional District: TX-009

Additional Location(s)

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ATTEST/SEAL:


CITY OF HOUSTON, TEXAS

Signed by:

City Secretary

Mayor

APPROVED:



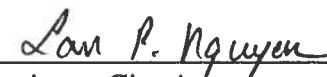
Stephen L. Williams, M.Ed., M.P.A.
Director, Houston Department of Health
and Human Services

COUNTERSIGNED BY:

City Controller

DATE COUNTERSIGNED:

APPROVED AS TO FORM:



Sr. Assistant City Attorney
L.D. File 0382400129001