

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SILVER STATE HEALTH INSURANCE EXCHANGE AND
NEVADA DIVISION OF INSURANCE**

The Memorandum of Understanding (“MOU”) is made by and between the Silver State Health Insurance Exchange (“SSHIX”) and the Nevada Division of Insurance (“DOI”) (collectively “Parties”) as authorized by Nevada Revised Statutes (“NRS”) 695I.500 and 679B.122, respectively.

On or about July 30, 2012, a memorandum of understanding (“MOU”) was signed by the Parties to coordinate the responsibilities and facilitate the sharing of information to establish a state-based exchange (“Exchange”). The Parties revised the MOU in 2015 and 2019 to reflect coordinated responsibility changes. Based on a review of coordinated responsibilities, the Parties seek to revise the MOU as specified below.

WHEREAS the Patient Protection and Affordable Care Act, signed into law on March 23, 2010, and the Health Care and Education Reconciliation Act of 2010, signed into law on March 30, 2010, collectively referred to as the Affordable Care Act (“ACA”), require Nevada to establish an exchange for the sale and purchase of Qualified Health Plans (“QHPs”);

WHEREAS the Exchange has been tasked to increase the number of insured Nevadans by facilitating the purchase and sale of health insurance that provides quality health care through the creation of a transparent, simplified marketplace of QHPs;

WHEREAS DOI is a public agency of the Department of Business & Industry with jurisdiction over the business of insurance in Nevada pursuant to NRS title 57;

WHEREAS the Parties seek to coordinate responsibilities and facilitate the exchange of information for the purpose of establishing and carrying out the provisions of the ACA pursuant to NRS chapter 695I; and

WHEREAS the State of Nevada has a stable Exchange, and seeks to continue its progress in operating efficiencies;

NOW, THEREFORE, in order to achieve the purposes set out above, the Parties mutually agree as follows:

1. Each Party shall work with each other in a fair and transparent manner, shall assist the other Party in their duties outlined in Table 1 below, and shall keep the other Party informed of the progress made in implementing the various aspects of the ACA. The Parties shall share relevant reports and information as permitted by and consistent with federal and Nevada laws.
2. Each Party shall be responsible for its own acts and omissions, and for its officers, employees, and agents. The Parties shall not be responsible for the acts or omissions of entities not a party to the MOU.
3. Each Party shall be responsible for its respective expenses incurred while pursuing the purpose of the MOU, unless otherwise provided for in advance in writing, in either paper or electronic mail, to include written federal grant applications.
4. The terms of this MOU may be modified, in writing, upon the consent and signature agreement of all the Parties. The terms of this MOU shall be reconsidered and modified accordingly by the Parties, if the Parties determine such reconsideration and modification is needed, or upon material change of the ACA or relevant Nevada law.
5. The Parties understand that, due to changes in law and guidance, the various duties, obligations, and responsibilities of the Parties change from time to time, and may be undetermined in scope and involvement. Table 1 below illustrates categories and duties that may be required of each Party, identifies as “Lead” the Party with primary responsibility for executing the specified duty, and identifies as “X” the Party providing support to the assigned “Lead”. Table 1 is not all-inclusive and may be amended as provided in paragraph 4. The provisions of this MOU only pertain to duties, obligations, and responsibilities of federal and Nevada law relating to QHPs and stand-alone dental plans (“SADPs”), which are offered through the Exchange.
6. This MOU supersedes prior MOUs of the Parties, altering certain duties of the Parties to ensure there is no confusion or overlap of duties or duplication of efforts in implementing provisions of the ACA in Nevada. The MOUs in effect in prior years shall remain in effect concerning the Parties’ respective responsibilities for Plan Years 2014 through 2024.
7. This MOU shall take effect on the date of execution by the Parties and shall continue in effect as the Parties deem necessary to achieve its purpose and as permitted by law.
8. The Parties shall conduct a yearly review of the duties defined in Table 1.

Table 1

Category	Duties	SSHI X	DOI
Customer Service			
	Consumer Assistance Call Center	Lead	
	Consumer complaints (subsidy, eligibility, 1095A)	Lead	X
	Consumer complaints (claims, provider relations)	X	Lead
Eligibility and Enrollment			
	QHP APTC/CSR eligibility determination	Lead	
	QHP eligibility appeals	Lead	
	System of record for QHP/SADP applications and enrollments	Lead	
	Define Special Enrollment Periods applicable on-Exchange	Lead	
	Define Special Enrollment Periods applicable off-Exchange	X	Lead
Exchange Enrollment Facilitators (“EEFs”)			
	Process applications for persons seeking EEF certificate		Lead
	Define and conduct required training for EEFs seeking SSHIX appointment	Lead	
	Oversee and monitor grantee program	Lead	
	Designate role of EEF (Navigator, Certified Application Counselor, or In-Person Assister)	Lead	
Brokers/Agents			
	Licensing authority for brokers or agents		Lead
	Define and conduct training required for brokers/agents to sell QHPs and SADPs	Lead	
	Define Broker Code of Conduct as it relates to SSHIX	Lead	
Plan Management			
	Determination of Essential Health Benefits		Lead
	Design of certification requirements	Lead	X
	Certification of QHPs and SADPs	Lead	X
	Monitoring of QHPs and SADPs	Lead	X
	Recertification/decertification of on-Exchange QHPs and SADPs	Lead	X
	Review and approval of all Plan Management Templates for QHPs and SADPs	X	Lead
	Transfer of QHP and SADP data to state platform	Lead	

Category	Duties	SSHI X	DOI
	Review and approval of QHP and SADP rates		Lead
	Review and approval of QHP and SADP forms		Lead
	Review and approval of plan actuarial value		Lead
	Establishment of on-Exchange QHP and SADP service areas	Lead	X
	Establishment of rating territories applicable to all individual and small group health benefit plans		Lead
	Identification of discriminatory plan benefit designs	X	Lead
	Establishment, enforcement, and certification of network adequacy standards		Lead
	Monitoring of on-Exchange QHP and SADP accreditation	Lead	
	Determine carriers' status of good standing		Lead
	Determine plan mapping for crosswalk	X	Lead
	Facilitate access to SERFF		Lead
	Establishment and enforcement of marketing standards applicable to the broader commercial market as they apply to on-Exchange QHPs and SADPs	X	Lead
Financial Management			
	Tracking of advanced premium tax credits	Lead	
	Financial transaction process for Navigator EEF grants.	Lead	
	Development of Exchange financial sustainability plan	Lead	
	Define Carrier Premium Fee	Lead	
Tribal			
	Liaison for tribal individuals	Lead	
	Verify tribal membership for plan enrollment	Lead	
Defrayal			
	Collect off-Exchange QHP enrollment from carriers		Lead
	Reconcile defrayal reimbursement to carriers	X	Lead

