

# Georgia Access Navigator Grant Agreement

## I. Overview and Purpose

This Navigator Agreement is between Georgia Access and Georgia Access Navigator Grantees.

The purpose of the agreement is for Navigator Grantees participating in the State of Georgia's State-based Exchange to attest to compliance with state and federal requirements as outlined below. The term of this agreement extends from the date it is signed for activities preformed from 11/1/2024 until 12/31/2025.

## II. Definitions

- a. **Agents** – Agents are individuals who are licensed to sell health insurance products in Georgia and have received Georgia Access Certification. Agents can assist consumers with the consumer application and enrollment processes and can directly enroll consumers. Agents are appointed by Georgia Access Issuers to sell issuer plans and are compensated via issuer commission.
- b. **Exchange or Exchange Authority** – A health insurance exchange as contemplated by the PPACA, established or operating in this State, that facilitates or assists in facilitating enrollment in QHPs and QDPs. This definition includes Georgia Access, which was created pursuant to Ga. L. 2023, p. SB 65, O.C.G.A. § 33-1-23 and facilitates the sale of Qualified Health Plans and Qualified Dental Plans on the Exchange Platform. This definition also includes the federal platform for a State Based Exchange operating on the federal platform pursuant to 45 C.F.R. § 155.106(c).
- c. **Exchange Platform** – The technical platform which the State of Georgia makes available to health insurers to sell Qualified Health Plans and Qualified Dental Plans to Customers. Exchange Platform includes HeathCare.gov and the Federal Platform generally for a State Based Exchange operating on the federal platform pursuant to 45 C.F.R. § 155.106(c).
- d. **Georgia Access Specialists (GASs)** – GASs are individuals who are employed by or affiliated with a Certified Application Counselor Designated Organization (CDO) and are licensed and trained by the State of Georgia to assist consumers, small businesses, and their employees as they compare options and apply for health coverage through Georgia Access or the federal platform. GASs in Georgia are required to obtain the Georgia Access Specialist license. GASs are not permitted to enroll consumers into a health plan and are not allowed to provide specific health plan advice. These individuals are required to be unbiased, and their services are free to consumers.

- e. **Navigator Grantees** – Navigator Grantees are organizations or consortiums of organizations that apply for and receive Georgia Access Grants to provide health insurance application support to Georgia consumers. They are rooted in their community and well-positioned to use their existing relationships to assist Georgia consumers who are in need of health insurance coverage. Navigator Grantees are responsible for overseeing the work of individual Navigators, including providing training, managing day-to-day operations, and monitoring activities.
- f. **Navigators** – Navigators are individuals who are employed by or affiliated with a Navigator Grantee. Navigators help consumers with the health insurance application process and educate consumers regarding their coverage options, including assisting with understanding eligibility results, providing referrals, and providing language and accessibility support. Navigators are not permitted to enroll consumers into a health plan and are not allowed to provide specific health plan advice. These individuals are required to be unbiased, and their services are free to consumers.
- g. **State-based Exchange (SBE)** – An Exchange established by a State to offer individual market coverage utilizing a State Exchange platform or the Federal platform to support select eligibility and enrollment functions as described under 45 C.F.R. §§ 155.106(a); 155.106(c).

### **III. Duties of Navigator Grantees**

The role of Navigator Grantees is to conduct public education activities to raise awareness of the availability of qualified health plans; distribute fair and impartial information concerning enrollment in qualified health plans and the availability of premium tax credits and cost-sharing reductions; assist consumers with applying for 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.

Navigator Grantees 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 C.F.R. § 155.210, and statutory requirements of the State of Georgia, including Title 33 of the Official Code of Georgia Annotated.

Navigator Grantees 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 information technology privacy standards, the Exchange privacy policy, and guidelines in the Navigators, GASs, and Producers guidelines issued by the Exchange.

Each Navigator Grantee must follow the Georgia Access Fraud, Waste, and Abuse Policy:

Georgia Access prohibits fraud, waste, and abuse within its internal operations and among its external partners. The Exchange has processes in place to deter, prevent, identify, investigate, and resolve cases of fraud, waste, and abuse. In confirmed instances of fraud, waste, and abuse, Georgia Access coordinates across OCI divisions and state agencies to take action to correct the violation and prevent reoccurrence. Georgia Access conducts its operations in compliance with internal policies and procedures and all applicable provisions of federal and state laws and regulations regarding the detection and prevention of fraud, waste, and abuse.

Georgia Access stakeholders have an obligation to report suspected fraud, waste, and abuse related to Georgia Access, regardless of the individual or organization suspected of committing such wrongful actions.

All pending insurance fraud complaints follow O.C.G.A. § 33-1-9.

Each Navigator Grantee must attend the monthly Georgia Access meeting to review progress, receive instruction, and offer recommendations for improvement.

Additionally, each Navigator Grantee must submit its monthly report on the 15<sup>th</sup> of each month on the form provided by Georgia Access as well as its quarterly report on the 15<sup>th</sup> of March, June, September, and December also on the form provided by Georgia Access.

Additionally, each Navigator Grantee must host an outreach or education event for the benefit of Georgia consumers seeking health insurance.

#### **IV. Licensing and Certification Standards**

Navigator Grantees represent by their signatures to this agreement that all individual Navigators providing services under this agreement have:

- a. A valid, current active license as an Accident and Sickness insurance producer issued by the Office of Commissioner of Insurance and Safety Fire; or
- b. A valid, current active Georgia Access Certification as a Navigator issued by the Office of Commissioner of Insurance and Safety Fire.
- c. Completed all required training and achieved a passing score on all certification examinations.

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.

#### **V. Conflict of Interest Restrictions**

This section is applicable to individual Navigators overseen by the Navigator Grantee:

- a. Federal Conflict of Interest Restrictions for individual Navigators

Certified Navigators must comply with the following federal conflict of interest restrictions as outlined in 45 CFR § 155.215(a) (1):

- i. Entity must not be a health insurance issuer or an issuer of stop loss insurance.
- ii. Entity must not be a subsidiary of a health insurance issuer or an issuer of stop loss insurance and that their spouse or domestic partner has no relationship with a health insurance issuer, a stop loss insurance issuer or a subsidiary of both.
- iii. Entity must not be part of an association that does or will lobby on behalf of the insurance industry.
- iv. Entity must not receive any consideration from any health insurance issuer or issuer of stop loss insurance in connection with the enrollment of any individuals or employees in a QHP or non-QHP.
- v. Entity must remain free of conflict of interest during the term as a Navigator and to provide the consumers with the full range of health insurance options.

For entities seeking to qualify as an appointed Navigator under this agreement, you attest via your signature on this agreement that you will comply with the federal conflict of interest restrictions for a certified Navigator as summarized in section V b.

**b. Exchange Conflict of Interest Restrictions**

Navigator Grantees 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 enrollment 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 certified Navigator as described in this section, and will remain free of conflicts of interest during the term as a Navigator and that you understand that the Office of Commissioner 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.

## **VI. Training Standards**

In accordance with state and federal requirements, individual Navigators must complete the following to receive appointment with the Exchange:

- a. Consumer Assistance Entities must complete the Georgia Access Online Certification Course and Exam; achieve a passing score on all approved

certification examinations (prior to carrying out any consumer assistance functions) following completion of the HHS-approved training; agree to obtain continuing education and be certified and/or recertified on at least an annual basis; and be prepared to serve both the individual Exchange and SHOP.

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.

## **VII. Safeguarding Information**

All Navigator Grantees and individual Navigators 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 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.

## **VIII. Privacy Policy**

Navigator Grantees and individual Navigators have the implicit responsibility to safeguard the public's information and must adhere to the standards outlined in Georgia Access'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. 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.
- e. You further attest via your signature on this agreement that you will only create, collect, handle, disclose, access, maintain, store, and/or use PII of Consumers to carry out your required duties as a Navigator Grantee.

**THE UNDERSIGNED UNDERSTANDS THAT PENALTIES OF UP TO TWENTY-FIVE THOUSAND DOLLARS (\$25,000) FOR EACH SEPERATE VIOLATION EXISTS FOR ANYONE WHO KNOWINGLY AND WILLFULLY VIOLATES THE INFORMATION USE RESTRICTIONS OF PPACA § 1411(G) AND THAT GEORGIA ACCESS AND THE GEORGIA OFFICE OF COMMISSIONER OF INSURANCE AND SAFETY FIRE WILL PURSUE PENALTIES UNDER THIS SECTION FOR ANY SUCH VIOLATIONS.**

#### **IX. Data Retention**

Individual Navigators 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 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.
- c. In addition, 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. 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.

## **X. Signatures**

The provisions of this agreement are based on federal rules at 45 CFR § 155.210, 45 CFR §155.225, statutory requirements of the State of Georgia, and the policies and procedures of the Georgia Access. 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.

Name of Organization / Agency \_\_\_\_\_

Street: \_\_\_\_\_ City, State, Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Authorized Organizational Representative Signature \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_ Date: \_\_\_\_\_

By signing below, State agrees to the terms of this Agreement:

Authorized Georgia Access Representative Signature \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_ Date: \_\_\_\_\_