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## NAVIGATOR AND IN-PERSON ASSISTER (IPA) ENTITY AWARD INSTRUCTIONS AND REQUIREMENTS

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## **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 grant funds to an awardee. The Awardee is the Exchange.
- Awardee – the entity that is receiving the grant funds from the awardee. The Awardee includes the awarded entity and applies to all individuals who perform work on behalf of the Awardee for 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 grant includes full access to any fiscal or any other documents and/or records 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 (RFA) and attachment, Grant Instructions and Requirements, Notice of Sub-Grant Award, Budget Narrative, Request for Funds, Timesheets, Monthly 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 Navigators/Assisters grantees 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 behind a second locking mechanism and with limited access save for authorized individuals. Electronic copies must be kept as a password-protected a 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 Navigator/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 ten 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 grant applications.
2. The Awardee shall maintain effective control and accountability for all grant 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-grant 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 Awarder.

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 grant award.
  - c. Financial reports and all other reports required by the Awarder 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 Awarder.

### **SUSPENSION AND DEBARMENT**

No organization may participate in the grant-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).

### **ROLES AND RESPONSIBILITIES OF NAVIGATOR/IPA ENTITIES**

Awardees who are awarded as an In-Person Assister (**IPA**) entity have the same roles and responsibilities as Navigators including that they *may actively enroll consumers*. Whereas the IPA focus has been on outreach and education into under reached populations, which include, but are not limited to Hispanic, rural, self-employed, Tribal, and young millennials, IPAs now will be asked to assist in direct enrollment.

**Navigator/IPA** entities must provide Exchange Enrollment Facilitators (EEF) who will be responsible for outreach attendance, education *and enrollment* for the currently uninsured or underinsured populations which include, but are not limited to Hispanic, rural, self-employed, Tribal, and young millennials.

*[\\*For a full list of roles and responsibilities for Navigators/IPA's please see the Navigator plan on our website.](#)*

## **DISBURSEMENT OF FUNDS**

### ***REQUEST FOR FUNDS***

1. Awardees must submit a Request for Funds (RFF) 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 timesheets, payroll, outreach and enrollment reports.
2. Requests for Funds must be submitted on the Exchange's approved reimbursement form and are required to be submitted within fifteen days (15) days after the end of each 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 active licensed or pending licensure Navigators/IPA's who perform Navigator/IPA duties on behalf of the Exchange.
  - b. Documentation will be required to:
    - i. Verify the Navigators/IPA who worked during the reimbursement timeframe
    - ii. Verify the number of hours worked by each Navigator/IPA by providing timesheets and payroll stubs
    - iii. Verify that each Navigator/IPA was performing Navigator/IPA duties on behalf of the Exchange
    - iv. Ensure that if a Navigator/IPA is less than full time, based on a 40-hour work week that the reimbursement amount is adjusted accordingly.

### ***PAYMENT FOR NAVIGATOR/IPA PENDING LICENSURE***

5. ***Per NRS 695J.050 "Exchange enrollment facilitator" defined.*** *"Exchange enrollment facilitator" means a person certified pursuant to this chapter who is engaged in the business of facilitating enrollment in qualified health plans offered by the Exchange.*  
(Added to NRS by [2013, 3590](#))

### ***NRS 695J.280 Engaging in business of exchange enrollment facilitator without certificate prohibited; penalty.***

1. *No person may engage in the business of an exchange enrollment facilitator unless a certificate has been issued to the person by the Commissioner.*

2. A person who violates subsection 1 is subject to an administrative fine of not more than \$1,000 for each act or violation. (Added to NRS by [2013, 3596](#))

Request for funds can be submitted for individuals who have been hired by an IPA/Navigator agency and are awaiting Department of Insurance (DOI) certification only in these instances. An individual must complete all of these steps in order to be considered for funds request reimbursement from the Exchange grant award.

Step 1 – Fingerprinting

Step 2 – AD Banker EEF Course completion

Step 3 – Pearson Vue State exam with original pass results

Step 4 - DOI completed application with submittal of all documents and fee

Additionally, Navigators and IPAs will be required to take and pass additional training provided by the Exchange to receive appointment by the Exchange. The training is approximately 10 hours long, and successful completion finalizes the process for Navigator and IPAs to assist Nevadans educating and enrolling in health insurance.

These four steps can be accomplished within two weeks but can take up to one month. For further clarification, should an individual be hired at the beginning of the month they will have till the end of the month to complete steps 1-4 and send the Navigator Program Manager a receipt of the documents. The copies of receipts will also be sent to the Finance Department when submitting monthly reports for reimbursement.

At this point the individual will be eligible to receive funds from the Exchange grant award for any work related to the Exchange Navigator/IPA program.

***NOTE:*** Should the DOI certification take longer than 60 days, a meeting will be placed with the employing agency, employee, and the Navigator Program Manager for further evaluation and/or exception. The employee can contact the DOI at any point for further information or instruction regarding the certification process.

An individual can attend outreach and education events solely for training purposes while pending licensure to gain knowledge of the job. The individual may not have any communication with any consumer until fully certified and may not share any personal identifiable information heard from consumers.

6. Performance of Navigator and IPA entities will be closely monitored. Navigator and IPA entities must comply with monitoring and evaluation requirements established by the Exchange. This includes, but is not limited to, completing required reports on a monthly basis, as described in the subsequent section, cooperating with all mandated monitoring and evaluation activities, collaborating with our community outreach events, including potential --- site visits by grant monitors, providing requested data to the Exchange in a timely matter, and participating in research projects related to the effectiveness of the Exchange's statewide campaign. Navigator and IPA entities must submit performance and fiscal reports to the Exchange documenting their progress

towards meeting agreed upon deliverables and established program outcomes according to agreed upon timelines. Navigator and IPA entities must maintain comprehensive records of program expenditures and activities throughout the period of the grant and provide them to the Exchange upon request.

7. At the sole discretion of the Exchange, Navigator and IPAs entities that are not performing their scope of work or meeting pre-established goals and deliverables may be withdrawn and or terminated from the grant program. Navigator and IPA entities may be provided re-training and asked to correct the deficiency within 30 days or risk grant termination. Failure to deliver the agreed upon targets for number of households or small businesses reached with outreach and education messaging may result in a modification to the Grantee's scope of work and grant level.

### **ADVANCES**

The Granter will not provide advances at any time during this grant period.

### **FISCAL REPORTING**

Grantees monthly Request for Funds will be used by the Granter for reporting expenditures throughout the grant period.

### **PROGRAM REPORTING**

Grantee must submit a monthly Outreach and Enrollment Performance Reports that follows the reporting date deadlines provided on the Notice of Sub-Grant document. If these dates change a revised Notice of Sub-Grant will be provided to Grantee by Granter.

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

Grantee 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 GRANTEES AND OR CONTRACTS**

Grantees must provide the Granter 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 Granter.

## **INDEMNIFICATION**

To the fullest extent permitted by law Grantee 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 grantee, its officers, employees and agents. Grantee shall require of any sub-grantee that it shall owe the same obligation to the state.

## **INSURANCE REQUIREMENTS**

Unless expressly waived in writing by the State, Grantee, as an independent contractor and not an employee of the state, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified by the State of Nevada Risk Management Division. See Appendix G for full list of Insurance Requirements.

### ***GENERAL REQUIREMENTS***

- a. Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Grantee.
- c. Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. Deductibles and Self-Insured Retentions: Insurance maintained by Grantee shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Grantee from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- e. Policy Cancellation: Except for ten (10) days' notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Grantee, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (I) of this contract.
- f. Approved Insurer: Each insurance policy shall be:



- i. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
- ii. Currently rated by A.M. Best as "A-VII" or better.
- iii. Evidence of Insurance:

Prior to the start of any work, Grantee must provide the following documents to the contracting State agency:

- a. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of the Grantee. The certificate must name the State of Nevada, its officers, employees and immune the Grantee as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, the Grantee shall furnish the State with replacement certificates as described within Section 16A, Insurance Coverage.

**Mail all required insurance documents to the State Contracting Agency.**

- b. Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 I 0 II 85 or CG 20 26 II 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured.
- c. Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- d. Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by the Grantee. Neither approval by the State nor failure to disapprove the insurance furnished by the Grantee shall relieve the Grantee of the Grantee's full responsibility to provide the insurance required by this Agreement. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Grantee or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Agreement or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

## **SITE VISITS AND MONITORING**

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

## **SINGLE AUDITS**

### *Audits of Federal Funds (Single Audits)*

The Single Audit Act of 1984, as amended in 1996 was enacted to standardize the requirements for auditing federal programs. The Act provides that Grantee s are subject to one audit of all of their federal programs versus separate audits of each federal program, hence the term “single audit.”

Grantees that receive federal funds including states, local governments, and not-for-profit entities will be required to undergo a single audit only if they spend \$750,000 or more in federal Grants in a fiscal year. This threshold relates to expense, not revenues. An organization may receive more than \$750,000 and not be required to undergo a Single Audit if it doesn’t spend more than \$750,000.

If an entity expends less than \$750,000 in a fiscal year it will simply be required to make records available for review or audit by the federal Granting agency, the pass-thru agency and the U.S. Government Accountability Office. It is the responsibility of the Grantee for payment of the Single Audit. This Single Audit must be provided to the Exchange upon completion.

## **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 grant.

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Authorized Official (Project Administrator)

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Date