

120 ARC

DEC 17 2025



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street  
Concord, New Hampshire 03301  
(603) 271-3201 | [Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

December 1, 2025

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, NH 03301

## REQUESTED ACTION

Authorize the Department of Administrative Services (DAS), on behalf of the Office of the Youth Development Center Claims Administrator (YDCCA), to enter into a **Sole Source** contract amendment with Affiliated Monitors Inc. (vendor #465482), Boston, MA, for claims administration consulting services by extending the contract end date from December 31, 2025, to December 31, 2026, with no change to the price limitation of \$1,155,785, effective January 1, 2026, upon Governor and Council approval. 100% Other Funds (Transfers from YDC Claims Settlement Funds).

## EXPLANATION

This request is **Sole Source** because the original contract was not competitively bid. At the time that the contract was originally entered, the YDCCA was part of the Judicial Branch, which is not subject to the requirements of MOP 150. Pursuant to Chapter 141:437, Laws of 2025, the YDCCA was transferred to the Executive Branch, effective July 1, 2025, and subsequently was administratively attached to DAS. The position of Youth Development Center Claims Administrator (Administrator) has been vacant since August 1, 2025. Accordingly, DAS is presenting this request on behalf of the YDCCA.

Since 2023, the contractor has provided services including evaluating and consulting on case management and IT system solutions; consulting on the design, implementation, and operation of the claims review process; project management support; conducting eligibility verification/fraud prevention reviews; claim processing support; development of financial tracking documents; conducting financial reconciliations and analyses; and consulting on the design and continued involvement in producing reports. The intent of this no-cost, contract extension is to maintain the status quo until such time as a new Administrator is appointed and has sufficient opportunity to renegotiate with the current contractor or seek a new contractor for the services provided.

Respectfully submitted,

Charles M. Arlinghaus,  
Commissioner

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

AFFILIATED MONITORS Inc.

FIFTH CONTRACT AMENDMENT

This amendment (hereinafter called the "Fifth Amendment") between the State of New Hampshire, by and through the Department of Administrative Services, (hereinafter "DAS") of 25 Capitol St, Concord, New Hampshire 03301, and Affiliated Monitors Inc. (hereinafter "Contractor"), with principal address of PO Box 961791, Boston, MA 02196.

WHEREAS, a contract was entered into between the State of New Hampshire Judicial Branch (hereinafter NHJB) and the Contractor effective May 26, 2023 ("Agreement") for claims processing services;

WHEREAS, pursuant to provision 24 of the Agreement, the Agreement may be modified by a written instrument signed by the Parties;

WHEREAS, the Contractor and the NHJB executed the First Contract Amendment on August 15, 2023; (date of AOC Director's signature); Second Contract Amendment on October 23, 2023 (date of AOC Director's signature); Third Contract Amendment on September 17, 2024 (date of AOC Director's signature); and Fourth Contract Amendment on June 6, 2025 (date of Interim Director's signature);

WHEREAS, the Contractor, NHJB and DAS entered into a substitution of parties agreement on November 14, 2025;

WHEREAS, the Contractor and the DAS have agreed to amend the Agreement further as specified below;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

1. Amendment To Agreement:

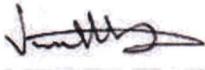
a. The Contract Term under Section 3 shall be replaced as follows: "The term of this contract shall commence on the signature of both parties to the original Agreement and end on December 31, 2026, unless extended by a written instrument signed by both parties."

2. Effective Date of the Amendment:

This Amendment shall be effective upon January 1, 2026 upon the approval of the Governor and Executive Council

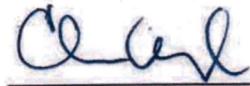
3. Continuance of Agreement:

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



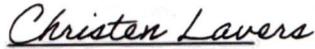
Name: Vincent L. DiCianni  
For Contractor

Date: 11/25/25



Charles Arlinghaus  
For DAS

12/1/25  
Date



Name:  
For Attorney General

12/1/25  
Date

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the meeting on: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Office of the Secretary of State



*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

William Francis Galvin  
Secretary of the  
Commonwealth

Date: November 19, 2025

To Whom It May Concern :

I hereby certify that according to the records of this office,

**AFFILIATED MONITORS, INC.**

is a domestic corporation organized on **January 08, 2004** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,  
I have hereunto affixed the  
Great Seal of the Commonwealth  
on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth

Certificate Number: 25110392580

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: qlc

# Business Information

## Business Details

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Business Name: AFFILIATED MONITORS, INC.	Business ID: 939824
Business Type: Foreign Profit Corporation	Business Status: Good Standing
Business Creation Date: 08/17/2023	Name in State of Incorporation: AFFILIATED MONITORS, INC.
Date of Formation in Jurisdiction: 01/08/2004	
Principal Office Address: 101 Federal Street, 19th Floor, Boston, MA, 02110, USA	Mailing Address: 101 Federal Street, 19th Floor, Boston, MA, 02110, USA
Citizenship / State of Incorporation: Foreign/Massachusetts	
	Last Annual Report Year: 2025
	Next Report Year: 2026
Duration: Perpetual	
Business Email: vdicianni@affiliatedmonitors.com	Phone #: 617-275-0620
Notification Email: ckeys@affiliatedmonitors.com	Fiscal Year End Date: NONE

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## Principal Purpose

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S.No	NAICS Code	NAICS Subcode
1	Professional, Scientific, and Technical Services	Other Management Consulting Services

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Page 1 of 1, records 1 to 1 of 1

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## Principals Information

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Name/Title	Business Address
Vincent L. DiCianni / President	10 Post Office Square, Suite 840, Boston, MA, 02109, USA
Vincent L. DiCianni / Secretary	10 Post Office Square, Suite 840, Boston, MA, 02109, USA
Vincent L. DiCianni / Treasurer	10 Post Office Square, Suite 840, Boston, MA, 02109, USA
Catherine Keys / Vice President	10 Post Office Square, Suite 840, Boston, MA, 02109, USA
Donald K. Stern / Director	10 Post Office Square, Suite 840, Boston, MA, 02109, USA

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< Previous ... 1 2 ... Next > Page 1 of 2, records 1 to 5 of 8  Go to Page

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## Registered Agent Information

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Name: C T Corporation System

Registered Office Address: 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA

Registered Mailing Address: 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA

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## Trade Name Information

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No Trade Name(s) associated to this business.

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## Trade Name Owned By

---

No Records to View.

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## Trademark Information

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Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

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[Filing History](#)

[Address History](#)

[View All Other Addresses](#)

[Name History](#)

[Shares](#)

[Businesses Linked to Registered Agent](#)

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NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)

[\(/online/Home/ContactUS\)](#)

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**Certificate of Authority # 1**

*(Corporation, Non-Profit Corporation)*

**Corporate Resolution**

**I, Catherine Keyes** \_\_\_\_\_, hereby certify that I am duly elected Clerk/Secretary/Officer of  
*(Name)*

Affiliated Monitors, Inc. I hereby certify the following is a true copy of a vote taken at  
*(Name of Corporation)*

a meeting of the Board of Directors/shareholders, duly called and held on November 20, 2025,  
at which a quorum of the Directors/shareholders were present and voting.

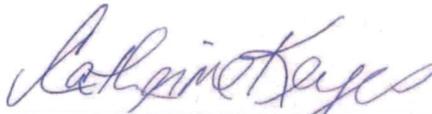
**VOTED:** That Vincent L. DiCianni, President, and Catherine Keyes, Vice President of  
Operations, are duly authorized to enter into contracts or agreements on behalf of  
Affiliated Monitors, Inc. with the State of New Hampshire and any of  
*(Name of Corporation)*

its agencies or departments and further is authorized to execute any documents  
which may in his/her judgment be desirable or necessary to effect the purpose of  
this vote.

**I hereby certify** that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

**DATED:** November 20, 2025

**ATTEST:**

  
\_\_\_\_\_  
*(Name & Title)*

Catherine Keyes  
Vice President, Operations



AFFIMON-02

MALJO1

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/19/2025

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Bender Hatch Insurance, Inc. 87 Wendell St 4th Floor Boston, MA 02110	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(617) 367-8709</b> FAX (A/C, No): <b>(617) 451-6661</b> E-MAIL ADDRESS:														
<b>INSURED</b> Affiliated Monitors, Inc. & AMI Consulting & Monitoring Group, Inc., P.O. Box 961791 Boston, MA 02196	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : <b>Hartford Insurance Company</b></td> <td style="text-align: center;"><b>19682</b></td> </tr> <tr> <td>INSURER B : <b>Philadelphia Insurance</b></td> <td style="text-align: center;"><b>18058</b></td> </tr> <tr> <td>INSURER C : <b>Lloyds of London</b></td> <td style="text-align: center;"><b>18001</b></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>Hartford Insurance Company</b>	<b>19682</b>	INSURER B : <b>Philadelphia Insurance</b>	<b>18058</b>	INSURER C : <b>Lloyds of London</b>	<b>18001</b>	INSURER D :		INSURER E :		INSURER F :	
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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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		08SBABW3D1B	6/17/2025	6/17/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		08SBABW3D1B	6/17/2025	6/17/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		08SBABW3D1B	6/17/2025	6/17/2026	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTHER
B	Professional Liab			PHSD1835932	10/29/2025	10/29/2026	Per claim and agg	3,000,000
C	Cyber Liability			KU517CYLA251	1/26/2025	1/26/2026	Limit & Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate Holder is included as additional insured under GL, Auto and Umbrella if required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

State of NH: Department of Health and Human Services 129 Pleasant St Concord, NH 03301-3857	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 
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# CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2741206

DATE (MM/DD/YYYY)  
11/19/2025

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 have **ADDITIONAL INSURED** provisions or 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).

<b>PRODUCER</b> LOCKTON COMPANIES, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 888-828-8365      FAX (A/C, No): E-MAIL ADDRESS: insperitycerts@locktonaffinity.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> AFFILIATED MONITORS, INC. 101 FEDERAL ST STE 1903 BOSTON, MA 02110-1817	INSURER A : Indemnity Insurance Company of North America      43575	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

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

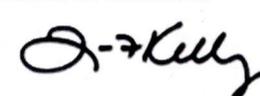
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	C7395194A	10/01/2025	10/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All States Except ND OH WA WY  
30 DAY NOTICE OF CANCELLATION APPLIES

**CERTIFICATE HOLDER**      **CANCELLATION**

State of NH Dept of Health and Human Services 129 Pleasant St Concord NH 03301-3857	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 
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## Workers' Compensation and Employers' Liability Policy

Named Insured AFFILIATED MONITORS, INC. 101 FEDERAL ST STE 1903 BOSTON, MA 02110-1817	Endorsement Number  Policy Number Symbol: WLR      Number: C7395194A
Policy Period  10/01/2025 <b>TO</b> 10/01/2026	Effective Date of Endorsement  11/19/2025
Issued By (Name of Insurance Company) Indemnity Insurance Company of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

### NOTICE TO OTHERS ENDORSEMENT - SPECIFIC PARTIES

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- C. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- D. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- E. We may arrange with your representative to send such notice in the event of any such cancellation.
- F. You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
- G. This endorsement does not apply in the event that you cancel the Policy.

#### SCHEDULE

Name of Certificate Holder	E-Mail Address	Physical Address
State of NH Dept of Health and Human Services		129 Pleasant St
		Concord, NH 03301-3857

All other terms and conditions of this Policy remain unchanged.

This endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.

*Pat D. O'Hara*

Authorized Representative

**SUBSTITUTION OF PARTIES AGREEMENT**

WHEREAS, the New Hampshire Judicial Branch (hereinafter NHJB) and Affiliated Monitors Inc. (hereinafter AMI) entered into an agreement to provide certain services to the administrator of the YDC Settlement Fund when the legislature had established the position of administrator within the NHJB; and

WHEREAS, pursuant to NH HB2 (Chapter 141, laws of 2025) the legislature has designated that the office of the administrator would be administratively attached to the Department of Administrative Services (hereinafter DAS); and

WHEREAS, the original contract provided for modifications by written amendment; and

WHEREAS, the settlement fund administrator desires to continue using the contracted services and AMI wishes to continue to provide contracted services;

THEREFORE,

1. the parties enter into this agreement for the substitution of parties, and
2. the parties agree that references in the contract to NHJB should now be read to refer to DAS, and
3. DAS, per the signature of its commissioner, agrees to take on all obligations formerly held by NHJB; and
4. NHJB, per the signature of its authorized representative, releases AMI from its performance toward NHJB; and
5. AMI, per the signature of its authorized representative, agrees to release NHJB from its obligations under the contract and agrees to continue its performance under the contract for DAS

For NHJB:

 11.14.25  
Hon. Christopher Keating

For DAS:

  
Charles M. Arlinghaus

For AMI:

  
Catherine Keyes, Vice President, Operations

**NEW HAMPSHIRE JUDICIAL BRANCH  
AND  
AFFILIATED MONITORS INC.**

**FOURTH CONTRACT AMENDMENT**

This amendment (hereinafter called the "Fourth Amendment") between the State of New Hampshire Judicial Branch, by and through the Administrative Office of the Courts, (hereinafter "NHJB") of One Granite Place, Suite N400, Concord, New Hampshire 03301, and **Affiliated Monitors Inc.** (hereinafter "Contractor"), a Massachusetts corporation having a principal business address at P.O. Box 961791, Boston, MA, 02196.

**WHEREAS**, the Parties entered into a contract effective **May 26, 2023** ("Agreement") for the claims processing services;

**WHEREAS**, pursuant to provision 24 of the Agreement, the Agreement may be modified by a written instrument signed by the Parties;

**WHEREAS**, the Contractor and the NHJB have agreed to amend the Agreement further as specified below;

**NOW THEREFORE**, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

1. **Amendment To Agreement:**

- a. The Not-to-Exceed-Cap shall be increased from \$1,010,785.00 (under Third Contract Amendment) to **\$1,155,785.00**. All references in the Agreement to \$1,010,785.00 shall be replaced with **\$1,155,785.00**.
- b. This cap adjustment represents anticipated work extending through June 30, 2025.
- c. The Contract Term under Section 3 shall be replaced as follows: "The term of this contract shall commence on the signature of both parties to the original Agreement and end on **December 31, 2025**, unless extended by a written instrument signed by both parties."

2. **Effective Date of the Amendment:**

This Amendment shall be effective upon the last date of the signatures below.

3. **Continuance of Agreement:**

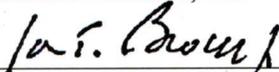
Except as specifically amended by the terms and conditions of this Amendment, the Agreement and the obligations of the parties, including Attachments, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the day and year first above written.



\_\_\_\_\_  
Vincent L. DiCianni, President  
Affiliated Monitors, Inc.

Date: May 30, 2025



\_\_\_\_\_  
John T. Broderick, Jr.  
Claims Administrator  
NH YDC Claims Administration & Settlement Fund

Date: May 30, 2025



\_\_\_\_\_  
Hon. Christopher M. Keating  
Interim Director, Administrative Office of the Courts

Date: June 6, 2025

**CONTRACT BETWEEN THE  
NEW HAMPSHIRE JUDICIAL BRANCH  
AND  
AFFILIATED MONITORS INC.**

**THIRD CONTRACT AMENDMENT**

This amendment (hereinafter called the "Amendment") between the State of New Hampshire Judicial Branch, by and through the Administrative Office of the Courts, (hereinafter "NHJB") of One Granite Place, Suite N400, Concord, New Hampshire 03301, and **Affiliated Monitors Inc.** (hereinafter "Contractor"), a Massachusetts corporation having a principal business address at P.O. Box 961791, Boston, MA, 02196.

**WHEREAS**, the Parties entered into a contract effective May 26, 2023 ("Agreement") for the claims processing services;

**WHEREAS**, pursuant to provision 24 of the Agreement, the Agreement may be modified by a written instrument signed by the Parties;

**WHEREAS**, the Contractor and the NHJB have agreed to amend the Agreement as further specified below;

**NOW THEREFORE**, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

**1. Amendments To Agreement:**

- a. The Not-to-Exceed-Cap shall be increased from \$565,400.00 to **\$1,010,785.00**. All references in the Agreement to \$565,400.00 shall be replaced with **\$1,010,785.00**.
- b. This cap adjustment represents an increase for anticipated work extending through June 30, 2025.
- c. The Contract Term under Section 3 shall be replaced as follows: "The term of this Contract shall commence on the signature of both parties to the original Agreement and end on **June 30, 2025**, unless extended by a written instrument signed by both parties."

**2. Effective Date of the Amendment:**

This Amendment shall be effective upon the signatures of both parties.

**CONTRACT BETWEEN THE  
NEW HAMPSHIRE JUDICIAL BRANCH  
AND  
AFFILIATED MONITORS INC.**

**3. Continuance of Agreement:**

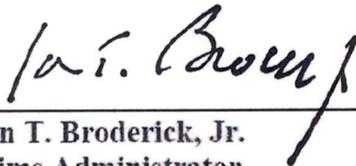
Except as specifically amended by the terms and conditions of this Amendment, the Agreement and the obligations of the parties, including Attachments A and B, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the day and year first above written.



**Vincent L. DiCianni, President  
Affiliated Monitors, Inc.**

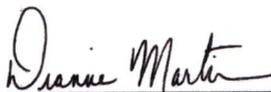
**Date: August 27, 2024**



**John T. Broderick, Jr.  
Claims Administrator  
New Hampshire Youth Development Center  
Claims Administration & Settlement Fund**

**Date:**

9/6/2024



**Dianne Martin, Esq.  
Director  
Administrative Office of the Courts**

**Date: September 17, 2024**

**NEW HAMPSHIRE JUDICIAL BRANCH  
AND  
AFFILIATED MONITORS INC.**

**SECOND CONTRACT AMENDMENT**

This amendment (hereinafter called the "Amendment") between the State of New Hampshire Judicial Branch, by and through the Administrative Office of the Courts, (hereinafter "NHJB") of One Granite Place, Suite N400, Concord, New Hampshire 03301, and **Affiliated Monitors Inc.** (hereinafter "Contractor"), a Massachusetts corporation having a principal business address at P.O. Box 961791, Boston, MA, 02196.

**WHEREAS**, the Parties entered into a contract effective **May 26, 2023** ("Agreement") for the claims processing services;

**WHEREAS**, pursuant to provision 24 of the Agreement, the Agreement may be modified by a written instrument signed by the Parties;

**WHEREAS**, the Contractor and the NHJB have agreed to amend the Agreement as further specified below;

**NOW THEREFORE**, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

**1. Amendment To Agreement:**

- a. The Not-to-Exceed-Cap shall be increased from **\$168,500.00** (from First Contract Amendment). All references in the Agreement per First Contract Amendment to \$168,500.00 shall be replaced with **\$565,400.00**.
- b. The Contract Term under Section 3 shall be replaced as follows:

**3. Contract Term**

The term of this Contract shall commence on the signature of both parties and end on September 30, 2024, unless extended by a written instrument signed by both Parties.

**2. Effective Date of the Amendment:**

This Amendment shall be effective upon the signatures of both parties.

**NEW HAMPSHIRE JUDICIAL BRANCH  
AND  
AFFILIATED MONITORS INC.**

**3. Continuance of Agreement:**

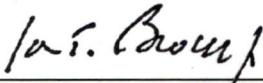
Except as specifically amended by the terms and conditions of this Amendment, the Agreement and the obligations of the parties, including Attachments A and B, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the day and year first above written.



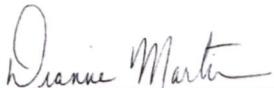
\_\_\_\_\_  
**Vincent L. DiCianni, President  
Affiliated Monitors, Inc.**

**Date: September 22, 2023**



\_\_\_\_\_  
**John T. Broderick, Jr.  
Claims Administrator  
New Hampshire Youth Development Center  
Claims Administration & Settlement Fund**

**Date: September 29, 2023**



\_\_\_\_\_  
**Dianne Martin, Esq.  
Director  
Administrative Office of the Courts**

October  
**Date: ~~September~~ 10, 2023**

**CONTRACT BETWEEN THE  
NEW HAMPSHIRE JUDICIAL BRANCH  
AND  
AFFILIATED MONITORS INC.**

**FIRST CONTRACT AMENDMENT**

This amendment (hereinafter called the "Amendment") between the State of New Hampshire Judicial Branch, by and through the Administrative Office of the Courts, (hereinafter "NHJB") of One Granite Place, Suite N400, Concord, New Hampshire 03301, and **Affiliated Monitors Inc.** (hereinafter "Contractor"), a Massachusetts corporation having a principal business address at P.O. Box 961791, Boston, MA, 02196.

**WHEREAS**, the Parties entered into a contract effective May 26, 2023 ("Agreement") for the claims processing services;

**WHEREAS**, pursuant to provision 24 of the Agreement, the Agreement may be modified by a written instrument signed by the Parties;

**WHEREAS**, the Contractor and the NHJB have agreed to amend the Agreement as further specified below;

**NOW THEREFORE**, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

**1. Amendment To Agreement:**

- a. The Not-to-Exceed-Cap shall be increased from \$159,500.00 to **\$168,500.00**. All references in the Agreement to \$159,500.00 shall be replaced with **\$168,500.00**.
- b. **Attachment A**, Q2-Q3 2023 Priority Tasks, Section 5 shall be replaced as follows:

**5. Verifying/Fact-Collection for Claims and Related Processes**

AMI's team has a deep bench ready to assist with collecting and verifying facts for claims. This could include interviews, document collection and reviews, on-site visits, research, and data analytics.

Services may involve developing appropriate practices and protocol surrounding validation and verification of key evaluation fact questions, such as eligibility.

**CONTRACT BETWEEN THE  
NEW HAMPSHIRE JUDICIAL BRANCH  
AND  
AFFILIATED MONITORS INC.**

Services also may involve per-claim assignments per referral by the Claims Administrator to further develop information about a claim as submitted, collecting and reviewing materials for varying evaluation issues such as assessing eligibility questions (e.g., review of resident files) and interviewing a claimant to provide a neutral written report of description of abuse events.

To better assist claimants and witnesses who have been affected by trauma, physical, and sexual abuse, AMI proposes to receive training in trauma-sensitive interview methods. Although AMI staff has experience in conducting fact collection of documents, materials, and witness interviews, and some AMI staff have experience in investigating violent crimes, a uniform approach to trauma-sensitive investigations would benefit the entire claims administration process. AMI agrees that those designated to be available to provide assistance during this engagement will participate in a trauma-informed training session, conducted remotely. AMI will not bill for the first two hours of this training but will bill for any additional training on this topic at the agreed-upon hourly rates. In a proposal to be developed upon request, AMI will likewise bill its agreed-upon hourly rates for any other training it receives as a requirement of this engagement.

- c. **Attachment B**, Q2-Q3 2023 Priority Tasks, Section 5 shall be replaced as follows:

5. Verifying/Fact-Collection for Claims and Related Processes

For these services during **Quarter Three** of the claims process, AMI will charge the NHJB up to \$500 per hour for authorized work actually performed regardless of AMI staff member, but in no event shall AMI charge an hourly rate higher than specified in the table in Attachment B of the contract if using less senior staff and administrative staff.

**CONTRACT BETWEEN THE  
NEW HAMPSHIRE JUDICIAL BRANCH  
AND  
AFFILIATED MONITORS INC.**

**2. Effective Date of the Amendment:**

This Amendment shall be effective upon the signatures of both parties.

**3. Continuance of Agreement:**

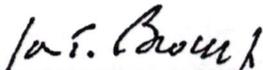
Except as specifically amended by the terms and conditions of this Amendment, the Agreement and the obligations of the parties, including Attachments A and B, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.



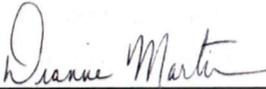
**Vincent L. DiCianni, President  
Affiliated Monitors, Inc.**

**Date: August 2, 2023**



**John T. Broderick, Jr.  
Claims Administrator  
New Hampshire Youth Development Center  
Claims Administration & Settlement Fund**

**Date: 8/9/2023**



**Dianne Martin, Esq.  
Director  
Administrative Office of the Courts**

**Date: August 15, 2023**



**CONTRACT BETWEEN THE  
NEW HAMPSHIRE JUDICIAL BRANCH  
AND  
AFFILIATED MONITORS INC.**

This agreement, including all attachments and amendments (hereinafter, the "Contract"), is between the **State of New Hampshire Judicial Branch**, by and through the Administrative Office of the Courts, (hereinafter "NHJB") located at One Granite Place, Suite N400, Concord, New Hampshire 03301 and **Affiliated Monitors Inc.** ("Affiliated Monitors" or "AMI" or "Contractor"), a Massachusetts corporation having a principal business address at P.O. Box 961791, Boston, MA, 02196 (together the Parties) for **AMI** to provide services to assist **Claims Administrator John T. Broderick, Jr.** in the performance of his independent duties to administer the YDC Settlement Fund established under NH RSA 21-M:11-a.

**1. Contract Overview.** The New Hampshire Legislature established the YDC Settlement Fund (the "Fund") under NH RSA 21-M:11-a, for victims of sexual and physical abuse at New Hampshire's youth detention center in prior decades to provide an administration process as a trauma-informed, victim-centered alternative to litigation for the efficient and fair resolution of potential claims against the State of New Hampshire. 2022 HB 1677, *Statement of Purpose* for NH RSA 21-M:11-a. The Legislature established a process for determining settlement amounts of claims under the Fund and directed the Attorney General to use the Fund for the purposes of administering claims. NH RSA 21-M:11-a, II *et seq.* The Legislature further established in the New Hampshire Judicial Branch a position known as the youth development center claims administrator, *id.* at I(a), III; and the New Hampshire Supreme Court appointed John T. Broderick, Jr. to serve as an independent, neutral claims administrator (the "Claims Administrator" or "YDCCA").

The Claims Administrator selected **AMI** due to its expertise and breadth of staff in a variety of claims management services to assist him in performing his duties and responsibilities under NH RSA 21-M:11-a.

The YDCCA (through his duly authorized representative) is the Contract Manager for this Contract and will direct the substantive work under the Contract in accordance with his duty to exercise independent decision-making. NH RSA 21-M:11-a, III.

**2. Release of Documents.** This Contract and documents and data in the Contractor's possession, custody or control pursuant to performance of Services may be subject to public disclosure in accordance with New Hampshire law such as, NH RSA 91-A (the "Right to Know" law). Any information that the Contractor claims is private, confidential or proprietary must be clearly marked as Confidential, as set forth below. If NHJB receives a request for information that has been identified by the Contractor as Confidential, the NHJB will notify the Contractor if it intends to release the information so marked.

If the Contractor receives any request or demand for public disclosure of Confidential Information, the Contractor shall immediately inform the Contract Manager in writing, including a copy of any written request or demand for public disclosure. It is the sole decision of the Claims Administrator, in consultation with NHJB General Counsel, whether to publicly release the information requested or demanded, subject to a court order of competent jurisdiction.

**3. Contract Term.** The term of this Contract shall commence on the signature of both Parties and end on the earlier to occur of the following: (i) the completion of all services under this Contract or (ii) termination pursuant to this Contract. In no event shall the term of the Contract exceed September 30, 2023, unless extended by a written instrument signed by both Parties.

**4. Scope of Services.** The nature of the duties and responsibilities of the Claims Administrator under NH RSA 21-M:11-a (and related claims process guides) anticipates work that is iterative in nature. Accordingly, the Claims Administrator may from time to time seek to retain the services of AMI for ongoing work and for discrete projects (the "Services"), and the Contractor hereby agrees to perform such Services pursuant to the terms and conditions of this Contract.

The scope of services to be performed by the Contractor are detailed within the Proposal for Services submitted by Contractor to the Claims Administrator attached hereto as **Attachment A**. The costs for the scope of services, including a not-to-exceed-cap, are identified in Paragraph 5 below.

The Contractor agrees to perform its obligations hereunder through qualified personnel, in a timely manner, on a good and reasonable best-efforts basis. The Contractor agrees to furnish all labor, materials, tools and services that are necessary and/or appropriate to provide the Services. The NHJB shall not be required to pay for any such work that has not been so authorized.

The Claims Administrator agrees to cooperate with the Contractor in the course of Contractor's provision of the Services, including providing necessary information and assistance as reasonably requested by the Contractor.

## 5. Contract Fees and Costs.

5.1 AMI's Fees for Services. As compensation for the Services set forth in this Contract, NHJB shall pay **AMI** the fees set forth in the Pricing Proposal submitted by Contractor attached to this Contract to as **Attachment B**.

5.2 Travel and Other Expenses. The NHJB shall reimburse the Contractor for all approved reasonable travel and other approved reasonable and necessary expenses (over and above normal daily expenses of working and commuting) in connection with Services performed.

5.3 Total Initial Cost. The Parties agree that the Total Cost of Contractor Services, including actual travel and expenses, **shall not exceed \$159,500.00** through the term of the contract aligning with **Quarter Two through Quarter Three** of claims processing under NH RSA 21-M:11-a ("Not-to-Exceed-Cap"). The costs associated with various types of initial services within the Proposal for Services (**Attachment A**), including estimated travel and expenses, are set forth in **Attachment B** (*Pricing Proposal*). The Pricing Proposal contains reasonable estimates based on known and potential needs for AMI's services under the Proposal for Services. For some types of Services identified in the Pricing Proposal, the extent of necessary services of AMI to assist the Claims Administrator in the performance of his duties will be become known as the claims process develops. Notwithstanding anything to the contrary in this Contract, at no time shall the total of the cost, including all expenses, exceed the Not-to-Exceed-Cap. The Not-to-Exceed Cap of the contract may be extended by mutual agreement in advance and in writing.

Under Section 5 of the Proposal for Services in **Attachment A**, AMI will establish a proposal upon request for providing investigation services with a budget and rates (including reasonable travel expenses). To allow for an informed proposal, details regarding specific investigations will be identified by the YDCCA.

The Contractor understands that the Claims Administrator is required to provided quarterly reports of actual and estimated administrative costs of the Claims Administrator under NH RSA 21-M:11-a, XV. The Contractor agrees to provide to the YDCCA detailed monthly invoices as described below and estimated budgets to assist the Administrator in his reporting duties under NH RSA 21-M:11-a.

The Contractor agrees to provide to the YDCCA proposed budgets with not-to-exceed caps by Quarter, including for travel and expenses. The Contractor agrees to discuss, when needed, with YDCCA where the invoiced work reaches 70% of a budgeted Not-to-Exceed-Cap that

may govern a particular Quarter.

5.4 Documentation of Costs. During the term of the Contract, the Contractor agrees to maintain books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract.

5.5 Invoices. Contractor shall submit invoices on a monthly basis and shall submit monthly invoices for travel and other expenses incurred under a SOW during the preceding monthly period. The form for the invoices will be (1) a cover sheet indicating distribution of charges by service or task category, name of employee, rate, hours worked, fee for the period and applicable expenses, if any; and (2) an attached detailed of work performed by days and hours. Invoices must be substantiated with receipts for the approved expenses amounting to more than \$25.00 to the extent that receipts for such expenses are normally issued.

5.6 Payment. All invoices submitted are subject to the NHJB and the Claims Administrator's written approval. The NHJB will pay the approved and undisputed invoice within thirty (30) days of the invoice receipt and approval. The Contractor understands that the internal review and approval process at times may require additional time for payment and permits an extension of up to forty-five (45) days after receipt without the need for mutual agreement.

5.7 Invoice Address.

Jennifer Foley, General Counsel  
New Hampshire Youth Development Center Claims Administration & Settlement Fund  
PO Box 1930  
Concord, NH 03302-1930  
[JFoley@ydcclaims.nh.gov](mailto:JFoley@ydcclaims.nh.gov)

And

Peggy Haskett  
Executive Assistant to Administrator John T. Broderick, Jr.  
[Peggy@ydcclaims.nh.gov](mailto:Peggy@ydcclaims.nh.gov)

5.8 Payment Contingency. Notwithstanding anything to the contrary in this Contract, payment is contingent upon the continued availability of funding appropriated by the New Hampshire Legislature for administrative expenses of the YDCCA in accordance with NH RSA 21-M:11-a. To the extent, that any portion of the allocated funds becomes unavailable due to a lack of appropriation, the NHJB or the YDCCA may, at its option, terminate this Contract. The

NHJB shall not be required to transfer funds from any other account or source to fund the Contract. Upon termination and to the extent of lawfully available funds, the NHJB or the YDCCA will remit all amounts due and all costs reasonably incurred by Contractor through the date of termination.

When known, YDCCA agrees to inform the Contractor in advance of work performed that funding may become unavailable.

**6. Contract Management.** The Parties designate the following points of contact for all notices required under this Contract:

**YDCCA Contract Manager:**

Jennifer Foley, General Counsel  
New Hampshire Youth Development Center Claims Administration & Settlement Fund  
PO Box 1930  
Concord, NH 03302-1930  
[JFoley@ydcclaims.nh.gov](mailto:JFoley@ydcclaims.nh.gov)  
(603) 724-8782

**Contractor:**

Vincent L. DiCianni, President  
Affiliated Monitors, Inc.  
PO Box 961791  
Boston, MA 02196  
[VDiCianni@AffiliatedMonitors.com](mailto:VDiCianni@AffiliatedMonitors.com)  
(617) 519-3899

**For any data security issues that may arise, the Contractor will also notify NHJB Court IT at:**

Matt Seaton  
Chief Information Officer  
Administrative Office of the Courts, NH Judicial Branch  
Email: [MSeaton@courts.state.nh.us](mailto:MSeaton@courts.state.nh.us)

**7. Confidentiality.**

**7.1 Confidential Information.** During the term of this Contract, certain information will be disclosed to the Contractor, or the Contractor may acquire, obtain access to, develop, or create non-public, proprietary or confidential data, documents or information (collectively and

individually “Confidential Information”). This Confidential Information will include, without limitation: (1) personal and highly sensitive information involving individual claimants to the Fund, and (2) work product resulting from the Services. *See, e.g.*, NH RSA 21-M:11-a, VII(g). It is the obligation of the Contractor to treat all information in its possession, custody, or control pursuant to the Services as confidential, unless it is otherwise in the public domain.

The Contractor acknowledges the confidential character of the Confidential Information and agrees that the Confidential Information is the exclusive and valuable property of the Claims Administrator. The Contractor shall maintain such Confidential Information as strictly confidential and agrees not to reproduce or divulge any of the Confidential Information to anyone outside of designated staff of the YDCCA without the YDCCA's prior written consent and further agrees not to use the Confidential Information except in the performance of Services under this Contract, whether during or after the Term of this Contract.

This paragraph shall survive the termination of the Contract.

7.2 Non-Disclosure Agreement. The parties will execute an appropriate Business Associate Agreement, which is attached hereto as Attachment C. Contractor shall periodically update the list of authorized persons by prior written notice to YDCCA and shall take such steps as are necessary to notify its authorized personnel of the obligations of such agreement and to enforce compliance. Contractor shall be responsible for compliance by all of its associated personnel and shall be liable for such personnel's acts and omissions to the same extent as if they were made by the Contractor.

**8. Professional Conduct.** At all times while working pursuant to the Contract, the Contractor shall act in a manner that upholds the dignity and integrity of the NHJB and the YDCCA. The Contractor shall observe standards of fidelity and diligence appropriate to work for the NHJB and YDCCA.

During the term of the Contract, the Contractor may be engaged by one or more organization(s). The Contractor represents that the Contractor is not and shall not become a party to any agreement that conflicts with the duties of this Contract.

**9. Contractor's Personnel.**

9.1 Selection of Key Personnel. YDCCA shall have the right to review resumes and approve personnel prior to the selection of any Project team or any replacement thereof. To the extent possible, AMI shall assign key personnel, including the project manager, to a Project until its completion. If AMI is required to remove personnel, replacements shall have similar qualifications and experience.

9.2 Status. The Contractor, in the performance of its duties hereunder (including any SOWs), agrees to serve as an independent contractor to YDCCA only, and neither an agent nor employee of the YDCCA or the NHJB. Nothing in this Contract shall be deemed to create or imply any relationship other than that of independent contractor. This Contract does not, nor does any other work Contractor's representatives perform for the YDCCA, entitle any individual to receive fringe benefits such as annual leave, sick leave, administrative leave, health insurance, dental insurance or retirement contributions. Nothing in this Contract shall be construed to grant any individual any rights as a regular, probationary or temporary employee of the NHJB. Neither the Contractor nor any of its officers, employees, agents or members shall have the authority to bind the YDCCA or the NHJB or receive any benefits, workers' compensation or other emoluments provided by the NHJB to its employees.

9.3 Representations and Warranties. The Contractor (AMI) represents and expressly warrants as follows on a continuing basis:

- (a) This Agreement has been duly authorized, executed, and delivered; this Agreement constitutes a valid and binding obligation of AMI and is fully enforceable against AMI in accordance with its terms; and this Agreement is not in conflict with any other agreement by which AMI may be bound;
- (b) The services to be performed by AMI will be performed in a professional manner, conforming to the highest standards of the industry and to the performance criteria provided under this Agreement. All services will be performed by qualified, well-trained, and properly equipped personnel;
- (c) AMI is compliant with all applicable federal, state, county and local laws, ordinances, regulations, and codes in the performance of its obligations under this Agreement, including, but not limited to, procurement of all necessary licenses, authorization, permits and consents and compliance with applicable laws prohibiting discrimination on the basis of race, color, creed, religion, ethnic origin, age, sex, disability, sexual orientation, or other unlawful basis, with YDCCA policies prohibiting such discrimination, with other YDCCA policies, and with all laws, regulations, and other legal obligations relating to AMI's employees, agents, and subcontractors;
- (d) There is no action, order, writ, injunction, judgment or decree outstanding or claim, suit, litigation, proceeding, labor dispute, arbitral action or investigation pending, or to the actual knowledge of AMI threatened, against or relating to AMI that would have a material adverse effect on this Agreement or on AMI's ability to consummate the transactions contemplated hereby; and
- (e) AMI makes no guarantee that its services will protect any YDCCA personnel from disciplinary or legal action by any Federal or State authority or protect any YDCC personnel from any civil or criminal liability or regulatory action. YDCCA, and its

owners, officers and directors, agree not to initiate any civil action against AMI, or any officer, director, employee, agent or servant of AMI, for any of the following: 1) any claim arising out of any disciplinary or legal action that may be initiated against YDCCA, or against any owner, officer, director, employee, agent or servant of YDCCA, which results from any work performed by AMI pursuant to the terms of this Agreement, unless the claim also arises out of gross negligence or intentional misconduct by AMI or its officers, directors, employees, agents or servants; or 2) any civil action arising out of any act or omission of AMI, or any officer, director, employee, agent, or servant of AMI, which may occur during AMI's performance of the services described in this agreement, unless such acts or omissions arises out of gross negligence or intentional misconduct by AMI or its officers, directors, employees, agents or servants.

**10. Workers Compensation.** 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*"). To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any sub-contractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to the Agreement. The NHJB shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any sub-contractor 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 the Agreement.

**11. Changes in Service.** The YDCCA may, as agreed to by Contractor, request changes within the general scope of Services provided under this Contract, including but not limited to the following:

YDCCA may, at any time, request the removal of one or more of Contractor's employees from a Project either (i) on fifteen (15) business days' written notice without cause, (ii) on one (1) business day's written notice, if YDCCA determines that the work being performed is not satisfactory, or (iii) immediately, by mutual agreement of the Contractor and YDCCA. In the event of an employee's removal, Contractor shall designate another employee to replace the removed employee as soon as practicable.

**12. Severability.** In the event one or more sections or paragraphs of this Contract shall be determined by a court of competent jurisdiction to be unenforceable under governing law, such determination shall have no effect on the remainder of this Contract and all other provisions shall remain in full force and effect.

**13. Conflicting Terms.** To the extent there is a conflict between the provisions of this Contract and any attachments to this Contract, including but not limited to Attachment A, the provisions of

this Contract control and take precedent.

**14. Indemnification and Hold Harmless.**

14.1 Contractor Indemnification. The Contractor shall defend, indemnify, and hold harmless the NHJB, the YDCCA and/or the State of New Hampshire, its officers and employees, from and against any claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement asserted against the NHJB, the YDCCA and/or the State of New Hampshire, its agencies, officers and employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the NHJB, the YDCCA and/or the State of New Hampshire. This paragraph shall survive the termination of the Contract.

14.2 NHJB and YDCCA Hold Harmless. The YDCCA understands and acknowledges that the YDCCA and the Claims Administrator make their own independent judgment on processing claims and on final resolution of claims and that the Contractor is not responsible for losses, claims, damages, liabilities, or expenses that may result from those independent decisions and judgments. The Contractor makes no guarantee that its services will protect YDCCA or any employee or agent from disciplinary or legal action by any federal or state authority nor protect it or them from any civil, criminal liability or regulatory action. The Contractor understands and acknowledges that it is responsible for damages, liabilities, or expenses that may result from the Contractor's gross negligence or willful misconduct.

This paragraph shall survive the termination of the Contract.

**15. Assignment, Delegation and Subcontracts.** The Contractor may delegate any work to be performed under this Contract to a subcontractor only with YDCCA's prior written consent. Any subcontractor to whom work is delegated shall be bound by the terms of this Contract, and the Contractor shall remain responsible and liable for the acts and omissions of any subcontractor notwithstanding that YDCCA has consented to the delegation of the work. YDCCA's rights with respect to removal of Contractor's employees shall also apply to subcontractors.

The Contractor may not assign this Contract or subcontract without the NHJB's prior written consent.

**16. Force Majeure.** Neither Contractor nor the NHJB or YDCCA shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather. Except in the event of the foregoing, Force Majeure events shall not include Contractor's inability to hire

or provide personnel needed for Independent Consultant's performance under the Contract.

**17. Third Parties.** With the exception of the Claims Administrator, the Parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer such a benefit.

**18. Security and in the Event of Data Breach.**

18.1 Security Measures. The Contractor agrees that it will protect the Confidential Information it receives according to commercially acceptable standards that account for its highly sensitive nature and, in any event, no less rigorously than it protects its own Confidential Information. Specifically, the Contractor shall implement, maintain, and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all Confidential Information, be it electronic or hardcopy.

The Contractor will provide a written description of its security measures to give assurances to the YDCCA.

18.2 Security Breach. The Contractor warrants that, in the event of an actual or suspected security breach, Contractor shall immediately inform YDCCA and NHJB of the breach, and take all necessary and reasonable steps to prevent any further disclosure or use. Contractor will cooperate fully with YDCCA and NHJB in any data breach forensics and notification steps that YDCCA and NHJB deems necessary or appropriate to comply with requirements of applicable law.

18.3 Notice and Other Requirements. Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a Security Breach, as defined by NH RSA 359-C:19, of any of Contractor's security obligations, or other event requiring notification under applicable law, Contractor agrees to:

- (1) Notify NHJB's Chief Information Officer by telephone and e-mail of such an event within 24 hours of discovery, and
- (2) Assume responsibility for informing all individuals in accordance with applicable law, and
- (3) Indemnify, hold harmless and defend the NHJB, YDCAA and/or the State of New Hampshire and its agencies, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
- (4) Contractor's notification to NHJB and YDCCA shall identify:
  - (i) The nature of the unauthorized access, use or disclosure;
  - (ii) The computerized data accessed, used or disclosed;

- (iii) The person(s) who accessed, used or disclosed and/or received the computerized data (if known);
- (iv) What Contractor has done or will do to mitigate any deleterious effect of unauthorized access, use or disclosure; and
- (v) What corrective action Contractor has taken or will take to prevent future unauthorized access, use or disclosure.

This paragraph shall survive the termination of the Contract.

**19. Event of Default/Remedies.**

19.1 Default. Any one of the following acts or omissions by the Contractor shall constitute an event of default hereunder:

- a. Failure to perform the services to the reasonable satisfaction of the YDCCA or on any agreed to schedule; or
- b. Failure to perform any other covenant, term, or condition of the Contract.

19.2 Remedy. In the event of a default, the NHJB, in consultation with YDCAA, may take any or all of the following actions:

- a. Provide the Contractor with a written notice specifying the event of default and requiring it to be remedied within a period of time determined by NHJB in consultation with YDCAA to be sufficiently adequate under the circumstances; and if the event of default is not remedied within the prescribed period, terminate the Contract effective two (2) days after the Contractor has failed to timely remedy the alleged default within the reasonable period provided;
- b. Treat the Contract as breached and pursue any of its remedies at law, or in equity, or both.

19.3 Waiver of Breach. No failure by the NHJB or YDCCA to enforce any provisions of this Contract 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 NHJB or YDCCA to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**20. Governing Law and Venue.** The Contract shall be construed in accordance with the laws of the State of New Hampshire without regard to its choice of law provisions, and is binding upon and inures to the benefit of the parties and their respective successor and assigns. Any action arising

under or related to this Contract shall be brought exclusively in the State of New Hampshire, Merrimack County Superior Court. This paragraph shall survive the termination of the Contract.

## **21. Termination**

21.1 Termination for Cause. NHJB may terminate this Contract if:

- (1) Contractor fails to comply with any material provision of this Contract (including any representation, warranty or covenant), and fails to cure such non-compliance within fifteen (15) days after receipt of notice; if no cure for such non-compliance is possible, the termination shall have immediate effect after receipt of notice; or
- (2) Contractor becomes insolvent or makes an assignment for the benefit of creditors, or a receiver or similar officer is appointed to take charge of all or part of Contractor's assets; or
- (3) Contractor is found in a court of competent jurisdiction or executes a settlement with an appropriate governmental agency in which Contractor admits, to have violated or be in violation of federal, state, or local laws or regulations relating to the Services.

21.2 Termination for Convenience. NHJB, in consultation with YDCCA may terminate this Contract, with or without cause, upon giving Contractor thirty (30) days' written notice of termination. Upon receipt of that notice (the "Stop Date"), the Contractor will:

- (1) Immediately stop work unless otherwise directed by NHJB in consultation with YDCCA in writing; and
- (2) Notify YDCCA of non-cancelable costs incurred up to the Stop Date. Subject to the Contract Section governing travel and other expenses, and further provided that NHJB and YDCCA has been notified in the applicable SOW of the non-cancelable nature of the cost, YDCCA shall pay those costs within sixty (60) days of receipt of a proper invoice. Such costs shall not exceed, and YDCCA will not be obligated to pay, more than the unpaid balance due on conforming work completed prior to the termination date.

**22. Return of Property.** Unless otherwise instructed by YDCCA, upon the termination, cancellation, expiration, or other conclusion of this Contract, AMI agrees to end all further use and utilization of, and to immediately return to YDCCA or its designee or, at YDCCA's discretion, destroy and not retain any copies of any Confidential Information. This obligation applies whether the Confidential Information was furnished by YDCCA or created or prepared by the Contractor under this Contract pursuant to the provisions or requirements of this Contract. Confidential Information (in whatever form) will be deemed destroyed when it

cannot practically be read, viewed, accessed or reconstructed. The Contractor will provide written confirmation of compliance with this paragraph.

**23. Compliance with Applicable Laws.** The Parties shall comply with all applicable local, state, federal and foreign laws and regulations and nothing in this Contract shall (a) require or be construed to require either Party to violate such provisions of law or (b) subject either Party to liability or render either Party in breach of this Contract for adhering to such provisions of law. If this Contract or the Contractor's or YDCCA's performance under it cause, create, or involve a violation of law, rule, order or regulation, or threaten to do so, or interfere with YDCCA's status, rights or privileges, then this Contract may be terminated by NHJB in consultation with YDCCA without liability to the Contractor therefore.

**24. Modification.** Notwithstanding any other provision in this Contract, this Contract constitutes the final agreement between Contractor and the NHJB and it shall not be modified in any respect without prior written amendment executed by the Parties.

**25. Certification.** Contractor is responsible for ensuring that it and its employees (if any) comply with YDCCA and NHJB policies prohibiting discrimination on the basis of race, color, creed, religion, ethnic origin, age, sex, disability, sexual orientation, or other unlawful basis, and other policies, rules and regulations that have been made available to Contractor in writing or electronically (all as in effect from time to time). The undersigned certifies, to the best of their knowledge and belief, that:

(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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable intellectual property laws.

(2) During the term of the Contract, 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.

(3) If the Contract is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of all federal executive orders, rules, regulations and statutes, including but not limited to 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 issued 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 the Contract and addendum.

**26. General Terms.**

26.1 Entire Agreement. All attachments, including Attachments A, B, and C are incorporated into this Contract. The Contract and any exhibits or other attachments 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. No oral agreement or understanding or prior written agreement or document relating to the subject matter of this Contract shall be considered part of this Contract, and the same shall be deemed superseded by this Contract. This Contract may be amended only in writing by duly authorized representatives of the Parties hereto.

26.2 Other Contracting Entities. No part of this Agreement shall be construed as to limiting either Party from contracting with another person(s) or entity for the same or similar services covered by this Agreement unless such contract would create a conflict.

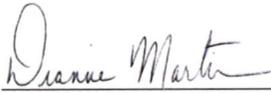
26.3 Time sensitive. Time is of the essence of this Agreement or as further defined within each scope of work.

26.4 Rights and Remedies. The rights of both Parties hereunder shall be in addition to their rights and remedies at law or in equity. Failure of either Party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights it may have.

26.5 Surviving Provisions. The provisions of this Agreement which by their explicit terms or their manifest intent are to survive, including without limitation those that relate to confidentiality, rights in work product, and indemnification, shall survive expiration or termination of this Agreement

**27. Execution.** This Agreement may be executed by transmittal of electronic signature counterparts.

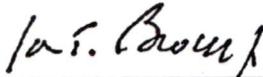
[signatures on next page]



\_\_\_\_\_  
Dianne Martin, Director  
Administrative Office of the Courts

05/26/2023

\_\_\_\_\_  
Date



\_\_\_\_\_  
John T. Broderick Jr., Claims Administrator  
New Hampshire Youth Development Center  
Claims Administration & Settlement Fund

5/18/2023

\_\_\_\_\_  
Date



\_\_\_\_\_  
Vincent L. DiCianni, President  
Affiliated Monitors, Inc.

Date: May 18, 2023

**ATTACHMENT A: AMI Proposal for Services (May 2023)**  
**ATTACHMENT B: AMI Pricing Proposal (May 2023)**  
**ATTACHMENT C: AMI Business Associates Agreement (May 2023)**

**ATTACHMENT A**  
**REDACTED**

**ATTACHMENT B**  
**REDACTED**

**Attachment C**

**BUSINESS ASSOCIATE AGREEMENT**

This **Business Associate Agreement** (“Agreement”) is made and entered into between the **State of New Hampshire Judicial Branch**, by and through the Administrative Office of the Courts, (hereinafter “NHJB”) of One Granite Place, Suite N400, Concord, New Hampshire 03301 (“Covered Entity”) and **Affiliated Monitors Inc.** (“Affiliated Monitors” or “Business Associate”), a Massachusetts corporation having a principal business address at P.O. Box 961791, Boston, MA, 02196, in furtherance of the Contract entered into for **AMI** to provide services to assist **Claims Administrator John T. Broderick, Jr.** (the “YDCCA” or “Claims Administrator”) in the performance of his independent duties to administer the YDC Settlement Fund established under NH RSA 21-M:11-a. The Covered Entity and Business Associate may be referred to individually as the “Party” or collectively as the “Parties”.

**BACKGROUND**

**WHEREAS**, the Covered Entity and Affiliated Monitors have entered into a Contract, executed in **May 2023** (hereinafter referred to as the “Contract”), pursuant to which Affiliated Monitors will provide certain services to the Covered Entity which may involve the creation, receipt, review, maintenance or transmission of Protected Health Information (“PHI”) (as defined below) or other confidential information and pursuant to which Affiliated Monitors may be considered a “Business Associate” of the Covered Entity as defined in the HIPAA Privacy Rule; and

**WHEREAS**, the Covered Entity and Affiliated Monitors have determined that compliance is required with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E (the “HIPAA Privacy Rule”); the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C (the “HIPAA Security Rule”); the Notification of Breach of Unsecured Protected Health Information requirements at 45 CFR Part 164, Subpart D (the “Breach Notification Rule”); and terms and conditions required to comply with the provisions of the Health Information Technology for Economic and Clinical Health (HITECH) Act, passed as part of the American Recovery and Reinvestment Act of 2009 (ARRA); and

**WHEREAS**, the Covered Entity and Affiliated Monitors desire to ensure proper protection of any Protected Health Information (“PHI”) which may be created, received, reviewed, maintained, or transmitted in connection with Affiliated Monitors’ performance of the services described in the Contract between the Covered Entity and Affiliated Monitors.

**THEREFORE**, in consideration of the foregoing, the Parties hereby agree as follows:

**Attachment C**

**AGREEMENT**

**1. DEFINITIONS.**

The following terms shall have the meanings noted below for purposes of this Agreement:

(a) Designated Record Set. “Designated Record Set” means (1) a group of records maintained by or for a covered entity that is (i) the medical records and billing records about individuals maintained by or for a health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, whole or in part, by or for the covered entity to make decisions about individuals. The term record for purposes of this definition of a Designated Record Set means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for a covered entity.

(b) Individual. “Individual” means the person who is the subject of Protected Health Information shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(c) Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 164.501, and is limited to the information created, received, reviewed, maintained, or transmitted by Affiliated Monitors from or on behalf of the YDCCA.

(d) Required By Law. “Required By Law” means a mandate contained in law that compels a covered entity to make a use or disclosure of Protected Health Information and that is enforceable in a court of law. Examples of “required by law” include, but are not limited to, court orders and court-ordered warranties; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; and statutes or regulations that require the production of information.

(e) Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.

(f) Electronic Protected Health Information. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103 and is limited to electronic protected health information that is created, received, maintained, or transmitted by or on behalf of the YDCCA, or by Affiliated Monitors.

(g) Breach. “Breach” shall have the same meaning as given that term in 45 C.F.R. § 164.402.

### Attachment C

(h) Unsecured Protected Health Information. “Unsecured Protected Health Information” shall mean Protected Health Information that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified in any guidance issued by the Secretary.

(i) Subcontractor. “Subcontractor” shall mean a person to whom Affiliated Monitors delegates a function, activity, or service, other than in the capacity of a member of the workforce of Affiliated Monitors.

## 2. OBLIGATIONS OF AFFILIATED MONITORS.

Affiliated Monitors hereby agrees to:

(a) Use or disclose Protected Health Information only as permitted or required by this Agreement or as Required by Law. Affiliated Monitors will use or disclose Protected Health Information that Affiliated Monitors obtains or creates on behalf of the Covered Entity only if such use or disclosure complies with each applicable requirement of Section 164.504(e) of the HIPAA Privacy Rule.

(b) Use appropriate safeguards, including compliance with the applicable requirements of the HIPAA Security Rule (45 C.F.R., Part 164, Subpart C) pertaining to safeguards for electronic protected health information, to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement.

(c) Mitigate, to the extent practicable, any harmful effect of a use or disclosure of Protected Health Information by Affiliated Monitors which is known to Affiliated Monitors and which is in violation of the requirements of this Agreement or the HIPAA Privacy and Security Rule.

(d) Report to the Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which Affiliated Monitors becomes aware, including Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410. Affiliated Monitors shall report all Breaches to the Covered Entity in accordance with Section 6 of this Agreement.

(e) Ensure, in accordance with 45 C.F.R. § 164.502(e)(1)(ii), that any subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Affiliated Monitors agrees to the same restrictions and conditions that apply through this Agreement to Affiliated Monitors with respect to such information.

(f) Provide access to Protected Health Information in a Designated Record Set of Affiliated Monitors to the Covered Entity at the request of the Covered Entity.

### Attachment C

(g) Document such disclosures of Protected Health Information and information related to such disclosures and make such information available to the Covered Entity to the extent required to enable the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

(h) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or maintained on behalf of, the Covered Entity available to the Covered Entity, or to the Secretary or anyone designated by the Secretary, for the purpose of enabling the Secretary to determine compliance by the Covered Entity with the HIPAA Privacy and Security Rule.

- (i) The Parties do not anticipate that Affiliated Monitors will be asked to:
- i. Provide an Individual with access to their Protected Health Information, either at the request of the Covered Entity or at the request of such Individual; or
  - ii. Make Protected Health Information in a Designated Record Set available for amendment or incorporate any amendment to such Protected Health Information, either at the request of the Covered Entity or at the request of any Individual.

In the event that Affiliated Monitors is required to perform either of the actions described in this subparagraph, or any other obligation that is imposed upon the Covered Entity under the HIPAA Privacy Rule, Affiliated Monitors shall comply with any and all applicable HIPAA Privacy Rule requirements, including, but not limited to, those which apply to the Covered Entity, in the performance of such actions or obligations.

### **3. PERMITTED USES AND DISCLOSURES BY AFFILIATED MONITORS.**

Except as otherwise limited in this Agreement, Affiliated Monitors may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of the YDCCA, as specified in the Contract between Affiliated Monitors and the YDCCA, provided that such use or disclosure would not violate the HIPAA Privacy or Security Rule if done by the YDCCA or the “minimum disclosure necessary” policies and procedures of the YDCCA.

### **4. SPECIFIC USES AND DISCLOSURES BY AFFILIATED MONITORS.**

Except as otherwise limited in this Agreement, Affiliated Monitors may:

(a) Use Protected Health Information received from, or created or maintained by, Affiliated Monitors on behalf of the Covered Entity for the proper management and administration

### Attachment C

of Affiliated Monitors or to carry out the legal responsibilities of Affiliated Monitors under the CONTRACT;

(b) Disclose Protected Health Information received from, or created or maintained by Affiliated Monitors on behalf of the Covered Entity for the proper management and administration of Affiliated Monitors, provided that:

- i. Such disclosures are Required by Law; or
- ii. Affiliated Monitors obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential, that the information will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and that the person will notify Affiliated Monitors of any instances of which it is aware in which the confidentiality of the information has been breached;

(c) Use Protected Health Information to provide Data Aggregation services relating to the health care operations, if any, of the Covered Entity, as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(d) Use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

#### **5. PROVISIONS FOR THE COVERED ENTITY TO INFORM AFFILIATED MONITORS OF PRIVACY PRACTICES AND RESTRICTIONS.**

The Covered Entity shall notify Affiliated Monitors of the following, if applicable:

(a) Any limitation(s) in the notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation(s) may affect Affiliated Monitors' use or disclosure of Protected Health Information.

(b) Any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Affiliated Monitors' use or disclosure of Protected Health Information.

(c) Any restriction on the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Affiliated Monitors use or disclosure of Protected Health Information.

**Attachment C**

**6. NOTIFICATION TO YDCCA OF BREACH OF UNSECURED PROTECTED HEALTH INFORMATION.**

Affiliated Monitors shall notify the Covered Entity of all Breaches of Unsecured Protected Health Information, as follows:

(a) Affiliated Monitors agrees to report any Breach of Unsecured Protected Health Information to Covered Entity within a reasonable time, but in no case later than five (5) business days after the first day on which the Breach is known, or by the exercise of reasonable diligence would have been known, to Affiliated Monitors.

(b) The notice of a Breach of Unsecured Protected Health Information by Affiliated Monitors to the Covered Entity must include, at a minimum, the following:

- i. The identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Affiliated Monitors to have been, accessed, acquired, or disclosed during the Breach;
- ii. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- iii. A description of the types of Unsecured Protected Health Information that were involved in the Breach; and
- iv. A brief description of what Affiliated Monitors is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

**7. PERMISSIBLE REQUESTS BY THE COVERED ENTITY.**

(a) The Covered Entity shall not request that Affiliated Monitors use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Privacy Rule if done by Covered Entity.

**8. TERM AND TERMINATION.**

(a) Term. This Agreement shall be effective on the date first stated above and the obligations herein shall continue in effect until all Protected Health Information created, received, maintained, or transmitted by Affiliated Monitors on behalf of the Covered Entity that is in the possession of Affiliated Monitors is destroyed or returned to the Covered Entity.

(b) Termination for Cause. Upon learning of a material breach by Affiliated Monitors of the terms of this Agreement, the Covered Entity has the sole discretion to:

### Attachment C

- i. Provide an opportunity for Affiliated Monitors to cure the breach or end the violation and terminate this Agreement if Affiliated Monitors does not cure the breach or end the violation within the time specified by the Covered Entity; or
- ii. Immediately terminate this Agreement; or
- iii. If neither termination nor cure is feasible, the Covered Entity may report the violation to the Secretary.

(c) Effect of Termination. If Affiliated Monitors determines that returning or destroying the Protected Health Information is infeasible, Affiliated Monitors shall notify the Covered Entity about the conditions that make return or destruction infeasible. Upon acceptable notice to the Covered Entity that the return or destruction of Protected Health Information is infeasible, Affiliated Monitors shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for as long as Affiliated Monitors maintains such Protected Health Information.

## 9. MISCELLANEOUS.

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Privacy or Security Rule means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time when necessary to enable the Covered Entity to comply with the requirements of HIPAA, including the HIPAA Privacy Rule and HIPAA Security Rule, or HITECH. The Parties further agree that this Agreement may be amended only with the written consent of both Parties.

(c) Survival. The respective rights and obligations of the Covered Entity and Affiliated Monitors under this Agreement shall survive the termination of this Agreement.

(d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with HIPAA.

(e) Entire Agreement. This Agreement embodies the entire understanding of the parties in relation to the subject matter hereof and supersedes any prior agreement between the parties in relation to the subject matter hereof.

**Attachment C**

(f) No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.

**In witness hereof, the parties have caused this Agreement to be effective as the last date below.**

**AUTHORIZED SIGNATORY OF BUSINESS ASSOCIATE:**

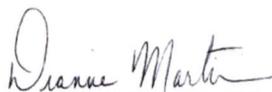
**Affiliated Monitors, Inc.**



\_\_\_\_\_  
Vincent L. DiCianni, President  
Affiliated Monitors, Inc.

Date: May 18, 2023

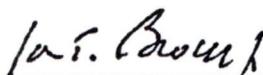
**AUTHORIZED SIGNATORY OF COVERED ENTITY:**



\_\_\_\_\_  
Dianne Martin, Director  
Administrative Office of the Courts

06/06/2023

Date



\_\_\_\_\_  
John T. Broderick, Jr., Claims Administrator  
New Hampshire Youth Development Center  
Claims Administration & Settlement Fund

5/18/2023

Date