



Lori A. Weaver
Commissioner

Karen E. Hebert
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

ARC
30

May 22, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Contingent upon approval by the Fiscal Committee and Governor and Council of the corresponding request to transfer funds in the amount of \$1,000,750, pursuant to RSA 9:16-a, authorize authorize the Department of Health and Human Services, Division of Economic Stability, to enter into an Intergovernmental Agreement with the U.S. Department of Health and Human Services Centers for Medicare & Medicaid Services (CMS) (Vendor# 247234), Baltimore, Maryland, in the amount of \$5,000,000 to provide Medicaid income data and related services to the Department, effective upon Governor and Council approval through June 30, 2029. 75% Federal Funds, 25% General Funds.

Funds are available in the following account for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Years 2026, 2027, 2028 and 2029, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-045-451010-79930000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: HUMAN SERVICES-DEHS, BUREAU OF FAMILY ASSIST-FIELD, CLIENT SERVICES-DFA FIELD SVCS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	102-500731	Contracts for Prog Svc	TBD	\$1,000,000
2026	102-500731	Contracts for Prog Svc	TBD	\$1,000,000
2027	102-500731	Contracts for Prog Svc	TBD	\$1,000,000
2028	102-500731	Contracts for Prog Svc	TBD	\$1,000,000
2029	102-500731	Contracts for Prog Svc	TBD	\$1,000,000
			Total	\$5,000,000

EXPLANATION

The purpose of this request is to continue accessing CMS's Verify Current Income service on the Federal Data Services Hub, for use in supporting Medicaid eligibility determinations.

Federal law requires states to verify the income of applicants and current recipients when determining and redetermining Medicaid eligibility. Verify Current Income is the electronic data source currently used by the Department for this purpose.

Historically and through June 30, 2024, CMS will continue to provide the Department with access to Verify Current Income, funded 100% by CMS. On April 2, 2024, CMS finalized rules that transition the Verify Current Income service to a Medicaid-claimable service effective July 1, 2024, which requires states to cover twenty-five (25%) percent of the cost of the State's use of the Verify Current Income verification service.

To continue using the Verify Current Income verification service on the Federal Data Hub, starting July 1, 2024, the CMS requires that the State enter into an Intergovernmental Agreement with CMS and reimburse CMS for twenty-five (25%) percent of the cost of the State's use of the Verify Current Income service. Currently, there are no available alternative electronic data sources to verify income during the Medicaid eligibility determination and redetermination processes.

Should the Governor and Council not authorize this request the Department will be out of compliance with federal law, to determine or renew an individual's Medicaid eligibility. Failure to comply with federal law will result in a corrective action plan.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.778 FAIN #2405NHSADM

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,


Lor A. Weaver
Commissioner

**INTERGOVERNMENTAL COOPERATION ACT AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR MEDICARE & MEDICAID SERVICES (CMS)
AND
THE NH DHHS**

I. PURPOSE

This Agreement sets forth the terms and conditions governing the arrangement between the U.S. Department of Health and Human Services (HHS), the Centers for Medicare & Medicaid Services (CMS), and the NH DHHS (the parties), under which CMS will provide current sources of income data and related services to NH DHHS for use in performing and supporting eligibility determinations for advance payments of the premium tax credit (APTC) or cost-sharing reductions (CSRs), Medicaid, Children’s Health Insurance Program (CHIP), and Basic Health Program (BHP) (“insurance affordability programs”). The parameters of this Agreement are in accordance with the provisions of 45 CFR 155.320 as established in the HHS Notice of Benefit and Payment Parameters for 2025 (FR Document No. 2024-07274) (filed Apr. 5, 2024) (2025 Payment Notice).¹

II. INTEGRATION

This Agreement constitutes the entire agreement between CMS and NH DHHS with respect to the purpose described in section I above. There have been no representations, warranties, or promises made outside of this Agreement. The parties irrevocably waive any rights of appeal they might otherwise have had. This Agreement will take precedence over any other documents that may be in conflict with it solely with regard to CMS’s provision of access to current income data.

III. AUTHORITY

Transfer of Funds and Programmatic Authority:

The legal authority to enter into this Agreement is as follows: Title III of the Intergovernmental Cooperation Act of 1968², and its implementing guidance at the Office of Management and Budget (OMB) Circular No. A-97: Rules and regulations permitting Federal agencies to provide specialized or technical services to state and local units of government³ and A-25: User Charges.⁴ Additionally, the provisions in 45 CFR 155.320 as established in 2025 Payment Notice.

¹ Patient Protection and Affordable Care Act, HHS Notice of Benefit and Payment Parameters for 2025; Updating Section 1332 Waiver Public Notice Procedures; Medicaid; Consumer Operated and Oriented Plan Program; and Basic Health Program, FR Document No. 2024-07274 (filed Apr. 5, 2024); <https://www.federalregister.gov/public-inspection/2024-07274/patient-protection-and-affordable-care-act-hhs-notice-of-benefit-and-payment-parameters-for-2025>.

² Pub. L. 90-577.

³ <https://www.whitehouse.gov/wp-content/uploads/2017/11/Circular-097.pdf>.

⁴ Circular No. A-25 Revised. <https://www.whitehouse.gov/wp-content/uploads/2017/11/Circular-025.pdf>;

IV. BACKGROUND

Section 1413 of the Affordable Care Act (ACA) directs the Secretary of HHS to establish, subject to minimum requirements, a streamlined eligibility and enrollment process for enrollment in qualified health plans (QHPs) and insurance affordability programs. Section 1943(b)(3) of the ACA requires State Medicaid and CHIP agencies to participate in and comply with the requirements of the streamlined eligibility and enrollment process described in § 1413. Section 1411(c) of the ACA requires the Secretary to verify certain information provided by an applicant to an Exchange for the purpose of determining eligibility for enrollment in a QHP and insurance affordability programs.

Consistent with these requirements and implementing regulations, HHS maintains contracts with trusted data sources (TDSs) that enable State Medicaid and CHIP agencies and the Exchanges (including State Exchanges) to verify such information by receiving data from the TDS through a secure electronic interface referred to as the Federal Data Services Hub (FDSH, also referred to as “Hub”). HHS maintains contracts with multiples TDSs for the purpose of verifying different eligibility requirements for enrollment in a QHP and insurance affordability programs. As applicable here, CMS maintains a contract with a private, commercial company that enables States and the Exchanges, at their election, to access Current Sources of Income (CSI) data (*i.e.*, income data that is sourced from employer-reported income and job status data) through the Verify Current Income (VCI) Hub service for the purposes of verifying household income, generally when it cannot be verified by certain other TDSs (VCI Hub Service Contract).

As described in the 2025 Payment Notice, use of the VCI Hub service by State Exchanges and State Medicaid and CHIP agencies to implement eligibility verification requirements applicable to them is a State function. However, consistent with the requirements at section 1413 of the ACA (related to establishment and participation in a coordinated eligibility and enrollment system for all insurance affordability programs), which is incorporated into the Medicaid and CHIP statutes at sections 1943(b)(3) and 2107(e)(1), respectively, of the Social Security Act, in order to facilitate States’ access to this optional CSI data that is available through the VCI Hub service, CMS will continue to maintain contracts that enable States to efficiently access CSI data through the VCI Hub service. Having the NH DHHS access this service requires CMS to undertake specialized technical services, the costs of which CMS must be reimbursed by the NH DHHS

As a result, effective July 1, 2024, State Exchanges and State Medicaid and CHIP agencies that elect to use the VCI Hub service will be required to reimburse CMS for CMS’s costs attributable to NH DHHS’s access and use of CSI data through the VCI Hub service.

V. STATEMENT OF WORK

The parties agree to the following Roles and Responsibilities:

A. CMS’ Responsibilities:

1. CMS will provide access to CSI data through its VCI Hub Service Contract to NH DHHS in response to purchased transactions via the Hub or from a secure electronic file transfer (EFT) server submitted by a State Exchange or State Medicaid or CHIP agency for the purpose of determining eligibility for insurance affordability programs on applications submitted from that State, the District of Columbia, or U.S. territory. CMS cannot provide CSI data to NH DHHS after July 1, 2024 unless and until this Agreement is fully executed by all parties.

2. CMS will ensure the ongoing maintenance of the VCI hub service throughout the duration of the VCI Hub Service Contract.

3. CMS may cease providing access to CSI data through the VCI Hub service to NH DHHS under the following instances:

- (a) During periods of VCI Hub maintenance and when the VCI Hub services is unavailable due to factors beyond CMS's control, such as telecommunications or equipment failure;
- (b) Immediately upon any interruption of CMS's access to CSI data through the VCI Hub service under the VCI Hub Service Contract; and
- (c) If NH DHHS fails to remit reimbursement as required in section V.B.2 of this Agreement, in which case access will resume as soon as reasonably practicable after all such required payment has been made.

CMS may cease providing access to such data for the reasons described in section V.A.3.(a) and (b) of this Agreement without prior notice.

4. CMS will invoice NH DHHS for CMS's actual costs per month through monthly invoices (each an "Invoice"). CMS's actual costs per month are calculated by multiplying the actual number of purchased transactions in a month attributable to NH DHHS by the price per transaction for CMS to provide the VCI Hub service to NH DHHS, as provided in the Current Charge Amount (CCA) (Exhibit A). The price per transaction, in accordance with OMB Circulars No. A-97 and No. A-25, includes the negotiated contract rate per transaction and salaries and all other identifiable direct or indirect costs of performing such services attributable to NH DHHS's access to and use of the VCI Hub service, as determined by CMS, including the costs to invoice and collect payment from NH DHHS ("price per transaction"). The NH DHHS will be responsible for payment of any additional costs attributable to the NH DHHS.

5. The parties acknowledge and agree that CMS is not performing functions under this Agreement in its capacity as a Health Insurance Portability and Accountability Act of 1996 (HIPAA) covered entity or providing services that would make it a HIPAA business associate. The NH DHHS further acknowledges that CMS is not subject to HIPAA requirements for protected health information or any privacy or security requirements under New Hampshire state law with respect to the data or information to which CMS provides access under this Agreement.

B. NH DHHS Responsibilities:

- 1. The NH DHHS will establish a vendor management profile with CMS no later than Friday, July 19, 2024, unless otherwise directed by CMS, in order to establish the necessary billing information for receiving invoices. Further, the NH DHHS must keep this vendor management profile up to date and agree to update the vendor management profile with CMS within 10 calendar days of any change to the information set forth in the initial vendor management profile.
- 2. The NH DHHS must submit payment in the amount specified in each monthly Invoice to CMS via a CMS-approved method to be communicated by CMS to the invoiced party. Payment must be made within the timeframe set forth in the Invoice.

3. Upon execution of this agreement, the NH DHHS _____ must submit, to CMS, a completed State Contact List (set forth in Exhibit B to this Agreement) that identifies the appropriate State officials to serve as the points of contact for communications related to this Agreement and the services provided under this Agreement, including invoicing and payment. The NH DHHS _____ shall provide CMS with an updated State Contact List, via electronic delivery to your respective NH DHHS _____ state officer, within 10 calendar days of any change to the points of contact and/or a designated official's contact information listed in the State Contact List set forth in Exhibit B of this Agreement.
4. The NH DHHS _____ reserves the right to terminate utilization of VCI Hub services at any time. By continuing to access VCI Hub services NH DHHS _____ accepts responsibility for and acknowledges the actual costs identified in the Current Charge Amount (CCA) set forth in Exhibit A to this Agreement in effect on the date the NH DHHS _____ completes a purchase transaction via the VCI Hub service that returned matched CSI data.

VI. DURATION OF AGREEMENT

This Agreement is effective when signed by all necessary parties and will terminate June 30, 2029. The parties' performance under this Agreement is contingent on the NH DHHS _____ meeting the obligations referenced in this Agreement. The obligations in sections V.A.4 and V.B.2 shall survive termination of this Agreement, that is NH DHHS _____ must reimburse CMS for any costs CMS incurred under this Agreement.

VII. COLLECTION OF DEBTS

If NH DHHS _____ does not make full payment of the amount specified in an Invoice by the date required therein, CMS will send NH DHHS _____ a letter demanding that NH DHHS _____ pay the outstanding balance due within 30 calendar days after the date of such letter ("Demand Letter"). If full payment of the amount specified in the Demand Letter is not timely paid, the amount owed will be considered delinquent pursuant to 45 C.F.R. § 30.2. The debt will be collected pursuant to applicable debt collection authorities, including the Debt Collection Improvement Act at 31 U.S.C. § 3701, et seq., the Federal Claims Collection Standards at 31 U.S.C. Part 900, and HHS' claims collection authorities at 45 C.F.R. Part 30. The authorities include those that prescribe government-wide standards for administrative collection, compromise, disclosure of debt information to credit reporting agencies, referral of claims to private collection contractors for resolution, referral to the Department of Justice for litigation, and referral to the U.S. Department of Treasury (the Treasury) for collection. In addition, CMS reserves the right to use any other means available under applicable law to collect any debt.

Should the debt become delinquent, CMS will assess interest, administrative costs of \$15 per unpaid balance, and late payment penalties in accordance with HHS claims collection regulation at 45 C.F.R. § 30.18. Interest will accrue in full 30-day periods; simple interest shall be charged on the outstanding principal balance of the debt starting with the date of the Demand Letter and for every 30-day period thereafter, until the debt is paid in full. Pursuant to 45 C.F.R. §§ 30.12(b)(2)(ii), 30.17, and 30.22(b) if NH DHHS _____ unable to make payment in full at the time of an Invoice, NH DHHS _____ may request a repayment agreement by emailing CMS at _____ with the subject line "Repayment Agreement Request." Pursuant to 45 C.F.R. § 30.18(f), partial or

installment payments will be applied to administrative costs and interest first before applying to the principal balance of the debt.

If full payment is not received 60 calendar days after the date of the Demand Letter, CMS will send NH DHHS a letter notifying NH DHHS of the amount of the debt past due, including interest and administrative costs, and CMS's intent to refer the delinquent debt to the Treasury Debt Management Services for Cross Servicing and Offset of Federal Payments ("Intent to Refer Letter"). If the debt remains unpaid 140 calendar days from the date of the Invoice, pursuant to 31 U.S.C. § 3711(g), the debt will be referred to the Treasury's Debt Management Services for Cross Servicing and Offset of Federal Payments. Should the debt be referred to the Treasury, additional administrative costs and/or penalties may apply and interest will continue to accrue.

If NH DHHS has filed a petition for bankruptcy (if permitted by federal law) or if NH DHHS is in insolvency, receivership, or liquidation proceedings, please notify CMS at CCIIOInvoices@cms.hhs.gov. All financial obligations will be resolved in accordance with the applicable Federal laws. Documentation supporting NH DHHS's status, along with a copy of the Invoice or Demand Letter, must be submitted. When notifying CMS about the bankruptcy, insolvency, receivership, or liquidation, please include the name that the proceeding is filed under; the docket number; and the federal or state court or administrative body where it is filed.

VIII. DUPLICATION

Full implementation of this Agreement will not duplicate any existing agreements.

IX. MODIFICATION AND TERMINATION

A. Modification

1. CMS reserves the right to amend the Current Charge Amount (CCA) set forth in Exhibit A of this Agreement when it becomes necessary due to changes in the actual costs or volume of purchased transactions via the VCI Hub service that returned matched CSI data. CMS will provide 30 calendar days' notice of an amendment to the CCA with electronic delivery to the NH DHHS.
2. The NH DHHS reserves the right to updated State Contact List as set forth in Exhibit B of this Agreement. The NH DHHS will provide 10 calendar days' notice of an amendment to the State Contact List with electronic delivery to your respective NH DHHS state officer.
3. Any other modification or amendment of this Agreement must be agreed to by both parties in writing, including any modifications to incorporate new sections or language as required to ensure compliance with parties' legislative mandates and internal policies and processes.

B. Termination

1. Except as otherwise provided in this Agreement, either party may terminate this Agreement by giving the other party 30 calendar days' notice in writing. If the NH DHHS terminates its order for the services described under this Agreement, CMS is authorized to

collect costs incurred under this Agreement prior to cancellation of the NH DHHS _____'s order, plus any termination costs charged to CMS.

2. CMS may terminate this Agreement for cause upon notice to NH DHHS _____ if NH DHHS _____ fails to timely meet its responsibilities in section V.B of this Agreement. CMS is authorized to collect costs incurred under this Agreement prior to cancellation, plus any termination costs charged to CMS.
3. This Agreement will automatically and immediately terminate in the event that the VCI Hub Service Contract held by CMS is terminated for any reason. NH DHHS _____ must reimburse CMS for any costs CMS incurred under this Agreement prior to the termination of the VCI Hub Service Contract.

X. INFORMATION PRIVACY AND SECURITY

This Agreement has been reviewed for privacy and information security implications.

To the extent that CMS maintains in its systems any data used to provide services under this Agreement, CMS will maintain such information in information technology systems that are compliant with applicable requirements under the Federal Information Security Management Act of 2002, 44 U.S.C §§ 3541-3549, as amended by the Federal Information Security Modernization Act, 44 U.S.C. §§ 3551-3558 (FISMA).

The parties to this Agreement will ensure the terms are in compliance with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998, and to implement the Department of Health & Human Services' *HHS Policy for Section 508 Electronic and Information Technology (EIT)* issued January 2005.

XI. SIGNATURES

The parties below from CMS and NH DHHS _____ are agreeing to this Agreement on behalf of CMS and the NH DHHS _____. If this Agreement is entered into by both the N/A _____ and the N/A _____ as joint users of one VCI Hub services connection, CMS's costs attributable to N/A _____'s access and use of CSI data through that one VCI Hub service connection will be reimbursed through one invoice. The N/A _____ and the N/A _____ are responsible for allocating costs amongst themselves and ensuring the Invoice is paid on time and in full.

Jeffrey Grant -  Digitally signed by Jeffrey Grant
Date: 2024.05.03 15:36:38 -04'00'

Jeffrey Grant
Deputy Director for Operations
Center for Consumer Information and Insurance Oversight
Date

State Official's Name **Ann Landry**
State Official's Title **Associate Commissioner**
INSERT SMA or SBE Name **NH DHHS**
Date **05/02/24**

State Official's Name **Henry Lipman**
State Official's Title **Medical Director**
INSERT SMA or SBE Name **NH DHHS**
Date **05/02/24**

State Official's Name **Karen Hebert**
State Official's Title **Director, Division of Economic Stability**
INSERT SMA or SBE Name **NH DHHS**
Date **05/02/24**

State Official's Signature

Ann Landry

Digitally signed by Ann Landry
Date: 2024.05.02 11:10:06 -04'00'

State Official's Signature

Henry D Lipman

Digitally signed by Henry D Lipman
Date: 2024.05.02 12:18:12 -04'00'

State Official's Signature

Karen Hebert

Digitally signed by Karen Hebert
Date: 2024.05.02 18:46:45 -04'00'

Exhibit A

Current Charge Amount (CCA) effective as of July 1, 2024.

The price for each transaction that returns matched CSI data from the VCI Hub service (“price per transaction”) includes all identifiable direct or indirect costs to CMS for performing the services attributable to this Agreement, as required under the Intergovernmental Cooperation Act Agreement (IGCA).

CMS has determined the price per transaction to be the negotiated contract rate set forth in Table 1 below based upon the date the transaction occurred plus \$0.12, which comprises reimbursement of CMS’s cost of salaries and all other identifiable direct or indirect costs of performing such services as described in this agreement, including the cost to invoice and collect reimbursements from NH DHHS as estimated from the best available records of the agency:

Table 1	Tier 1 transaction (current within 0-45 days of query)*		Tier 2 transaction (current within 46-90 days of query)*	
	Contract Rate	Price per Transaction	Contract Rate	Price per Transaction
9/30/2023 - 9/29/2024	\$4.98	\$5.10	\$4.74	\$4.86
9/30/2024 - 9/29/2025	\$5.91	\$6.03	\$5.64	\$5.76
9/30/2025 - 9/29/2026	\$6.96	\$7.08	\$6.69	\$6.81
9/30/2026 - 9/29/2027	\$8.21	\$8.33	\$7.95	\$8.07
9/30/2027 - 9/29/2028	\$9.70	\$9.82	\$9.43	\$9.55
<i>The contract rate column shows the negotiated contract rates as of 9/29/2023.</i>				

* For the purpose of this table, a Tier 1 transaction is a transaction that returned income data that is determined to be current within 0-45 days of the date the VCI Hub service submits the NH DHHS request. A Tier 2 transaction is a transaction that returned income data that is determined to be current within 46-90 days of the date of the VCI Hub service submits the NH DHHS request.

The price per transaction is calculated and charged in accordance with the Intergovernmental Cooperation Act and interpretive OMB Circulars No. A-97⁵ and A-25.⁶

This CCA will remain in effect until a revised CCA is issued as set forth in section IX of the Agreement. CMS reserves the right to amend the CCA when it becomes necessary due to changes in the actual costs or volume of purchased transactions via the VCI Hub service that returned matched CSI data. CMS will provide 30 days’ notice of an amendment to the CCA with electronic delivery to the NH DHHS

⁵ <https://www.whitehouse.gov/wp-content/uploads/2017/11/Circular-097.pdf>.

⁶ See Circular No. A-25 Revised. <https://www.whitehouse.gov/wp-content/uploads/2017/11/Circular-025.pdf>. See also Circular No. A-97. <https://www.whitehouse.gov/wp-content/uploads/2017/11/Circular-097.pdf>.

Exhibit B
State Contact List effective as of July 1, 2024

The NH DHHS _____ has designated the below points of contact for this Agreement. These individuals have the authority to enter into this Agreement, as a signatory, or are authorized to process payment of invoices, as the billing contact, on behalf of the NH DHHS _____ :

Medicaid/CHIP signatory

State Official's Name: Henry Lipman
State Official's Title: Medicaid Director
Address: 129 Pleasant Street, Concord, NH 03301
Phone: 603-271-9434
Email: henry.d.lipman@dhhs.nh.gov

Medicaid/CHIP state official's signature

Digitally signed by
Henry D Lipman
Date: 2024.05.02
12:18:33 -04'00'

Medicaid/CHIP signatory

State Official's Name: David Chorney
State Official's Title: Deputy Medicaid Director
Address: 129 Pleasant Street, Concord, NH 03301

Medicaid/CHIP state official's signature

Digitally signed by
David A. Chorney
Date: 2024.05.02
11:07:29 -04'00'

Phone: 603-724-8144
Email: david.a.chorney@dhhs.nh.gov

Billing Contact for

State Billing Contact's Name: Jordan McCormick
State Billing Contact's Title: Director of Medicaid Policy and Clinical Prq
Address: 129 Pleasant Street, Concord, NH 03301
Phone: 603-731-5484
Email: jordan.m.mccormick@dhhs.nh.gov

Billing Contact official's signature

Digitally signed by
Jordan McCormick
Date: 2024.05.02
11:04:16 -04'00'

Secondary Billing Contact for

State Secondary Billing Contact's Name: Karen Chartier
State Secondary Billing Contact's Title: Administrator of Field Operations
Address: 129 Pleasant Street, Concord, NH 03301
Phone: 603-271-9658
Email: Karen.M.Chartier@dhhs.nh.gov

Secondary Billing Contact official's signature

Digitally signed by
Karen Chartier
Date: 2024.05.02
13:35:37 -04'00'