

**STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ----- Form AA-14 (8/22/11)**

**Note: All sections are required. Incomplete forms will be returned to department.**

**I. CONTRACT INFORMATION:**

Agency/Department: AHS/ Department of Corrections **Contract #:** 27499 **Amendment #:**  
**Vendor Name:** Public Communication Services, Inc. **VISION Vendor No:** 15911  
 Vendor Address: 11859 Wilshire Blvd., Ste 600, Los Angeles, CA 90025  
**Starting Date:** 11/15/14 **Ending Date:** 11/14/16 **Amendment Date:**  
**Summary of agreement or amendment:** Inmate Accounting, commissary and telephone services.

**II. FINANCIAL INFORMATION**

Maximum Payable: \$ 0.00 Prior Maximum: \$ Prior Contract # (If Renewal):  
 Current Amendment: \$ Cumulative amendments: \$ % Cumulative Change: %  
**Business Unit(s):** ; 03520; - [notes: program ] **VISION Account(s):** ;

**III. PERFORMANCE INFORMATION**

Does this Agreement include Performance Measures tied to Outcomes and/or financial reward/penalties?  Yes  No  
 Estimated Funding Split: G-Fund % S-Fund % F-Fund % GC-Fund % Other 100 %

**III. PUBLIC COMPETITION**

The agency has taken reasonable steps to control the price of the contract or procurement grant and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:  
 Standard bid or RFP  Simplified Bid  Sole Sourced  Qualification Based Selection  Statutory

**IV. TYPE OF AGREEMENT & PERFORMANCE INFORMATION**

Check all that apply:  Service  Personal Service  Architect/Engineer  Construction  Marketing  
 Information Technology  Other, describe:

**V. SUITABILITY FOR CONTRACT FOR SERVICE**

Yes  No  n/a If this is a Personal Service contract, does this agreement meet all 3 parts of the "ABC" definition of independent contractor? (See Bulletin 3.5) If NO, then contractor must be paid through Payroll

**VI. CONTRACTING PLAN APPLICABLE:**

Are one or more contract or terms & conditions provisions waived under a pre-approved Contracting Plan?  Yes  No

**VII. CONFLICT OF INTEREST**

By signing below, I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.  
 Yes  No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

**VIII. PRIOR APPROVALS REQUIRED OR REQUESTED**

Yes  No Agreement must be approved by the Attorney General under 3 VSA §311(a)(10) (personal service)  
 Yes  No I request the Attorney General review this agreement as to form  
 No, already performed by in-house AAG or counsel: \_\_\_\_\_ (initial)  
 Yes  No Agreement must be approved by the Comm. of DII; for IT hardware, software or services and  
 Telecommunications over \$100,000  
 Yes  No Agreement must be approved by the CMO; for Marketing services over \$15,000  
 Yes  No Agreement must be approved by Comm. Human Resources (privatization and retiree contracts)  
 Yes  No Agreement must be approved by the Secretary of Administration

**IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL**

I have made reasonable inquiry as to the accuracy of the above information:

10/20/16 [Signature] Date Agency / Department Head Date Agency Secretary or Other Department Head (if required)  
10/14/14 [Signature] Date Approval by Attorney General Date Approved by Commissioner of Human Resources  
 Date CIO Date CMO Date Secretary of Administration



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I have made reasonable inquiry as to the accuracy of the above information:

10/30/16 [Signature] Date Agency / Department Head 10/28/14 [Signature] Date Agency Secretary or Other Department Head (if required)  
10/14/14 [Signature] Date Approval by Attorney General \_\_\_\_\_ Date Approved by Commissioner of Human Resources  
 \_\_\_\_\_ Date CIO \_\_\_\_\_ Date CMO 11/30/14 [Signature] Date Secretary of Administration

**10 OCT 30 2014**



**State of Vermont**  
**Department of Corrections**  
103 South Main Street  
Waterbury, VT 05671-1001  
[www.doc.state.vt.us](http://www.doc.state.vt.us)

[phone] 802-241-2442  
[fax] 802-951-5017  
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*Agency of Human Services*

## Memorandum

To: Jeb Spaulding, Secretary of Administration  
Thru: Harry Chen, MD, Secretary, Agency of Human Services  
From: Andrew Pallito, Commissioner, Department of Corrections  
Date: October 23, 2014

Re: Sole Source Request, Public Communication Services, Inc. (PCS) and Keefe  
Commissary Network (KCN) Contract#27499

The Department respectfully requests to enter into a Sole Source agreement in order to continue to provide phone and commissary services for incarcerated offenders housed in the State of Vermont. The phone services conform to the standards set in Vermont Title 28 § 808a and DOC APA Rule #13-043. The requested contract also provides commissary services giving the States inmate population access to hygiene items, food, clothing and miscellaneous supplies that are delivered weekly. The State will receive a commission based on a percentage of the cost of the services provided. The commission supports seven Recreation Officer positions and the funding for the Department's recreational supplies and activities.

The Sole Source Contract will allow the Department to develop a RFP for Inmate Phone and Commissary Services that is structured to the needs of our future Offender Management System (OMS). The OMS is currently being developed and is expected to go live by April 2015.

The Department requests to continue our relationship with our current vendor, PCS, based on over 13 years of providing Inmate phone services and support to the Department. The Department also has a need for a uniform pool of data necessary to integrate our offender records stored in KCN banking software to our future OMS. Additionally PCS and KCN have agreed to a reduction in the cost of some of their services saving families and friends as well as the offenders. Based on a 2 year contract PCS has agreed to reduce the cost of all calling charges by 5% and KCN has agreed to freeze the price on commissary products and restructure their deposit surcharges reducing the fees up to 12%.

PCS/ Keefe are subject to performance measures and monetary penalties for failing to meet the Department's requirement for unacceptable downtime of phone services as well as failure to provide accurate and timely delivery of commissary purchases.

---

**I concur with the above and request this memo be placed in the contract file, serving as my approval of sole sourcing this service.**

---

**Name**

---

**Date**



**State of Vermont**  
**Department of Corrections**  
103 South Main Street  
Waterbury, VT 05671-1001  
[www.doc.state.vt.us](http://www.doc.state.vt.us)

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OCT 30 2014



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---

Name

10/20/14

---

Date

1. **Parties.** This is a contract for personal services between the State of Vermont, Department of Corrections (hereafter called "State"), and Public Communication Services, Inc., with a principal place of business in Reston, Virginia (hereafter called "Contractor"). The Contractor's form of business organization is a corporation. The Contractor's local address is 12021 Sunset Hills Road, Suite 100, Reston, VA 20190. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is the sale of products and services within correctional facilities specifically: Inmate commissary, telephones and accounting systems. Detailed services to be provided by the Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of allowing Contractor to sell products and services, the Contractor agrees to pay State, in accordance with the payment provisions specified in Attachment B.
4. **Contract Term.** The period of Contractor's performance shall begin on 11/15/14 and end on 11/14/16. If it is reasonable to believe that the State might want to extend the contract beyond a base period, this fact should be noted. The maximum for any such extensions is two additional years.
5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

Approval by the Attorney General's Office **is** required.

Approval by the Secretary of Administration is  /or is not  required.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Cancellation.** This contract may be cancelled by either party by giving written notice at least 30 days in advance.
8. **Attachments.** This contract consists of 49 pages including the following attachments, which are incorporated herein:

Attachment A - Specifications of Work to be Performed

Attachment B - Payment Provisions

Attachment C - Customary State Contract provisions

Attachment D - Modifications of Insurance; Included: YES  NO:

Attachment E - Business Associate Agreement; Included: YES  NO:

Attachment F - Customary Contract Provisions of the Agency of Human Services

Attachment G – Service Level Agreement

Exhibit 1 – PCS Established Project Plan 2010

Exhibit 2 – VT DOC Keefe Commissary Menu

**STATE OF VERMONT  
CONTRACT FOR SERVICES**

**Page 2 of 49  
Contract #27499**

The order of precedence of documents shall be as follows:

- 1). This document
- 2). Attachment D; Included: YES  NO:
- 3). Attachment C
- 4). Attachment A
- 5). Attachment B
- 6). Attachment E; Included: YES  NO:
- 7). Attachment F
- 8). Attachment G – Service Level Agreement
- 9). Exhibit 1 – PCS Established Project Plan 2010
- 10). Exhibit 2 – VT DOC Keefe Commissary Menu

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THE TERMS OF THIS CONTRACT.

BY THE STATE OF VERMONT:

Date: 12/18/14

Signature: [Signature]

Name: Andrew Pallito

Title: Commissioner

Agency/Dept.:  
Agency of Human Services  
Department of Corrections

BY THE CONTRACTOR:

Date: 12/12/14

Signature: [Signature]

Name: Jeffrey B. Haidinger

Title: Jeff Haidinger, President *and CEO*

Phone: ~~802-375-0058~~ *703-955-3889*

e-mail: *Jeff.haidinger@gti.net*

Alternative Contact: (if any)



**ATTACHMENT A  
SPECIFICATIONS OF WORK TO BE PERFORMED**

The Contractor so named in this contract is ultimately responsible for satisfying, in full, the scope of services and performance expectations as defined within this contract. However, the State acknowledges Contractor is subcontracting for the inmate commissary services as well as the inmate accounting system and support services to Keefe Commissary Network. Any change in subcontractors must receive prior approval by the State.

Contractor shall designate a project manager, whom shall be approved by the State, as the sole point of contact for all implementation and deployment activities. Contractor project manager will be responsible for maintaining the already established project plan according to accepted best practices project management methodology as attached in exhibit 1. Contractor project manager shall collaborate with a State-designated project manager on all project-related issues including development, review, approval, and change management of the project plan. Contractor project manager shall provide the State project manager with at least weekly status reports, as well as immediate notification of any critical issues as they arise.

Contractor agrees the workstations and associated infrastructure shall become the property of the State at the expiration, cancellation or termination of this contract. All records, documentation, reports, data, etc. obtained through the course of satisfying the terms of this contract are the exclusive property of the State and shall be provided on demand in a mutually agreed upon format at no cost to the State.

Contractor will provide the following services for the State:

**1. SCOPE OF WORK – INMATE TELEPHONE SERVICES (ITS)**

**1.1 Contractor Responsibilities – General**

- 1.1.1 Contractor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal, state, county or municipal government at no cost to the State. Contractor shall be authorized by the appropriate governing body and/or regulatory agency to provide the sought after services and systems. The ITS will comply with all Federal Communication and/or Utility Commissions regulations.
- 1.1.2 Contractor shall provide the Keefe Banking software to the State and/or the ability of the firm to license use of the software to the State without cost.
- 1.1.3 Contractor is responsible for providing complete inmate telephone services at all State Correctional Facilities. Inmate telephone services will include: collect calling, pre-paid collect calling and cardless debit calling.
- 1.1.4 The State has the right to approve all system administration personnel who have access to the system and the right to conduct background investigations of all assigned system administration personnel.
- 1.1.5 Call charges and rates are as noted below – the listed rates are exclusionary of local, state and federal taxes:

<b>Collect Calling Information</b>			
Collect Call Rates			
Collect Call Rates	Call Type	Operator Charge	Per Minute
	Local Call	\$1.074	\$0.057
	IntraState (In-state Long Distance)	\$1.074	\$0.133
	InterState (Out-of-state Long Distance)	\$1.074	\$0.133
	International	N/A	N/A

<b>Pre-Paid Collect Calling Information</b>			
Collect Call Rates			
Pre-Paid Collect Call Rates	Call Type	Operator Charge	Per Minute
	Local Call	\$0.855	\$0.048
	IntraState (In-state Long Distance)	\$0.855	\$0.086
	InterState (Out-of-state Long Distance)	\$0.855	\$0.086
	International	\$2.565	\$0.428

<b>Debit Calling Information</b>			
Debit Call Rates			
Debit Call Rates	Call Type	Operator Charge	Per Minute
	Local Call	\$0.219	\$0.048
	IntraState (In-state Long Distance)	\$0.428	\$0.086
	InterState (Out-of-state Long Distance)	\$0.428	\$0.086
	International	\$0.855	\$0.428

1.1.6 Call charges and rates as noted above are set for life of this contract. Any change in charges will have to be approved by the State and Contractor.

**1.2 Contractor Responsibilities – Equipment and Software**

1.2.1 Contractor shall provide all equipment, software, and infrastructure necessary for the ITS. These services include but are not limited to telephone sets, wiring, connectors, jacks, security and monitoring systems.

1.2.2 Contractor is responsible for supplying and maintaining all equipment, software, and infrastructure including Contractor network and Internet connectivity in the ITS in its entirety or its individual components including, but not limited to normal wear/use, inmate abuse, natural disaster or inmate unrest. System and/or component replacement(s) will be performed at no cost to the State and will occur immediately upon notification to the Contractor of the system problem by the Contract Manager or designated DOC staff.

**1.3 Contractor Responsibilities – Initial and Ongoing Installations and Deployment**

- 1.3.1 The State is responsible only for making the space for the telephones available to the Contractor. The State is not obliged to make any improvements to the space provided for the telephones and the Contractor equipment.
- 1.3.2 Contractor shall submit plans for any updates and/or upgrades to the State project manager for prior written approval which approval shall not be unreasonably withheld or delayed.
- 1.3.3 Contractor agrees to install and maintain the quantity of telephones required by the State as provided for in this contract. All telephone/computer wiring must be approved by the State of Vermont DII in advance of installation.
- 1.3.4 Contractor shall install any additional telephones, and monitoring and recording equipment at no cost to the State as requested. This includes expansion of any existing facility or newly constructed facility throughout the state. Any new facilities will be added to the contract through an amendment and will be afforded the same terms and conditions.
- 1.3.5 Contractor shall provide and install surge and lightning protection equipment on all lines used for the ITS. These Uninterruptable Power Supply (UPS) units must be adequate for the size of each facility and robust enough to sustain system functionality for a minimum of 30 minutes in the event of a power outage. Adequacy must be documented based on UPS manufacturer's recommendations. The Contractor must provide, install and maintain (according to manufacturer's specifications) all ITS UPS equipment at each of the facilities. The Contractor must replace all UPS equipment upon expiration of the manufacturer's life cycle of the installed product. The use of traditional "power strips" for surge protection is not acceptable.
- 1.3.6 Contractor shall clean up and remove all debris and packaging material resulting from work performed under this contract.
- 1.3.7 Contractor shall restore to original condition, any State property damaged as a result of any work or activities required by this contract. The State will determine whether the damaged property has been restored to its original condition. Contractor is responsible for any costs incurred by the State to return the damaged property to its original condition and Contractor shall reimburse the State for the costs.
- 1.3.8 Contractor shall provide the State with a list of telephone numbers, serial numbers, and locations of each telephone unit.

**1.4 Station Equipment Specifications**

- 1.4.1 Contractor shall subscribe to the Line Information Data Base (LIDB) for validation purposes. The Contractor shall query this database for each inmate call and process only those calls which do not have Billed Number Screening (BNS) or Billed to Numbers (BTN). The Contractor must assume all responsibility for the cost of the validation.
- 1.4.2 Contractor shall provide, non-coin, vandal resistant and steel armored composed of durable, tamper-free equipment suitable for a detention environment. The equipment must contain no removable parts.
- 1.4.3 Contractor shall provide a sufficient number of telephone lines to the ITS to prevent inmates from receiving busy signals more than 0.5% of the time. Contractor will provide monthly reports to the State contract manager that contains the percentage of busy signals for each reported month.

- 1.4.4 Contractor shall provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements, including but not limited to providing telephones which are accessible to persons in wheelchairs, persons that are deaf, persons with physical impediments and persons who are blind. Systems provided must be compatible with Telephone Devices for the Deaf (TDD), voice activated and/or Brail.
- 1.4.5 Contractor shall provide an ITS that provides a pre-recorded announcement identifying the call is coming from a specific inmate and from a Correctional Facility during the telephone call placement process. Contractor shall provide an ITS that gives called parties, when receiving a collector pre-paid collect call, the option to receive a rate quote during the call set-up process.
- 1.4.6 Contractor shall provide an ITS that will process calls on a selective linguistic basis: English and Spanish. Contractor will provide additional languages at the request of the State within 30 days at no cost to the State.
- 1.4.7 Contractor shall provide an ITS that provides a recording back to the inmate detailing why a call was not completed.
- 1.4.8 Contractor shall provide only positive acceptance of any and all calls placed via the ITS. Contractor shall not provide passive acceptance for any call.

### **1.5 Reporting Requirements**

- 1.5.1 Contractor shall provide reporting and querying methods and capabilities acceptable to the State to designated State personnel which provide maximum flexibility, interface with commissary/inmate accounting system provider.
- 1.5.2 Contractor shall provide all necessary reporting capabilities, as requested by the State, for both security and financial/administrative State staff. Contractor shall customize reports and query methods as requested by the State.
- 1.5.3 Contractor shall supply monthly revenue reports by individual facility and call type.

### **1.6 Data Storage**

- 1.6.1 Contractor shall maintain off-site storage of call detail records in a minimum of three (3) server locations to avoid any possibility of call detail records being lost. Contractor shall create and store all Call Detail Records in the primary data center and Contractor shall immediately replicate Call Detail Records to the secondary and tertiary back-up data centers.
- 1.6.2 Contractor shall store all call detail records, including attempted and completed calls for the full term of the contract plus an additional three (3) years.
- 1.6.3 Contractor shall provide designated State personnel access to call detail records from workstation(s) or remote computers. Contractor shall provide the capability to copy the Call Detail Records onto a Compact Disc (CD)/DVD at any work station.

### **1.7 Security Features**

- 1.7.1 Contractor shall maintain the secure integrity of the ICM system at all times, allowing only designated State personnel access to the system based on assigned security levels determined by the State.
- 1.7.2 Contractor shall provide a toll-free hotline to inmates. Calls to the hotline shall be free and shall be routed via the ITS to a destination designated by the State. If so requested by the State, the destination for the hotline line may be an automated voicemail box.



- 1.7.3 Contractor shall display its toll-free customer service line on the called party's calling number identification (caller ID) system.
- 1.7.4 Contractor shall provide an ITS that prohibits direct-dialed calls of any type, access to "411" information service, access to "911", access to any toll-free and/or pay per service lines as well as access to multiple long distance carriers via 950, 800, 10 10-XXX numbers, etc.
- 1.7.5 Contractor shall provide an ITS that prevents inmates from circumventing the appropriate use of the telephone systems.
- 1.7.6 Contractor shall provide an ITS that is able to be shut down quickly and selectively by the use of cut-off switches at several locations including, but not limited to:
- At demarcation location - total Facility telephones
  - By central control center - select telephones
  - By select housing units - control center
- 1.7.7 Contractor must provide inmate telephones that cannot be capable of receiving an incoming call.
- 1.7.8 Contractor shall provide an ITS that terminates a call immediately upon detection of a three way call (call forwarding and conference calls, etc.). Contractor shall provide an ITS that will play a message, approved by the State, to the inmate or called party prior to terminating the call.
- 1.7.9 Contractor shall provide an ITS that will prevent both the inmate and the called party from speaking/hearing one another until positive acceptance has been completed. Contractor shall not begin billing for the call until positive acceptance has been completed.
- 1.7.10 Contractor shall provide an ITS that is capable of limiting the length of a call, providing the dial tone at certain times of the day and allowing a maximum number of minutes per inmate, per month.
- 1.7.11 Contractor will provide the State with Reverse Lookup as well as Keyword Search at no cost to the State.
- 1.8 Personal Identification Number (PIN) Application – GTL voice recognition/voice print**
- 1.8.1 Contractor will implement a system of Personal Identification Numbers (PIN) for each inmate to use in making telephone calls and utilizing the ITS. Upon assigning PIN to an inmate, contractor shall have a written agreement, requiring the inmate to sign, notifying him/her that all telephone calls via the ITS will be recorded and monitored.
- 1.8.2 With the State's approval, the Contractor will implement voice recognition software to identify inmates for account protection at no additional charge that requires a statement to be repeated before the first outgoing telephone call by each inmate. The Contractor shall provide an ITS that shall make sample voiceprints of the inmate's name and shall make a recording of the voiceprint that will later be used to initiate all future calls by the inmate.
- 1.8.3 Contractor shall provide an ITS that shall restrict use of the ITS by individual PIN, by unit, by facility, and block outgoing calls to specified telephone numbers.

### **1.9 Fraud Management**

- 1.9.1 Contractor shall provide an ITS that detects the difference between an accepted call, answering machine, busy signal or other telephone activity and will only allow positive accepted calls to be processed and all other types of calls shall result in the inmate hearing a voice prompt explaining why the call was not completed.
- 1.9.2 Contractor shall provide an ITS that allows call blocking of specific numbers by inmate PIN, telephones or group of telephones.
- 1.9.3 Contractor shall provide an ITS that assigns pre-approved calling numbers (PAN) according to inmate PIN.
- 1.9.4 Contractor shall provide an ITS that provides the called party the ability to block all future calls from a State correctional facility.

### **1.10 Call Monitoring & Recording**

- 1.10.1 Contractor shall store all call recordings with instant availability online (via ICM) for a minimum of 365 days.
- 1.10.2 Contractor shall provide an ITS that is able to simultaneously listen to and record inmate telephone conversations.
- 1.10.3 Contractor shall provide signage on each inmate telephone stating calls will be monitored and recorded.

### **1.11 Training**

- 1.11.1 Contractor shall provide continued training to State staff at each location to enable successful use of the ITS/ICM. Additional training shall be provided as requested by the State throughout the life of this contract at no cost to the State.
- 1.11.2 The Contractor shall provide training documentation, both hard copy (2 manuals for each facility and Central Office) and electronically, to the State at no cost to the State. All manuals shall become property of the State.
- 1.11.3 Contractor shall provide informational pamphlets for inmates' relatives that explain the applicable features and functionalities of the ITS, when requested by the State and at no cost to the State.

### **1.12 General Maintenance**

- 1.12.1 Contractor shall provide the necessary labor, parts, materials, and transportation to maintain all inmate telephones in good working order and in compliance with the equipment manufacturer's specifications at no cost to the State.
- 1.12.2 Contractor shall provide an ITS that provides for continuous on-line diagnostics and supervision, as well as local remote offline system control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and program control shall be accessible via modem by service center personnel and shall provide failure reports, service history and other diagnostics.
- 1.12.3 Contractor shall provide the State with customer service, including repairs and maintenance, as outlined in the Service Level Agreement detailed in Attachment G. Contractor shall provide monthly reports on the ticketing system to the State contract manager.

- 1.12.4 Contractor shall provide the State with a complete list of business, cellular and pager numbers for its contractors/subcontractors, managers, administrators, technicians etc.
- 1.12.5 Contractor shall provide the State with a full-time administrator to manage the ITS, train, support and assist facility end-users with software system and telephone problems. Managing the ITS includes, but is not limited to, activating accounts manually when automation fails; setting up call blocks; setting up PAN lists; assigning, recording and maintaining inmate PIN numbers; responding to requests and complaints from both the community and inmate population; arranging for repair of onsite equipment as necessary; monitoring calls to alert staff of a security breach; and reporting three-way call attempts. In addition, the on-site administrator shall manage all external legal requests for copies of inmate telephone recordings and testify as to chain of custody.
- 1.12.6 Contractor shall conduct monthly "walk throughs" of all State facilities to physically inspect inmate telephones and other Contractor equipment. Contractor must schedule the monthly "walk throughs" one month in advance with State facility security staff.

### **1.13 Transition Plan**

- 1.13.1 Contractor will remove its equipment at the conclusion of the contract in a manner that will allow the reuse of that wire distribution to the extent practicable, as determined by the State.
- 1.13.2 The PC workstations, printers, and other equipment provided by Contractor shall become the property of the State at the expiration, cancellation or termination of this contract. All call records, documentation, reports, data, etc. that are contained in the inmate telephone system are exclusive property of the State and shall be provided on demand in a mutually agreed upon format at no cost to the State.
- 1.13.3 Contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on a date specified by the State. Contractor shall continue providing all services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date on the same terms and conditions set forth in this contract.
- 1.13.4 Commissions will be due and payable by the Contractor to the State at the compensation rate provided in the contract until collect, debit and/or pre-paid calls are no longer handled by the Contractor. (Not to exceed ninety (90) days.)

## **2. SCOPE OF WORK – INMATE ACCOUNTING SYSTEM AND COMMISSARY SERVICES**

### **2.1 General Objectives**

- 2.1.1 Contractor shall provide State with an automated inmate accounting system that meets all business requirements and addresses the accounting needs of the State as determined by the State Contract Manager. Contractor shall support their own software. Technical support must be provided 24/7/365 by Contractor.
- 2.1.2 Contractor shall provide, support and maintain any software, hardware, interfaces, and communications infrastructure required to operate the inmate account solution. Contractor shall provide their own Internet connectivity, e-mail, and account management.

- 2.1.3 Contractor shall deliver commissary services to the inmates of the State. Contractor shall provide weekly delivery to each of the State facilities. Orders for all facilities will be picked at the Contractor's warehouse each Monday with delivery due to the facility by Wednesday each week. Alternate scheduling for holidays, closures, and facility needs is to be agreed upon by the State and the Contractor.
- 2.1.4 Contractor shall maintain a market price philosophy with regard to the retail selling price of the commissary items (no price shall be higher than what a local convenience store charges for the same/similar item). Contractor shall maintain the per unit costs for commissary items as contained on Exhibit 2 for the full term of this contract. All price changes must be preapproved by the State.
- 2.1.5 Contractor's inmate accounting system shall have the ability to designate security/access/utilization levels to individual end-users.

## **2.2 Specific Requirements**

- 2.2.1 Contractor shall provide an automated inmate accounting system that can be audited by the State or other State authorized auditing facilities. Contractor's automated inmate accounting system must be approved by the VT DOC and Agency of Human Services. Contractor shall own, support and maintain, with its own employees, all aspects of the system, including all contractor supplied hardware, software, firmware, and communications/networking infrastructure. Contractor shall provide the State with a royalty free license to use the system in the provision of commissary services.
- 2.2.2 The system must support a general ledger function, allow for a trial balance to be run at any time, contain the ability to: set up annual fiscal maintenance and run ledger reports on any accounts or sub accounts contained within the general ledger.
- 2.2.3 The system shall interface with the State's jail management system (PAS/Tiny Term) and future management solution (Jail Tracker) at a frequency no less than every 15 minutes. There shall be no cost to the State for said interface. Establishment of inmate accounts shall be automated via the aforementioned interface. The system shall allow for manual inmate account creation should the need arise.
- 2.2.4 The system shall contain all State required functionalities and reports. Contractor shall create required reports not included in the standard installation within two weeks of receiving the State's specific request.
- 2.2.5 The system shall provide for an accurate, cashless accounting of all inmate monies, expenses and purchases.
- 2.2.6 Contractor shall install the system, provide ongoing support and maintenance and a toll free 24 hour emergency line to minimize down time. Contractor shall have staff a maximum of six hours travel time to any State facility. Contractor shall provide necessary system hardware and will maintain same.
- 2.2.7 Contractor shall provide the State with all records pertaining to inmate accounts and commissary records at the conclusion of this contract in electronic format and media specified by the State.
- 2.2.8 Contractor shall provide a transition plan to convert existing and historical data housed in the KEEFE system to data within the new Offender Management System (OMS). The Contractor's Project Manager will work with the State's Project Manager on a transition plan that will allow for data migration to the new system. The OMS is anticipated to go-live and be fully operational in March 2015. The Contractor agrees to provide a



transition plan and data migration with no less than a 90 day notice or at the expiration of the term of this contract.

2.2.9 Contractor shall provide, at no cost the State, a debit card release program allowing State staff to provide inmates with a debit card bearing the balance of their commissary account versus cutting a physical check. Contractor shall supply all necessary materials and components as well as fully support and maintain said program.

2.2.10 Contractor shall provide, at the request of the State, printers that conform to state requirements and that have been approved for use by the States DII Management, to the DOC Commissary Group end users to issue receipts and checks from the accounting solution.

### **2.3 Inmate Commissary Service**

2.3.1 Contractor and the State contract manager shall mutually agree upon items to be sold through the commissary program. No new items will be offered without the written permission of the State contract manager. Contractor will advise the State contract manager of new products as they become available. Contractor shall provide samples of products, upon request, to the State contract manager for review pursuant to security related concerns prior to inclusion onto the commissary menu.

2.3.2 Contractor will provide State inmates with the ability to order commissary and debit telephone time via Telephone Ordering. Contractor shall employ alternative ordering mechanisms should Telephone Ordering not be available for reasons within the State's control.

2.3.3 All commissary orders will be combined, prepackaged, sorted by each facility's housing area and shipped within 24 hours of agreed upon delivery schedule.

- Food items shall be packaged and dated for individual consumption
- All containers shall be made of non-breakable materials
- No products shall contain alcohol
- Inmates in general population shall be allowed to order commissary with a maximum purchase of \$85/week
- Inventory levels shall be maintained to ensure an order fill rate of at least 98%
- Substitutions or backorders are not allowed
- A method of restocking on returned orders must be available
- All items sold must be jail appropriate, as determined by DOC Security and Operations and DOC facility staff
- Commissary orders will be sent in clear, tamper proof, heat sealed plastic bags for the primary purpose of security and accountability. A two part NCR receipt shall be sealed within the bag (inmate name, location, ID number, items ordered, total of order and 2 signature lines)
- Net sales will be defined as gross sales less sales of stamps, stamped envelopes, debit telephone time and sales tax
- All possible product containers shall be "clear-view", e.g. bottles, toothpaste, etc.

2.3.4 The State shall consult with Contractor regarding approved inmate items not listed on the commissary menu. The State's desire is to have Contractor be the sole provider of all inmate orders with consideration given to pricing. Should Contractor not readily stock/sell State approved items, i.e. extra-extra-large clothing, specific

religious observance materials, shoe varieties, etc., Contractor shall make every effort to find such products and add them to the commissary menu. Contractor and State shall mutually agree upon commissionable and non-commissionable status of added items.

2.3.5 Contractor shall provide commissary menus, as requested by the State Contract Manager, noting product number, product name, product size and product cost. A master menu indicating, in addition to the above, whether or not the item is commissionable will be provided to the State contract manager.

2.3.6 Contractor shall provide postage for commissary packages to be returned as well as for commissary packages to be forwarded between State Correctional Facilities.

**2.4 Automated Self Service Options**

2.4.1 Contractor shall provide a single website for the public to purchase commissary items and debit telephone time on behalf of inmates, as well as deposit funds directly into an inmate’s commissary account.

2.4.2 Contractor shall combine web product orders and inmate orders as not to exceed weekly inmate spending limits set by the State.

2.4.3 Contractor shall supply designated State staff with access to view web orders placed by family/friends for State inmates.

2.4.4 Contractor shall provide a toll-free phone number for the public to deposit funds directly into an inmate’s account.

2.4.5 Contractor shall install, configure and test lobby kiosks in three State facilities should the State request same. Said kiosks will provide an on-site ability for visitors to deposit funds directly into any State inmate’s commissary account utilizing either cash or a credit/debit card. Contractor will fully support and maintain all components of the kiosks and their operations to include a daily Automated Clearing House to the Inmate Trust Fund bank account. Contractor shall be responsible for any and all costs associated with said kiosks and their activities.

2.4.6 Contractor shall assess the public utilizing the deposit functionalities for commissary products noted in 2.4.1, 2.4.4 and 2.4.5 above, fees based on the fee schedule directly below. The State shall approve any changes to said fee schedule prior to implementation.

<b>Standard Fee Structure</b>			
<b><u>Gross Amount Deposited</u></b>	<b><u>Credit Card Fee</u></b>	<b><u>Kiosk Credit</u></b>	<b><u>Kiosk Cash</u></b>
\$30.00 - \$30.99	\$2.70	\$2.70	\$3.00
\$31.00 - \$31.99	\$2.70	\$2.70	\$3.00
\$32.00 - \$32.99	\$2.70	\$2.70	\$3.00
\$33.00 - \$33.99	\$2.70	\$2.70	\$3.00
\$34.00 - \$34.99	\$2.70	\$2.70	\$3.00
\$35.00 - \$35.99	\$3.15	\$3.15	\$3.00
\$36.00 - \$36.99	\$3.15	\$3.15	\$3.00
\$37.00 - \$37.99	\$3.15	\$3.15	\$3.00
\$38.00 - \$38.99	\$3.15	\$3.15	\$3.00
\$39.00 - \$39.99	\$3.15	\$3.15	\$3.00
\$40.00 - \$40.99	\$3.60	\$3.60	\$3.00
\$41.00 - \$41.99	\$3.60	\$3.60	\$3.00

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\$42.00 - \$42.99	\$3.60	\$3.60	\$3.00
\$43.00 - \$43.99	\$3.60	\$3.60	\$3.00
\$44.00 - \$44.99	\$3.60	\$3.60	\$3.00
\$45.00 - \$45.99	\$4.05	\$4.05	\$3.00
\$46.00 - \$46.99	\$4.05	\$4.05	\$3.00
\$47.00 - \$47.99	\$4.05	\$4.05	\$3.00
\$48.00 - \$48.99	\$4.05	\$4.05	\$3.00
\$49.00 - \$49.99	\$4.05	\$4.05	\$3.00
\$50.00 - \$50.99	\$4.50	\$4.50	\$3.00
\$51.00 - \$51.99	\$4.50	\$4.50	\$3.00
\$52.00 - \$52.99	\$4.50	\$4.50	\$3.00
\$53.00 - \$53.99	\$4.50	\$4.50	\$3.00
\$54.00 - \$54.99	\$4.50	\$4.50	\$3.00
\$55.00 - \$55.99	\$4.95	\$4.95	\$3.00
\$56.00 - \$56.99	\$4.95	\$4.95	\$3.00
\$57.00 - \$57.99	\$4.95	\$4.95	\$3.00
\$58.00 - \$58.99	\$4.95	\$4.95	\$3.00
\$59.00 - \$59.99	\$4.95	\$4.95	\$3.00
\$60.00 - \$60.99	\$5.40	\$5.40	\$3.00
\$61.00 - \$61.99	\$5.40	\$5.40	\$3.00
\$62.00 - \$62.99	\$5.40	\$5.40	\$3.00
\$63.00 - \$63.99	\$5.40	\$5.40	\$3.00
\$64.00 - \$64.99	\$5.40	\$5.40	\$3.00
\$65.00 - \$65.99	\$5.85	\$5.85	\$3.00
\$66.00 - \$66.99	\$5.85	\$5.85	\$3.00
\$67.00 - \$67.99	\$5.85	\$5.85	\$3.00
\$68.00 - \$68.99	\$5.85	\$5.85	\$3.00
\$69.00 - \$69.99	\$5.85	\$5.85	\$3.00
\$70.00 - \$70.99	\$6.05	\$6.05	\$3.00
\$71.00 - \$71.99	\$6.05	\$6.05	\$3.00
\$72.00 - \$72.99	\$6.05	\$6.05	\$3.00
\$73.00 - \$73.99	\$6.05	\$6.05	\$3.00
\$74.00 - \$74.99	\$6.05	\$6.05	\$3.00
\$75.00 - \$75.99	\$6.25	\$6.25	\$3.00
\$76.00 - \$76.99	\$6.25	\$6.25	\$3.00
\$77.00 - \$77.99	\$6.25	\$6.25	\$3.00
\$78.00 - \$78.99	\$6.25	\$6.25	\$3.00
\$79.00 - \$79.99	\$6.25	\$6.25	\$3.00
\$80.00 - \$80.99	\$6.75	\$6.75	\$3.00
\$81.00 - \$81.99	\$6.75	\$6.75	\$3.00
\$82.00 - \$82.99	\$6.75	\$6.75	\$3.00
\$83.00 - \$83.99	\$6.75	\$6.75	\$3.00
\$84.00 - \$84.99	\$6.75	\$6.75	\$3.00
\$85.00 - \$85.99	\$6.95	\$6.95	\$3.00
\$86.00 - \$86.99	\$6.95	\$6.95	\$3.00
\$87.00 - \$87.99	\$6.95	\$6.95	\$3.00
\$88.00 - \$88.99	\$6.95	\$6.95	\$3.00

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\$89.00 - \$89.99	\$6.95	\$6.95	\$3.00
\$90.00 - \$90.99	\$7.30	\$7.30	\$3.00
\$91.00 - \$91.99	\$7.30	\$7.30	\$3.00
\$92.00 - \$92.99	\$7.30	\$7.30	\$3.00
\$93.00 - \$93.99	\$7.30	\$7.30	\$3.00
\$94.00 - \$94.99	\$7.30	\$7.30	\$3.00
\$95.00 - \$95.99	\$7.50	\$7.50	\$3.00
\$96.00 - \$96.99	\$7.50	\$7.50	\$3.00
\$97.00 - \$97.99	\$7.50	\$7.50	\$3.00
\$98.00 - \$98.99	\$7.50	\$7.50	\$3.00
\$99.00 - 99.99	\$7.50	\$7.50	\$3.00
\$100.00	\$7.95	\$7.95	\$3.00

- 2.4.7 Contractor shall accommodate Post Office Box addresses for the public utilizing web services, telephone services and/or kiosk services to purchase items, debit telephone time and/or make deposits into inmates' accounts, at no extra cost to the purchaser.
- 2.4.8 Contractor shall notify the State Contract manager of any disruptions in online deposit services conducted at [www.vermontpackage.com](http://www.vermontpackage.com) and/or the alternative website [www.accesscorrections.com](http://www.accesscorrections.com) the same day a corresponding help desk ticket is created. Help desk tickets for disruptions in online depositing will automatically be escalated to a status of urgent and must be reviewed by a Helpdesk technician within an hour of the ticket being opened, and addressed or escalated further as needed.



**ATTACHMENT B  
CONTRACT FOR SERVICES  
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The following provisions specifying payments are:

1. Contractor will not be allowed to sell its products and services within correctional facilities until Contractor has provided State with certificates of insurance to show that the required insurance coverage, detailed on Attachment C, is in effect. It is the responsibility of the Contractor to maintain current certificates of insurance on file with the State throughout the term of this agreement. Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this agreement.
2. In consideration of allowing Contractor to sell its products and services, the Contractor agrees to pay State as follows:

**Commissary**

Contractor shall request the State to submit payment on behalf of the States inmates on a monthly basis.

**Telephone**

Contractor shall request the State to submit payment on behalf of the States inmates on a monthly basis for inmate debit telephone time. Requests shall reflect actual inmate debit time usage versus purchase. Requests shall provide daily debit call detail to include number of calls, minutes at a minimum.

**Commission**

Contractor shall pay to the State a 46% commission on all non-interstate debit, collect and pre-paid collect inmate telephone calls. Commissions will be remitted to the State no later than 45 days following month end.

Contractor shall pay to the State a 32% commission on all commissary sales net of sales tax, excluding postage stamps, stamped envelopes and debit telephone time purchases. Commissions will be remitted to the State no later than 15 days following month end.

Contractor shall submit all commission payments to the State via ACH or wire transfer.

Contractor shall provide the State with back-up documentation supporting commission calculations for auditing purposes.

Contractor agrees to a bi-annual commission/price point review with an eye toward reducing service/product rates/prices as well as commission rates.

**Performance Measures**

Should the escalation plan as provided by the Contractor, Attachment G, not be followed explicitly, other than for reasons beyond Contractor's control, Contractor shall be liable for lost commissions during times that phones were in need of repair or not properly operating. Lost commission will be calculated by multiplying the number of phone units (times) the average number of calls for each call type x (times) the then prevailing calling rates x (times) the commission rate. The specific commission shall be calculated by the State and the State will advise the Contractor of all commissions due. Contractor shall pay the calculated lost commission

with the next commission payment due the State. Contractor will be allotted time between the notification of the lost commission and the next commission payment to validate the lost commission.

Refer to Attachment A – Section 1. Inmate Telephone Services, Subsection 12. General Maintenance, 1.12.6 – “Contractor shall conduct monthly “walk throughs” of all State facilities to physically inspect inmate telephones and other Contractor equipment. These monthly visits must be scheduled one month in advance with State facility security staff to provide ample time for security staff scheduling.”

Any visit not attended, within Contractor’s control, when scheduled shall result in Contractor being billed for costs associated with scheduling additional security staff necessary for the “walk through”.

Refer to Attachment a – Section 2. Inmate Accounting and Commissary Services, subsection 2.4.8 - “Contractor shall notify the State contract manager of any disruptions of online deposit services... “

Failure to report disruptions in online depositing to the States contract manager as well as failure to escalate helpdesk issues as outlined in 2.4.8 will result in a disincentive of \$100 per day payable to the State.

Additionally, it is hereby agreed and understood that this contract has no minimum amount. The Contractors’ services will be required on an “as needed” basis.

6. Contractor shall submit all invoices to:

AHS/Dept. of Corrections  
Business Office  
103 South Main Street  
Waterbury, VT 05671-1001

ATTACHMENT C  
STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations  
Products and Completed Operations  
Personal Injury Liability  
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of **\$1,000,000.00** per occurrence, and **\$3,000,000.00** aggregate.

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.  
  
For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- 10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years



thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
  - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
  - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
  - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- 14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
- a. is not under any obligation to pay child support; or
  - b. is under such an obligation and is in good standing with respect to that obligation; or
  - c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.
- Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.
- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

- 16. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.
- Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:  
<http://bgs.vermont.gov/purchasing/debarment>
- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

ATTACHMENT E  
BUSINESS ASSOCIATE AGREEMENT

This business associate agreement (“agreement”) is entered into by and between the State of Vermont Agency of Human Services, operating by and through its Department of Corrections (covered entity”) and Public Communication Services, Inc. (“business associate”) as of 11/15/14 (“effective date”). This agreement supplements and is made a part of the contract/grant to which it is attached.

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 (“Privacy Rule”), and the Security Standards, at 45 CFR Parts 160 and 164 (“Security Rule”), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

**1. Definitions.** All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations.

“Agent” means those person(s) who are agents(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

“Breach” means the acquisition, access, use or disclosure of protected health information (PHI) which compromises the security or privacy of the PHI, except as excluded in the definition of Breach in 45 CFR § 164.402.

“Business Associate shall have the meaning given in 45 CFR § 160.103.

“Individual” includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

“Protected Health Information” or PHI shall have the meaning given in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Agency.

“Security Incident” means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

“Services” includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR § 160.103 under the definition of Business Associate.

“Subcontractor” means a person or organization to whom a Business Associate delegates a function, activity or service, other than in the capacity of a member of the workforce of the Business Associate. For purposes of this Agreement, the term Subcontractor includes Subgrantees.

**2. Identification and Disclosure of Privacy and Security Offices.** Business Associate and Subcontractors shall provide, within ten (10) days of the execution of this agreement, written notice to the Covered Entity’s contract/grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer. This information must be updated any time either of these contacts changes.

**3. Permitted and Required Uses/Disclosures of PHI.**

3.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying grant or contract with Covered Entity. The uses and disclosures of Business Associate are limited to the minimum necessary, to complete the tasks or to provide the services associated

with the terms of the underlying agreement. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

3.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents and Subcontractors in accordance with Sections 9 and 17 or, (b) as otherwise permitted by Section 3.

3.3 Business Associate shall be directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Covered Entity, and for impermissible uses and disclosures, by Business Associate's Subcontractor(s), of the PHI that Business Associate handles on behalf of Covered Entity and that it passes on to Subcontractors.

4. **Business Activities.** Business Associate may use PHI received in its capacity as a Business Associate to Covered Entity if necessary for Business Associate's proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as Business Associate to Covered Entity for Business Associate's proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the Agreement requires the person or entity to notify Business Associate, within two (2) business days (who in turn will notify Covered Entity within two (2) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

5. **Safeguards.** Business Associate, its Agent(s) and Subcontractor(s) shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate or its Subcontractor(s) shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate or its Agent(s) and Subcontractor(s) shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

6. **Documenting and Reporting Breaches.**

6.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

6.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR § 164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning

the Breach as it becomes available to it. Business Associate shall require its Subcontractor(s) to agree to these same terms and conditions.

6.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce is not a Breach, as that term is defined in 45 CFR § 164.402, and therefore does not necessitate notice to the impacted individual(s), it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity. It shall also provide Covered Entity with 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the PHI had been compromised. When a breach is the responsibility of a member of its Subcontractor's workforce, Business Associate shall either 1) conduct its own risk assessment and draft a summary of the event and assessment or 2) require its Subcontractor to conduct the assessment and draft a summary of the event. In either case, Business Associate shall make these assessments and reports available to Covered Entity.

6.4 Business Associate shall require, by contract, a Subcontractor to report to Business Associate and Covered Entity any Breach of which the Subcontractor becomes aware, no later than two (2) business days after becomes aware of the Breach.

7. **Mitigation and Corrective Action.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity. Business Associate shall require a Subcontractor to agree to these same terms and conditions.

8. **Providing Notice of Breaches.**

8.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

8.2 If Covered Entity or Business Associate determines that an impermissible acquisition, access, use or disclosure of PHI by a Subcontractor of Business Associate constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity or Business Associate, Subcontractor shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When Covered Entity requests that Business Associate or its Subcontractor provide notice, Business Associate shall either 1) consult with Covered Entity about the specifics of the notice as set forth in section 8.1, above, or 2) require, by contract, its Subcontractor to consult with Covered Entity about the specifics of the notice as set forth in section 8.1

8.3 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.

8.4 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were

involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.5 Business Associate shall notify individuals of Breaches as specified in 45 CFR § 164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Vermont, Business Associate shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

9. **Agreements with Subcontractors.** Business Associate shall enter into a Business Associate Agreement with any Subcontractor to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in which the Subcontractor agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must enter into this Business Associate Agreement before any use by or disclosure of PHI to such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the Business Associate Agreement it enters into with a subcontractor to Covered Entity upon request. Business associate may not make any disclosure of PHI to any Subcontractor without prior written consent of Covered Entity.

10. **Access to PHI.** Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR § 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.

11. **Amendment of PHI.** Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.

12. **Accounting of Disclosures.** Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

13. **Books and Records.** Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of

Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.



**14. Termination.**

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 18.7.

14.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate the contract or grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the contract or grant without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

**15. Return/Destruction of PHI.**

15.1 Business Associate in connection with the expiration or termination of the contract or grant shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this contract or grant that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

15.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI. This shall also apply to all Agents and Subcontractors of Business Associate.

**16. Penalties and Training.** Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.

**17. Security Rule Obligations.** The following provisions of this section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

17.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

17.2 Business Associate shall ensure that any Agent and Subcontractor to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such Agent or Subcontractor. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any Agent or Subcontractor without the prior written consent of Covered Entity.

17.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an Agent or Subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than two (2) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

17.4 Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

**18. Miscellaneous.**

18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the contract/grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the contract/grant continue in effect.

18.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.

18.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

18.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule, and the HIPAA omnibus final rule) in construing the meaning and effect of this Agreement.

18.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

18.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity even if some of that

information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.

18.7 Business Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI. Business Associate will refrain from marketing activities that would violate

HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

*AHS Revised 09/21/2013*

ATTACHMENT F  
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.
2. **2-1-1 Data Base:** The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at [www.vermont211.org](http://www.vermont211.org)
3. **Medicaid Program Contractors:**

**Inspection of Records:** Any contracts accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and Inspect and audit any financial records of such Contractor or subcontractor.

**Subcontracting for Medicaid Services:** Having a subcontract does not terminate the Contractor, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the Contractor or subcontractor's performance is inadequate. The Contractor agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all contracts and subcontracts between the Contractor and service providers.

**Medicaid Notification of Termination Requirements:** Any Contractor accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

**Encounter Data:** Any Contractor accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

**Federal Medicaid System Security Requirements Compliance:** All contractors and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP (Automated Data Processing) System Security Requirements and Review Process*.

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.

5. **Voter Registration.** When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

6. **Drug Free Workplace Act.** The Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.

7. **Privacy and Security Standards.**

**Protected Health Information:** The Contractor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract. The Contractor shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

**Substance Abuse Treatment Information:** The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Contractor or subcontractor shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

**Other Confidential Consumer Information:** The Contractor agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Contractor agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Contractor shall ensure that all of its employees and subcontractors performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

**Social Security numbers:** The Contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).

9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings,

recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

The Contractor shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor's materials.

11. **Security and Data Transfers.** The State shall work with the Contractor to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Contractor of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Contractor to implement any required.

The Contractor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Contractor will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Contractor will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Contractor shall securely delete data (including archival backups) from the Contractor's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Computing and Communication:** The Contractor shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Contractor as part of this agreement. Options include, but are not limited to:

1. Contractor's provision of certified computing equipment, peripherals and mobile devices, on a separate Contractor's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

The State will not supply e-mail accounts to the Contractor.

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

14. **Non-discrimination.** The Contractor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on

the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

The Contractor will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Contractors are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

*Attachment F - Revised AHS 12/10/10*



**ATTACHMENT G  
SERVICE LEVEL AGREEMENT**

**PCS Service Policies &  
Procedures  
For the Vermont Department of Corrections**

**Introduction**

Public Communications Services, Inc. (PCS) is in the business of connecting inmates to their families and friends while providing premier investigative and monitoring tools for use in the secure corrections environment. PCS principals have specialized in inmate communication systems for more than 20 years, a focus and commitment that few companies in the nation can demonstrate.

**Approach**

Our continuing mission is to be the premier provider of inmate telecommunication systems and related services through exceptional quality in both service and operations. PCS accomplishes this by providing the VTDOC with Site Administrators and technicians and aligning PCS's Technical Services Support Staff into a multi-tier support structure to ensure that they strictly adhere to our quality, service and support standards. These elements allow for immediate support and remediation of Service Events, 24 hours a day, 365 days a year that may be reported to PCS via the following:

- On-site support personnel;
- PCS's BMC Service Desk Express trouble reporting system;
- PCS's Technical Support number (800) 6-INMATE (a.k.a. (800) 646-6283)

PCS also maintains pre-defined Quality Management, Change Management and Service Level Management (SLM) programs to ensure we provide the highest quality of service and support to our customers. SLM is one of the core ITIL version 2 and version 3 principles focused on providing the premier service quality by aligning how PCS works to the services we provide. This, in turn, supports our commitment to ensuring that customer issues (we call them "Service Events") are resolved on time, per our internal standards and contractual service level agreements (SLAs). These practices form the core of PCS's operating philosophy, and are the basis of our quality processes for everyday practical use. Following these practices requires, on a regular and ongoing basis:

- Authentication of established service levels;
- Highly visible reporting of results, positive or negative;
- Quantified, measurable, meaningful metrics for break/fix;
- Willingness to change the scope, form, or support levels to meet SLAs, as business needs evolve; and
- A serious commitment to a meaningful Total Quality Management (TQM) process.

It moreover must be recognized that when expectations and quality commitments are not established, it is generally very difficult to satisfy the service needs of the Operations Division and our customers. Thus, PCS's operating practices represent our means of establishing and adhering to a set of expectations that are realistic and achievable, all to meet our ultimate goal of having satisfied customers.

**Preventative Maintenance**

The key to system reliability is preventive maintenance. PCS Field Services Technicians visit the facility on a regularly scheduled basis and make contact with key facility personnel to address any new concerns. Each regular visit will include the following:

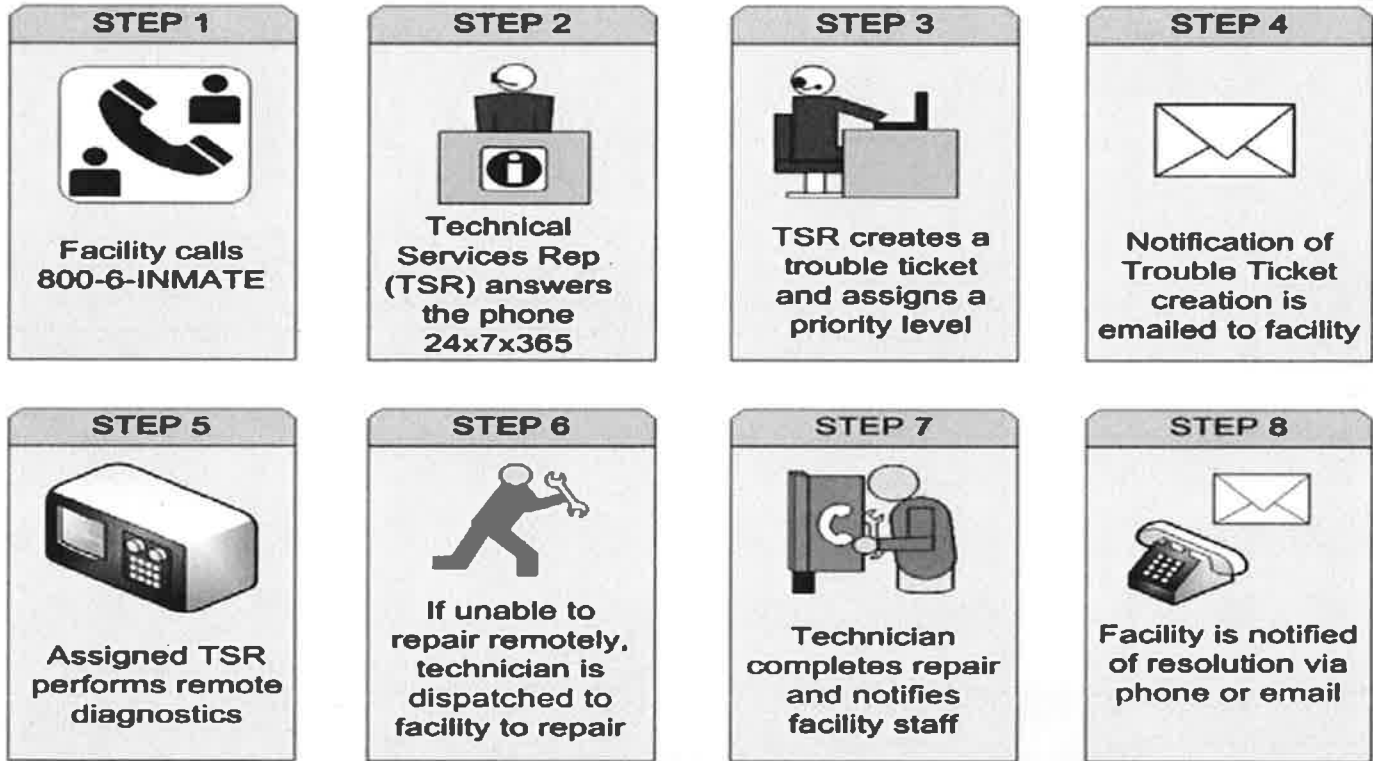
1. Physical test of all inmate phones for functionality including voice prompts, keypad operation, and handset operation. Test all outbound trunks for dial tone and proper PIC code. Complete all required inmate phone repairs.
2. Operational test of all call processing equipment and perform routine maintenance and cleaning.
3. Verification that all new facility personnel who work with the inmate phone system are familiar with the proper operation of the system and provide training as necessary.
4. Verification that the appropriate facility personnel have repair and technical service escalation materials. After every visit, technicians will complete a PCS Scheduled Maintenance & Service Form that is forwarded to PCS for Technical Services to evaluate and track.

### **Emergency Maintenance**

Anytime a client reports a problem, our experienced Technical Service Representatives will respond within 30 minutes. The Technical Services Department receives inmate phone service calls from facilities across the nation, ranging from State Departments of Corrections, County Sheriff's Departments, Immigration Detention Centers and City Jails. The facilities contact us via a 24-hour live-answered number: 800-6-INMATE.

Once a problem has been reported to PCS, Technical Services staff will create a trouble ticket and begin remote diagnostics. If the problem cannot be fixed remotely, Technical Services will arrange for a factory-trained field services technician to go to the facility to make the repair. PCS will adhere to the following protocol when responding to a request for technical support.

1. When the facility site contacts PCS via the 800-6-INMATE line, a ticket will be opened and a phone call put through to a backup technician.
2. The backup technician will report their status and provide an ETA.
3. A PCS Technical Services representative will contact the person who has requested dispatch to let them know the ticket number and provide an ETA for the technician en route.
4. The technician will notify the PCS Technical Services rep. when they have arrived onsite; will sign the facility check-in form on arrival, and meet with the escort provided by the facility (if available/required).
5. The technician will report the status of the issue to PCS if they are unable to resolve the problem immediately.
6. The PCS representative will contact the VTDOC staff member who reported the problem, and provide them with a status report of the situation every hour until resolution.
7. The Technician will notify the PCS representative of ticket completion if they are able to resolve the issue.
8. The PCS representative will contact the VTDOC staff member who reported the problem to let them know that the problem has been resolved. If they are satisfied with the resolution, the ticket will be closed.



### Service Event Tracking and Life Cycle

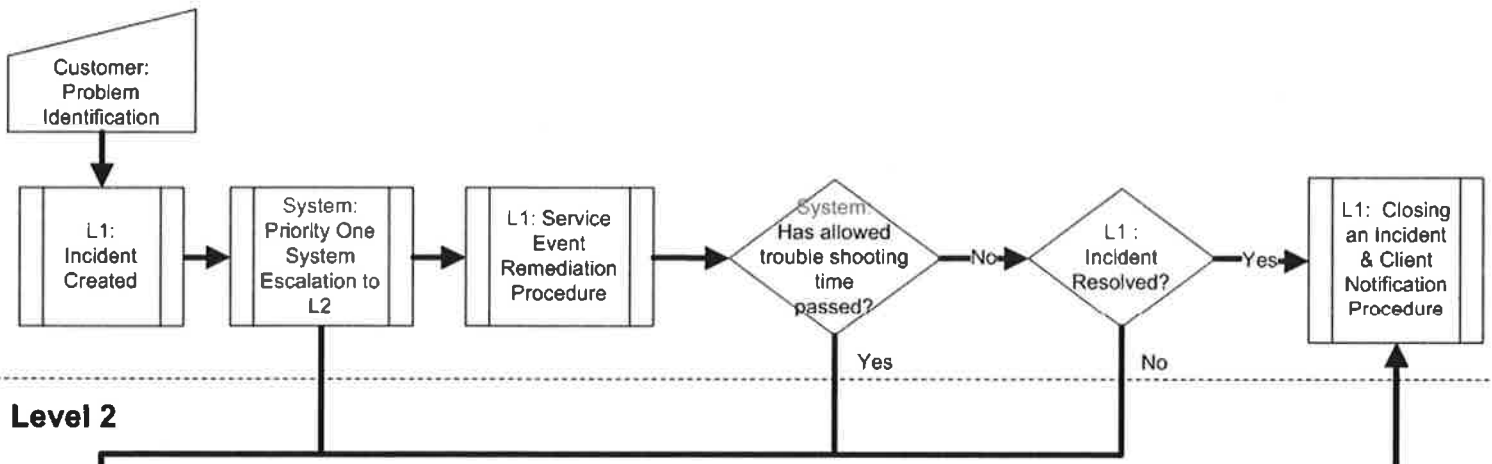
Each Service Event, whether a reactive break/fix scenario or a proactive change request, is logged and monitored through PCS's automated Ticketing System. PCS's Ticketing System tracks Service Events, assignments, escalations, and response and resolution times for each Service Event, from its initial entry to final close-out. The Ticketing System monitors incidents submitted through any means, such as automated monitoring system alerts, a phone call from facility staff, technicians or site administrators, e-mail, fax, or inmate complaint form. The system also supports automated notifications and escalations based on response and resolution business rules established per priority, by facility. Each Service Event

Ticket moreover is assigned to an individual owner who is responsible for tracking and ensuring that the issue is remediated to your expectations and within the time frames of the Service Event's priority level.

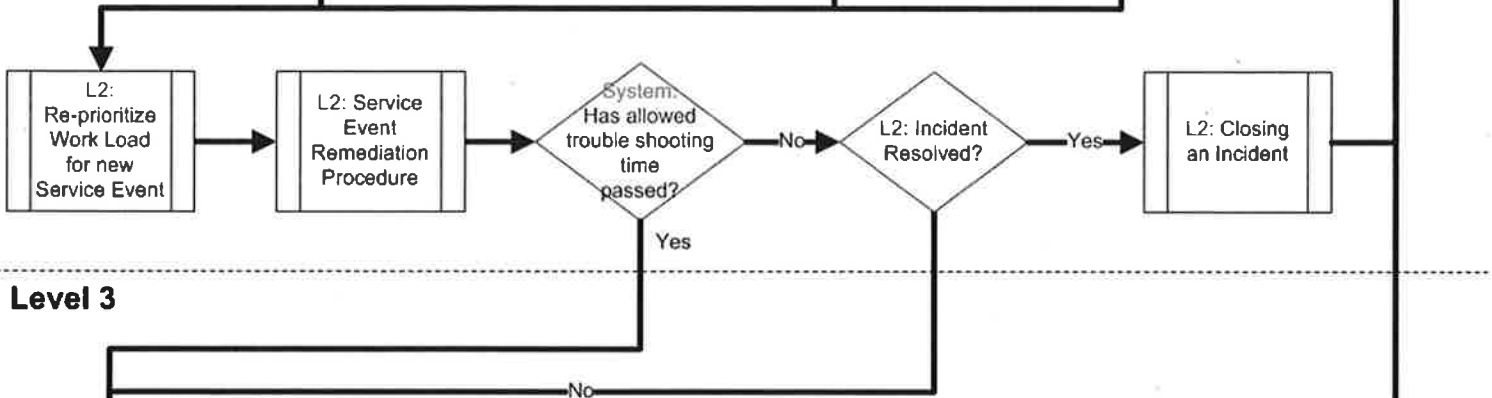
On the following page, you will see a diagram of PCS's technical support **Service Event Life Cycle**.

Service Event Life Cycle

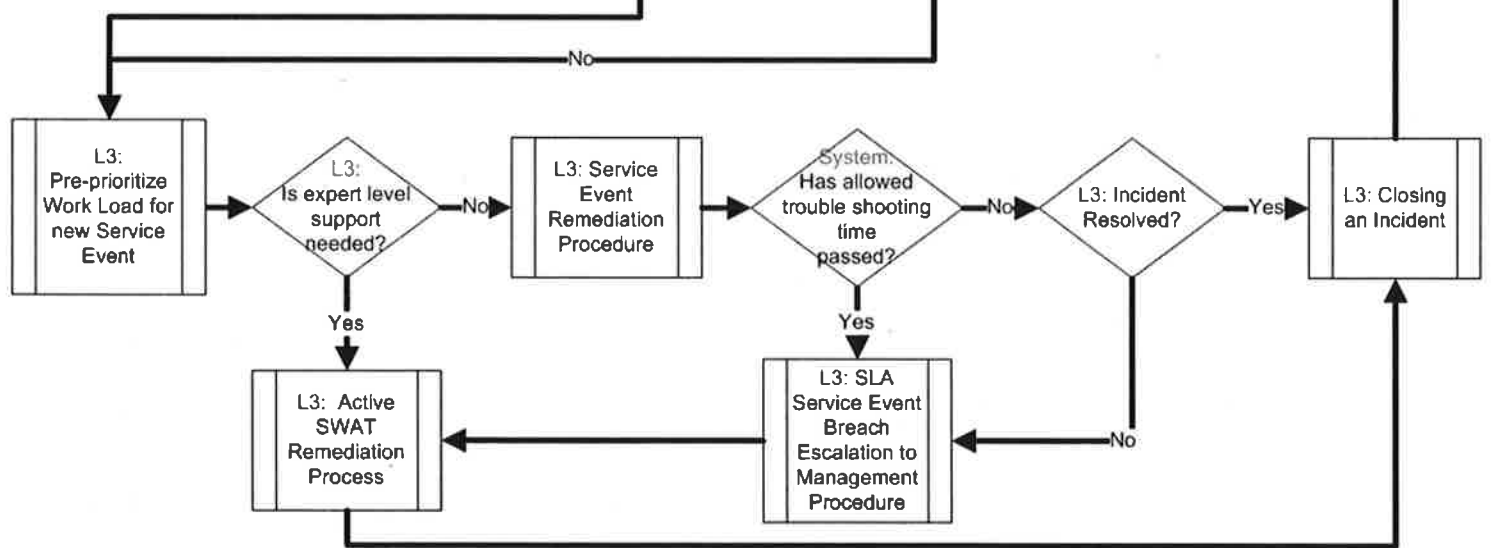
Level 1



Level 2



Level 3



System: Auto-Notification of VP, Directors, and Managers at periodic milestones of the remaining ETA time based on the service event's priority

Service Event Priority and Remediation

PCS is committed to the prompt repair and/or service restoration of inmate telephony services in the unlikely event of a service interruption, as well as to resolving any service request properly and on time. Accordingly, PCS has

established standards for our response and repair times, to which we rigorously hold ourselves. The following are PCS's standard service levels and resolution times:

Priority Level	Definition of Priority	Examples	Target SLA
P1	Priority Level 1 items are major Service Events that globally or severely impact the ability of inmates to make telephone calls or other services.	<ul style="list-style-type: none"> <li>• Entire system fails</li> <li>• Multiple entire housing areas not operational</li> </ul>	8 hour physical response and/or remote reset; Repair made within 24 hours
P2	Priority Level 2 items are Service Events impacting an entire housing area and that require immediate attention	<ul style="list-style-type: none"> <li>• One entire housing unit not operational</li> </ul>	Repair made in 24 hours
P3	Priority Level 3 items are basic service requests for minor, non-critical incidents.	<ul style="list-style-type: none"> <li>• One or more inmate phones in a housing unit is not operational</li> </ul>	Repair made within 48 hours
P4	Priority Level 4 items are lower priority requests that that do not directly affect the availability of services.	<ul style="list-style-type: none"> <li>• Development of new features, report creation.</li> </ul>	As mutually agreed upon with facility personnel.

**Escalation Procedure**

As outlined in the Service Event Life Cycle, PCS's Ticketing System automatically escalates the ticket for a Service Event to the next appropriate level of technical support for remediation, if the allotted trouble shooting time has passed. This ensures that the most qualified and available technician is working on the Service Event and the issue is resolved per our service levels.

In order to ensure that the VTDOC receives the highest quality of service available, PCS maintains detailed, tiered escalation procedures. PCS's internal tracking and escalation procedures are as follows:

**PCS INCIDENT INTERNAL ESCALATION PROCEDURES**  
**Vermont Department of Corrections**

	<b>When Escalated</b>	<b>Owner</b>	<b>Communication</b>
1	Initial Incident Created	Level 1 Tech. Incident Owner	Incident Number Provided to VTDOC
2	First breach of internal allotted trouble shooting time	Level 1 Tech. Incident Owner Technical Services Lead	Provide VTDOC a Status Update of the issue and, if available, proposed time frame for remediation
3	Second breach of internal allotted trouble shooting time	Level 1 Tech. Incident Owner Technical Services Manager	Provide VTDOC a Status Update of the issue and time frame from remediation
4	Third breach of internal allotted trouble shooting time	Technical Services Manager Director of Inmate Support Operations Additional Operations Managers (as needed for SWAT process activation)	Provide VTDOC a Status Update of the issue and revised time frame from remediation
Final Tier	Final breach of allotted trouble shooting time	Technical Services Manager Director of Inmate Support Operations Vice President, Operations	Technical Services Manager, Director of Inmate Support Operations & the Vice President of Operations will personally oversee the remediation of the issue and the client communications

Moreover, in order to ensure direct lines of communication between the VTDOC and PCS, we have developed the following communication escalation process available to the VTDOC, if in the rare instance, VTDOC personnel do not find that an issue is being resolved to their satisfaction:

**COMMUNICATION ESCALATION PROCESS**  
**Vermont Department of Corrections**

	<b>When To Escalate</b>	<b>PCS Management Escalation Path</b>
1	Initial Call or One Hour Past the Required Repair Timeline	Technical Services On-Call: (424) 202-1957 Direct Line: (818) 898-3584 Or (800) 646-6283
2	Second Call or Two Hours Past the Required Repair Timeline	Technical Services Lead: Lori Floyd (310) 220-9893
3	Third Call or Three Hours Past the Required Repair Timeline	Technical Services Manager: Matt McFalls (817) 491-5163
4	Fourth Call or Four Hours Past the Required Repair Timeline	Director of Inmate Support Operations: George McNitt (817) 690-4809
Final Tier	Fifth Call or Five Hours Past the Required Repair Timeline	Vice President, Operations: Doyle Schaefers (310) 231-1000 x3027

**Issue, Trends, Problem Identification Tools**

PCS uses an array of tools to help identify issues, trends and potential problems. One common tool is the PCS's Ticketing System reports, which provide a summary view of Service Events, their respective priority levels, their occurrences, and our adherence to service levels. To ensure complete client satisfaction and visibility, these reports are available to our clients as requested.

PCS also employs remote network monitoring systems Big Brother, Solar Winds and Scrutinizer. Big Brother identifies potential issues in MPLS/PIP (Proprietary Internet Protocol) and WAN connectivity. With this software our Technical Services Department can remotely monitor processor load, disk and memory usage, log files and currently running processes on client's host server. We can also check environmental factors such as temperature that might affect system function or durability thus proactively preventing problems and maximizing system uptime and functionality.

As an extra monitoring tool, PCS monitors all network devices throughout the United States using Solar Winds. Solar Winds provides event notification, event logs and the ability to combine measurements from connected devices to drill-down within systems and identify which component within a local network is having problems. This enables PCS's Network Operations centers to be sure they are dispatching the right technician with the right tools and equipment for each repair leading to prompt resolution of any issues detected on PCS's network.

In the event that a problem is detected, often before any service disruption can occur, Big Brother automatically sends a notification to PCS Technical Services and to the client server and local technician. The client can be notified by email, pager or other preferred method. To monitor the traffic load on network links, PCS uses the Scrutinizer NetFlow & sFlow Analyzer software. Scrutinizer retrieves traffic details from routers and switches, and reports on the protocols of packets flowing over the routers. It provides real-time details on how much bandwidth is being consumed on a protocols per-station and stations/hosts per protocol, and presents them graphically. It can measure the volume and rate of flow of traffic through every router on the PCS WAN over any time period from a matter of seconds to months and present it graphically for examination.



### **Site Administrators**

In order to provide the highest quality and most responsive service possible, PCS will, in addition to following the above Service Event resolution procedures, and using our Field Services Technicians and Technical Services staff, provide VTDOC facilities with Site Administrators. These Site Administrators will be present to take responsibility for database and account maintenance and also to help the VTDOC's staff take advantage of our system's full capabilities. PCS will provide Site Administrators who meet the VTDOC's specifications and are approved by the VTDOC. PCS's Site Administrator position monitors the overall operations of the inmate telephone system, is prepared to testify as to chain of custody of call data and recordings, performs data entry, responds to requests and complaints from both facility personnel and the inmate population, and arranges for repair of on-site equipment as necessary. The Site Administrator is your first point of contact for any questions, concerns, or reports regarding the inmate telephone system.

Site Administrators also may take over tasks currently being performed by staff members, and help to optimize system benefits, such as monitoring calls to alert staff of a security breach and reporting three-way call attempts. Site Administrators work directly with our maintenance and service subcontractor and with PCS internal Technical and Field Services staff to proactively identify any service issues and ensure Service Events are reported and resolved in a timely manner, to the satisfaction of facility personnel.

### **Problem Management**

Problem management, an essential core function of a comprehensive service program, focuses on identifying the root cause of service problems as they arise. PCS's problem management process encompasses regular meetings and system/network performance reviews. First, PCS operations and technical staff review Service Events during our weekly technical service support team meeting. As needed, additional conference calls with the appropriate support personnel and associated contractors are held to ensure events receive the most complete analysis. Second, Quality Control leads a monthly incident management meeting. The purpose of this meeting is to discuss recent issues and any trends related to system support and system reliability. Attendees include, but are not limited to, personnel from Technical Services, Network Engineering, Field Services, Project Management, and Operations Senior Management.

### **Root Cause Analysis**

PCS has a rigorous root cause analysis program stemming from our dedication to excellent service quality. We work to identify the root cause of problems by analyzing related incidents, if available, or through detailed system/network research. Once we identify the root cause of a problem, we determine and implement preventative process changes and/or solutions for long term remediation, which are documented on an internal change request form, and handled by Quality Control through the change management process.

### **Change Management**

PCS adheres to a change management process to ensure that all changes introduced into production are appropriately scheduled, communicated with each facility representative, and carried out. At a high-level, changes are entered into PCS's Ticketing System. These changes are reviewed by our internal Change Advisory Board (CAB) for impacts, risks, and scheduled release date approval. The review also incorporates analysis of any pertinent documentation, such as a high-level requirements summary, system impact analysis, unit testing, or detailed testing results. Once approved for scheduled release by the CAB, the release date is confirmed with each affected facility to ensure no service or other adverse impacts to the facility will occur. A separate release notice is sent out to each impacted facility and to internal PCS personnel. The changes are then made to the production services, network, services, or systems, re-tested to confirm adherence to requirements, and, finally, certified as production stable. Note: Large system changes are treated as a Project and thus follow a more rigorous Project Management Process. The change management process is but one component of PCS's operating procedures for large project management.

### Quality Control

Quality, in all aspects of our operations, is one of the most important factors for our continued success in the day-to-day performance of our contract. Whether it's in the products proposed or the services selected, PCS strives to ensure that all expectations of the VTDOC are met or exceeded.

As evidence of our commitment to quality, PCS established a formal quality control (QC) department in 2008. Our QC Department uses the latest testing techniques from various industry quality standards, such as ITIL, TQM, Lean Six Sigma, and TL9000, to ensure PCS continues to meet or exceed customer expectations related to service quality. In particular, PCS uses a combination of manual, automated, semi-automated techniques looking at functionality, features, performance, network, and pre- and post-service quality validation. The QC team is also responsible for testing, root cause analysis, service level and change management; however, their primary function is to ensure PCS meets our quality standards.

At PCS, quality has been built into the processes by which we provide and implement service, thereby aligning how we work with the services we provide. Testing is typically managed internally by PCS staff and has been integrated within our business processes. Thus, in some cases, the QC team performs an over-site/governance role by which they ensure the appropriate testing steps are being followed, and they conduct an independent review of the results to ensure we are meeting our goals.

In so doing, PCS's QC team uses different methods to certify the quality of the telephony services being provided. The following summarizes, at a high-level, some of the techniques used to meet these objectives, together with a description of how the quality objectives are met per component:

<b>Component</b>	<b>Component Details</b>	<b>Roles Involved (as appropriate)</b>
PCS's Quality Assurance Framework	PCS's quality assurance framework (QAF) provides detailed guidance on PCS's quality methodology. The QAF includes four main components: quality control processes and quality control reporting, quality control infrastructure/resources, and quality management.	See roles listed in the Program Management Section of the QAF document.
Quality Control Processes	Quality control processes are the methodologies and techniques used to support PCS's corporate quality objectives.	See roles listed in the Program Management Section of the QAF document.

Component	Component Details	Roles Involved (as appropriate)
Quality Control Reporting	Quality control reporting is the various system monitoring or trend analysis reports which provide a visual method for monitoring and measuring all aspects of service quality.	Quality Control IT & Ops Development Ops Network
Quality Control Infrastructure/ Resources	Quality control infrastructure/ resources include the tools, environments, QA lab, servers, people, and any additional equipment necessary to support the quality function.	Quality Control Operations
Defect Tracking	Error/defect tracking is covered under the quality assurance framework. PCS uses an industry-standard defect tracking tool and lessons learned sessions to capture, identify and enforce our change management processes related to quality assurance work flow.	Quality Control Project Management Engineering
ICM Features and Functions	Standard system testing (such as unit testing, regression testing, user acceptance testing, feature/functionality testing, etc.) is performed for ICM system changes.	Development Quality Control
Rate Testing	Rate validation testing is performed before the rate change "goes live" and after the implementation of the rate into production.	Billing Operations Quality Control
Call Detail Reports (CDRs)	Call detail reports are system-generated reports which itemize all call related details, such as BTN called, date and time each call was made, inmate PIN, cost of call, was the call monitored, cost, call type, etc.	ICM Billing Operations Quality Control
Post Implementation Testing	During new facility implementation and/or major facility changes such as a service conversion, PCS's network engineers, field services specialists, and project managers complete post-implementation testing. The results of this testing are captured in the Post Implementation Test Plan. Appropriate preventative measures and/or pre-install improvement testing techniques are also used, as needed.	Field Services Reps Project Managers Network Engineers Quality Control
Backup and Recovery Procedure	The Backup and Recovery Procedure defines the standard operating procedure and detailed work instructions needed to ensure that critical information, from	Technical Services Representatives Infrastructure

Component	Component Details	Roles Involved (as appropriate)
	system configurations to call data, is backed up appropriately.	Support
Site Infrastructure and Network Drawings	Project Managers produce a site infrastructure diagram, often referred to as a "network drawing." This provides a visual representation of a site's hardware and network configuration. The drawing includes the customer's facilities, the inmate phone systems, the circuits, bandwidth allocations, how each site is connected to the host, how the host sites are connected to PCS, etc.	Project Manager
Project Documentation	Project Managers create and maintain various project documents which are used for maintaining project tracking, cost control, and project oversight. The following are some examples of project documents: an MS project plan, an implementation plan (also known as an installation plan), a statement of work, a contracts deliverables checklist, risk registry, cost documents, project charter, user manuals, and training documents.	Project Manager Documentation Team
Pre-Installation Testing	Pre-installation testing includes both unit testing and system testing of the inmate telephone system, hardware, software, connectivity, call and prompt quality, within the test lab.	Engineering Quality Control
ITS Implementation Standard Operating Procedures (SOP)	The ITS Implementation Standard Operating Procedures provides guidelines for the project operations team in the initiation, planning, execution, monitoring, and closing of inmate telephone systems implementations. One element of the SOP is the verification of contract deliverables under which the Project Manager confirms that all of the proposed project deliverables (such as setup and equipment) will meet the contract compliance requirements.	Project Manager ITS Implementation Standard Operating Procedures (SOP)

**Conclusion**

Quality and service are two of PCS's core success factors embedded throughout PCS's service delivery model. Though quality is baked into our overall process, we also continuously monitor and review our quality processes to verify that they are meeting our objectives and being followed. Using a combination of Service Level Management, Change Control, Project, Problem and Quality Management techniques, PCS is able to ensure the integrity of our service and day-to-day business operations. Our Quality Control team also functions in a proactive fashion, looking for possible issues, trends, and uncovering the root cause of issues to prevent potential long term problems. With our comprehensive approach, PCS is able to offer you, our customer, premier inmate telecommunications services grounded in exceptional quality of systems and service.

**NOTICE - see separate attachments for**

**EXHIBIT 1**

PCS Established Project Plan 2010

**EXHIBIT 2**

VT DOC Keefe Commissary Menu

EXHIBIT 1  
PCS Established Project Plan 2010

Attachment H

ID	Task Name	Start	Finish	Calendar Days	W	T	F	S	M	T	W	F	S	M	T	W	F	S	M
0	<b>Project Plan</b>	Mon 10/4/10	Fri 11/19/10	42.43 days															
1	State of Vermont Offender Phone System Upgrade	Mon 10/4/10	Fri 11/19/10	42.43 days															
2	Initiating Phase	Mon 10/4/10	Thu 10/14/10	10.25 days															
3	Contract Award from State of Vermont DOC stakeholders	Mon 10/4/10	Mon 10/4/10	1 day															
4	Initial network, and hardware configuration documented and approved	Tue 10/5/10	Wed 10/6/10	2 days															
5	Initial budget estimates documented and approved	Thu 10/7/10	Thu 10/7/10	1 day															
6	Budget and configuration approved	Fri 10/8/10	Fri 10/8/10	1 day															
7	Contract deliverables confirmed	Fri 10/8/10	Fri 10/8/10	1 day															
8	Initial project charter	Mon 10/11/10	Mon 10/11/10	1 day															
9	Project assignment to project manager	Mon 10/11/10	Tue 10/12/10	2 days															
10	Circuit upgrade request placed	Wed 10/13/10	Wed 10/13/10	1 day															
11	Initiating Complete	Thu 10/14/10	Thu 10/14/10	1 day															
12	Planning Phase	Fri 10/15/10	Fri 10/15/10	1 day															
13	Backend Office Setup Phase I	Thu 10/27/10	Wed 11/10/10	31.25 days															
14	Hold Kick-off meeting	Wed 10/13/10	Wed 11/10/10	28 days															
15	Assign action items from kick-off meeting	Mon 10/18/10	Mon 10/18/10	0.25 days															
16	Update Sophia	Mon 10/18/10	Mon 10/18/10	0.13 days															
17	Complete configuration and ordering workbook	Wed 10/13/10	Wed 11/10/10	28 days															
18	Document data upgrade/transfer project scope	Mon 10/18/10	Mon 10/18/10	1 day															
19	Backend Office Setup Phase I Complete	Mon 10/18/10	Mon 10/18/10	0.13 days															
20	Ordering	Mon 10/25/10	Fri 11/5/10	10.25 days															
21	Order hardware for facilities	Mon 10/25/10	Thu 10/28/10	3 days															
22	Order/ print posters	Mon 10/25/10	Thu 10/28/10	3 days															
23	Ordering Complete	Mon 10/25/10	Thu 10/28/10	3 days															
24	Configuration and testing phase	Fri 11/5/10	Thu 11/11/10	25.43 days															
25	Action items complete	Mon 10/18/10	Thu 10/21/10	3 days															
26	Database configuration complete	Mon 10/25/10	Thu 10/28/10	3 days															
27	Development items complete	Thu 10/7/10	Wed 10/20/10	12.5 days															
28	Database configuration lab testing complete	Thu 10/7/10	Fri 10/29/10	1 day															
29	Hardware received in Dates	Thu 10/28/10	Wed 11/2/10	5.25 days															
30	Hardware configured	Wed 11/3/10	Thu 11/4/10	1 day															
31	Hardware tested in lab	Wed 11/3/10	Thu 11/4/10	1 day															

Project: Project Plan  
Date: Fri 9/10/10

Task Split Progress

Milestone Summary

External Tasks External Milestone

Deadline



Attachment H

ID	Task Name	Start	Finish	Calendar Days	Y 16 '10	May 23 '10	May												
					M	T	W	T	F	S	S	M	T	W	T	F	S	S	M
39	Configuration and testing phase complete	Thu 11/4/10	Thu 11/4/10	0 days															
40	Shipping phase	Thu 11/4/10	Wed 11/10/10	5 days															
41	Package and ship hardware	Thu 11/4/10	Fri 11/5/10	0.75 days															
42	Forward shipping info to PH and receiving party	Thu 11/4/10	Fri 11/5/10	0.75 days															
43	Verify delivery	Fri 11/5/10	Wed 11/10/10	4.25 days															
44	Shipping Phase Complete	Wed 11/10/10	Wed 11/10/10	0 days															
45	Planning Complete	Wed 11/10/10	Wed 11/10/10	0 days															
46	Pre-Installation Phase	Wed 11/10/10	Fri 11/12/10	2 days															
47	Inventory Equipment	Wed 11/10/10	Fri 11/12/10	2 days															
48	Customer update	Wed 11/10/10	Fri 11/12/10	2 days															
49	Pre-Installation Phase Complete	Wed 11/10/10	Fri 11/12/10	0 days															
50	Installation Phase	Fri 11/12/10	Fri 11/12/10	0 days															
51	Team 1	Mon 11/15/10	Fri 11/19/10	4.5 days															
52	Caladonia Community Work Camp	Mon 11/15/10	Tue 11/16/10	1 day															
53	Removal Nevada training	Mon 11/15/10	Tue 11/16/10	1 day															
54	Equipment Installation/ testing - PCS	Mon 11/15/10	Tue 11/16/10	1 day															
55	System Testing / Cutover - PCS /Shawtech	Mon 11/15/10	Tue 11/16/10	1 day															
56	Northern State	Tue 11/16/10	Wed 11/17/10	1.5 days															
57	Removal Nevada training	Tue 11/16/10	Wed 11/17/10	1 day															
58	Equipment Installation/ testing - PCS	Tue 11/16/10	Wed 11/17/10	1 day															
59	System Testing / Cutover - PCS /Shawtech	Tue 11/16/10	Wed 11/17/10	1 day															
60	Northeast Regional	Wed 11/17/10	Fri 11/19/10	2 days															
61	Removal Nevada training	Wed 11/17/10	Thu 11/18/10	1 day															
62	Equipment Installation/ testing - PCS	Wed 11/17/10	Thu 11/18/10	1 day															
63	System Testing / Cutover - PCS /Shawtech	Thu 11/18/10	Fri 11/19/10	1 day															
64	Team 2	Thu 11/18/10	Fri 11/19/10	1 day															
65	Northwest State	Mon 11/15/10	Tue 11/16/10	3 days															
66	Removal Nevada training	Mon 11/15/10	Tue 11/16/10	1 day															
67	Equipment Installation/ testing - PCS	Mon 11/15/10	Tue 11/16/10	1 day															
68	System Testing / Cutover - PCS /Shawtech	Mon 11/15/10	Tue 11/16/10	1 day															
69	Chittenden Regional	Mon 11/15/10	Tue 11/16/10	1 day															
70	Removal Nevada training	Tue 11/16/10	Wed 11/17/10	2 days															
71	Equipment Installation / testing- PCS	Wed 11/17/10	Thu 11/18/10	1 day															
72	System Testing / Cutover - PCS /Shawtech	Wed 11/17/10	Thu 11/18/10	1 day															
73	Team 3	Mon 11/15/10	Fri 11/19/10	4 days															

Project Project Plan  
Date: Fri 9/10/10

Task Split  
Progress

Milestone Summary  
Project Summary

External Tasks External Milestone  
Deadline

Attachment H

ID	Task Name	Start	Finish	Calendar Days	Y 16, '10	May 23, '10	May												
					M	T	W	T	F	S	S	M	T	W	T	F	S	S	M
74	Southwest State	Mon 11/15/10	Tue 11/16/10	1 day															
75	Remove Nevada training	Mon 11/15/10	Tue 11/16/10	1 day															
76	Equipment Installation / testing - PCS	Mon 11/15/10	Tue 11/16/10	1 day															
77	System Testing / Cutover - PCS / Shawtech	Mon 11/15/10	Tue 11/16/10	1 day															
78	Southern State	Tue 11/16/10	Thu 11/18/10	2 days															
79	Remove Nevada training	Tue 11/16/10	Wed 11/17/10	1 day															
80	Equipment Installation/ testing - PCS	Wed 11/17/10	Thu 11/18/10	1 day															
81	System Testing / Cutover - PCS / Shawtech	Wed 11/17/10	Thu 11/18/10	1 day															
82	Marble Valley Regional	Thu 11/18/10	Fri 11/19/10	1 day															
83	Remove Nevada training	Thu 11/18/10	Fri 11/19/10	1 day															
84	Equipment Installation/ testing - PCS	Thu 11/18/10	Fri 11/19/10	1 day															
85	System Testing / Cutover - PCS / Shawtech	Thu 11/18/10	Fri 11/19/10	1 day															
86	Installation Phase Complete	Fri 11/19/10	Fri 11/19/10	0 days															
87	Closing Phase	Fri 11/19/10	Fri 11/19/10	0.25 days															
88	Customer sign-off and acceptance	Fri 11/19/10	Fri 11/19/10	0.25 days															
89	Closing Phase Complete	Fri 11/19/10	Fri 11/19/10	0 days															

Project: Project Plan  
Date: Fri 9/10/10

Task Split Progress

Milestones Summary Project Summary

External Tasks External Milestones

Deadline



**STATE OF VERMONT  
CONTRACT FOR SERVICES**

Prices include 6% sales tax where applicable.

Vermont DOC Commissary Menu

Revised : 10.9.14

Personal Hygiene (continued)			
DESCRIPTION	Item #	Price	DESCRIPTION
APAP 2PK (USE TYLENOL)	0581	\$0.22	UNSCEN TAMPONS 18PK (FEM ONLY)
BUPROFEN TABLETS 200 MG	0582	\$0.34	MAXI PAD 2XC10X (FEM ONLY)
DENTURE TABLETS 40TS	0590	\$3.17	18CT O B TAMPONS MULTIPK PRO-COMFORT
EFFERDISP CREAM 2.5OZ TUBE	0595	\$4.76	RENJ CONTACT LENS SOLUTION
IRRAM DENTURE BATH	0596	\$7.10	HAIR CLIPPERS
TOMES ROOL	0642	\$1.10	SINGLE HANKY
DAILY VITAMIN W/O IRON	0680	\$2.75	TOILET PAPER
1 DAY VITAMINS WHIRN 90CT	0681	\$2.75	TINTED MOISTURIZER NATURAL
PURE C 500 AA TAB COATED 100TB	0689	\$3.53	5' BLACK COMBS
ORGANIC OLIVE OIL RELAXER	0981	\$9.17	
Miscellaneous Products			
LARGE STAMPED ENVELOPE	1001	\$0.65	ENGLISH/SPANISH DICTIONARY
#10 ENVELOPE	1010	\$0.12	GREETING CARD BIRTHDAY ADULT
MANILLA ENVELOPE 9.5X12.5"	1015	\$0.20	JUVENILE BIRTHDAY CARD
ARMAL STAMP \$1.10	1016	\$1.15	GREETING CARD GET WELL
BLUE PEN	1030	\$0.31	GREETING CARD FRIENDSHIP
BLACK PEN	1033	\$0.31	ANNIVERSARY CARD/VACATE
STAMP	1049	\$0.49	GREETING CARD THANK YOU
BOOK OF TEN STAMPS	1050	\$4.90	SEASONAL GREETING CARD
5X8 WHT 50 SHEET PADS	1055	\$0.75	GREETING CARD SPANISH BIRTHDAY
6.5X11 WRITING PAD	1060	\$0.29	SPANISH FRIENDSHIP CARD
W/8.5X11.50 PAD RULED PAD	1061	\$1.07	PHOTO ALBUM
W/8.5X11.50 PAD 50 SHEETS	1062	\$1.39	HOLY BIBLE
SECURITY PEN BL ACK INK	1068	\$0.49	HOLY KORAN
SKETCH PAD 8.5X11 WHITE 50 CT	1070	\$0.89	PRAYER BKG
FILE FOLDER	1073	\$2.25	LAR BRDGE ONLY W/O CASE
GOLF PENCIL 144CASE	1074	\$2.15	DIGITAL ALARM CLOCK (AAA BATT)
PENCIL	1077	\$0.20	LONG AAA BATTERIES (4)
SMALL COLORED PENCILS 24PK	1080	\$4.22	LONG AA BATTERIES (4)
ERASER BEVELED PINK	1085	\$0.41	LONG AA BATTERIES (4)
WEBSTER POCKET DICTIONARY	1088	\$2.08	KOSS UR 5 HEADPHONE
SONY MDR J10 EARPHONE	0998	\$20.14	KOSS KESK 4 ARBUJOSTEALTH BK
Clothing & Sneakers			
SMALL X-STRAP SHWR SHOE	1450	\$1.31	EXL THERMAL BOTTOM / NATURAL
MED X-STRAP SHWR SHOE	1451	\$1.31	SWEAT SHIRT MED GRAY
LRG X-STRAP SHWR SHOE	1452	\$1.31	LARGE SWEAT SHIRT / GRAY
SEARCH KUPFI	1501	\$8.82	XL SWEAT SHIRT / GRAY
SMALL CREWNECK T-SHIRT	1504	\$3.23	2XL SWEAT SHIRT / GRAY
MEDIUM CREWNECK T-SHIRT	1505	\$3.23	3XL SWEAT SHIRT / GRAY
LARGE CREWNECK T-SHIRT	1506	\$3.23	SWEAT PANTS MED GRAY
XL CREWNECK T-SHIRT	1507	\$3.23	LARGE GRAY SWEAT PANTS
2XL CREWNECK T-SHIRT	1508	\$3.23	XL GRAY SWEAT PANTS
3XL CREWNECK T-SHIRT	1509	\$7.62	2XL GRAY SWEAT PANTS
4XL CREWNECK T-SHIRT	1527	\$7.52	3XL GRAY SWEAT PANTS
5XL CREWNECK T-SHIRT	3652	\$7.52	SPORTS BRA SMALL
6XL CREWNECK T-SHIRT	3669	\$7.52	SPORTS BRA MEDIUM
MEN BRIEFS SMALL (SZ 32) WHITE	1514	\$2.68	SPORTS BRA LARGE
MEDIUM MEN'S BRIEFS	1515	\$2.68	SPORTS BRA XLARGE
LARGE MEN'S BRIEFS	1516	\$2.68	SPORTS BRA 2XL
XL MEN'S BRIEFS	1517	\$3.25	SZ 6 WOMEN BRIEFS (FEM ONLY)
2XL MEN'S BRIEFS	1518	\$3.87	SZ 8 WOMEN BRIEFS (FEM ONLY)
3XL MEN'S BRIEFS	1519	\$3.87	SZ 10 WOMEN BRIEFS (FEM ONLY)
MEN BRIEFS 4XL WHT	1499	\$3.87	SZ 11 WOMEN BRIEFS (FEM ONLY)
MEN BRIEFS 5XL WHT	1513	\$7.52	2XL WOMEN BRIEFS (FEM ONLY)
BILLIE GYM SHORTS MEDIUM	1520	\$6.45	MENS SWAGGER SZ 7
BILLIE GYM SHORTS LARGE	1521	\$6.45	MENS SWAGGER SZ 7.5
BILLIE GYM SHORTS XL	1522	\$6.45	MENS SWAGGER SZ 8
BILLIE GYM SHORTS 2XL	1523	\$6.45	MENS SWAGGER SZ 8.5
BILLIE GYM SHORTS 3XL	1524	\$15.69	MENS SWAGGER SZ 9
GYM SHORTS GREY SMALL	1525	\$10.69	MENS SWAGGER SZ 9.5
GYM SHORT GREY MEDIUM	1526	\$10.69	MENS SWAGGER SZ 10
GYM SHORTS GREY LARGE	1527	\$10.69	MENS SWAGGER SZ 10.5
GYM SHORTS GREY XLARGE	1528	\$15.29	MENS SWAGGER SZ 11
GYM SHORTS GREY 2XL	1547	\$15.29	MENS SWAGGER SZ 11.5
GYM SHORTS GREY 3XL	1548	\$15.29	MENS SWAGGER SZ 12
GYM SHORTS GREY 4XL	1549	\$19.85	MENS SWAGGER SZ 13
MEN BOXERS SMALL WHT	1529	\$3.87	MENS SWAGGER SZ 14
MEDIUM MEN'S BOXERS	1530	\$3.87	NAVY SLIP ON SZ 7
LARGE MEN'S BOXERS	1531	\$3.87	NAVY SLIP ON SZ 8
XL MEN'S BOXERS	1532	\$3.87	NAVY SLIP ON SZ 9
2XL MEN'S BOXERS	1533	\$4.29	NAVY SLIP ON SZ 10
3XL MEN'S BOXERS	1534	\$4.29	NAVY SLIP ON SZ 11
4XL MEN'S BOXERS	1500	\$4.29	NAVY SLIP ON SZ 12
5XL MEN'S BOXERS	1496	\$4.29	NAVY SLIP ON SZ 13
6XL MEN'S BOXERS	1671	\$4.29	MENS GLIDER XTRAINER SZ 7
TUBE SOCKS 1PAIR	1540	\$1.34	MENS GLIDER XTRAINER SZ 7.5
THERMAL TOP MED/NATURAL	1551	\$6.45	MENS GLIDER XTRAINER SZ 8
LARGE THERMAL TOP / NATURAL	1552	\$6.45	MENS GLIDER XTRAINER SZ 8.5
XL THERMAL TOP / NATURAL	1553	\$6.45	MENS GLIDER XTRAINER SZ 9
2XL THERMAL TOP / NATURAL	1554	\$6.45	MENS GLIDER XTRAINER SZ 9.5
3XL THERMAL TOP / NATURAL	1555	\$7.52	MENS GLIDER XTRAINER SZ 10
4XL THERMAL TOP / NATURAL	1556	\$7.52	MENS GLIDER XTRAINER SZ 10.5
5XL THERMAL TOP / NATURAL	1495	\$7.52	MENS GLIDER XTRAINER SZ 11
6XL THERMAL TOP / NATURAL	1557	\$7.52	MENS GLIDER XTRAINER SZ 11.5
THERMAL BOTTOM MED	1561	\$6.45	MENS GLIDER XTRAINER SZ 12
LARGE THERMAL BOTTOM / NATURAL	1562	\$6.45	MENS GLIDER XTRAINER SZ 13
XL THERMAL BOTTOM / NATURAL	1563	\$6.45	MENS GLIDER XTRAINER SZ 14
2XL THERMAL BOTTOM / NATURAL	1564	\$6.45	MENS GLIDER XTRAINER SZ 15
3XL THERMAL BOTTOM / NATURAL	1565	\$6.45	VORCE ENFORCER SZ 9.5 WHT WMNS
4XL THERMAL BOTTOM / NATURAL	1567	\$6.45	VORCE ENFORCER SZ 9 WHT WMNS
5XL THERMAL BOTTOM / NATURAL	1494	\$6.45	

K = KOSHER

H = HALAL

T = TAXABLE