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**THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301

Roger A. Seigny
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

May 13, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Insurance Department (NHID) to amend a contract with Louis Karno and Company, of Concord, New Hampshire. (Vendor #170921), for the provision of consulting services in connection with the initiative to improve and expand the information available on the Department's HealthCost website, www.nhhealthcost.org for consumers and employers related to health insurance premiums and medical care costs in New Hampshire, by extending the end date from June 30, 2016 to September 30, 2016; effective upon Governor and Council approval. The original contract was approved by the Governor and Council on July 16, 2014, agenda item #47 and amended by the Governor and Council on September 16, 2015, agenda item #5B. No additional funding is involved in this time extension. 100% Federal Funds.

EXPLANATION

The New Hampshire Insurance Department has received a federal grant to improve the health insurance premium rate review process and transparency related to health insurance premiums and medical care costs in New Hampshire. Under the grant, the Insurance Department will improve the health insurance rate review process by enhancing the quality of data collected on health insurance claims, improving the transparency of information for consumers, and enhancing the HealthCost website as a centralized location for health care price information, in order to best serve the people of New Hampshire.

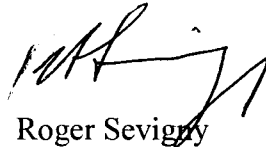
The need for the extension is to align the work of this vendor with other vendors working to improve the Department's HealthCost website. The execution of a strategic marketing and outreach plan for the HealthCost website aimed at reaching the site's diverse range of audiences, including consumers, newly insured populations, employers and other stakeholder could not be effectively accomplished until other vendors completed their work.

The Department respectfully requests the Governor and Council authorize the extension of the Louis Karno and Company, LLC contract until September 30, 2016.

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

Your consideration of this request is appreciated.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Roger Sevigny', is written over the typed name.

Roger Sevigny

SECOND
AMENDMENT

This Agreement (hereinafter called the "Second Amendment") dated this 12 day of May, 2016 by and between the State of New Hampshire acting by and through the New Hampshire Insurance Department (hereinafter referred to as "NHID") and Louis Karno and Company, LLC (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an agreement (hereinafter called the Agreement") which took effect upon Governor and Council approval on July 16, 2014, agenda item #47, the Contractor agreed to perform certain service to assist the NHID in connection with its initiative to improve and expand the information available on the Department's HealthCost website, www.nhhealthcost.org for consumers and employers related to health insurance premiums and medical care costs in New Hampshire; and,

WHEREAS, pursuant to an amendment (the "First Amendment") which took effect upon Governor and Council approval on September 16, 2015, agenda item #5B, the Contractor and the NHID agreed to extend the completion date of the Agreement from September 30, 2015 until June 30, 2016 in order to align scheduling and completion of the work of the Contractor with that of other vendors working to improve the website; and,

WHEREAS, pursuant to paragraph 18 of the General Provisions of the Agreement, the Agreement may be amended, waived or discharged by written instrument executed by the parties hereto and approved by the Governor and Council; and,;

WHEREAS, due to the Department's continuing desire to align and schedule the work of the Contractor with that of other vendors working to improve the Department's HealthCost website, the parties have agreed to enlarge the completion date by an additional three months; and,

WHEREAS, terms not otherwise defined in this Second Amendment shall have the same meaning as defined in the Agreement and the First Amendment;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in this Second Amendment, the Contractor and NHID hereby agree to amend the Agreement as follows:

1. Amendment of Agreement

- A. Amend Section 1.7 of the General Provisions by extending the completion date from June 30, 2016 to September 30, 2016.

2. Effective Date of Amendment

This Second Amendment shall be effective upon its approval by the Governor and Council of the State of New Hampshire. If such approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

3. Continuance of Agreement

Except as specifically amended and modified by the terms and conditions of this Second Amendment, the Agreement, as amended by the First Amendment, and the obligations of the parties thereunder shall remain in full force and effect in accordance with terms and conditions as set forth.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date stated above:

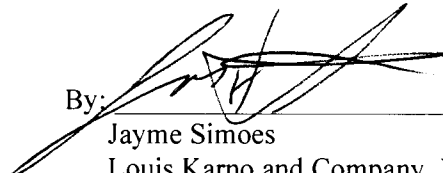
CONTRACTOR:

Louis Karno and Company, LLC

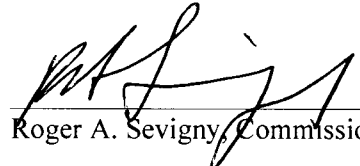
NHID:

State of New Hampshire acting through the New Hampshire Insurance Department

By:


Jayme Simoes
Louis Karno and Company, LLC

By:


Roger A. Seigny, Commissioner

NOTARY STATEMENT

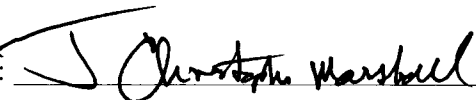
On this the 12 day of MAY, 2016, there appeared before me BETTINA PRESTON (Notary Name) the undersigned officer appeared JAYME SIMOES (Designated Officer Name) who acknowledged him/herself to be OWNER (Designated Officer Title) and that such officer, authorized to do so, executed the foregoing instrument for the purpose herein contained, by signing him/herself in the name of the Contractor.

In witness whereof I hereunto set my hand and official seal (provide seal, stamped name and expiration date).

By: 

BETTINA J. PRESTON
Notary Public - New Hampshire
My Commission Expires July 22, 2020

APPROVAL BY NEW HAMPSHIRE ATTORNEY GENERAL AS TO FORM, SUBSTANCE AND EXECUTION

By: , Assistant Attorney General on May 18, 2016

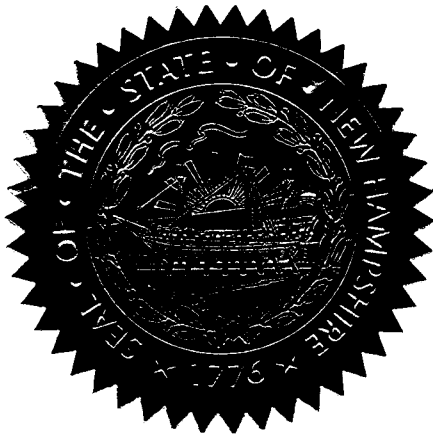
APPROVAL BY THE NEW HAMPSHIRE GOVERNOR AND EXECUTIVE COUNCIL

By: _____, on _____

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LOUIS KARNO & COMPANY, LLC is a New Hampshire limited liability company formed on October 18, 2002. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of May, A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, JAYME SIMOES, hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory – Print Name)

1. I am the Sole Member/Manager of the Company of LOUIS KARNO & COMPANY, LLC
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind LOUIS KARNO & COMPANY, LLC
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

[Signature]
(Contract Signatory - Signature)

4/28/16
(Date)

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

On this the 28 day of APRIL 20 16, before me BETTINA J. PRESTON,
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared JAYME SIMOES, known to me (or
(Contract Signatory – Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)

[Signature]
(Notary Public / Justice of the Peace -Signature)

Commission Expires: BETTINA J. PRESTON
~~Notary Public – New Hampshire~~
My Commission Expires July 22, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Knapton Reade & Woods Agency, Inc. 22 School Street Hillsboro, NH 03244	CONTACT NAME: PHONE (A/C, No, Ext): (603) 464-3422 E-MAIL ADDRESS: FAX (A/C, No): (603) 464-4066
	INSURER(S) AFFORDING COVERAGE
INSURED Louis Karno & Company, LLC 31 Warren Street Concord, NH 03301	INSURER A: The Hanover Insurance Company NAIC # 22292 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR: INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		OBVA09225402	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS	SCHEDULED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB	OCCUR CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	WBV986917904	03/14/2016	03/14/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Comp Info: Excluded Officer: Jayme Simoes, Member. States Included: NH.

CERTIFICATE HOLDER New Hampshire Insurance Department 21 South Fruit Street, Suite 14 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Elizabeth Merritt</i>
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STANDARD EXHIBIT I

The Contractor, identified as Louis Karno and Company, LLC, agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the New Hampshire Insurance Department.

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the

changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The NH Insurance Dept.
The State

Alexander K. Feldvebel
Signature of Authorized Representative

Alexander K. Feldvebel
Name of Authorized Representative

Deputy Commissioner
Title of Authorized Representative

5/13/16
Date

LOUIS HARNO & CO.
Name of the Contractor

[Signature]
Signature of Authorized Representative

JAYME SIMOES
Name of Authorized Representative

OWNER
Title of Authorized Representative

5/10/16
Date



**THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301

Roger A. Seigny
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

August 14, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Insurance Department (NHID) to amend a contract (originally approved by the Governor and Council on July 16, 2014, agenda item #47) with Louis Karno and Company, of Concord, New Hampshire. (Vendor #170921), for the provision of consulting services in connection with the initiative to improve and expand the information available on the Department's HealthCost website, www.nhhealthcost.org for consumers and employers related to health insurance premiums and medical care costs in New Hampshire, by extending the end date from September 30, 2015 to June 30, 2016; effective upon Governor and Council approval. 100% Federal Funds. This is a no-cost extension.

Funding is anticipated to be available in the account titled Cycle III, upon the availability and continued appropriation of the funds in the future operating budget:

	FY2015	FY2016
02-24-24-240010-88870000-046-500464 Consultants	\$66,000	\$23,330

EXPLANATION

The New Hampshire Insurance Department has received a federal grant to improve the health insurance premium rate review process and transparency related to health insurance premiums and medical care costs in New Hampshire. Under the grant, the Insurance Department will improve the health insurance rate review process by enhancing the quality of data collected on health insurance claims, improving the transparency of information for consumers, and enhancing the HealthCost website as a centralized location for health care price information, in order to best serve the people of New Hampshire.

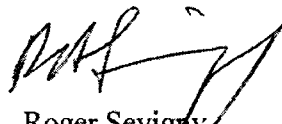
The need for the extension is to align the work of this vendor with other vendors working to improve the Department's HealthCost website. There are vendors who are doing the analysis to publish medical and dental procedures as well as laboratory and pharmaceutical costs, and until their work is complete, the execution of a strategic marketing and outreach plan for the HealthCost website aimed at reaching the site's diverse range of audiences, including consumers, newly insured populations, employers and other stakeholder cannot be effectively accomplished.

The Department respectfully requests the Governor and Council authorize the extension of the Louis Karno and Company, LLC contract until June 30, 2016.

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

Your consideration of this request is appreciated.

Very truly yours,



Roger Sevigny

AMENDMENT

This Agreement (hereinafter called the "Amendment") dated this 17 day of August, 2015 by and between the state of New Hampshire acting by and through the New Hampshire Insurance Department (hereinafter referred to as "NHID") and Louis Karno and Company, L.L.C (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an initial agreement (hereinafter called the "Agreement") which was first entered into upon Governor and Council approval on July 16, 2014, agenda item #47, the Contractor agreed to perform certain services to assist the NHID in connection with the initiative to improve and expand the information available on the Department's HealthCost website, www.nhhealthcost.org for consumers and employers related to health insurance premiums and medical care costs in New Hampshire and;

WHEREAS, pursuant to paragraph 18 of the General Provisions of the Agreement, the contract may be amended, waived or discharged by written instrument executed by the parties hereto and approved by the Governor and Council, and;

WHEREAS, due the Department's desire to align the work of this vendor with other vendors working to improve the Department's HealthCost website, the Contractor would not be able to complete the work by the original completion date;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Agreement as set forth herein, the Contractor and NHID hereby agree to amend the Agreement as follows:

1. Amendment of Agreement

- A. Amend Section 1.7 of the General Provisions by extending the completion date from September 30, 2015 to June 30, 2016.

2. Effective Date of Amendment

This Amendment shall be effective upon its approval by the Governor and Council of the State of New Hampshire. If such approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

3. Continuance of Agreement

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with terms and conditions as set forth therein:

IN WITNESS WHEREOF, the parties have hereunto set their hands:

CONTRACTOR:

Louis Karno and Company, LLC

By: [Signature]
Louis Karno and Company, LLC

NHID:

State of New Hampshire acting
through the New Hampshire Insurance
Department

By: [Signature]
Roger A. Sevigny, Commissioner

NOTARY STATEMENT

On this the 17 day of AUGUST, 2015, there appeared before me BETTINA J. PRESTON (Notary Name) the undersigned officer appeared JAYME SIMONS (Designated Officer Name) who acknowledged him/herself to be PRESIDENT/OWNER (Designated Officer Title) and that such officer, authorized to do so, executed the foregoing instrument for the purpose herein contained, by signing him/herself in the name of the Contractor.

In witness whereof I hereunto set my hand and official seal (provide seal, stamped name and expiration date).

By: [Signature]

BETTINA J. PRESTON
Notary Public - New Hampshire
My Commission Expires July 22, 2020

APPROVAL BY NEW HAMPSHIRE ATTORNEY GENERAL AS TO FORM, SUBSTANCE AND EXECUTION

By: [Signature], Assistant Attorney General on 8/28/15

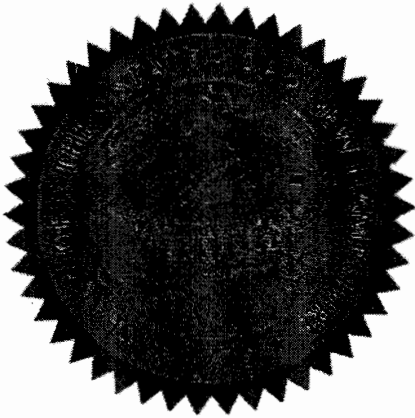
APPROVAL BY THE NEW HAMPSHIRE GOVERNOR AND EXECUTIVE COUNCIL

By: _____, on _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LOUIS KARNO & COMPANY, LLC is a New Hampshire limited liability company formed on October 18, 2002. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of August, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner", is written over the printed name.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, JAYME SIMONS, hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory – Print Name)

1. I am the Sole Member/Manager of the Company of LOUIS HAROLD & COMPANY, LLC
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind LOUIS HAROLD & COMPANY, LLC
(Name of Limited Liability Company)
and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

[Signature]
(Contract Signatory - Signature)

8/17/2015
(Date)

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

On this the 17 day of AUGUST 20 15, before me BETTINA J. PRESTON,
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared JAYME SIMONS, known to me (or
(Contract Signatory – Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)

[Signature]
(Notary Public / Justice of the Peace - Signature)

BETTINA J. PRESTON
Notary Public - New Hampshire
Commission Expires: My Commission Expires July 22, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Knapton, Reade & Woods Agency 22 School Street P O Box 2250 Hillsboro, NH 03244-2250	CONTACT NAME: Betsy Merritt PHONE (A/C, No, Ext): 603-464-3422 E-MAIL ADDRESS: betsy@knaptoninsurance.com	FAX (A/C, No): (603) 464-4066
	INSURER(S) AFFORDING COVERAGE	
INSURED Louis Karno & Company, LLC 31 Warren Street Concord, NH 03301	INSURER A: Hanover Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR JWVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION S		OBVA09225401	10/01/2014	10/01/2015	EACH OCCURRENCE: \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$50,000 MED EXP (Any one person): \$5,000 PERSONAL & ADV INJURY: \$ GENERAL AGGREGATE: \$4,000,000 PRODUCTS - COMP/OP AGG: \$4,000,000 \$ COMBINED SINGLE LIMIT (Ea accident): \$ BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$ \$ EACH OCCURRENCE: \$ AGGREGATE: \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WBV986917903	03/14/2015	03/14/2016	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT: \$100,000 E.L. DISEASE - EA EMPLOYEE: \$100,000 E.L. DISEASE - POLICY LIMIT: \$500,000
A	Professional Liability		LHVA51996400	01/07/2015	01/07/2016	\$1,000,000 Each Claim \$1,000,000 Aggregate Retention - \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Workers Comp Information: Excluded Officer: Jayme Simoes, Member. States Included: NH

CERTIFICATE HOLDER New Hampshire Insurance Dept. 21 South Fruit Street, Suite 14 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

STANDARD EXHIBIT I

The Contractor identified as in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the New Hampshire Insurance Department.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the

changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The NH Insurance Department

The State

Alexander K. Feldvebel
Signature of Authorized Representative

Alexander K. Feldvebel
Name of Authorized Representative

Deputy Commissioner
Title of Authorized Representative

8/19/15
Date

LOUIS HARNO & COMPANY, LLC
Name of the Contractor

[Signature]
Signature of Authorized Representative

JAYME SIMONS
Name of Authorized Representative

PRESIDENT/OWNER
Title of Authorized Representative

8/17/15
Date



THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301

Roger A. Sevigny
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

June 26, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Insurance Department (NHID) to enter into a contract in the amount of \$89,330 with Louis Karno and Company, Concord, NH (Vendor #170921), for the provision of consulting services in connection with the initiative to improve and expand the information available on the Department's HealthCost website, www.nhhealthcost.org for consumers and employers related to health insurance premiums and medical care costs in New Hampshire. This agreement is to be effective upon Governor & Council approval through September 30, 2015. 100% Federal Funds.

The funding is available in account titled Health Insurance Premium Review Cycle III Grant as follows, subject to legislative approval of the next biennial budget:

	FY2015	FY2016
02-24-24-240010-88870000-046-500464 Consultants	\$66,000	\$23,330

EXPLANATION

The New Hampshire Insurance Department has received a federal grant to improve the health insurance premium rate review process and transparency related to health insurance premiums and medical care costs in New Hampshire. Under the grant, the Insurance Department will improve the health insurance rate review process by enhancing the quality of data collected on health insurance claims, improving the transparency of information for consumers, and enhancing the HealthCost website as a centralized location for health care price information, in order to best serve the people of New Hampshire.

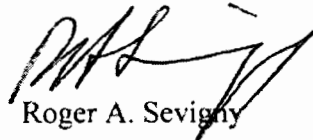
The consultant's primary responsibility will be to develop and execute a strategic marketing, communications and outreach plan for the HealthCost website, including a statewide public education and awareness campaign aimed at reaching the site's diverse range of audiences, including consumers, newly insured populations, employers and other stakeholders.

After reviewing the bid responses, the Commissioner selected the Louis Karno and Company's proposal as the most responsive to the Request for Proposals (RFP). The Request for Proposals was posted on the Department's website May 27, 2014 and sent to past bidders for Department contract work and companies doing work in this field. Four bids were received. Bids were evaluated by Department staff familiar with the project goals using a scoring system included in the RFP.

The department respectfully requests that the Governor and Council authorize funding for this consulting work. Your consideration of the request is appreciated.

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

Respectfully submitted,



Roger A. Sevigny

RRG-306 PROPOSALS EVALUATIONS

Evaluation Committee members: Tyler Brannen, Alain Couture

Evaluation process: Every member reviewed and independently evaluated the bids.

On June 24, 2014 the Evaluation Committee members met, and as a group assigned points to each bid per the "Specific comparative scoring process" described in each RFP.

All members agreed with the points assigned to each category for each bid depicted in the table below.

RFP/VENDOR	CONTRACTOR EXPERIENCE & QUALIFICATIONS (30% of points)	PLAN OF WORK (40% of points)	Bid Price- BUDGET AMOUNT	COST (30% of points)	TOTAL SCORE (100% of Points)	Score without \$\$\$	NOTES
RFP 2014-RRG-306 HealthCost Marketing & Communications							
Louis Karno & Company Inc	28.00%	36.00%	\$89,330	30.00%	94.00%	64.00%	
Wowzilla	27.00%	31.50%	\$375,000	7.15%	65.65%	58.50%	
Weber Shandwick	27.50%	33.50%	\$1,198,200	2.24%	63.24%	61.00%	
Millennium	27.50%	26.50%	\$1,100,000	2.44%	56.44%	54.00%	


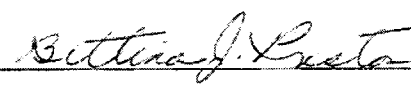
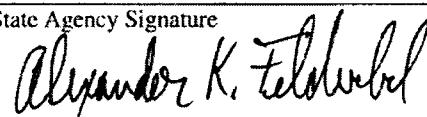
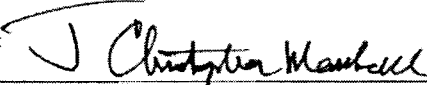
Subject: NH Insurance Department-Louis Karno & Company

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Insurance Department		1.2 State Agency Address 21 South Fruit Street, Suite 14, Concord, NH 03301	
1.3 Contractor Name Louise Karno & Company		1.4 Contractor Address 31 Warren Street, Concord, NH 03301	
1.5 Contractor Phone Number 603-224-5566	1.6 Account Number 02-24-24-2410010-88870000	1.7 Completion Date September 30, 2015	1.8 Price Limitation \$89,330
1.9 Contracting Officer for State Agency Alex Feldvebel, Deputy Commissioner		1.10 State Agency Telephone Number 603-271-7973	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jayme Simoes, Owner	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>June 25, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace BETTINA J. PRESTON, Notary Public My Commission Expires August 11, 2016			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Alexander K. Feldvebel, Deputy Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6/27/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials SS
Date 6/26/17

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials S.S.
Date 6/25/14

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Agreement with Louis Karno & Company. HealthCost Marketing and Communications Cycle III Rate Review

Exhibit A Scope of Services

The consultant's primary responsibility is to develop and implement a communications, marketing and outreach plan for the NHID's newly redeveloped and expanded www.nhhealthcost.org website, including a statewide public education and awareness campaign aimed at reaching the site's diverse range of audiences, including consumers, newly insured populations, employers and other stakeholders:

1. A communications plan that may include:
 - Social media platforms
 - A publicity plan that evolves as the site does
 - A cross-platform editorial calendar for content to promote the site
 - A presentation plan (i.e., to assist Department members who are speaking publicly)
 - A set of key talking points
2. A marketing and outreach plan that may include:
 - Identifying the various audience segments and creating marketing and outreach plans specific to each
 - Developing a logo and other branding for the site and accompanying platforms
 - Creating promotional videos
 - Print collateral
 - Direct mail and other outdoor advertising materials
 - Print media advertisements
 - Social media advertisements
 - Television advertisements
 - Radio advertisements
 - Other outreach and mobilization venues, including partnering with New Hampshire organizations
3. The vendor will also report, on an ongoing basis, performance metrics including but not limited to:
 - Progress as the site is redesigned and capabilities are added
 - Media outreach efforts and targeted markets
 - Direct mail volumes
 - Video views
 - Website analytics (site visits from advertising efforts)
 - Social media metrics
4. Work set out in the response to the RFP (attached)

LOUIS KARNO & COMPANY LLC

specializing in strategic communications

NHHealthcost.org Marketing and Communications

Proposal

INTRODUCTION and QUALIFICATIONS


The New Hampshire Insurance Department (NHID) needs a partner to help develop and execute a strategic marketing and communications plan to promote the soon to be re-launched www.nhhealthcost.org website. The site is critical to the Department's mission – and a lot is riding on this effort.

Louis Karno & Company is the right partner, because we know that there is no margin for error. Our work with healthcare organizations and stat agencies is unequalled in New Hampshire.

We oversaw the public outreach and education of the State Healthcare Exchange under the Affordable Care Act (Covering New Hampshire), leading an effort that enrolled twice the forecast number of Granite Staters. This effort included the promotion of a new website as a public information resource. Our work has been honored as a Best Practice by Enroll America, a national advocacy group. NH Health Plan recently renewed our contract to conduct outreach and education for the upcoming 2014/2015 open enrollment period.

Louis Karno & Company, 31 Warren Street, Concord, NH - 03301

603 224 5566



Our work on Covering New Hampshire, the deep research done with uninsured and newly insured NH residents, and our knowledge of which messages tested best with this audience will be invaluable as nhhealthcost.org re-launches with an emphasis on communicating with key audiences, including newly insured individuals who will want to control their costs, some of them navigating the insurance market for the first time.

We currently oversee the public awareness effort around the expansion of Medicaid. This involves very close collaboration with a state agency team, external vendors, including technology vendors, and the Governor's Office. There has been a resetting of editorial calendar, public and stakeholder engagement to communicate a changing schedule of enrollment activities and daily social media updates to meet changing needs.

Our experience in NH's healthcare community speaks for itself: We wrote the outreach plan for the Department of Health and Human Services on how to talk about health and equity in our state. We have worked with some of the most respected names in health policy, including the Endowment for Health, New Futures, NH Dental Society, Planned Parenthood of Northern New England and NAMI-NH.

These experiences, along with our skills in directing outreach and advertising campaigns, and crafting messaging and marketing materials for businesses and organizations across New Hampshire, has earned us a reputation as flexible, honest and dedicated to forwarding our clients' goals—not our own.

Louis Karno & Company can design a communications marketing strategy for NHID to support the re-launch of nhhealthcost.org. We would be proud to be your partner, working closely with Department content experts—behind the scene, adding and creating value.



Guided by research, we will develop a message strategy for various external audiences, including key messages and a clear plan. And we will do this work in budget, on time, and in a way that raises visibility for the website, while maintaining and enhancing the Department's reputation of great service for consumers and carriers.

OUR APPROACH

We will interview selected NHID staff, and other critical stakeholders. Once this step is completed, Louis Karno & Company will provide NHID with a draft communication plan that will include an assessment of current circumstances and advice regarding existing materials.

After NHID reviews and comments on this plan, Louis Karno & Company will create a final communication plan, with working budgets and timelines that accomplish the agreed upon tasks, in terms of promotion, messaging, markets, and collateral material. This will be prioritized into immediate, near-term and long-range strategies to implement, focusing on the following:

- Clear Objectives
- Target Audiences
- Strategies
- Evaluation.

That plan would be divided into:

- Goals and objectives
- Key messages
- Research findings to inform campaign tactics
- Market segmentation
- Implementation



Of all the possible communications and marketing tactics, we recommend a mix of the following:

Media Relations

The media relations effort around the near term of the site launch calls on using strategy to get the key messages into local and statewide media outlets. The key here is to find news pegs to focus media relations on the effort. The goal of the resulting media coverage is to create a behavior change in your target market: "I will go to nhhealthcost.org before I book my next test or procedure." The media relations work is also used to deliver key messages to new partners, and share the news of the web re-launch with stakeholders.

Media delivery vehicles (news releases, feature articles, TV interviews, and story ideas) can also be targeted to match print media audiences—local stories to local and regional papers, and statewide stories to statewide papers. Relationships will be fostered with reporters. Simultaneously, editorial contacts will be forged with the objective of placing favorable coverage on the editorial pages of national and regional newspapers, magazines, and broadcast media.

The kick-off would garner significant regional and perhaps national media coverage. This would be news coverage that would attract broadcast, print, and online media outlets.

A phased media relations plan that would follow four deliverables:

- 1.) Talking points and key messaging documents,*
- 2.) Media training for spokespeople at NHDI, including prep on how to handle difficult questions (from the media and the public),*



3.) Launch activities (news conference, media conference call, consumer event—whatever the Department is hoping for), and

4.) Banking success stories from consumers to share with news media and stakeholders.

The media relations effort would include news tie-ins, as well as select editorial board meetings to brief editors and healthcare reporters at key statewide and regional media outlets.

Social Media

Given the dynamic nature of a new website, a Facebook page and Twitter presence would be effective ways to share success stories of consumer use of the site and promote new functionality. Louis Karno would build a new social media presence for the website and offer content for existing NHID social media channels. Posts would be drafted by Louis Karno, reviewed and approved by NHID and posted by Karno. For efficiency, several weeks worth of posts would be submitted to the Department in advance.

Business Roll Out

Businesses that are self-insured, those that cover a high percentage of their employees' coverage and public employers are key audiences for nhhealthcost.org. They have a stake in their covered employees opting for lower-priced procedures. The communications plan will have a complete business rollout plan with outreach to chambers and business groups from the BIA to the professional associations. This would include a timeline, speaking dates, speaker training, written speeches, crafting digital presentations (like PowerPoint), and handouts. We would also produce a written piece for chamber newsletters to help inform those who cannot attend meetings, or to remind those who did attend, about nhhealthcost.org.



Design

We will design a logo for nhhealthcost.org, including fonts, PMS colors, and tagline to be used in all written and verbal communications.

A brand book would be developed for the project. This will explain graphic standards (when to use the logo, what size, taglines, etc.).

Print collateral materials are designed to support the campaign. We recommend a poster that could be developed and sent to every library in the state, along with community health centers, other providers and healthcare nonprofits. A rack card (a two-sided brochure) will offer printed support to be left behind following meetings and presentations, or to distribute with the poster to business organizations.

Ad Buy

The best ad buy to get traffic to nhhealthcost.org, at a small price, is a digital buy. We define the ad word parameters, select the demographics we wish to reach, and choose a geographic area (all of NH, or a regional area). This allows us to target the audience we wish to reach without wasting money on a scatter-shot approach to a larger, general public.

For example, with a digital buy we can target Union Leader readers who click on the website launch's news coverage. The digital ads follow that reader as he or she moves to other websites. Another example of a digital buy is to target individuals, in New Hampshire, who do Google searches on key procedures, like mammograms. And social media advertising (like Facebook pop-up ads) will allow further targeting by purchasing ads by demographics, self-selected interests and geographic area.

Digital ad production cost is low – so we can reach more people for less. We would use a mix of Google ads with social media ads to reach our target market over the period of



engagement – digital ads for a web-based client project have the added benefit of sending clicks to the website through hyperlinks.

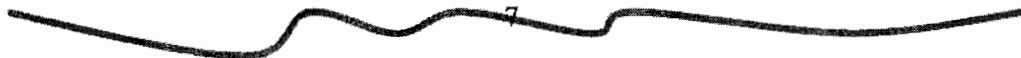
We would supplement a digital buy with a limited print buy in the Union Leader, the only statewide newspaper. We would also produce an aggressive public service announcement campaign to all NH commercial radio stations.

For television, we would hold a meeting with WMUR to get them on-board as a media partner and leverage that relationship for PSA and editorial coverage. As Binnie Media comes on the air, we would do similar outreach to their new news team.

More money buys more time and more ad coverage. We have experience with billboards, bus and subway ads, television ad production and placement, and nearly every other form of public advertising. It is expensive, and lacks the ability to target potential users of nhhealthcost.gov. However, depending on your budget and appetite for trying other forms of media, we would welcome the chance to speak with you about your options.

As part of our overall communications and marketing plan, we would craft a 12-14 month ad plan to compliment the earned media and print efforts, including the following:

- Print media advertisements
- Social media advertisements
- Television Public Service Announcements (PSA's)
- Radio Public Service Announcements (PSA's)
- Other outreach and mobilization venues, including partnering with New Hampshire nonprofit, healthcare and business organizations.



Evaluation

At every point of the campaign we evaluate every point of action: Are the messages working? Are the click-throughs on digital ads what we wanted? How is the media coverage coming in?

The Louis Karno team would offer monthly updates to the NHDI, looking at what has happened to date and analyzing metrics (tracking ads, web metrics for nhhealthcost.org, media coverage, business outreach efforts and stakeholder engagement).

We would also suggest face-to-face meetings twice a month to go over the progress and deliverables, starting from July – October, moving to monthly meetings following the launch.

Extras

In the RFP, several tactics are mentioned. Louis Karno & Company's response is based on the assumption that your budget is limited. Television ads, for example, have been left out, because an ad buy in NH – be it on WMUR TV9 or via Comcast spotlight, is very expensive. Even a modest purchase could be \$60,000. In fact, NH has one of the highest costs per thousand reached (CPM's) for TV ads in the nation. And with a mid-term election and NH Primary on the horizon, we would be looking at even higher rates.

Billboard flights are also mentioned. Outdoor is effective, but expensive to execute. A billboard itself can cost \$1,500 to \$2,00 to produce. But to get a good space for impressions, we need multiple coverage – and that would be at a cost in the tens of thousands of dollars.

Radio and website don't always mix well – as most people listen in their cars, recalling the site name could be challenging. NH does have one of the highest rates of radio listenership in the U.S., however. It would be worth testing radio with professionally



produced and packaged public service announcements to start, followed by a modest radio buy if the budget allows.

Direct mail is highly effective, especially if driving consumers to a goal, but as there is no deadline for participation in this campaign, the cost of direct mail may be beyond a moderate budget, and the ROI small. We would consider direct mail if the Department can obtain lists of consumers contemplating medical tests or elective procedures.

Mailing to a target audience to create awareness and drive consumers to the website would be an effective use of direct mail.



BUDGET

Louis Karno & Company charges an hourly rate of \$95 to nonprofits, state agencies and federal agencies. We estimate the following budget for the communications and marketing of nhhealthcost.org:

Planning and Research

24 hours

\$2,280

Media Training

10 hours

\$950

Design

80 hours

(For logo, social media, posters, and rack cards, PowerPoint)

\$7,600

Monthly Communications and Marketing Support and Strategy

Work needed each month to set up events, work with media, produce social media updates, meet with Department staff, and be on-call as needed)

40 hours/month

\$3,800 x 16 months = \$60,800

Printing*

Estimated at \$5,000

Advertising*

Digital Ad Buys, to media outlets

\$5,500

PSA *

Production for Radio

\$550, to producer

Speakers' Bureau and Business Outreach

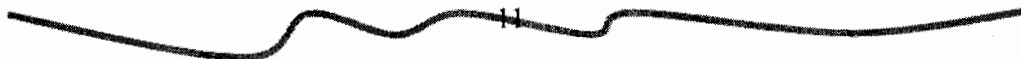
70 hours

\$6,650

For this scope of work, we estimate \$89,330 for 16 months of communications and marketing planning, strategy and implementation. *We are willing to consider adjustments to the scope and the inclusion of additional tactics.*

Items with (*) indicate pass-throughs of money from Louis Karno & Company to external vendors. The cost of managing these vendors comes out of the Monthly Communications and Marketing Support and Strategy line. Unlike perhaps any other agency of our kind, Louis Karno & Company does not take any commission on advertising or kickbacks from vendors. We pass any savings onto our clients or use any discounts to purchase additional ad placements for our clients.

A final, not to exceed budget will be agreed upon prior to any official agreement. For example, if the 40 hours/month estimated for Communications and Marketing Support and Strategy is not being used, that money can be shifted into ad buys or additional PSA's, etc. The most important thing we wish to communicate is our flexibility, ethics, honesty and strategic thinking. These are the qualities that have mad us a trusted partner to others, and the qualities we believe you would want in your partner.



ABOUT US

Louis Karno & Company is a communication firm specializing in public relations and strategic communication management. Our unique combination of skills, experience and media contacts allows us to confidently tackle projects that range from common to complicated.

For more than 15 years, New Hampshire's most successful organizations have chosen us as their communications partner because we have earned a reputation for solid, ethical work and because we adopt our client's goals as our own.

We offer all the responsiveness and attention you expect from an individual, with the broad experience and depth of knowledge and contacts you get in a seasoned firm, and have a history of successfully working with a wide range of clients and constituents from state agencies to corporations and nonprofit organizations.

LEAD STAFF for nhhealthcost.org Communications and Marketing will be Jayme Simoes and Laura Simoes, partners at Louis Karno & Company Communications.

Jayme H. Simoes, *President*, manages all aspects of accounts, including directing the strategy and marketing efforts. He was recently honored with the Advertising and Public Relations Award from the New Hampshire Travel Council. Jayme is a past president of the Public Relations Society of America's Yankee Chapter (PRSA), and is a 2003 recipient of the Union Leader's "40 Under 40 Award," which honors New Hampshire's outstanding young professionals. He founded the agency in 1999, using capital from a 90-year-old, family-run business. He is fluent in Portuguese and speaks conversational Spanish. He serves on several nonprofit boards of directors and is a Delegate to the national PRSA governance team, representing Northern New England.

Laura Simoes, Partner, has been building and executing strategic communication, crisis aversion and advocacy plans for clients in the health care, housing, education, transportation, economic development, conservation, insurance, philanthropic and public policy sectors for more than 15 years. She has deep knowledge of the New Hampshire nonprofit sector and strong relationships with community leaders from her time as Deputy State Director for U.S. Senator Jeanne Shaheen, Communications Director for the NH Charitable Foundation, and as the State of NH's chief strategist and spokesperson on tourism (NH's second largest industry) for the Department of Resources and Economic Development. Laura is a former Selectman for a town of 6,000, and a former Commissioner on Human Rights for the State of New Hampshire, as well as a leader on statewide boards of directors.

OTHER STAFF available to NHID

Brett St. Clair, APR, Partner, is an accredited public relations practitioner with more than 25 years' experience in the field. His areas of expertise include relationship management, strategic planning, issues management, crisis communication, employee communication, board development, media relations, marketing and brand development. Prior to joining Louis Karno & Company Communications he served for 10 years as the Business & Industry Association of New Hampshire's vice president of marketing and communication.

Stefanie Phillips, Account Executive, is a former news reporter who holds a Masters Degree in Organizational Communication and Public Relations from Northeastern University. She worked at several agencies in Boston and in marketing and public relations for Vigilant Woodworks in Dover and Irving Energy in Portsmouth before joining Louis Karno & Company.

Alex McIntire, *Account Assistant*, has written for several publications, namely and most consistently the Concord Monitor, since graduating from St. Michael's College with a degree in Journalism and Mass Communications. Additionally he has worked in marketing with Sports Identity, Inc. in Boston and with the nationwide kitchen and bath retailer, Cabinets To Go. Alex grew up in Hopkinton, NH and currently lives in Concord with his wife and their dog, Bode.

Karen Hicks, *Of Counsel*, has more than 20 years of experience as an organizer, strategist, manager and advocate for expanding access to high quality health care. Karen came to New Hampshire in the early 1990s to run a local advocacy group, New Hampshire Citizen Action. One of the first issues she took on was reforming the small group and individual health insurance market to make it more affordable and fair and to stop discriminatory behavior against people with pre-existing conditions. Karen ran one of the largest advocacy programs in the country to secure passage of the Affordable Care Act. The twelve-state program educated and mobilized the public through a \$40 million multi-channel communications and organizing program that assisted in the passage of the most significant piece of social policy in our lifetime. More recently, Karen has led a campaign of New Hampshire health care providers and advocates to expand Medicaid in New Hampshire.

RELEVANT WORK EXPERIENCE and REFERENCES

We have written countless plans and executed successful communications and marketing campaigns for non-profits, and government agencies. We know the leaders of the NH Department of Insurance and we are excited about the opportunity to partner with you. There is no learning curve. We have a proven track record of working in health, government and communications work.

We are proud of our work with all of our clients, but have chosen a few here that have needed similar communication and marketing expertise as the NHID project requires:

Office of Minority Health & Refugee Affairs
Trinidad Tellez, MD
Director, Office of Minority Health & Refugee Affairs
New Hampshire Department of Health and Human Services
97 Pleasant Street, Thayer Building
Concord, NH 03301
603 271-8459
trinidad.tellez@dhhs.state.nh.us
www.dhhs.nh.gov/omh/

March-September 2013
PR Consultant

As Louis Karno & Company was asked to partner with the Office of Minority Health & Refugee Affairs (OMHRA) last summer to increase awareness of, and promote, health and equity in New Hampshire. Louis Karno & Company worked with the OMHRA staff and members of the Health and Equity Partnership (H&EP) Steering Committee to develop key materials including a comprehensive communications plan and a tool kit with messaging that cut to the heart of a complex issue.

Louis Karno & Company also provided media training for members of both OMHRA and H&EP, helped identify spokespeople and made next-step recommendations to members of the Steering Committee. Now the groups are ready to get organized, got out and reach out to various players to find solution to closing the health gap.

City of Concord, NH
Carlos Baía
Deputy City Manager
41 Green St.
Concord, NH 03301
603 225-8595
cbaia@concordnh.gov
www.concordnh.gov

September 2010 – ongoing
Communications Agency of Record

Louis Karno & Company has worked on several projects for the City, including a listening session on a new library, branding for the Parks Department and golf course, and is currently the strategic communications partner for the Main Street Project. This project, set to kick off this spring, will see a Complete Streets reconstruction of the city's Main Street through downtown. Louis Karno & Company will provide messaging, crisis support, community outreach, merchant and stakeholder outreach, as well as management of web assets. The project is partially funded by a federal grant, and should be complete by 2015.

New Hampshire Health Plan
J. Michael Degnan
1 Pillsbury St, Ste 200
Concord, NH 03301
603 225-6633
jmdegnan@helmsco.com
www.CoveringNewHampshire.org

November 2013-ongoing
Communications and Marketing Consultant

Since November of 2013, the Louis Karno team has supported the rollout and promotion of the Affordable Care Act in our state under the banner of Covering New Hampshire. This has included designing a brand and logo, building a comprehensive website, managing social media assets, significant direct mail outreach, producing ads, placing advertising on the web, TV and radio.

There was an important research component, as well as a reporting back to a series of stakeholders, training stakeholders and healthcare leaders in messaging and research and providing stakeholders, advocates and in-person assistants with branded collateral material. NH surpassed federal expectations for sign up, and has been one of the best

markets for enrollment in the nation. Similar to nhhealthcost.org, this effort used federal funds to conduct local communications efforts, targeting NH consumers.

New Hampshire Dental Society

James J. Williamson
Executive Director
23 South State St.
Concord, N.H. 03301
603-225-5961
jwilliamson@nhds.org
www.nhds.org

May 2011- ongoing

Agency of Record

For the past four years Louis Karno has supported the Dental Society and the American Dental Association in their effort to increase oral health access in New Hampshire. This effort has included public information work on fluoridation (www.fluoridefactsnh.com) and the launching of two new professions: Expanded Function Dental Assistant and Public Health Hygienists. The campaign has also touched on opposing the creation of a new oral health profession in NH, the dental therapist. Though media relations, public outreach, and editorial meetings, the firm managed the messaging around oral health and public policy. It offered board messaging training as well. One major part was the media promotion of Give Kids a Smile for three consecutive years.

AFFIRMATIVE STATEMENT

At present, Louis Karno & Company has no direct conflicts of interests either personal or professional with NHID.

LICENSES and INSURANCE

Louis Karno & Company is registered to do business in New Hampshire with the Secretary of State's Office, as well as with several other state offices. The firm has a professional service insurance policy to cover our work. Copies of all certificates will be produced at NHID's request.

**Agreement with Louis Karno & Company.
HealthCost Marketing and Communications
Cycle III Rate Review**

Exhibit B

Contract Price, Price Limitations and Payment

The services will be billed at the hourly rate and by the budget line items as set forth in the Contractors Proposal submitted June 20, 2014. The total reimbursable amount shall not exceed the total contract price of \$89,330. The services and communications and marketing support and strategy expenses shall be billed at least monthly and the invoice for the services shall identify the person or persons providing the service. Payment shall be made within 30 days of the date the invoiced is received.

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LOUIS KARNO & COMPANY, LLC is a New Hampshire limited liability company formed on October 18, 2002. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April, A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

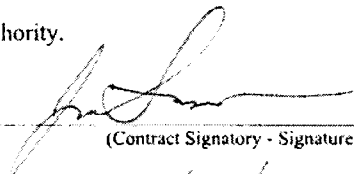
CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, JAYME SIMMES, hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory - Print Name)

1. I am the Sole Member/Manager of the Company of LOUIS KHARNO & COMPANY, LLC
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind LOUIS KHARNO & COMPANY, LLC
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.


(Contract Signatory - Signature)
6/25/2014
(Date)


STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 25 day of JUNE 20 14, before me BETTINA J. PRESTON
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared JAYME SIMMES, known to me (or
(Contract Signatory - Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)


(Notary Public / Justice of the Peace - Signature)

Commission Expires: BETTINA J. PRESTON, Notary Public
My Commission Expires August 11, 2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Knapton, Reade & Woods Agency, 22 School Street, Hillsboro, NH 03244-2250. CONTACT NAME: Betsy Merritt, PHONE (A/C, No, Ext): 603-464-3422, FAX (A/C, No): (603) 464-4066, E-MAIL ADDRESS: betsy@knaptoninsurance.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Hanover Insurance, INSURER B: Axis Surplus Insurance Co.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability (OBVA09225400), Workers Compensation (WBV986917902), and Professional Liability (MCN000053791401).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Workers Comp Information: Excluded Officer: Jayme Simones, Member. States Included: NH

CERTIFICATE HOLDER: New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

STANDARD EXHIBIT I

The Contractor identified as in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the New Hampshire Insurance Department.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1. Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the

changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The NH Insurance Dept.

The State

Alexander K. Feldvehl
Signature of Authorized Representative

Alexander K. Feldvehl
Name of Authorized Representative

Deputy Commissioner
Title of Authorized Representative

6/26/14
Date

LOUIS KIRKWOOD & CO. LLC
Name of the Contractor

[Signature]
Signature of Authorized Representative

JAYME SIMMONS
Name of Authorized Representative

OWNER
Title of Authorized Representative

6/25/2014
Date