



**The State of New Hampshire
Insurance Department**

21 South Fruit Street, Suite 14
Concord, NH 03301
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Christopher R. Nicolopoulos
Commissioner

David J. Bettencourt
Deputy Commissioner

February 25, 2021

Sent via email to:

john.maynard@cms.hhs.gov

rochelle.prentice@cms.hhs.gov

1332-WaiverSupport@cms.hhs.gov

Dear Mr. Maynard:

Pursuant to Number 11 of the Specific Terms and Conditions for New Hampshire's Section 1332 Waiver, the New Hampshire Insurance Department is submitting the attached operations report. Please let us know if you have any questions or would like additional information.

Sincerely,

Maureen Mustard

Maureen Mustard

**New Hampshire Section 1332 Waiver
Operations Report
February 25, 2021**

On August 5, 2020, the Departments of Health and Human Services and Treasury approved New Hampshire's Section 1332 Waiver for a state-based reinsurance program. The waiver and the Reinsurance Program became effective as of January 1, 2021. Pursuant to Number 11 of the Specific Terms and Conditions for New Hampshire's Section 1332 Waiver, the New Hampshire Insurance Department (NHID) is submitting the following operations report. The report outlines key aspects of the operational design of the program, including carrier and claim eligibility, program parameters, claims submission, and claims processing and payment.

I. Program Eligibility

Eligible Entities

Health insurance carriers that issue coverage in New Hampshire's individual market (excluding transitional and grandfathered policies) are eligible to participate in the New Hampshire Reinsurance Program (Reinsurance Program). The carriers currently eligible to participate are: Anthem New Hampshire, Harvard Pilgrim Health Care, and Centene (doing business as Ambetter).

New Hampshire Health Plan (which, pursuant to the waiver approval, is administering the Reinsurance Program) may establish an eligible entity enrollment process for the Stabilization Program from year-to-year, if deemed necessary for the efficient operation and administration of the Reinsurance Program. If an enrollment process is established, a carrier would be required to enroll at the time and in the manner specified by the New Hampshire Health Plan (NHHP) Board in order to participate in the Reinsurance Program. Given the small number of carriers currently eligible, NHHP did not establish an enrollment process for 2021.

To participate in the Reinsurance Program, an eligible entity must comply with all rules, policies, procedures, duties, obligations, and other requirements adopted or established in connection with the Reinsurance Program, including:

- As a condition of receiving payments from the Reinsurance Program, an eligible carrier must provide, for each benefit year, all data and information required by the Reinsurance Program in the manner and format and within the timeline required by the program. The information the carriers are currently required to submit includes:
 - The name and company code assigned to the carrier by the National Association of Insurance Commissioners (NAIC);
 - The entire total amount of paid claims for the carrier's reinsurance eligible claimants for the benefit year;
 - The total amount of the paid claims portion of carrier's total reinsurance eligible claims that fall between the Attachment Point and the Reinsurance Cap (defined below); and

- An attestation signed by an executive officer of the carrier stating that the information is accurate as of the date of submission.
- In accordance with state filing requirements, participating carriers must submit two sets of rates to the NHID for all plans eligible for participation in the Reinsurance Program as part of the annual plan and rate filing process: “with waiver” rates that include the anticipated impact of any Reinsurance Program payments on rates; and “without waiver” rates that show the anticipated rates without any Reinsurance Program payments. The with and without rates must be reflective of the carrier’s estimated actuarial impact that the Reinsurance Program will have on the carrier’s plan(s) for the upcoming benefit year.
- An eligible carrier must continue to administer and manage the insurance policy for any risk reinsured through the program in accordance with: (i) the terms of the insurance policy, including, but not limited to, all related schedules of benefits, certificates of coverage, and other documents describing the terms of coverage under the policy; (ii) the carrier’s usual and customary claims adjudication and utilization management processes; and (iii) the insurance law of the state of New Hampshire.

Eligible carriers must also submit a description of the carrier’s care management program at least annually, with any updates to be provided on a timely basis. These submissions – which will be transmitted to the Insurance Commissioner - should demonstrate the carrier’s ability to identify and help manage the care of potential higher cost claimants to ensure the appropriateness of health care services delivered.

NHHP has sent a request for these submissions to each carrier currently participating in the program. Carriers are expected to submit the descriptions of their care management protocols during the first quarter of 2021 (and at least annually thereafter) for review by the NHID. One of the three carriers submitted its plan in February. Carriers have been notified that any updates to their care management programs made during 2021 must be submitted no later than December 31, 2021.

Eligible Claims

Health insurance claims incurred under insurance policies issued in New Hampshire’s individual market (excluding transitional and grandfathered plans) are eligible for reimbursement under the Reinsurance Program, subject to the following:

- The carrier that issued the plan must satisfy participation criteria, as outlined above.
- The claim must be eligible for inclusion as an incurred claim in applicable program plan year pursuant to 45 CFR 158.140, and must be paid within the six months following the applicable program plan year.
- No claim for an individual will be eligible for reimbursement until all covered claims incurred for the individual under the applicable health insurance policy during that plan year have met the specific Attachment Point established for that plan year, as outlined further below. Further, no covered claim for an individual will be eligible for reimbursement under the program once the total claims for that individual under the applicable health insurance policy reach the program’s annual Reinsurance Cap, as discussed further below.

NHHP has established an Actuarial Workgroup comprised of the senior actuaries at the health insurance carriers issuing non-transitional, non-grandfathered coverage in New Hampshire’s

individual market. As needed, that workgroup will discuss any claims-related policies that arise. For example, the workgroup has discussed how claims of newborns should be adjudicated, recommending that claims of newborns be submitted for reinsurance coverage consistent with the state's required coverage of newborns under the mother's insurance coverage for the first 30 days.

II. Program Parameters

New Hampshire's Reinsurance Program has three key financial parameters:

- The Attachment Point is the threshold aggregate that claims for an individual under an eligible plan must reach in order for future claims to be eligible for reimbursement under the Reinsurance Program.
- The Reinsurance Cap is the aggregate amount at which claims for an individual under an eligible plan are no longer eligible for reinsurance reimbursement.
- The Coinsurance is the percentage of reimbursement available for eligible claims.

These parameters will be approved annually for the Reinsurance Program by the NHID, based on recommendations by the NHHP Board. The NHID initially required the reinsurance parameters to be established by February 1st of the year prior to the applicable plan year, as reflected in New Hampshire's waiver application. Due to a need for more data to be available to inform the development of parameters, however, the NHID issued a Supplemental Order on September 30, 2020 changing that deadline to a later date. NHHP is targeting a date of March 31st of the year prior to the applicable plan year. However, we will adapt the timeline as needed this year given new information just received this month from the Centers for Medicare and Medicaid Services (CMS) regarding New Hampshire's pass-through funding analysis and the possibility of federal legislative changes from a budget reconciliation bill under consideration that would affect pass-through funding amounts starting this year. NHHP and NHID are discussing with the Actuarial Workgroup when carriers need final parameters in order to finalize 2022 rates in accordance with federal and state timelines.

The parameters for the Reinsurance Program for 2021 are as follows:

- Attachment Point: \$60,000
- Reinsurance Cap: \$400,000
- Target Coinsurance: 74%

NHHP and its actuaries (Leif Associates) have begun work with the Actuarial Workgroup to identify recommended program parameters for 2022. That work began in December 2020 and is expected to continue through March 2021. Leif Associates is reviewing claims data from the carriers for 2019 and 2020 and developing draft parameters. The workgroup met on February 9, 2021 to review the Leif Associates' findings and assumptions, including necessary adjustments for the COVID-19 effects. That information was then discussed with the NHHP Board at its meeting on February 18, 2021. The workgroup will meet again on March 16, 2021 to review and provide feedback on draft parameters from Leif Associates. A proposal will then be made to the NHHP Board on March 25, 2021, which will vote on a recommendation to be

presented to the NHID for approval.

III. Claims Submission

The New Hampshire Reinsurance Program is structured to reimburse eligible carriers in an aggregate payment following the conclusion of the plan year. The program will not reimburse eligible claims individually. Consequently, New Hampshire will aggregate reporting to determine carrier reimbursement while preserving the right to audit specific claims if needed. On December 17, 2020, NHHP entered into an intergovernmental agreement with CMS to receive EDGE Server reports regarding claims incurred beginning January 1, 2021. The Interagency EDGE Server Intergovernmental Agreement between CMS and New Hampshire is attached as Appendix 2.

These EDGE Server reports will be received on a monthly basis and will provide cumulative data for each carrier showing:

- Total enrollee count and member months;
- Total claim count and allowed amount;
- Total paid amount;
- Total paid amount above Attachment Point but at or below Reinsurance Cap; and
- Total Reinsurance Program payment amount.

Each eligible carrier will also submit a supplemental “Covered Claims Summary” submission form on or before July 31st of the year following the applicable plan year (starting on July 31, 2022). This form will contain the total eligible claim paid amount that falls between the Attachment Point and Reinsurance Cap for the applicable year. NHHP is utilizing the Actuarial Workgroup described above to advise on the creation of the Covered Claims Summary form. We anticipate that this supplemental form will be prepared in final format by September 1, 2021.

Carriers will be allowed to submit corrections of errors within 30 days of error identification but in no case later than August 1st of the year following the applicable plan year (starting on August 1, 2022).

IV. Claims Processing and Payment

NHHP will use the monthly EDGE Server reports to track anticipated liability under the Reinsurance Program and to determine initial payments due to carriers. Based on the EDGE Server reports received through May 31st of the year following the applicable plan year (beginning with May 31, 2022), NHHP will issue an initial payment to each eligible carrier equal to 80% of the estimated payment.

Following the carriers’ submission of the supplemental Covered Claims Summary forms, which will contain a final total of eligible claims for reimbursement from each carrier, the amount on that form will be compared to the amount contained in the final (May) EDGE Server report. If the total eligible claims amount contained in the supplement Covered Claim Summary form is within 2.5% of the EDGE Server Report amount, then the amount on the Covered Claim Summary form will be accepted as the basis for making the final Reinsurance Program payment

to the carrier, as outlined below. If the requested amount exceeds 2.5% of the EDGE Server Report, then additional information will be sought to allow NHHP to review claims detail before a final payment determination is made.

Once NHHP has concluded any analysis and deemed the Covered Claims Summary complete, NHHP will calculate a final reinsurance percentage for payment of eligible claims. This percentage will be set to exactly pay out all of (and only) the available funds for the year. Based on this final percentage and the submitted and completed Covered Claims Summary forms, a total payment owed to each carrier will be calculated. This amount will be compared to the initial payment made in July (based on 80% of estimated liability from the May EDGE Server report) and the difference will be paid to the carrier by October 10, 2022 as a final payment.

All submitted claims reimbursement requests are subject to audit verification at the discretion of NHHP.

Eligible entities are required to notify NHHP of any third-party recoveries received for claims for which reinsurance payments were received or are sought. This notification should occur within 10 days of receipt of such recoveries. NHHP has the right to offset any final payment amount owed against the applicable third-party recovery received. Once NHHP has made its final payment for the year, then no subsequent offset for third-party recoveries received after the final payment date for claims paid that year will be made.

Appendix 1

New Hampshire Insurance Department Supplemental Order



The State of New Hampshire
Insurance Department
21 South Fruit Street, Suite 14
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TDD Access: Relay NH 1-800-735-2964

Christopher R. Nicolopoulos
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

**In the Matter of
The Individual Health Insurance Market
in New Hampshire**

Docket: INS No. 20-009-AP

SUPPLEMENTAL ORDER

Factual Background:

On February 25, 2020, the Commissioner of the New Hampshire Insurance Department (the "Department") issued an Order (the "Initial Order") stating his findings of fact regarding the individual health insurance market in New Hampshire and ordering the New Hampshire Individual Health Plan Benefit Association, d/b/a New Hampshire Health Plan ("NH Health Plan") to develop and submit to the Department for approval a plan of operation for a reinsurance risk mechanism pursuant to New Hampshire RSA 404-G:12, that contemplates an application by the State to the federal government for a Section 1332 State Innovation Waiver under the Affordable Care Act (the "1332 Waiver").

Pursuant to the Initial Order, the NH Health Plan Board of Directors amended its existing plan of operations to establish a plan of operations for an individual health insurance market stabilization program known as the New Hampshire Reinsurance Program (the "Reinsurance Program"), which included a recommendation that the

State apply for a 1332 Waiver (the "Reinsurance Program Plan of Operation").

The Commissioner approved the Reinsurance Program Plan of Operation and on April 23, 2020, submitted an application on behalf of the State for the Section 1332 Waiver, (the "Waiver Application"). The Waiver Application named NH Health Plan as the Administrator of the Reinsurance Program.

The Waiver Application was approved by the U.S. Department of Health & Human Services and the U.S. Department of the Treasury (the "Departments"), subject to certain terms and conditions (the "Terms and Conditions"), on August 5, 2020.

The federal support of the Reinsurance Program under the 1332 Waiver will be issued in the form of a grant ("Federal Funding"). Pursuant to RSA 420-N:6-a, the NH Health Plan, created pursuant to RSA 404-G, shall be eligible to draw down federal pass through funding to support this mechanism. Hence, the Commissioner and the NH Health Plan have determined that it will be most effective and efficient for the Federal Funding to be distributed directly to the NH Health Plan, as Administrator of the Reinsurance Program, and for the NH Health Plan to be subject to the Terms and Conditions.

In the process of preparing the Reinsurance Program Plan of Operations, the Waiver Application and the acceptance of the Federal Funding and the Terms and Conditions, it has been determined that the estimated reinsurance parameters and estimated premium savings should be published by the NH Health Plan on or before March 31 of the preceding year, and not by February 1, as contemplated by the Department ' s Initial Order.

Directives Pursuant to this Order:

1. In its role as the Administrator of the Reinsurance Program, the NH Health Plan shall take all actions necessary to qualify as the direct recipient of, and to accept and receive, the Federal Funding; provided that the NH Health Plan will not be required to take any action that will require it to expend its own funds or incur liability beyond the expenditures and obligations contemplated by the Reinsurance Program Plan of Operation , as amended pursuant to this Supplemental Order and as it may be amended from time to time with the approval of the Commissioner.

2. In the performance of its duties as the Administrator of the Reinsurance Program, the NH Health Plan shall receive and use the Federal Funding in accordance with RSA 404-G, the Terms and Conditions, and the Reinsurance Program Plan of Operations, as amended pursuant to this Supplemental Order and as it may be amended from time to time with the approval of the Commissioner.

3. The Department will assist the NH Health Plan, as needed , to work cooperatively, in complying with the requirements imposed by the Terms and Conditions, including but not limited to, requests for suspension, withdrawal, termination, amendment or extension of the 1332 Waiver, quarterly and annual reporting requirements , and the conduct of a post-award forum.

4. No later than 30 days from today's date, the NH Health Plan shall amend and submit to the Commissioner for approval, the Reinsurance Program Plan of Operations to: (i) reflect its status as the grant recipient of the Federal Funding; (ii) state the commitment of the NH Health Plan and the Department to work cooperatively in complying with the Terms and Conditions; and (iii) change the deadline for publishing the estimated reinsurance parameters and estimated premium savings of the Reinsurance Program to March 31 of the preceding year.

SO ORDERED.

Date: 9/30, 2020


Christopher R. Nicolopoulos, Commissioner

Appendix 2

EDGE Server Intergovernmental Agreement

**AGREEMENT BETWEEN
THE U.S. DEPARTMENT OF HEALTH AND HUMAN
SERVICES CENTERS FOR MEDICARE & MEDICAID
SERVICES (CMS) AND
THE STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE HEALTH PLAN
(NHHP)**

I. PURPOSE

This Agreement sets forth the terms and conditions governing the arrangement between the U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services (CMS), and the New Hampshire Health Plan (NHHP) on behalf of the State of New Hampshire, under which CMS will calculate reinsurance payments to issuers participating in the State of New Hampshire's reinsurance program under New Hampshire's State Innovation Waiver under section 1332 of the Patient Protection and Affordable Care Act (PPACA).

II. INTEGRATION

This Agreement including any attachments, as well as the Standard Terms and Conditions applicable to New Hampshire's State Innovation Waiver under section 1332 of the PPACA, constitute the entire agreement between CMS and the NHHP with respect to their subject matter. There have been no representations, warranties, or promises made outside of this Agreement or the Standard Terms and Conditions. This Agreement will take precedence over any other documents that may be in conflict with it solely with regard to CMS' calculation of reinsurance payments under the State of New Hampshire's reinsurance program and New Hampshire's compensation to CMS for such services.

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 1968, 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 government.

IV. BACKGROUND

Section 1332 of the PPACA permits a state to apply for a State Innovation Waiver (referred to as a section 1332 waiver or a State Relief and Empowerment Waiver) to pursue innovative strategies for providing their residents with access to higher value, more affordable health coverage. States can request that the Secretaries of Health and Human

Services (HHS) and the Department of the Treasury (collectively, the Secretaries) waive certain provisions of the PPACA provided that a state's waiver application meets specific statutory requirements: (1) will provide coverage that is at least as comprehensive as coverage defined in PPACA's section 1302(b) and offered through Exchanges established under title I of the PPACA; (2) the proposal will provide coverage and cost-sharing protections against excessive out-of-pocket spending that are at least as affordable for the state's residents as would be provided under title I of PPACA; (3) the proposal will provide coverage to at least a comparable number of the state's residents as would be provided under title I of PPACA; and (4) the proposal will not increase the federal deficit.

On October 24, 2018, the Centers for Medicare and Medicaid Services (CMS) and the Department of the Treasury (collectively, the Departments) published guidance that provided information on how state waiver applications would be evaluated based on the four statutory guardrails. The guidance also stated that CMS may provide services in support of the state's section 1332 waiver plan under Title III of the Intergovernmental Cooperation Act of 1968 (ICA) OMB Circular No. A-97. The ICA is intended to: 1) encourage intergovernmental cooperation in the conduct of specialized or technical services and provisions of facilities essential to the administration of state or local governmental activities; 2) enable state and local governments to avoid unnecessary duplication of special service functions; and 3) authorize federal agencies that do not have such authority to provide reimbursable specialized and technical services to state and local governments. Accordingly, the ICA authorizes the head of any federal agency, within his discretion and upon written request from a state or political subdivision thereof, to provide specialized or technical services, upon payment to the federal agency by the unit of government making the request, of salaries and all other identifiable direct or indirect costs of performing such services.

Where a state intends to rely on CMS to perform administrative activities in connection with its section 1332 waiver program, the state must cover CMS' costs. For this reason, the Departments will not consider costs for CMS services covered under this Agreement an increase in federal spending resulting from the state's waiver plan for purposes of the deficit neutrality analysis under section 1332.

On April 23, 2020, the State of New Hampshire, through the New Hampshire Insurance Department (NHID), submitted a section 1332 waiver application to waive certain PPACA requirements and implement a reinsurance program for the state's individual market called the New Hampshire reinsurance program for 2021 through 2025. Pursuant to the waiver application and state statute, the reinsurance program will be administered by the NHHP. New Hampshire's waiver application was approved on August 5, 2020, and the waiver is effective for January 1, 2021 through December 31, 2025. The state, through the NHHP, requested that CMS calculate issuer reinsurance payments in support of the state's waiver plan from January 1, 2021 to December 31, 2025.

V. STATEMENT OF WORK

The parties agree to the following Roles and Responsibilities:

A. *CMS' Responsibilities:*

1. CMS will identify paid claims eligible for reimbursement under the New Hampshire reinsurance program (eligible claims) for services provided each calendar year on or between January 1 of the calendar year to December 31 of that calendar year for the period January 1, 2021 to December 31, 2025. CMS will identify such claims from data submitted to "EDGE Servers" maintained by issuers offering coverage in the individual market in the State of New Hampshire. CMS will identify such claims based on the applicable calendar year parameters for the New Hampshire reinsurance program as described in the state's section 1332 waiver application approved on August 5, 2020, and as confirmed by the NHHP as described under paragraph V.B.1 below.
2. CMS will calculate the total reinsurance payment due to an issuer on account of each eligible claim CMS identifies. CMS will provide the NHHP a monthly report detailing the reinsurance payments on a cumulative basis to date owed to specific issuers under New Hampshire reinsurance program criteria by the 30th of the month.
3. CMS will perform development, implementation, maintenance, operations, and customer support work for the state for the activities outlined in section V.A.
4. The parties acknowledge and agree that CMS is not performing services under this Agreement in its capacity as a HIPAA covered entity. The NHHP further acknowledges that no data or information CMS evaluates under this Agreement will constitute protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or will otherwise constitute information protected by any New Hampshire state law that would require CMS to comply with privacy and information security requirements or standards that are more onerous or stringent than the standards with which CMS complies as described in section XIII of this Agreement.

B. *NHHP Responsibilities:*

1. On or before January 1st of each year during the term of this Agreement, the NHHP will confirm the calendar year parameters (i.e., eligibility criteria) for payment of claims under the New Hampshire reinsurance program for the purposes of facilitating CMS' work under this Agreement. The NHHP is responsible for updating CMS during a calendar year if there are any changes to the reinsurance program from what is described in the state's approved waiver application. Any changes to the parameters after January 1st could result in CMS incurring additional costs for which the NHHP will be responsible.
2. The NHHP will reimburse CMS in the amounts and at the times designated in this Agreement for CMS' actual costs related to development, implementation ,

maintenance, operation, and customer support (including overhead) and maintenance costs of performing the tasks requested by the state as described in section V.A.

3. The NHHP is responsible for operating the reinsurance program and making reinsurance payments to issuers as described in the state's waiver application.

VI. DURATION OF AGREEMENT

Effective Date: This agreement is effective when signed by both parties and will terminate on December 31, 2026. This parties' performance under this Agreement is contingent on the state meeting the obligations specified in the specific terms and conditions to which the state agreed in connection with its section 1332 waiver.

VII. FUNDS

The NHHP shall reimburse CMS for all services provided under this Agreement.

CMS cannot begin work until this Agreement is fully executed by all parties. The NHHP will be invoiced for actual costs incurred by CMS. The state can elect to submit payment to CMS via a CMS-approved method in one or multiple payments during the plan year.

At this time, CMS estimates that the total cost for the support services CMS will provide for the 2021 plan year pursuant this Agreement will be \$10,000-\$15,000 for support costs. CMS will inform the NHHP of the actual costs for the tasks in section V.A. for New Hampshire by March 31st of each calendar year during the term of this Agreement from between January 1, 2021 to December 31, 2026.

The NHHP should send any documentation or required information to the CMS staff identified below:

Lina Choudhry Rashid
Centers for Medicare & Medicaid Services
Center for Consumer Information and Insurance Oversight
7501 Wisconsin Ave
Bethesda, MD 21814
e-mail: Lina.Rashid@cms.hhs.gov
Phone #: 202-260-6098

Milan Shah
Centers for Medicare & Medicaid Services
Center for Consumer Information and Insurance Oversight
7501 Wisconsin Ave
Bethesda, MD 21814

e-mail: Milan.Shah@cms.hhs.gov

Phone#: (301) 492-4427

John Maynard

Centers for Medicare & Medicaid Services

Center for Consumer Information and Insurance Oversight

7501 Wisconsin Ave

Bethesda, MD 21814

e-mail: John.Maynard@cms.hhs.gov

Phone#: (301) 492-4439

CMS will send any documentation or required information to the NHHP staff identified below:

Kevin Stone

NH Reinsurance Program PI/PD

New Hampshire Health Plan

1 Pillsbury Street, Suite 200

Concord, NH 03301

Email: kstone@helmsco.com

Phone#: 603-415-8000

X. DE-OBLIGATION OF FUNDS

CMS receives annual appropriations; therefore, all of CMS' obligations under this Agreement must be included within the time-frame of the current Fiscal Year (FY) of the bona fide need. Any funds (including "No Year") that have not been obligated by the end of the FY by September 30th requires amending the agreement to de-obligate the funds. Funds cannot be held as advance funds or used for another FY other than the bona fide need that the funds were intended.

XI. DUPLICATION

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

XII. MODIFICATION AND TERMINATION

Any modification or amendment of this Agreement must be agreed to by both parties in writing. This Agreement may be modified to incorporate new sections or language as required to ensure compliance with parties' legislative mandates and internal policies and processes. Either party may terminate this Agreement by giving the other party 30 days' notice in writing. If the state cancels its order for the services described under this Agreement, CMS is authorized to collect

costs incurred prior to cancellation of the state's order, plus any termination costs charged to CMS.

XIII. INFORMATION PRIVACY AND SECURITY

This Agreement has been reviewed for privacy and information security implications. Consistent with section V.A.4 of this Agreement, the parties acknowledge and agree that none of the data or information CMS will access to provide the services under this Agreement constitutes protected health information as defined by HIPAA or other relevant New Hampshire state law. Information from New Hampshire issuers will be provided to CMS as indicated in Section V.A. 1 of this Agreement. 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).

Consistent with section V.B.2, the parties acknowledge and agree that none of the information the NHHP will provide to CMS constitutes protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

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.

IX. Signatures

The parties below from CMS and the NHHP are agreeing to this Agreement on behalf of their organization.

Jeffrey Grant -S Digitally signed by Jeffrey Grant -S
Date: 2020.12.17 18:04:54 -05'00'

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

(CCIO) Date:



J. Michael Degnan
Executive Director
New Hampshire Health Plan

Date: DEC 3, 2020