



# Silver State Health Insurance Exchange

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## BROKER AWARD PROGRAM INSTRUCTIONS AND REQUIREMENTS ATTACHMENT A

### CONTENTS

CONTENTS .....	1
PURPOSE .....	2
ADMINISTRATIVE.....	2
DEFINITIONS .....	2
AWARDER AUTHORITY .....	2
CONFIDENTIALITY .....	2
CONTROLLING DOCUMENTS .....	2
DATA RETENTION.....	3
AWARDEE RIGHTS AND RESPONSIBILITIES .....	3
SUSPENSION AND DEBARMENT.....	4
DISCHARGING OR WITHDRAWING FROM PROGRAM.....	4
ROLES AND RESPONSIBILITIES OF AGENTS/BROKERS/PRODUCERS.....	4
DISBURSEMENT OF FUNDS .....	5
REQUEST FOR FUNDS .....	5
ADVANCES .....	5
FISCAL REPORTING.....	5
PROGRAM REPORTING .....	5
SUB AWARDEES AND OR CONTRACTS.....	6
INDEMNIFICATION.....	6
INSURANCE REQUIREMENTS .....	6
SITE VISITS AND MONITORING .....	9
CERTIFICATION.....	9

## **PURPOSE**

The Silver State Health Insurance Exchange (Exchange), the Awardee, has adopted these Award Instructions and Requirements to provide Awardees the essential information relative to financial and administrative requirements for programs funded through the Awardee. These instructions and restrictions apply to all Awardees.

## **ADMINISTRATIVE**

### *DEFINITIONS*

- Awardee – the agency awarding the award funds to an Awardee. The Awardee is the Exchange.
- Awardee – the entity that is receiving the award funds from an Awardee. The Awardee includes the awarded entity and applies to all individuals who perform work on behalf of the Awardee for the Awardee.
- Sub-recipient – an entity that receives a portion of these funds through the Awardee.

### *AWARDEE AUTHORITY*

The Awardee cannot be limited in its rights by the Awardee, as Awardee rules and regulations shall supersede Awardee rules and regulations. The State's ability to evaluate the award includes full access to any fiscal or any other documents and/or record pertinent to the program and the right to interview staff, clients, agency personnel or board members in accordance with the procedures of confidentiality and any pertinent State or Federal regulations.

### *CONFIDENTIALITY*

**All Awardees are required to comply with applicable State and Federal confidentiality and privacy rules.** Awardees are required to sign and submit the 'Silver State Health Insurance Exchange Operator Agreement' and agree to the 'Nevada Health Link Privacy Policy' and 'General Conditions and Assurances.' Awardees shall collect, maintain, and transmit personal information about service recipients in a manner that ensures security and protects individual privacy (e.g., use of identifiers instead of names and Social Security numbers on any information submitted to the Awardee). Any Awardee that is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) shall also comply with the security and privacy safeguards set forth in Public Law 104-191 and regulations issued thereunder (45 CFR 160 and 164). Such safeguards shall not restrict the Awardee's access to protected health information where necessary to determine program compliance (45 CFR 164.512) (d)(1)(iii).

### *CONTROLLING DOCUMENTS*

For purposes of administration and decisions regarding compliance and operations, the Request for Applications and attachment, Award Instructions and Requirements, Notice of Sub-Award Award, Budget Narrative, Request for Funds, Enrollment and Outreach Reports, Operator Agreement, Privacy Policy, Insurance Requirements, and any applicable federal or state

regulations and requirements constitute the controlling documents. Both the Awardee and the Awarder shall reference these documents when interpreting or applying rules and submit all documents to the Awarder for review and proper distribution.

### *DATA RETENTION*

It is the responsibility of the Awardee to retain all documents according to the State of Nevada, State Retention Schedule. Each Awardee organization is required by federal regulations to maintain a record of each consumer authorization obtained. The regulations do not prescribe a standard format or process for obtaining the authorization or for maintaining its record, so assisters have flexibility to determine how they will maintain such a record. A record may be maintained in either hard copy or electronic format. Only those personnel who need to access the records to carry out their duties and responsibilities should be given access to them. Hard copies must be kept in a secured location, locked and with limited access save for authorized individuals. Electronic copies must be kept as a password-protected file that is kept securely at all times, preferably on an external hard drive that is data encrypted or on a secure workstation. In addition, Center for Medicare and Medicaid Services (“CMS”) expects that each assister organization establish internal policies and procedures to keep each record of authorization secure and organized in a way that allows a consumer to request access to his or her authorization and make corrections, as needed. Regardless of the specific format for each written record of consumer authorization, you or your organization must maintain that record for at least ten years. If you or your organization is required under federal law to maintain a record of authorization for a period that is longer than six years, the longer retention period must be followed.

*[\\*Please see the Operator Agreement on the Exchange website for more information.](#)*

### **AWARDEE RIGHTS AND RESPONSIBILITIES**

1. The Awardee organization assumes full responsibility for the overall program which includes: fiscal administration, timely submission of required reports, program management including personnel and meeting goals and objectives in the approved award applications.
2. The Awardee shall maintain effective control and accountability for all award funds, property, and other assets. Good internal control necessitates those fiscal responsibilities be clearly established. Accounting functions should be separated to the fullest extent possible so that no one person authorizes, executes and approves the same transactions. Policies covering personnel and accounting procedures and separation of duties must be documented in a policies and procedures manual or another similar document.
  - a. The documentation for all transactions, controls and other significant events must be clear and readily available for examination. All documents such as invoices, contracts, sub-award awards, etc., should be maintained at the Awardee’s principal place of business. If they are not, the Awardee must bear

the cost of making original documents available for examination by the Awardee.

3. The Awardee must maintain continuing responsibility for the overall program. This includes the establishment of written policies and procedures for program operations. The following areas must not be delegated to sub-recipients or persons who are not employees or officials of the Awardee organization.
  - a. Being informed of and accountable for all program income and expenditures
  - b. Performance of timely written evaluations of the program and monitoring of established goals and objectives as written in the programs award.
  - c. Financial reports and all other reports required by the Awardee including monthly or quarterly request for funds, required progress reports and final programs reports (if required)
  - d. Administration of the program in accordance with these instructions and requirements and the administrative procedures established by the Awardee.

#### **SUSPENSION AND DEBARMENT**

No organization may participate in the award-funded project in any capacity or be a recipient of Federal or State funds designated for this project if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" (see 45 CFR 92.35).

#### **DISCHARGING OR WITHDRAWING FROM PROGRAM**

The Exchange reserves the right to discharge an Agent/Broker/Producer from the award program at its discretion. The Executive Director has final approval on this process and a letter will be sent outlining the reasons why. Should an Agent/Broker/Producer wish to withdraw from the award they must send a letter to our Executive Director on their letterhead with their request for withdrawal.

#### **ROLES AND RESPONSIBILITIES OF AGENTS/BROKERS/PRODUCERS**

Awardees who are awarded a Pilot Broker Storefront Program award have the responsibility of providing unbiased and full disclosure of plans available to consumers on and off the Exchange

## **DISBURSEMENT OF FUNDS**

### *REQUEST FOR FUNDS*

1. Awardees must submit a Request for Funds to the Awarder on the approved reimbursement form. The Request for Funds must be completed in full. This request must be submitted in concurrence with the monthly outreach and enrollment reports.
2. Requests for Funds must be submitted on the Exchange's approved reimbursement form and are required to be submitted by the 15<sup>th</sup> of the following month for the previous month. Late submission of Requests for Funds may result in payment delays.
3. Questionable costs, incomplete fields, missing documentation, or mathematical inaccuracies will result in a delay of funds being issued and the Request for Funds may be returned to the Awardee for corrections.
4. Documentation supporting the Request for Funds must be submitted along with the request in the form of a personnel summary and additional personnel documentation.
  - a. Reimbursements will only be approved for licensed Agents/Brokers/Producers who perform duties on behalf of the Exchange.
  - b. Documentation will be required to:
    - i. Verify the Agent/Broker/Producer who worked during the reimbursement timeframe
    - ii. Verify that each Agent/Broker/Producer was performing duties on behalf of the Exchange

## **ADVANCES**

The Awarder will not provide advances at any time during this award period.

## **FISCAL REPORTING**

Awardees monthly Request for Funds will be used by the Awarder for reporting expenditures throughout the award period.

## **PROGRAM REPORTING**

Awardee must submit a monthly Outreach and Enrollment Performance Reports that follows the reporting date deadlines provided on the Notice of Award document. If these dates change a revised Notice of Award will be provided to Awardee by Awarder.

The Outreach and Enrollment Performance Reports allows Awardee to provide a progress report on the specific activity areas and activities that are included in work plan.

Awardee must provide monthly documentation of all outreach efforts, including, number of enrollment and/or outreach efforts, including the monthly supporting document list along with back up evidence, signed timesheets by employees and employers, and number of Medicaid enrollments.

### **SUB AWARDEES AND OR CONTRACTS**

Awardees must provide the Awardee with a copy of agreements with any sub-recipient and/or contracts within 30 days of the agreement. Any documentation related to sub-recipient or contracts may be audited at the discretion of the Awardee.

### **INDEMNIFICATION**

To the fullest extent permitted by law Awardee shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State of Nevada from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Awardee, its officers, employees and agents. Awardee shall require of any sub-Awardee that it shall owe the same obligation to the state.

### **INSURANCE REQUIREMENTS**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

**2. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

**3. Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include the following provisions:

- 1. On insurance policies where the State of Nevada, Department (Division) of Insurance is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

- 2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

- C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(State of Nevada Representative's Name & Address)**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(State Agency Representative's Name and Address)**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.



**SITE VISITS AND MONITORING**

Site visits and or monitoring without advance notice may be performed at an Awardee or event location at any time by Exchange staff.

**CERTIFICATION**

I certify that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of all other federal and state laws and rules and regulations that apply to this award.

\_\_\_\_\_  
Authorized Official (Project Administrator)

\_\_\_\_\_  
Date