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Nevada Health Authority
Division of Consumer Health Services
Silver State Health Insurance Exchange

AGENT/BROKER AGREEMENT OF OBLIGATIONS AND REQUIREMENTS TO PARTICIPATE IN NEVADA HEALTH LINK

Version	Issue Date	Changes	Drafted	Approved	Next Review
26.01	September 1, 2026	Initial Release	J. Filippi, N. Osborne	J. Davis	August 2027

THIS AGENT/BROKER AGREEMENT OF OBLIGATIONS AND REQUIREMENTS TO PARTICIPATE IN THE NEVADA HEALTH LINK INSURANCE EXCHANGE (“Agreement”) is an agreement and acknowledgment entered into between the Nevada Health Authority, Silver State Health Insurance Exchange (SSHIX) a state entity established by Nevada Revised Statutes (NRS) Chapter 695I, referred to as “Nevada Health Link” and the agent or broker (hereafter referred to as “Agent/Broker”) who registered and established an Agent/Broker account with Nevada Health Link. This Agreement is pursuant to Section 1312(e) of the Patient Protection and Affordable Care Act (“ACA”) and the regulations promulgated thereunder, as required by 45 CFR 155.220(d). Nevada Health Link is responsible for the management and oversight of the Nevada Health Insurance State-Based Exchange, which accesses the Federal Data Services Hub (“Hub”). Agent/Broker, who is registered with Nevada Health Link and whose name appears on the Nevada Health Link Learning Management System account (currently “Trakstar Learn”), seeks to assist Consumers, Applicants, Qualified Individuals and Enrollees in applying for Advance Payments of the Premium Tax Credit (“APTC”), and Cost-sharing Reductions (“CSRs”) for Qualified Health Plans (“QHPs”), and/or in completing enrollment in QHPs offered in the individual market through Nevada Health Link, and to provide related Customer Service. (Nevada Health Link and Agent/Broker are each hereinafter referred to collectively as the “Parties”).

WHEREAS:

1. Section 1312(e) of the ACA provides that the Secretary of the U.S. Department of Health and Human Services (HHS) shall establish procedures under which Agents or Brokers may participate in an Exchange such as Nevada Health Link. 45 CFR 155.220 provides that Agents and Brokers may enroll individuals in a Qualified Health Plan (“QHP”) as soon as the QHP is offered through an Exchange in the State; enroll Qualified Individuals in a QHP in a manner that constitutes enrollment through the Exchange; and assist individuals in applying for Advance Payments of the Premium Tax Credit (“APTC”) and/or Cost-Sharing Reductions (“CSRs”), to the extent that Agents and Brokers are permitted to do so by the State in which they operate.
2. 45 CFR 155.220(d) requires all Agents or Brokers enrolling Qualified Individuals in QHPs in a manner that constitutes enrollment through the Exchange or assisting Qualified Individuals in applying for APTC, CSRs, and/or for QHPs, to comply with the terms of an agreement between the Agent or Broker and the Exchange.

3. Pursuant to Section 155.220(d) and *subject to Nevada insurance statutes and regulations*, this Agreement establishes the general standards and requirements for Agents/Brokers to: (a) assist Consumers, Applicants, Qualified Individuals, and Enrollees in applying for APTC and/or CSRs for QHPs; and (b) enroll Qualified Individuals in a QHP through the individual market in a manner that constitutes enrollment through an Exchange.
4. To participate in Nevada Health Link, Agents/Brokers must complete all necessary registration and training requirements, and update registration information timely when it changes.
5. To facilitate the operation of Nevada Health Link Exchange Authorized Functions, Nevada Health Link desires to permit Agent/Broker to create, collect, disclose, access, maintain, store, or use the Personally Identifiable Information (“PII”) from Nevada Health Link, Consumers, Applicants, Qualified Individuals, and Enrollees, or their legal representative or Authorized Representative, to the extent that these activities are necessary to carry out the Authorized Functions that the ACA and implementing regulations permit.
6. Agent/Broker is an individual licensed by the Nevada Division of Insurance (“DOI”) who desires to create, collect, disclose, access, maintain, store, and use PII from Nevada Health Link, Consumers, Applicants, Qualified Individuals, and Enrollees to perform the Authorized Functions described in Section II.a of this Agreement.
7. 45 CFR 155.260(b) provides that an Exchange like Nevada Health Link must, among other things, require privacy and security standards that are consistent with the principles in 45 CFR 155.260, as a condition of a contract or agreement with Non-Exchange Entities, and Agent/Broker is a Non-Exchange Entity under federal law.
8. Nevada Health Link, in the administration of the Nevada Health Link platform, has adopted privacy and security standards concerning PII consistent with 45 C.F.R. 155.260. Use of Nevada Health Link Information Resources must be in compliance with the **Silver State Health Insurance Exchange Acceptable Use Agreement** and federal ACA privacy and security regulations outlined in 45 C.F.R. 155.260.

Now, therefore, in consideration of the promises and covenants herein contained, the adequacy of which the Parties acknowledge, the Parties agree as follows:

I. OBLIGATIONS AND CONDITIONS

To enroll Qualified Individuals in a QHP through Nevada Health Link and to assist individuals in applying for APTC and/or CSRs, and to perform authorized Nevada Health Link functions listed below in Section II, Agent/Broker hereby agrees to:

- a. Register with Nevada Health Link in advance of assisting Consumers, Applicants, Qualified Individuals, and Enrollees, or enrolling Qualified Individuals in QHPs through Nevada Health Link and remain in good standing throughout the plan year to maintain active Nevada Health Link certification;
- b. Receive and complete training in the range of QHP options and Insurance Affordability Programs offered through Nevada Health Link;
- c. Maintain the privacy and security of Consumer, Applicant, Qualified Individual, and Enrollee personally identifiable information (PII) and comply with the privacy and security standards required by federal law



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and adopted by Nevada Health Link pursuant to 45 CFR 155.260(b) and outlined in the Silver State Health Insurance Exchange Acceptable Use Agreement;

- d. Comply with the standards of conduct set forth in Section II below;
- e. Enter into this Agreement for the coverage year;
- f. Comply with all applicable State law related to Agents and Brokers, including but not limited to State laws related to confidentiality, conflicts of interest and appointments, as a condition of assisting Consumers, Applicants, Qualified Individuals, and Enrollees, or enrolling Qualified Individuals in QHPs through Nevada Health Link;
- g. Maintain valid professional licensure in Nevada;
- h. Comply with the ACA and all applicable regulations and guidance including the ACA requirements and standards of conduct in 45 CFR. 155.220 (j)(2);
- i. Comply with all applicable federal and State laws, statutes, regulations, or ordinances that are applicable to the conduct of the activities that are the subject of this Agreement, including but not necessarily limited to the Health Insurance Portability and Accountability Act (HIPAA), Section 6103(b)(2) of the Internal Revenue Code, the Medicaid Act (42 USC 1396a et seq.), the Children's Health Insurance Program Act (42 USC 1397aa et seq.), the Nevada Revised Statutes Chapters 683A, 689A, 695I, and any additional applicable standards required by statute; and any regulations or policies implementing or interpreting such statutory provisions;
- j. Make reasonable efforts to respond as soon as possible and within 48 hours to outreach from Nevada Health Link on consumer issues;
- k. Provide consumers with correct information, without omission of material fact, regarding Nevada Health Link, qualified health plans offered through Nevada Health Link, and insurance affordability programs such as Medicaid and CHIP.

II. STANDARD RULES OF CONDUCT

Agent/Broker shall accept and abide by the standard rules of conduct set forth below in this Section II while engaging in any activity as an Agent or Broker for purposes of facilitating enrollment through Nevada Health Link. Agent/Broker agrees to comply with Nevada Health Link requirements and strictly adhere to the privacy and security standards outlined in the **Silver State Health Insurance Exchange Acceptable Use Agreement**, and ensure that its Workforce that creates, collects, accesses, stores, maintains, discloses, or uses PII strictly adheres to the same.

a. **AUTHORIZED FUNCTIONS**

Agent/Broker may use Nevada Health Link Information Resources consistent with 45 C.F.R. 155.220 only for:

1. Assisting with applications for QHP eligibility or insurance affordability program eligibility;
2. Supporting QHP selection and enrollment by assisting with plan selection and plan comparisons;
3. Assisting with applications for the receipt of APTC, CSRs, and selecting an APTC amount;
4. Facilitating the collection of standardized attestations acknowledging the receipt of the APTC, CSRs, Medicaid, or Nevada Check Up determination, if applicable;
5. Assisting with the application for and determination of certificates of exemption (which determinations occur through the Nevada Department of Treasury, Division of Taxation);
6. Assisting with filing appeals of Nevada Health Link eligibility determinations;
8. Facilitating payment of the initial premium amount for the appropriate QHP;
9. Facilitating an Enrollee's ability to disenroll from a QHP;
10. Educating Consumers, Applicants, Qualified Individuals, or Enrollees on Insurance Affordability Programs, and if applicable, informing such individuals of potential eligibility for Medicaid or Children's Health Insurance Program (CHIP) through Nevada Check Up;
11. Assisting an Enrollee's ability to report changes in eligibility status to Nevada Health Link throughout the coverage year, including changes that may impact eligibility (e.g., adding a dependent);
12. Correcting errors in the application for QHP enrollment;
13. Informing or reminding Enrollees when QHP coverage should be updated and renewed or when Enrollees may no longer be eligible to maintain their current QHP coverage because of changes in eligibility, including gaining eligibility for other coverage (such as Medicare), or to inform Enrollees of QHP coverage options at renewal;
14. Providing appropriate information, materials, and programs to inform and educate Consumers, Applicants, Qualified Individuals, and Enrollees about the use and management of their health information and services and options offered through the selected QHP and among the available QHP options;
15. Contacting Consumers, Applicants, Qualified Individuals, and Enrollees to assess their satisfaction or resolve complaints with services provided by Agent/Broker in connection with Nevada Health Link;
16. Providing assistance in communicating with QHP Issuers;
17. Carrying out Agent/Broker's legal responsibilities related to QHP Issuer functions in connection with Nevada Health Link, as permitted or required by Agent/Broker's contractual relationships with QHP Issuers; and
18. Other functions substantially similar to those enumerated above and such other functions that may be approved by Nevada Health Link in writing from time to time.

b. **CODE OF CONDUCT**

1. **Honesty, Integrity and Trust.** Agents/Brokers must be persons of high integrity. Without honesty and integrity, there is no foundation of trust. Unequivocal honesty is what leads to creating the trust of a consumer. Consumers must never be provided with information that is false or misleading. Brokers must not engage in misrepresentation to consumers, via marketing materials, or to Exchange staff or

representatives. Fraud and/or deceit will not be tolerated and will lead to immediate termination by the Exchange.

2. **Competition and Fair Dealing.** The Exchange expects Agents/Brokers to perform fairly, honestly, and without engaging in unethical or illegal business practices. Agents/Brokers must endeavor to respect the rights of and deal fairly with the consumers and carrier partners and may not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other intentional unfair-dealing practice.
3. **Anti-Discrimination.** The Exchange is firmly committed to providing equal opportunity in all aspects of its business practices and will not tolerate illegal discrimination or harassment of any kind. In dealings with consumers, the public, Exchange staff/representatives, and other stakeholders. Brokers must always be mindful to act in accordance with the highest standards of professionalism and ethics, and avoid conduct that could be construed as discrimination, harassment, or prejudice. based on race, color, national origin, disability, age, or sex. Refraining from discrimination includes refraining from discrimination based on sexual orientation, gender identity, on the basis of sex stereotypes, sex characteristics including intersex traits, and pregnancy or related conditions;
4. **Non-Disparagement.** Brokers/Agents shall not, in the course of marketing, advertising, or selling qualified health plans through the Exchange, make statements that are knowingly false, misleading, or reasonably likely to deceive consumers about the Exchange, its staff, carriers, partners, competitors, or their products or plans.
5. **Use of Approved Marketing Materials.** Agents/ Brokers must have prior approval of their marketing materials and website representation by the Exchange and follow the Exchange's co- branding standards. The Exchange may determine marketing materials to be inappropriate, confusing, or misleading if said materials utilize Exchange logos, references, or branding standards in a non-authorized manner.
6. **Identification.** Agents/Brokers will clearly identify themselves as such and their relationship to the Exchange, disclose they are a licensed insurance broker, and never imply in any manner that they are an employee of any carrier, health plan, the Exchange, or the U.S. Government.
7. **Consumer Rights.** Agents/Brokers will conduct themselves with courtesy, dignity, and respect for the rights and reasonable requests of consumers and potential consumers always.
8. **Best Interests of Consumers.** The business of health insurance is declared to be a public trust in which all Brokers of all companies have a common obligation to work together in serving the best interests of the insuring public. Consistent with that, Agents/Brokers must understand and observe the laws governing insurance in spirit by presenting accurately and completely every fact essential to a consumer's decision, and by always placing the consumer's best interests first. Agents/Brokers are expected to act in the best interest of Nevada Health Link consumers. The best interest of the consumer includes but is not limited to assisting consumers to enroll in the most appropriate coverage

for their medical needs, optimizing consumer savings and affordability, providing the most transparent and relevant information, and providing meaningful consumer choice, while diligently working to inform consumers of reconciliation liability and avoiding reconciliation burden.

9. **Charging Fees for Services.** Agents/Brokers understand and agree that if they decide to charge consumers a fee pursuant to NRS 686A.230 and NAC 686A.330 related to the enrollment and/or maintenance after enrollment of a consumer in a QHP or qualified dental plan sold through the Exchange, the agent/broker will communicate that fee to the Exchange and it will be noted on the agent/broker's listing that they charge a fee. Agents/Brokers who charge a fee can create an account in the Nevada Health Link state-based exchange platform and will be able to manage their book of business, but those charging a fee will NOT be listed on Nevada Health Link's online or telephonic agent/broker referral directories. Additionally, if an agent/broker is found to be charging a fee and did not disclose to the Exchange that the agent/broker is charging a fee, or if an agent/broker who charges a fee takes steps to be listed in Nevada Health Link's referral directories knowing that it is the policy of Nevada Health Link to not list agents/brokers who charge consumer assistance fees, then Nevada Health Link reserves the right to remove the non-compliant agent/broker from the website and report them to the Division of Insurance, as appropriate.
10. **Deceptive Activities.** Agents/Brokers will not engage in activities that could mislead or confuse consumers or potential consumers, or misrepresent the Exchange, its carrier partners or their products or plans. Deceptions via omission of information should also be avoided. Deceptive activities include but are not limited to: misrepresentation of a Agent/Broker relationship to the Exchange or carriers, underselling Exchange plans to consumers in order to enroll consumers in off-Exchange plans or non-health insurance policies, entering or encouraging inaccurate data to be entered into an application or enrollment, entering grossly over-estimated or grossly under-estimated income that cannot be reasonably accidental, and misrepresenting coverage provided by or costs associated with Exchange plans.
11. **Unlawful Inducements.** Inducements are a violation of law and are unethical. Except as otherwise expressly provided by law, Agents/Brokers will not knowingly make or offer any agreement pertaining to any insurance contract other than as plainly provided in the contract itself. Except as expressly provided by law, Agents/Brokers will not give or provide anything of value to a consumer, directly or indirectly, as an inducement to any insurance transaction. In addition to tangible items having value, inducements include special favors and offers to pay or rebate any portion of premiums or charges, or to share commissions or bonuses.
12. **Misrepresentation.** Misrepresentations are a violation of law and are unethical. Agents/Brokers will not make any statement concerning any insurance product or plan that is untrue, deceptive or misleading. Agents/Brokers will not make false or misleading statements as to the financial condition of any carrier or use any name or title of any insurance product or class of products misrepresenting the true nature thereof. Nor will Agents/Brokers permit any non-certified and/or unlicensed individuals to conduct Exchange business on their behalf.
13. **Duty to Verify Client Information and Intent.** Agents/Brokers will ensure that all information on any application is completely filled in by the consumer or the consumer's authorized representative, at the direction of the consumer and/or the consumer's authorized representative, and in the presence of the consumer and/or the consumer's authorized representative. Agents/Brokers will never sign any application on behalf of any consumer, unless directed by the consumer and within the technical permissions of enrollment platform. Agents/Brokers will verify that all information on the application is correct and confirm the consumer's intent to make application for that product or plan.

Agents/Brokers must never submit application information that they know to be reasonably inaccurate. Duty to verify also includes verification of all consumer enrollment choices, such as plan selection and enrollment grouping options, which must always be the choice of the consumer.

14. **Duty to Ensure Suitability of Product Recommendation.** In recommending any product to a consumer, Agents/Brokers will first make reasonable efforts to obtain information concerning the consumer's health status to evaluate the suitability of the recommendation. Before initiating the purchase or exchange of a health insurance product resulting from a recommendation to a consumer, regardless of whether the transaction will involve replacement or exchange of any other product or plan, you will objectively consider all information provided by the consumer to ensure that the transaction is suitable.
15. **High Pressure Sales Tactics.** Agents/Brokers will not use any form of scare tactic, coercion, deception, sympathy appeal, false sense of urgency or other high-pressure tactic to cause a consumer or potential consumer to enter into any transaction. Agents/Brokers will always give clear and accurate information regarding their relationship with the Exchange and its carrier partners, and avoid the use of false, contextually misleading, or exaggerated statements.
16. **Product/Plan Review.** During every health plan review, Agents/Brokers will take steps to fully explain all benefits and exceptions as it pertains to each carrier. This includes plan costs to the consumer, such as monthly premiums, consumer out of pocket costs, and any reduction in costs due to subsidies.
17. **Prompt Consideration of Consumer Complaints.** It is inevitable that Agents/Brokers will sometimes commit mistakes or make initial decisions on claims which are not the right ones. These situations will generate consumer complaints. The important consideration is that when a complaint is received, the Agent/Broker treats it seriously, responds to the complaint with promptness and courtesy, and advises the consumer of his/her options when he/she is not satisfied with the response to his/her complaint. Agents/Brokers must cooperate with any and all requests from Nevada Health Link related to consumer complaints and must be responsive to Exchange communications and requests.
18. **Professional Conduct.** Agents/Brokers must be able to demonstrate that they have taken proactive steps to maintain their professional knowledge at levels that would equal currently recognized "best practices" standards, including, but not limited to, Exchange certification and training. Brokers must always conduct themselves in a professional manner and maintain professional communication standards when communicating with consumers, Exchange Staff/Nevada Health Link Representatives. Agents/Brokers must also maintain professional dress, grooming, presentation, and a professional setting, when conducting face-to-face and video conference interactions with Nevada Health Links consumers.
19. **Respect For Confidentiality.** In dealings with consumers and other insurance professionals, Agents/Brokers will learn information about policyholders and other interested parties that are sensitive. Such information must be always protected. Personal identifiable information (PII) must be

kept strictly confidential and not passed on to other parties without advance notice to the consumer or other individuals concerned. It is the responsibility of Agents/Brokers to safeguard the personal information of all consumers as well as access to the Exchange platform in accordance with this Acknowledgment.

All producers of insurance (Agents and Brokers) representing the Silver State Health Insurance Exchange (Exchange), the Nevada Health Link (NVHL) and its carrier partners are required to abide by this Code of Conduct.

Under the Affordable Care Act (ACA), state-based health insurance exchanges must actively monitor and regulate marketing practices and step in to promptly stop any misleading or deceptive marketing; ensure that incentives that Brokers receive are appropriate to guide consumers to good enrollment choices; and ensure that consumers who use Brokers will also be informed about how to contact their state's exchange and get further information from the exchange's website.

The Exchange incorporates values of honesty, integrity, fairness, impartiality, and transparency on the foundation of which the Code of Conduct was formed. All Brokers must respect and obey all federal, state laws and regulations, including the provisions of 45 CFR 155.220.

The Exchange has zero tolerance for noncompliant marketing behavior. Over and above compliance, Brokers are expected to act with the highest ethical standards in all their business dealings and always act in the best interest of consumers.

Those who violate standards in this Code of Conduct will be subject to compliance action, up to and including termination. All Brokers must cooperate with the Exchange in compliance inquiries and actions, and must maintain adequate communication with Exchange staff, including being accessible and responding appropriately to non-compliance-related communications from Exchange staff and representatives.

c. PRIVACY AND SECURITY STANDARDS

Use of Nevada Health Link Information Resources must comply with the **Silver State Health Insurance Exchange (SSHIX) Acceptable Use Agreement** and federal ACA privacy and security regulations outlined in 45 C.F.R. 155.260. Use of Nevada Health Link Information Resources is limited strictly to authorized Agent/Broker duties and permitted by the ACA and other applicable laws. Unauthorized use is a privacy/security violation and subject to penalty.

Penalties for Misuse of Information:

- Knowing/willful uses or disclosures of Nevada Health Link PII in violation of the ACA subjects the user or entity to a civil monetary penalty of not more than \$25,000 (adjusted annually) per use or disclosure in addition to other penalties prescribed by law (45 C.F.R. 155.285);
- Under the ACA, any person who, with negligence and disregard, fails to provide correct application information to Nevada Health Link may be subject to a maximum civil money penalty of \$25,000 for each application (45 C.F.R. 155.285(c)(1)(i)); and;
- Under the ACA, any person who knowingly and willfully provides false or fraudulent application information to Nevada Health Link may be subject to a maximum civil money penalty of up to \$250,000 for each application (45 C.F.R. 155.285(c)(1)(ii)).

d. Consumer Authorization and Consent



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Before accessing, collecting, using, maintaining, storing, or disclosing any Consumer, Applicant, Qualified Individual, or Enrollee information, the Agent/Broker shall obtain the individual's authorization in a form and manner prescribed by Nevada Health Link in accordance with 45 CFR 155.227. Such authorization must be obtained **prior** to providing assistance and **before** accessing any personally identifiable information (PII). The Agent/Broker shall:

1. Inform the individual, in clear and neutral language, of the Agent/Broker's role, including that the Agent/Broker is not acting as a tax advisor or attorney and cannot provide tax, legal, or immigration advice.
2. Obtain explicit authorization—verbal, electronic, or written as specified by Nevada Health Link—before collecting, accessing, using, maintaining, storing, or disclosing any PII for purposes of facilitating eligibility determinations, enrollment, application updates, appeals, or other authorized functions.
3. Use PII only for authorized Nevada Health Link functions, and only to the extent necessary to carry out those functions.
4. Maintain records of consumer authorization for the duration of ten years, and produce such records upon request for audit, oversight, or compliance review.
5. Provide Consumers with information on how to revoke their authorization at any time, and immediately cease accessing or using PII upon revocation, except as necessary to comply with legal or contractual obligations regarding data retention or protection.
6. Ensure that the Agent/Broker's Workforce members adhere to the same authorization, privacy, and security standards and receive appropriate training on the proper handling of PII.

III. CONTRACT ADMINISTRATION AND ENFORCEMENT

a. Effective Date, Term and Renewal. This Agreement becomes effective on the date that Agent/Broker electronically executes this Agreement and ends on December 31, 2027.

b. Termination For Cause.

1. An Agent/Broker may be determined noncompliant if Nevada Health Link finds that the Agent/Broker has violated—
 - (i) Any standard specified under 45 CFR 155.220;
 - (ii) Any term or condition of this Agreement or Code of Conduct;
 - (iii) Any State law or regulation applicable to Agents/Brokers including but not limited to State laws related to confidentiality and conflicts of interest;
 - (iv) Any Federal law applicable to Agent/Broker;
 - (v) Requirements related to proper system use, including but not limited to portal access, broker delegation, credential sharing, and unauthorized access, use, or disclosure of personal identifiable information (PII) or confidential data; or

(vi) Requirements related to fraud or abusive conduct, including but not limited to engaging in fraud, misrepresentation of consumer eligibility, falsification, or tampering with documentation.

2. If Nevada Health Link makes a specific finding of noncompliance or determines a pattern of noncompliance is sufficiently severe, Nevada Health Link may terminate an Agent/Broker Agreement for cause and rescind the Agent/Broker's certification for and access to the Nevada Health Link enrollment platform.

(i) Prior to termination, Nevada Health Link may issue notices of non-compliance and the Agent/Broker must comply with any required corrective action to the satisfaction of Nevada Health Link. Corrective action may include, but is not limited to, reeducation and recertification training;

(ii) Nevada Health Link will track non-compliance violations and share non-compliance issues or any compliance action taken by the Nevada Health Link with the DOI;

(iii) Nevada Health Link may refuse to recertify or renew certification for any Broker/Agent with a pattern of noncompliance or a single egregious violation, including but not limited to violations causing consumer loss of coverage or financial hardship such as gross reconciliation payback due to negligence, or due to non-cooperation such as adequate response and communication with Exchange staff or response to complaint or compliance matters.

3. Termination for Failure to Maintain Valid State Licensure: Agent/Broker acknowledges and agrees that valid State licensure is a precondition to Agent/Broker's authority under this Agreement. Accordingly, Nevada Health Link may terminate this Agreement if Agent/Broker fails to maintain valid licensure. Nevada Health Link may also immediately suspend an Agent/Broker's access to the Nevada Health Link platform upon learning that Agent/Broker did not maintain valid State licensure.

4. Protection of PII: If the Agent/Broker's Agreement is terminated, the Agent/Broker must continue to protect any personally identifiable information accessed during the term of the agreement.

5. Any Broker/Agent termination will bar said Broker/Agent from certification with Nevada Health Link for a minimum of six months.

6. If Nevada Health Link reasonably suspects that Agent/Broker may have engaged in fraud, severe misconduct, intentional wrongdoing, or in abusive conduct, Nevada Health Link may temporarily suspend the Agent/Broker Agreement or lock the broker's account to immediately limit access for further potential bad actions even if it's the first occurrence. Suspension will be effective on the date of the notice that Nevada Health Link sends to the Agent/Broker advising of the suspension.

(i) The Agent/Broker may submit evidence in a form and manner to be specified by Nevada Health Link, to rebut the allegation. If the Agent/Broker submits such evidence during the suspension period, Nevada Health Link will review the evidence and make a determination whether to lift the suspension within 30 days of receipt of such evidence. If the rebuttal evidence does not persuade Nevada Health Link to lift the suspension, or if the Agent/Broker fails to submit rebuttal evidence during the suspension period, Nevada Health Link may terminate the Agent/Broker's Agreement.

(ii) During the suspension period under paragraph 6 above and following termination of the Agreement, the Agent/Broker will not be registered with Nevada Health Link, or be permitted to assist with or facilitate enrollment, or be permitted to assist individuals in applying for advance payments of the premium tax credit and cost-sharing reductions for QHPs. The Agent/Broker must continue to protect any personally identifiable information accessed during the term of the agreement.

7. Security Incident: Nevada Health Link may immediately suspend the Agent/Broker's ability to transact information with Nevada Health Link if Nevada Health Link discovers circumstances that pose unacceptable risk to Nevada Health Link operations or the Nevada Health Link information technology systems until the incident or breach is remedied or sufficiently mitigated to Nevada Health Link's satisfaction.

- c. **Termination without cause.** Consistent with 45 CFR 155.220(f), either Party may terminate this Agreement without cause and for its convenience by sending the other Party written notice at least 30 days in advance of the date of intended termination. Prior to the date of termination, Brokers must notify all Exchange consumers within their book of business of the intended date of termination, continue to assist consumers with Exchange-related eligibility and enrollment services up until the date of termination, and provide such individuals with information about obtaining new broker representation on Nevada Health Link. This Agreement shall automatically terminate at the end of its term. The renewal of the Agreement will take place during the annual renewal period for eligible returning brokers of insurance.
- d. **Appeal of termination.** The appeal of any such termination shall be governed by the termination and reconsideration standards adopted by the Exchange and in accordance with 45 CFR 155.220(h). Agent/Brokers who have been decertified may be eligible to request reinstatement or appeal the decision in accordance with NVHL procedures. Requests must be submitted in writing within 60 calendar days of the date of the written termination notice from the Exchange. The Exchange will respond within 60 days of receiving the request for reconsideration, and this response will constitute a final determination. The Exchange retains the right to bypass the termination process described above and terminate a broker immediately when noncompliance is sufficiently egregious, as determined by the Exchange.
- e. **Notice.** All notices specifically required under this Agreement shall be given in writing and shall be delivered as follows:

If to Nevada Health Link:

Nevada Health Link
BrokerSupport@nvha.nv.gov

If to Agent/Broker:

to Agent/Broker's address, including email address, on record with Nevada Health Link through the registration process, and any updates Agent/Broker provides in the Nevada Health Link system.

Notices sent by hand, by overnight courier service or via email, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when the appropriate confirmation of receipt has been received; notices not given on a business day (*i.e.*, Monday – Friday excluding Federal holidays) between 9:00 a.m. and 5:00 p.m. local time where the recipient is located shall be deemed to have been given at 9:00 a.m. on the next business day for the recipient. Nevada Health Link and Agent/Broker may change their contact information for notices and other communications by providing thirty (30) days' written notice of such change in accordance with this provision.

f. Assignment and Subcontracting. Agent/Broker shall not assign this Agreement in whole or in part, whether by merger, acquisition, consolidation, reorganization, or otherwise, nor subcontract any portion of the services to be provided by Agent/Broker under this Agreement, nor otherwise delegate any of its obligations under this Agreement, without the express, prior written consent of Nevada Health Link, which consent may be withheld, conditioned, granted, or denied in Nevada Health Link's sole and absolute discretion. Agent/Broker further shall not assign this Agreement or any of its rights or obligations hereunder without the express, prior written consent of Nevada Health Link. If Agent/Broker attempts to make an assignment, subcontract its service obligations, or otherwise delegate its obligations hereunder in violation of this provision, such assignment, subcontract, or delegation shall be deemed void *ab initio* and of no force or effect, and Agent/Broker shall remain legally bound hereto and responsible for all obligations under this Agreement. Agent/Broker shall further be thereafter subject to such compliance actions as may otherwise be provided for under applicable law.

g. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. In the event that any provision of this Agreement is determined to be invalid, unenforceable, or otherwise illegal, such provision shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intention of the parties, and the remainder of the Agreement Acknowledgment shall be in full force and effect.

h. Disclaimer of Joint Venture. Neither this Agreement nor the activities of Agent/Broker contemplated by and under this Agreement shall be deemed or construed to create in any way any partnership, joint venture, or agency relationship between Nevada Health Link and Agent/Broker. Neither Nevada Health Link or Agent/Broker is, nor shall either Nevada Health Link or Agent/Broker hold itself out to be, vested with any power or right to bind the other contractually or to act on behalf of the other, except to the extent expressly set forth in the ACA and the regulations codified thereunder, including as codified at 45 CFR part 155.

i. Remedies Cumulative. No remedy herein conferred upon or reserved to Nevada Health Link under this Agreement is intended to be exclusive of any other remedy or remedies available to Nevada Health Link under operative law and regulation, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy now or hereafter existing at law or in equity or otherwise.

j. Compliance with Law. Agent/Broker covenants and agrees to comply with any and all applicable federal and State laws, statutes, regulations, or ordinances that are applicable to the conduct of the activities that are the subject of this Agreement, including but not necessarily limited to, any additional and applicable standards required by statute, and any regulations or policies implementing or interpreting such statutory provisions hereafter issued by HHS, IRS or Nevada Health Link. In the event of a conflict between the terms of this Agreement and any statutory, regulatory, or sub-regulatory guidance, the requirement that constitutes the stricter, higher, or more stringent level of compliance shall control.



Jennifer Krupp, MPH, MBA, PHP, Administrator
Division of Consumer Health Services



Stacie Weeks, JD, MPH, Director
Nevada Health Authority

k. **Governing Law and Consent to Jurisdiction.** This Agreement will be governed by the laws and common law of the State of Nevada, without regard to any conflict of laws statutes or rules. Agent/Broker further agrees and consents to the jurisdiction of Nevada's state court system, which includes municipal, justice, district, and the State Supreme Court and Federal Courts located within Nevada and the courts of appeal therefrom and waives any claim of lack of jurisdiction or *forum non conveniens*.

l. **Amendment.** Nevada Health Link may amend this Agreement for purposes of reflecting changes in applicable law or regulations, with such amendments taking effect upon thirty (30)-Days' written notice to Agent/Broker ("Nevada Health Link notice period"). Any amendments made under this provision will only have prospective effect and will not be applied retrospectively. Agent/Broker may reject such amendment, by providing to Nevada Health Link, during the Nevada Health Link notice period, thirty (30)-Days' written notice of its intent to reject the amendment ("rejection notice period"). Any such rejection of an amendment made by Nevada Health Link shall result in the termination of this Agreement upon expiration of the rejection notice period.

m. **Audit.** Agent/Broker agrees that Nevada Health Link, the Center for Medicare and Medicaid Services (CMS), the Comptroller General, the Office of the Inspector General of U.S.D.H.H.S., or their designees have the right to audit, inspect, evaluate, examine, and make excerpts, transcripts, and copies of any books, records, documents, and other evidence of Agent/Broker compliance with the requirements of this Agreement, upon reasonable notice to Agent/Broker and during Agent/Broker's regular business hours and at Agent/Broker's regular business location. Agent/Broker further agrees to allow reasonable access to the information and facilities requested by Nevada Health Link, CMS, the Comptroller General, the Office of the Inspector General, or their designees for the purpose of such an audit.

AGENT/BROKER AGREEMENT SIGNATURE

By signing this form, you, the Agent/Broker, affirm you have received, reviewed, and agree to comply with both the Nevada Health Link Agent/Broker Agreement and the SSHIX Acceptable Use Agreement.

I have read the **Nevada Health Link Agent/Broker Agreement** and the **SSHIX Acceptable Use Agreement** of Information Resources and understand and agree to comply with its provisions. I understand that violations may result in administrative, civil, or criminal action, including termination of access, removal from projects, revocation of system/facility access, licensing penalties, civil penalties, or imprisonment. I understand that exceptions must be authorized in writing by the Nevada Health Link security team. I also understand certain privacy law violations carry monetary and criminal penalties.

NAME (<i>PRINT</i>)	
SIGNATURE	
NPN	
DATE	