Joe Lombardo
Governor

Valerie Clark
Chair

Russell Cook
Executive Director

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Silver State Health Insurance Exchange Operator Agreement

I. Overview and Purpose

This Operator Agreement is between the Nevada Silver State Health Insurance Exchange (hereafter "Exchange") and entities that will be assisting potential consumer enrollees, including Brokers, Producer, and Agents (hereafter "Consumer Assistance Entities" or "Entities").

The purpose of the agreement is for Consumer Assistance Entities participating in Nevada's health insurance exchange marketplace to attest to compliance with state and federal requirements as outlined below. The term of this agreement extends from the date it is signed by the Consumer Assistance Entity through June 30, 2027.

II. Duties of Consumer Assistance Entities

The role of Consumer Assistance Entities is to provide marketing and outreach regarding qualified health plans to increase on-exchange marketplace enrollment; distribute fair and impartial information concerning enrollment in qualified health plans and the availability of premium tax credits and cost-sharing reductions; facilitate enrollment in qualified health plans, provide referrals to any applicable office of health insurance consumer assistance, health insurance ombudsman or any other appropriate State agency, for any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination under such plan or coverage; and provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served by the Exchange.

Consumer Assistance Entities under this agreement represent by their signatures to this agreement that they will carry out these activities in accordance with all applicable federal, state and local laws, rules, and regulations, including but in no way limited to any and all laws, rules, and regulations related to privacy protection and confidentiality; all requirements related to federal grants, including but not limited to circulars from the Office of Management and Budget and all standards of ethical conduct, including those relating specifically to the performance of the Agreement. Examples of federal and state laws applicable to Consumer Assistance Entities include 45 CFR § 155.220, and statutory requirements of the State of Nevada, including Title 57 of the Nevada Revised Statutes.

Consumer Assistance Entities under this agreement also indicate by their signature that they will adhere to all policies and procedures issued by the Exchange governing Consumer Assistance activities, such as but not limited to information technology privacy standards, the Exchange privacy policy, and guidelines in the program plan for Navigators, Certified Application Counselors and Producers guidelines issued by the Exchange.

III. Licensing and Certification Standards

Consumer Assistance Entities represent by their signatures to this agreement that all persons providing services under this agreement have:

a. A valid, current active license as a health insurance producer issued by the Nevada Division of Insurance; or
b. A valid, current active certification as an Exchange Enrollment Facilitator (EEF) issued by the Nevada Division of Insurance.

All persons providing services under this agreement shall maintain licensure and certification in good standing throughout that period of service in accordance with federal and state laws; Exchange policies and procedures; and other laws, regulations and guidance as outlined in section I.

IV. Conflict of Interest Restrictions

Agents/Brokers/Producers must comply with the following federal conflict of interest restrictions as outlined in 45 CFR § 155.220(e)

Compliance with State law. An agent or broker that enrolls qualified individuals in a QHP in a manner that constitutes enrollment through the Exchange or assists individuals in applying for advance payments of the premium tax credit and cost-sharing reductions for QHPs must comply with applicable State law related to agents and brokers, including applicable State law related to confidentiality and conflicts of interest.

a. Exchange Conflict of Interest Restrictions

Consumer Assistance Entities must comply with the following Exchange conflict of interest restrictions: Entity must not receive any nonfinancial consideration such as gifts, rebates, vacations, prizes or any other non-financial consideration from a health insurance Issuer or an employer for the erollment of an individual, family or group in the Exchange.

For entities seeking to qualify as an appointed Consumer Assistance Entities under this agreement, you attest via your signature on this agreement means that you will comply with the state requirements for a Agent/Broker/Producer as described in this section, and will remain free of conflicts of interest during the term as an Agent/Broker/Producer and that you understand that Nevada Division of Insurance and the Exchange will investigate and seek all applicable civil and criminal penalties for Consumer Assistance Entities that act in a manner inconsistent with the conflict of interest standards set forth by the Exchange. The civil and criminal penalties that apply to Exchange Enrollment Facilitator Certification may be found in Nevada Assembly Bill 425[1] of the 77th Legislative Session and Nevada Division of Insurance Emergency Regulation – Exchange Enrollment Facilitators[2].

V. Training Standards

In accordance with state and federal requirements, Consumer Assistance Entities must complete the following to receive appointment with the Exchange:

a. Licensed Producers
Nevada licensed health insurance brokers and agents are required to complete all required Nevada Division of Insurance required training prior to appointment with the

[1] http://leg.state.nv.us/Session/77th2013/Bills/AB/AB425_EN.pdf
[2] http://doi.nv.gov/uploadedFiles/doi.nv.gov/Content/News_and_Notices/EmergencyReg-Exchange%20_Enrollment_Facilitators.pdf

Exchange. This includes any continuing education requirements to remain active and in good standing.

b. Consumer Assistance Entities must register for and complete a Nevada-specific approved training; achieve a passing score on all approved certification examinations (prior to carrying out any consumer assistance functions) following completion of the approved training; agree to obtain continuing education and be certified and/or recertified on at least an annual basis; and be prepared to serve the individual Exchange.

Additionally, all Consumer Assistance Entities must complete the broker and navigator training after receiving their producer license or Exchange Enrollment Facilitator certification from the Nevada Division of Insurance in order to become appointed with the Exchange.

For entities seeking to be appointed with the Exchange under this agreement, you attest via your signature on this agreement means that you will comply with the federal and state requirements for a licensed producers and Consumer Assistance Entities as described in this section.

VI. Safeguarding Information

All Consumer Assistance Entities are required by law to safeguard information received from the Exchange eligibility and enrollment process:

a. Implement administrative, physical and technical safeguards to protect Personal Identifiable Information (PII) furnished by Nevada Health Link (NVHL) and Centers for Medicare & Medicaid Services (CMS) under this Agreement from loss, theft or inadvertent disclosure.
b. Understand that they are responsible for safeguarding this information at all times, regardless of whether or not the entity is at his or her regular duty station.
c. Ensure that laptops and other electronic devices/media containing PII are encrypted and/or password protected.
d. Send emails containing PII only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information (see IRS Publication 1075 for restrictions on emailing Return Information).
e. Limit disclosure of the information and details relating to a PII loss only to those with a need to know.

Additionally, all entities are required to report actual and potential data breaches or unauthorized disclosures to the Exchange immediately.

VII. Privacy Policy

Entities have the implicit responsibility to safeguard the public's information and must adhere to the standards outlined in Nevada Health Link's Privacy Policy, including:

a. You attest via your signature on this this agreement to follow all statutes, regulations, policies, standards and procedures governing the confidentiality, integrity and security of information resources.
b. Personally identifiable information will be used by, or disclosed to, only those authorized to receive or view it. ACA section 1411 states that "an applicant for insurance coverage or for a premium tax credit or cost-sharing reduction shall be required to provide only the information strictly necessary to authenticate identity, determine eligibility, and determine the amount of the credit or reduction." It also states that this information must be used only for Exchange operations (such as

verification of eligibility for enrollment, cost-sharing reduction, or premium tax credit). Penalties of up to $25,000 per violation exist for anyone who knowingly and willfully violates this restriction.

c. Federal law 45 CFR 255.260(g) *Improper use and disclosure of information.* Any person who knowingly and willfully uses or discloses information in violation of section 1411(g) of the Affordable Care Act will be subject to a civil penalty of not more than $25,000 per person or entity, per use or disclosure, in addition to other penalties that may be prescribed by law.
d. Nevada security requirements to secure data and information, including but not limited to Nevada Revised Statutes (NRS) 603A.210 which states data collector must maintain reasonable security measures to protect records of residents of this state. NRS 193.170 the unauthorized disclosure of confidential information is a misdemeanor, punishable by up to six (6) months in jail and/or up to a $1000.00 fine.
e. Any individual who receives information in connection with an Eligibility Determination for enrollment in a QHP through a Marketplace, APTCs or CSRs, and who knowingly and willfully uses or discloses information obtained pursuant to this Agreement in a manner or for a purpose not authorized by 45 C.F.R. § 155.260 and Section 1411(g) of the ACA are potentially subject to the civil penalty provisions of Section 1411(h)(2) of the ACA, which carries a fine of up to $25,000.

VIII. Data Retention

You and your organization are 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.

a. Hard copies must be kept in a secured location, locked and with limited access save for authorized individuals.
b. Electronic copies must 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.
c. In addition, NVHL and CMS expects that Entities 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. NVHL and CMS recommends that each assister service location maintain a central repository that contains each record of authorization collected from each consumer seeking services at that location.
d. 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 ten years, the longer retention period must be followed.

If the organization that you represent is seeking to qualify under this agreement, your signature in the final section of this agreement is your attestation that the organization that you represent accepts the terms specified in section VII and understands that penalties of up to $25,000 per

violation exist for anyone who knowingly and willfully violates information use restrictions in PPACA § 1411(g).

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IX. Signatures

The provisions of this agreement are based on federal rules at 45 CFR § 155.22045 CFR § 155.222, CFR § 155.1210 statutory requirements of the State of Nevada, and the policies and procedures of the Silver State Health Insurance Exchange. Any questions of interpretation that may arise between the provisions of this agreement and any other federal, State, or Exchange requirements shall be resolved in favor of those authorities.

Select the type of entity that applies:

- ☐ Navigators
- ☐ Certified Application Counselors
- ☐ Agents/Brokers
- ☐ In Person Assisters

Name of Organization / Agency:

_____

Street: _____ City, State, Zip Code: _____

Phone: _____ Fax: _____

By signing below, Entity agrees to the terms of this Agreement.

_____

Authorized Signature

Print Name: _____

Print Title: _____

Date: _____