

STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ----- Form AA-14 (//1/2016)

Note: All sections must be completed. Incomplete forms will be returned to the originating department.

I. CONTRACT INFORMATION:

Agency/Department: AHS/ Department of Corrections Contract #: 33430 Amendment #:
 Vendor Name: Global Tel*Link Corporation VISION Vendor No: 360164
 Vendor Address: 12021 Sunset Hill Road, Suite 100, Reston, VA 20190
 Starting Date: 4/15/2017 Ending Date: 4/14/2021 Amendment Date:
 Summary of agreement or amendment: Inmate commissary, telephone, accounting system, video visitation and technology kiosk solution.

II. FINANCIAL & ACCOUNTING INFORMATION

Maximum Payable: \$0.00 Prior Maximum: \$ Prior Contract # (If Renewal):
 Current Amendment: \$ Cumulative amendments: \$ % Cumulative Change:
 Business Unit(s): 3480; ; - [notes:] VISION Account(s): ;
 Estimated % GF % SF % EF % Other
 Funding Split: % TF % GC % FF 21190, REC (name)

III. PROCUREMENT & PERFORMANCE INFORMATION (section A & B)

A. The agency has taken reasonable steps to control the price of the contract and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:
 Standard Bid/RFP Simplified Sole Source Qualification Based Selection Statutory
 B. Contract includes performance measures/guarantees to ensure the quality and/or results of the service? Yes No

IV. TYPE OF AGREEMENT (select all that apply)

Personal Service Construction Arch/Eng. Marketing Info. Tech. Prof. Service Data Use
 Non-Personal Service Retiree/Former SOV EE Financial Trans Zero-Dollar Privatization Other
 Commodity

V. SUITABILITY FOR CONTRACT FOR SERVICE

Yes No n/a Does this contract meet the federal determination of an Independent Contractor? If "NO", the contractor must be set up and paid on payroll through the VTHR system.

VI. CONTRACTING PLAN APPLICABLE

Is any element of this contract subject to a pre-approved Agency/Dept. Contracting Waiver Plan? Yes No

VII. CONFLICT OF INTEREST

By signing below, I (Agency/Dept. Head) 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 Certified by the Attorney General under 3 V.S.A. § 342 (sign line #4 below)
 Yes No I request the Attorney General review this agreement As To Form: _____ (AAG initial)
 Yes No Agreement must be approved by the Comm. of DII/CIO: for IT hardware, software or services and Telecommunications over \$500,000
 Yes No Agreement must be approved by the CMO: for Marketing services over \$25,000
 Yes No Agreement must be approved by Comm. Human Resources: for Privatization, Retirees & Former Employees
 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 (sign in order):

3/13/17					e-Signed by Diane Nealy on 2017-04-06 19:32:27 GMT
1-Date	1-Agency/Department Head	2-Date	2-Agency Secretary (if required)		
e-Signed by Peter Kipp on 2017-04-07 10:46:57 GMT		e-Signed by Darwin Thompson on 2017-04-07 17:14:33 GMT			
3a-Date	3a-CIO	3b-Date	3b-CMO	3c-Date	3c-Commissioner DHR
	e-Signed by David Borsykowsky on 2017-04-06 19:26:22 GMT				e-Signed by Bradley Ferland on 2017-04-12 12:48:19 GMT
4-Date	4-Attorney General	5-Date	5-Secretary of Administration		

e-Signed by david Beatty on 2017-04-10 20:26:02 GMT

Memorandum

To: Susanne Young, Secretary of Administration
From: Lisa Menard, Commissioner, Department of Corrections
Date: March 10, 2017
Re: Term Waiver Request, Global Tel Link Corporation (GTL), Contract #33430

The Department of Corrections (DOC) offers Inmate Commissary, Telephone, Video Visitation, and Technological Kiosk Solutions for approximately 1600 inmates statewide, housed in 7 Correctional Facilities. The DOC is obligated to provide Vermont inmates with means of communication services to family and community ties.

In April of 2016 DOC, in collaboration with Buildings and General Services (BGS), published a Request for Proposals for these services and evaluated proposals from multiple vendors. Global Tel Link Corporation (GTL) was chosen after a lengthy evaluation, product demonstrations and site visits by all bidders.

These services not only integrate software, hardware, materials, labor, and technological infrastructure at our facilities, they also will include training of financial staff on a facility and central level as well as Correctional Officers and Inmates alike. Given these circumstances we feel it is most beneficial to contract with our chosen vendor for an extended period of time. The DOC would like to request a term waiver in order to initiate a 4-year contract with an option of two, 2-year extensions.

The DOC has worked extensively with the vendor to develop a contract that is structured to meet the needs of the new IT Contract template. The expanded requirements of this new template delayed the drafting of this contract, which needs to be executed by April 15, 2017. Current contracts for these services will expire on May 14, 2017 and it is imperative that there is no lapse in these essential services. It is for this reason that we ask all of those who are part of the review process to let us know immediately if there are any concerns and to review this contract without delay.

The phone services offered as part of this contract 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 State's inmate population access to hygiene items, food, clothing, and miscellaneous supplies that are delivered weekly. Kiosks will offer the ability for video visitation as well as various media available for purchase to be viewed or played through handheld tablets. Additionally, the vendor provides an accounting system to track funds in the inmate accounts for the purchase of these aforementioned items and services. 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.

Communication with family and friends and the ability to order specialty foods and other items through the Commissary are fundamental needs for the incarcerated population. It should be noted that any lapse in these services or significant change could have a detrimental impact across the correctional facilities.

This is a no cost contract. While this contract provides for storage of electronic data by the vendor, this only includes recordings of monitored phone calls which are stored for investigative purposes. No sensitive data is stored as part of this contract. The DOC has contracted for these services for many years without incident.

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

Contract #33430**1. Parties**

This is a contract for services between the State of Vermont, Department of Corrections (hereinafter called "State"), and Global Tel*Link Corporation (GTL), with a principal place of business in Reston, VA 20190, (hereinafter called "Contractor"). Contractor's form of business organization is Corporation. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter

The subject matter of this contract is services generally on the subject of inmate commissary, telephone, accounting system, video visitation and technology kiosk solution. Detailed services to be provided by Contractor are described in Attachment A.

3. Maximum Amount

In consideration of the allowing Contractor to sell products and services, the Contractor agrees to pay the State, in accordance with the payment provisions specified in Attachment B.

4. Contract Term

The period of contractor's performance shall begin on April 15, 2017 ("Effective Date") and end on April 14, 2021 ("Term"). This Contract may be extended as mutually agreed by the parties for two additional two year periods.

5. Prior Approvals

This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is required.
- Approval by the CIO/Commissioner DII is required.
- Approval by the Commissioner DHR 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 canceled by either party by giving written notice at least 60 days in advance.

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STANDARD CONTRACT FOR TECHNOLOGY SERVICES

8. Attachments

This contract consists of 82 pages including the following attachments which are incorporated herein:

- Attachment A – Statement of Work
- Attachment B – Payment Provisions
- Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 07/01/2016)
- Attachment D – Information Technology System Implementation Terms and Conditions (July 1, 2016)
- AHS Attachment E – Business Associate Agreement
- AHS Attachment F – Agency of Human Services’ Customary Contract Provisions
- Attachment G – Service Level Plan
- Attachment H – Project Plan
- Attachment I – VT DOC Keefe Commissary Menu

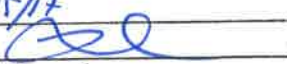
9. Order of Precedence

Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:


- 1) Standard Contract
- 2) Attachment D Information Technology System Implementation Terms and Conditions
- 3) Attachment C (Standard Contract Provisions for Contracts and Grants)
- 4) AHS Attachment E Business Associate Agreement
- 5) AHS Attachment F Agency of Human Services’ Customary Contract Provisions
- 6) Attachment A with Exhibits
- 7) Attachment B
- 8) Attachment G – Service Level Plan
- 9) Attachment H – Project Plan
- 10) Attachment I – VT DOC Keefe Commissary Menu

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT:

By the State of Vermont:

Date: 5/15/17
 Signature: 
 Name: Lisa Menard
 Title: Commissioner
Agency of Human Services
Department of Corrections

By the Contractor:

Date: 5/12/17
 Signature: 
 Name: Jeffrey B. Haidinger
 Title: President and Chief
Operating Officer
Global Tel*Link Corp.

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

**ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED****1. PURPOSE**

This Contract sets forth the terms and conditions under which Contractor agrees to provide to the State with a [web-based,] Contractor-supported inmate commissary, telephone, accounting system, video visitation and technology kiosk solution (the "Solution").

The Contractor shall provide the following services for the State for its Inmate Commissary, Telephone, Accounting System, Video Visitation and Technological Kiosk Solution (the Work). The Contractor is ultimately responsible for satisfying, in full, the scope of services and performance expectations as defined within this contract. The State acknowledges Contractor is subcontracting the inmate commissary, accounting system and support services with Keefe Commissary Network. Any change in subcontractors must receive prior approval by the State. The Contractor will furnish all materials, labor, software, hardware, and equipment required to operate an inmate commissary operation, administer the inmate financial accounts, deliver and maintain a solution including video visitation and messaging on handheld devices, and provide inmate telephone services to the inmates utilizing the Contractor's system to all current and future facilities operated by the State as described in this document. Contractor has extensive experience in the Correctional field. This Contract specifies the obligations of each party with additional provisions detailed in the attached Attachments.

2. EXISTING SYSTEMS.

Contractor must be compliant with the State's technology standards and existing hardware. Technology standards for the State are located under section 5.8 of Attachment A.

3.1 OBJECTIVE

This Contract identifies the tasks required by each party to implement and support the Solution through the following major activities: Contractor is to provide the highest level of service to inmates and the State with the least amount of support required by the State.

The State operates seven (7) locations statewide, housing approximately 1,600 inmates:

- Chittenden Regional Correctional Facility – South Burlington, Vermont
- Marble Valley Regional Correctional Facility – Rutland, Vermont
- Northeast Correctional Complex – St. Johnsbury, Vermont
- Northern State Correctional Facility – Newport, Vermont
- Northwest State Correctional Facility – Swanton, Vermont
- Southeast State Correctional Facility – Windsor, Vermont
- Southern State Correctional Facility – Springfield, Vermont

In addition to in-state locations, the State also contracts with a privately run correctional facility/facilities located outside of Vermont. The number of Vermont Correctional Facilities and/or the number of private prison sites may increase or decrease during the life of this contract.

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

State is required to provide Vermont inmates with communication to family and community ties. Utilizing the latest software and technology, the State hopes to help reduce the undue burden on friends and family travelling across the state or state-lines to visit, reduce the introduction of contraband, allow more opportunity for pro-social visiting, and increase positive leisure and learning activities for inmates all as detailed herein.

The successful outcome of the project is defined by the following:

- completed in accordance with this Contract and applicable project management planning documentation;
- Resolution of all material functional and operational deficiencies prior to deployment in the production environment;
- completed within budget;
- configured to meet all specified requirements and needs of the State;
- the Solution meets and adheres to all requirements and timeframes set forth in service level terms set forth herein;
- the Solution is fully documented, including but not limited to requirements specifications, architecture, design, configuration, operational environment and user manuals; and
- trained State staff and stakeholders.

3.2. PERIOD OF INSTALLATION AND IMPLEMENTATION AND TRAINING

The period of installation and implementation and training shall not exceed six (6) months from the execution date of this Contract. Support and maintenance shall begin April 15, 2017 and shall continue through the Contract Term as the same may be extended by the parties.

4. DEFINITIONS. Capitalized terms used in this Contract not specifically defined in the text shall have the following meanings:

- (a) **“Certificate of Acceptance”** means written certification, delivered to Contractor and signed by an authorized representative of the State, stating that any Defects in a particular Phase or the Solution discovered after implementation and testing have been corrected as required under this Contract, and that the Phase complies in all material respects with all of the applicable Requirements.
- (b) **“Certificate of Completion”** means written certification, delivered to the State and signed by an authorized representative of Contractor, stating that any Defects in a particular Phase or the Solution discovered after implementation, testing and Acceptance have been corrected as required under this Contract, and that the Phase or Solution complies in all material respects with all of the applicable Solution Requirements. The State must provide written acceptance to Contractor of any and all Certificates of Completion for them to become effective.
- (c) **“Certificate of Destruction”** means written certification, delivered to the State and signed by an authorized representative of Contractor, stating that any and all data originating from the State and/or data created or existing as related to this contract has been thoroughly

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

removed from any of the Contractor's systems, servers, and/or clients or any subcontractor's systems, servers, and/or clients.

- (d) **"Contractor Personnel"** means and refers to Contractor's employees and employees of Contractor's permitted subcontractors or permitted agents assigned by Contractor to perform Services under this Contract.
- (e) **"Defect"** means any failure by the Solution or any Phase or component thereof to conform in any material respect with applicable Requirements.
- (f) **"Defect Correction"** means either a modification or addition that, when made or added to the Solution, establishes material conformity of the Solution to the applicable Requirements, or a procedure or routine that, when observed in the regular operation of the Solution, eliminates the practical adverse effect on the State of such nonconformity.
- (g) **"Documentation"** means any and all descriptions and specifications of the Requirements included herein or created or developed hereunder, operational, functional and supervisory reference guides, manuals and instructive materials, in whatever form and regardless of the media on which it may be contained, stored or transmitted, which is developed, prepared, used or otherwise available from Contractor and/or Contractor's suppliers, in connection with and applicable to the provision, use, operation and support of the Services hereunder. Documentation shall be sufficient to enable State personnel to understand, operate, use, access, support, maintain, update and modify Services, notwithstanding that Contractor is or may be responsible for any or all of the foregoing obligations. Documentation shall also include all standards applicable to the Services, including those applicable to: (i) Contractor for its own comparable items or services; (ii) the State for its own comparable items or services; and (iii) such standards and guidelines as the parties mutually agree apply to the Services involved.
- (h) **"Final Acceptance"** means the issuance of Certificate of Acceptance executed by the State which specifies the mutually agreed upon Go Live Date for the Solution.
- (i) **"Facilities"** means the physical premises, locations and operations owned or leased by the State (a "State Facility") or the Contractor (a "Contractor Facility"), and from or through which the Contractor and/or its permitted contractors will provide any Services.
- (j) **"Go Live Date."** The date that the all or any part of the entire Solution is first available for use by the State in an operational, non-test environment, utilizing actual production data.\
- (k) **"Interconnection Security Agreement"** The technical companion to this legal contract used to document the establishment, maintenance, and termination of a data exchange.
- (l) **"Requirements"** means the State's baseline Functional and Technical Requirements listed in Attachment A of this Contract.

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- (m) “**Service Level**” means the specific level of performance Contractor is required to comply with and adhere to in providing the Services in conformity with the Requirements, consistent with the criteria and parameters specified in this Contract. Service Level Terms are set forth in Attachment G to this Contract.

5. PROJECT MANAGEMENT

The scope of work as detailed below describes the services, deliverables and key assumptions. Contractor will develop an overall project schedule that details the tasks, timelines, and deliverables for the fully integrated solution.

5.1. CONTRACTOR PROJECT MANAGEMENT AND SUPPORT

5.1.1 CONTRACTOR’S PROJECT MANAGER

Contractor will designate an individual to serve as the “**Contractor Project Manager**” who will: (i) be a senior employee within Contractor’s organization, with the information, authority and resources available to properly discharge the responsibilities required hereunder; (ii) serve as primary point of contact and the single-point of accountability and responsibility for all Contract-related questions and issues and the provision of Services by Contractor; (iii) have day-to-day responsibility for, and authority to manage, State customer satisfaction; (iv) devote full time and dedicated efforts to managing and coordinating the Services; and (v) be located at State Facilities or such other appropriate location as Contractor and the State may mutually agree.

Contractor’s Project Manager shall be responsible for all tasks necessary to manage, oversee, and ensure success of the project. These tasks include documenting requirements, developing and updating project plans, assigning staff, scheduling meetings, developing and publishing status reports, addressing project issues, risks, and change orders, and preparing presentations for the State.

Contractor’s Project Manager shall be responsible for the successful delivery of all Contractor tasks and subtasks defined in the Project Management Plan (as defined herein). Progress will be monitored and plans adjusted, as necessary, in project status meetings. The Project Management Plan deliverables (for both State and Contractor tasks) shall be updated by the Contractor, subject to review and approval of the State, and reports printed for each status meeting.

The Contractor will provide a Project Manager (“PM”) and his/her effort will incorporate all the tasks necessary to successfully implement the project. These tasks will include, among others consistent with the Project Management Body of Knowledge (PMBOK) methodology updating Project Plans, assigning staff, scheduling meetings, reviewing status reports, addressing project issues and change orders, and preparing presentations for State stakeholders. Contractor’s Project Manager shall have overall responsibility for the project deliverables, schedule, and successful implementation of the project as planned and all activities of Contractor’s resources.

The State’s Project Manager shall supervise the Contractor’s performance to the extent necessary to ensure that the Contractor meets performance expectations and standards. Contractor’s

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

Project Manager shall work closely with the State's Project Manager on a day to day basis. Contractor's Project Manager shall be on-site in Vermont as the State may require during the entire project based upon an agreed project schedule. Contractor's Project Manager shall be required to schedule and facilitate weekly project team status meetings either onsite in Vermont or via teleconference.

Contractor's Project Manager shall be responsible for developing and implementing the following project management documentation:

Contractor's Project Manager shall provide weekly written Status Reports to the State Project Manager. Status Reports shall include, at a minimum: all tasks accomplished, incomplete, or behind schedule in the previous week (with reasons given for those behind schedule); all tasks planned for the coming two weeks, an updated status of tasks (entered into the Project Plan and attached to the Status Report – e.g., percentage (%) completed, completed, resources assigned to tasks, etc.), and the status of any corrective actions undertaken. The report will also contain items such as the current status of the project's technical progress and contractual obligations, achievements to date, risk management activities, unresolved issues, requirements to resolve unresolved issues, action items, problems, installation and maintenance results, and significant changes to Contractor's organization or method of operation, to the project management team, or to the deliverable schedule where applicable. The State Project Manager and the Contractor Project Manager will come to agreement on the exact format of the report document at or before the project kickoff meeting.

The State requires, at a minimum, the following Project Management Deliverables:

- Contractor Project Manager to work with State project team to finalize a detailed project workplan (in Microsoft Project). The selected vendor shall maintain and update the project plan on a regular basis (at least weekly, if not daily).
- Project kickoff meeting.
- A detailed Project Management Plan (PMP).
- Weekly project status reports as defined above.
- Up-to-date project issues log.
- Up-to-date risk log.
- Weekly project team meetings which shall include meeting agendas and meeting discussion log, action items and update issues and risk logs accordingly.

Project Scope – Change Management - The Contractor must directly manage all activities related to Change Management. The Contractor will be required to work with the State Project Manager to establish and execute a change management plan to include all aspects of Change Management. This work will include, but is not limited to, defining and executing activities involved in (1) defining and instilling new values, attitudes, norms, and behaviors within the State of Vermont organization and (2) creating and conducting thorough testing and training tasks to ensure successful implementation and use of the system(s) defined in this contract.

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Contract/Project Change Orders - Any change to this Contract that alters one or more aspects of the Project scope, schedule, deliverables, or cost, may require a formal Change Request. While such changes may typically incur additional costs and possible delays relative to the project schedule, some changes may result in less cost to the State (i.e.; the State decides it no longer needs a deliverable in whole or part) or less effort on the part of a selected vendor. A change order shall define the effort involved in implementing the change, the total cost or associated savings to the State, of implementing the change, and the effect, if any, of implementing the change on the project schedule.

Change Orders will be developed jointly and every effort will be made to adhere to the approved Project Plan. The Project Manager for the State and the Project Manager for the Contractor will decide whether a formal Change Request is necessary. If a formal Change Request is necessary, the Project Manager for requesting party will prepare a Change Request detailing the impacts on scope, schedule, deliverables, resources, and cost. Once completed, the Change Request will be submitted to the non-requesting party for review. The non-requesting party will make its best efforts to either approve or deny the Change Request in writing within (10) business days. In no event shall any delay in the approval or denial of a Change Request constitute a deemed approval by the State.

All Change Requests that are mutually agreed upon in writing will be considered an amendment to the Contract.

The State will not pay for the effort involved in developing a change order. The Contractor shall bear the cost of estimating the cost or savings, time, and manpower required to implement all change requests forthcoming from the State during the course of the Project. The State and the selected Vendor will work together to outline a change control process which will be used to manage changes to the scope of work being performed.

Contractor shall use State templates for the foregoing, unless otherwise approved by the State. The State Project Manager shall be responsible for the review and acceptance of project management documentation.

Contractor's project manager shall assist the State's project manager (upon request) in creating materials for periodic presentations to State project sponsors and key stakeholders. Contractor's project manager may be required to present information to, and answer questions from, State stakeholders at these presentations.

5.1.2 PROJECT MANAGEMENT AND SUPPORT

The Contractor will apply Project Management Institute's (PMI) PMBOK principles to ensure on-time and within-budget delivery of the Solution, while meeting all of the Requirements in this Contract. The State will approve all project management methods and tools used during the project. These project management methods and tools are considered project deliverables.

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

5.1.3 KEY PROJECT STAFF

Contractor will perform and support the Services consistent with this Contract and the Solution Requirements. Contractor Personnel will be properly educated, trained and qualified for the Services they are to perform and Contractor will put appropriate training in place to meet initial and ongoing training requirements of Contractor Personnel assigned to perform Services.

- (a) Contractor shall be responsible, at its own cost and expense, for any and all recruitment, hiring, Contractor-specific training, education and orientation for all Contractor Personnel assigned or to be assigned to perform Services or support the Requirements.
- (b) All Contractor Personnel, in addition to any Contractor security policies and procedures, shall be required to comply with the security requirements in this Contract
- (c) Contractor shall conduct its hiring process in compliance with all applicable Federal and State laws to include, but not be limited to, anti-discrimination laws.
 - (i) **Eligibility for Employment:** Contractor shall verify that all prospective employees are eligible for employment in the United States.
 - (ii) **Criminal Records:** Contractor or an agent of Contractor shall perform criminal background checks on all prospective employees utilizing a national criminal database acceptable to the State. Before any Contractor Personnel begin work on the Services x) such background check shall have returned a "no record" result or, y) to the extent that the result revealed that a felony record or records exist for a given individual, the associated conviction(s) shall be unrelated to the work to be performed as specified under the Equal Employment Opportunities Commission's EEOC Enforcement Guidance regarding the employment of convicted felons issued April 25, 2012. Contractor shall provide the State with notice of proposed Contractor Personnel with felony or misdemeanor convictions that involve a crime against a person; a crime involving the use or misuse of computer network; a crime involving weapons, explosives or arson; a crime involving trade secret/proprietary information; a crime involving theft, dishonesty, embezzlement, breach of fiduciary duty, identity theft, or other financial-related crimes; a felony conviction for drug possession; or a crime involving the distribution or trafficking of illegal drugs and/or controlled substances.
- (d) All Contractor Personnel providing or assigned to provide Services or otherwise in a position to obtain or have access to State Information, shall execute a non-disclosure agreement in a form acceptable to the State.
- (e) The timing for transfer, reassignment or replacement of Contractor Personnel will be coordinated with requirements for timing and other elements of the Services so as to maintain continuity in the performance of the Services and avoid interruption or disruption to the Services or any failures to maintain Service Levels.

Contractor shall obtain approval in advance by the State of all staff proposed for a Project. If any Contractor staff does not perform up to acceptable or satisfactory standards as documented as determined by the State in its sole discretion, the Contractor shall follow State direction to either replace the staff member(s) with State- approved staff or take remedial action to ensure the Contractor is performing at an acceptable standard.

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Contractor will cause the Contractor Personnel filling the Key Project Staff positions to devote full time and dedicated effort to the provision of the Services and the achievement of Service Levels required for the Services, unless a lesser allocation during certain Project Phases may be agreed in writing.

5.1.4 KEY PROJECT STAFF CHANGES

Contractor shall not change members of Key Project Staff without providing the State written justification, a comprehensive transition plan and obtaining prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld.

The replacement of Key Project Staff shall have comparable or greater skills and applied experience than being replaced and be subject to reference and background checks described above. If Contractor removes Key Project Staff for any reason without the State's approval, Contractor agrees to replace the new Key Project Staff member if performance is unacceptable to State and provide the first thirty (30) days of a replacement resource with equivalent skill at no charge.

Notwithstanding the foregoing, the State acknowledges that Key Project Staff may become unavailable due to termination of employment for any reason, through disability or death, illness, or through leave of absence such as FMLA or National Guard duty for example. In such circumstances, Contractor shall promptly notify the State in writing of the impending or actual departure of any Key Personnel and of the qualifications and identity of proposed replacement Key Project Staff. The State has the right to reasonably disapprove of any replacement Key Project Staff.

5.1.4 CONTROL OF CONTRACTOR PERSONNEL

Contractor shall be fully responsible for the management, compensation, and performance of all Contractor Personnel, and the filing of any and all returns and reports and the withholding and/or payment of all applicable federal, State, and local wage tax, or employment-related taxes, including, but not limited to, income taxes, gross receipt taxes, taxes measured by income, social security taxes, and unemployment taxes for Contractor and Contractor's employees. Notwithstanding the foregoing, Contractor's employees shall adhere to the State's policies and procedures, of which Contractor is made aware while on State Premises, and shall behave and perform in a professional manner. The State, may, in its reasonable discretion, require Contractor to replace any Contractor Personnel, including but not limited to Key Project Staff, working hereunder who does not adhere to, behave, and perform consistent with the State's policies and procedures, or otherwise engages in unprofessional or unethical conduct, or abuses any illegal substance or alcohol, or engages in illegal activities or consistently underperforms. The State shall provide written notice to Contractor of the requirement of replacement, or with whom there are irresolvable personality conflicts. Contractor shall use reasonable efforts to promptly and expeditiously replace Key Project Staff and replace all other personnel within fifteen (15) business days of receipt of the written notice unless otherwise mutually agreed. The State's right to request replacement of Contractor personnel hereunder relates solely to the removal of individuals from work on this Contract with the State and does not create an employment relationship. Nothing in

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this Contract authorizes the State to direct the Contractor's termination of the employment of any individual.

5.1.6 CONTRACTOR THIRD PARTY CONTRACTS. The State acknowledges and understands that Contractor will enter into third party contracts with the following Contractor subcontractors: (i) Keefe Commissary for inmate commissary, and accounting system, for the performance of Services hereunder. Contractor shall deliver a copy of all such third party contracts to the State for review upon request. The State hereby consents to the use by Contractor of these subcontractors, provided however that any such consent is not deemed acceptance of the terms of any subcontracts by the State.

5.2. PROJECT PLANNING

The State and Contractor Project Managers will arrange for kick-off dates and procedures for managing the project – such as reporting status and resolving issues. This will provide an opportunity to introduce all key members of the project teams and walk through the project management plan and key milestones.

5.2.1. MEETING PROTOCOLS

For regular weekly project status meetings, Contractor's Project Manager shall provide a meeting agenda and any handouts at least one business day in advance of the scheduled meeting.

5.2.2. PROJECT DOCUMENT STORAGE

The Contractor will establish a SharePoint site, or some other collaboration mechanism, that is accessible to the Contractor and the State. This will provide a common area for Contractor's project documents, artifacts, and deliverables. Access to all SharePoint sites (or other medium of collaboration) and all project material contained therein shall be delivered to the State upon completion of the project.

5.2.3. STATUS REPORTS

Contractor's Project Manager shall provide project documentation and collaboration to meet the State's vendor reporting requirements. If requested, the Contractor shall use the State's Status Report template. If no template is provided to the Contractor, the status information shall include, at a minimum: all planned tasks accomplished for the reporting period; planned tasks that are incomplete, or behind schedule in the previous week (with reasons given for those behind schedule); all tasks planned for the upcoming two weeks; an updated status of tasks (entered into the Master Project Work Plan and attached to the status report – e.g., percent completed, resources assigned to tasks, etc.); and the status of any corrective actions undertaken. The report will also contain items such as the current status of the project's technical progress and contractual obligations; achievements to date; risk management activities; unresolved issues; requirements to resolve unresolved issues; action items; problems; installation and maintenance results; and significant changes to Contractor's organization or method of operation, to the project management team, or to the deliverable schedule, where applicable. For all project services performed on a time and materials basis, as provided herein, the Contractor shall also provide details on staff hours, cost per activity, all expenditures and a summary of services performed for the reporting period.

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The State Project Manager and Contractor's Project Manager will come to agreement on the exact format of the project documentation and collaboration reports, at or before the project kick-off meeting.

Each report shall include a project dashboard at the top outlining the overall status of the project in terms of the standard triple constraint: cost, time, resources (using a legend or icon of green, yellow, and red based upon the following definitions):

- Green – on track to deliver committed scope by committed deadline with committed resources/funding.
- Yellow – not on track to deliver committed scope by committed deadline with committed resources/funding, but have a plan to get back to green.
- Red – not on track and currently do not have a plan to get back to green. Need project management intervention or assistance.

In the event of yellow or red overall project status, there should be a specific task(s) and/or issue(s) identified as yellow or red which are the root cause of the overall project status being yellow or red. These items shall be presented in sufficient detail to determine the root-cause. The Status Report shall provide a link to the Risks and Issues Log for more detail.

The report shall include a budget section outlining original contract costs by deliverable with billed and paid-to-date information by deliverable and in total.

5.3 IMPLEMENTATION MASTER SCHEDULE

The Contractor has compiled a preliminary "baseline" Implementation Master Schedule (IMS), referred to as Project Plan for the purposes of this Contract using the best available knowledge at the time of Contract signing which is attached to this Attachments A and H. The Contractor shall update the IMS after execution of this Contract during the Project Development as required pursuant to the terms herein (e.g., updated tasks and task descriptions, updated meeting dates, updated resource assignments, updated milestone dates). Any such changes shall be communicated in writing by the Contractor to the State Contract Manager by executing a new or revised IMS or other documentation acceptable to the State. Such changes are subject to State review and approval. The parties shall work together to implement the IMS changes in accordance with the terms of this Contract; provided, however, in no event shall revisions to the IMS be deemed to amend this Contract. Changes to project scope, term or maximum amount shall require a Contract amendment.

The IMS is an ongoing tool for anticipating and tracking changes to expectations for all project tasks, deliverables and milestones. The complete IMS is an integrated plan – that is, it includes actions and deliverables from all project areas – both Contractor and State. The complete IMS, which includes the detailed tasks and milestones, will be shared in the ongoing communication meetings to discuss changes. State shall sign off on all deliverables from each Phase of the IMS

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before subsequent Project Plan is initiated. Once sign off is complete, Contractor and State will assess readiness to proceed with next phase.

6. SCOPE OF SERVICES.

6.1 DESCRIPTION OF SERVICES. Contractor agrees to provide and shall perform the Services described herein in accordance with and subject to the terms and conditions set forth in this Contract.

6.2 Project Major Phases, Warranty and Options

General Functional Requirements - The following requirements shall apply to all products and solutions to this contract:

- 6.2.1. All persons who enter Vermont Correctional Facilities must first pass a background check as required.
- 6.2.2. The following objectives must be met for this contract to result from this process:
 - To provide State with an automated inmate accounting solution that meets all business requirements and addresses the accounting needs of the State. The Contractor must support their own software. Technical support must be provided 24 hours a day, 7 days a week and 365 days a year by the Contractor.
 - The Contractor will provide, support and maintain any software, hardware, interfaces, and communications infrastructure required to operate the inmate account solution. NOTE: Contractor must provide their own Internet connectivity, e-mail, and account management.
 - To deliver high quality commissary services to the inmates of the State. The Contractor will provide weekly delivery to each of the seven (7) locations per an agreed upon schedule.
 - Commissary service will be provided from a secure off premises service center.
 - To operate the commissary service program and the inmate accounting system in a cost effective manner and at no cost to the State. The State will provide minimal staff to support the program.
 - To maintain an open collaborative relationship with the administration and staff of the State as well as any other State agencies and departments deemed necessary by the State.
 - To 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 will provide all services described in this contract.
 - Contractor is experienced and has provided documented experience in the field of inmate accounting systems, technology solutions, and inmate commissary services, specifically for facilities the size and scope of the State.

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- 6.2.3. Contractor has furnished evidence of an acceptable staffing plan, identifying the background of the responsible staff, job descriptions, and written work plan that demonstrates the ability of the Contractor to fulfill the requirements of this contract. For reasons of security, the State reserves the right to approve all system administration personnel who have access to the system and to conduct background investigations of all assigned system administration Contractor employees.
- 6.2.4. The Contractor will provide a single point-of-contact for any service outage or remedial maintenance issue that may arise 24 hours per day, 7 days per week, and 365 days per year. Contractor will provide a 24-hour, toll-free service number. A live customer service representative must be available at all times for service calls. All service requests must result in an immediate trouble ticket generation with severity level assignment. Trouble tickets must track all activities related to the service call, including resolution time and method.
- 6.2.5. Contractor's system(s) will be capable of processing a data import including, but not limited to, a .csv file format. An Interconnection Security Agreement outlining method of transfer, fields for transfer, and security of State data shall be executed prior to Start Date of this contract.
- 6.2.6. Contractor's system(s) will allow for highly configurable daily, weekly, or monthly scheduled imports from external data sources.
- 6.2.7. Contractor's system(s) will allow the secure transmission of selected files/information to community/outside entities.
- 6.2.8. Contractor's system(s) will have 24/7 availability.
- 6.2.9. Contractor's system(s) will have a 99.9% uptime including all scheduled and unanticipated updates.
- 6.2.10. Contractor's system(s) will have the ability to handle 40+ concurrent users with sub-second response times for transactions; appropriate (approved) response times for reports.
- 6.2.11. The Contractor will provide on-site repair time, method, and level of services for all locations. Contractor has the ability to handle emergencies and has an escalation plan.
- 6.2.12. Contractor will have an automated tracking system for problem requests as they are opened, updated, and closed by the field technicians, providing detail to show the problem and final resolution of said problem. Should the escalation plan as provided by the Contractor not be followed explicitly, the Contractor will be liable for lost commissions during times that phones were in need of repair and not properly operating. The lost commission will be calculated by multiplying the average number of calls for each call type x (multiplied by) the then prevailing calling rates x the commission rate. The specific commission shall be calculated by the State and the State will advise the Contractor of all commissions due. The Contractor will pay the calculated lost commission with the next commission payment due the State. Contractor will be allotted time between the notification and the next commission payment to validate the lost commission.

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- 6.2.13. The Contractor has provided the State with a complete list of business, cellular, and pager numbers for its contractors/subcontractors, managers, administrators, technicians, etc.; the vendor's management home and emergency telephone numbers have also been furnished.
- 6.2.14. The Contractor has provided a copy of the company's current repair procedure policy for both normal maintenance and emergency outages as it relates to this contract.
- 6.2.15. Contractor shall have the ability to remotely diagnose and repair the systems covered in this contract. Repair technicians must have remote access to all system controls via a secured Wide Area Network (WAN) or modem connection supplied by the Contractor at no cost to the State.
- 6.2.16. The system software will provide continuous self-test diagnostics without State personnel intervention. When the system detects a problem, alarms indicating system malfunctions and network problems will be sent to the Contractor. The system software will include remote diagnostic programs to indicate the operational status of critical system components.
- 6.2.17. The Contractor will provide continuous on-line diagnostics and continuous 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 a secured Wide Area Network (WAN) or modem connection by service center personnel and will provide failure reports, service history, and other diagnostics.
- 6.2.18. The Contractor will provide a complete solution including all equipment, software, and infrastructure necessary to provide the services required in this contract. These services include, but are not limited to, telephone sets, kiosks, handheld devices, and any/all necessary wiring, connectors, jacks, security, and monitoring systems/equipment. Installation and maintenance will be performed in accordance with the manufacturer's specifications. This includes expansion of any existing location or newly constructed location throughout the state.
- 6.2.19. The Contractor will be responsible for all equipment, software, and infrastructure including Contractor network and connectivity in its entirety or its individual components including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. System or component or replacement will be performed at no cost to the State and will occur immediately upon notification to the Contractor of the system problem by the Location or State designee.
- 6.2.20. Contractor will provide any and all equipment in areas accessed by inmates that will be sturdy, vandal resistant, and composed of durable, tamper-free equipment suitable for a detention environment. The equipment must contain no removable parts. Telephones for the Inmate Telephone Solution (ITS) shall be non-coin.
- 6.2.21. Contractor will provide solution hardware that must be of detention grade quality; tamperproof user end equipment is required; a minimum of moving, removable, metallic parts, or any object which could be used as or fashioned into an offensive item, must not be present at the user end in the Solution.

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- 6.2.22. Contractor will ensure that all Units providing input will have a tamperproof functionless keyboard with internal track balls and industry standard shatterproof monitor.
- 6.2.23. Contractor will be responsible for all cables and power cords which must be secure
- 6.2.24. Contractor will provide equipment with enabled video playback that must have an internal speaker
- 6.2.25. Contractor will have the ability to secure all access ports and/or connections with lockable doors or behind/under secured unit.
- 6.2.26. Contractor's Solution must contain inmate usage tracking.
- 6.2.27. Contractor kiosks and handheld devices must have simplified or one-touch updating process to update materials on a quarterly basis.
- 6.2.28. Contractor will provide equipment that is compliant with American Disability Act (ADA) guidelines.
- 6.2.29. All equipment and systems/software provided as part of Contractor's Solution must be compatible with existing owned equipment for the purposes contained within this contract. If Contractor Solution is not compatible with existing equipment (ex: handheld devices/ tablets), Contractor will provide a comparable replacement in addition to existing state- or inmate-owned equipment.
- 6.2.30. Contractor will provide all components of their Solution including hardware, software, networking, infrastructure, storage, archiving, etc. including physical size and descriptions of all equipment/hardware. Contractor will maintain and support the Solution components including version upgrades, patches, hardware upgrades, and replacement plan, network connectivity, backups, retention strategy, disaster recovery, redundancy, and change management.
- 6.2.31. The Contractor will provide any environmental conditions required for the Solution. Contractor will include any air conditioning or heating requirements for equipment provided. The Contractor is required to supply the necessary heating or cooling system.
- 6.2.32. For each location installation, the Contractor has provided an implementation plan which does include an installation schedule. The plan, including quantities of equipment, must be approved by the State before initiation and any updates or changes to this plan must be submitted to and approved by the State. Please note that any and all installations must be accomplished during normal business hours at each location or as directed by the location's onsite Superintendent.
- 6.2.33. The Contractor will adhere to all applicable State, Agency, and Departmental IT policies and procedures regarding information protection and security. The Solution must be approved by the Agency Security Director, including risk assessments as required.
- 6.2.34. The system must conform to State security standards and protocols. A list of the Agency of Human Service security policies can be found at <http://humanservices.vermont.gov/policy-legislation/policies/05-information-technology-and-electronic-communications-policies/> and a list of State of Vermont security policies can be found at http://dii.vermont.gov/Policy_Central

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- 6.2.35. The system must be developed using application and database best practices. Contractor has a development and project management methods and practices they will use and have cited detailed examples of past successes using these methods.
- 6.2.36. The Contractor will obtain the State's written permission before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause and structural damage.
- 6.2.37. Use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the location are at the risk of the Contractor. No exposed wiring will be permitted. Ownership of any wiring or conduit placed under this Agreement by the Contractor becomes the State's property upon termination and/or expiration of the Agreement.
- 6.2.38. The Contractor agrees that, should any cabling work be required as part of any installation, all new cable shall be used and marked clearly and legibly at both ends, and must meet all applicable EIA/TIA wiring standards for commercial buildings. All new cabling required by the Contractor will be installed by the Contractor at no cost to the State.
- 6.2.39. The Contractor will restore to original condition, at its own cost, any damage to the State's property caused by maintenance, installation, or removal by personnel associated with the Contractor including, but not limited to, repairs to walls and ceilings.
- 6.2.40. The Contractor will clean up and remove all debris and packaging material resulting from work performed.
- 6.2.41. The Contractor will provide and install adequate surge and lightning protection equipment on all equipment used robust enough in order to support the Contractor provided system/equipment for thirty (30) minutes in the event of a power outage. This shall include an uninterruptable power supply (UPS) for the switch, if required. UPS units must be adequate for the size of each location. Adequacy must be documented based on UPS manufacturer's recommendations. The Contractor will provide, install, and maintain (according to manufacturer's specification) all UPS equipment at each of the locations. The Contractor will 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.
- 6.2.42. The Contractor is responsible for all aspects of the coinless telephones, such as acquisition, installation, operation, service, and maintenance. The State shall be responsible only for making the space for the telephones available to the Contractor. The State shall not be obligated to make any improvements to the space provided for the telephones and/or Contractor equipment.
- 6.2.43. Upon completion of initial installation and ongoing installations, Contractor will provide the State with a list of identifying information for all equipment including, but not limited to, serial numbers, make/model, telephone numbers, and locations of each unit.

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- 6.2.44. The Contractor will provide reporting and querying methods and capabilities which provide maximum flexibility and speed. The Contractor will provide reporting capabilities of the system including, without limitation, the ability of the system to access reports or a subset of reports to designated State personnel by password or other structured access and how this will be accomplished. Contractor will provide reports and a description of what ad hoc querying/reporting ability is present in all systems outlined in this contract.
- 6.2.45. All systems contained within this contract will have the capability to interface with all others in order to provide the maximum level of service and scalability. Contractor's Solution is capable of transferring monies, purchase information, and other data for a seamless user experience. Any systems contained in this Solution must be capable of receiving interface data from State's Offender Management System (OMS) for current placement and transfer of inmates between locations.
- 6.2.46. Contractor's system(s) will include details on auditing capabilities/report within each identified Solution.
- 6.2.47. Contractor system(s) will provide redundancy to limit or virtually eliminate system downtime due to hardware component failure.
- 6.2.48. Off-site storage of all data will be in a minimum of three (3) locations within the continental United States of America to avoid any possibility of call detail records being lost. The Contractor will provide the State with the specifics on these locations and the frequency the data is backed up. Data shall be stored for seven (7) years unless given to the State at the termination or cancellation of this contract.

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Transition Plan

- 6.2.49. The Contractor will work with the State and any incumbent vendor to ensure an orderly transition of services and responsibilities under the Agreement and to ensure the continuity of the services required by the State.
- 6.2.50. Upon expiration, termination, or cancellation of the Agreement, the Contractor will cooperate in an orderly transfer of responsibility and/or the continuity of the services required under the terms of the Agreement to an organization designated by the State.
- 6.2.51. The Contractor will have a transition plan that minimizes lost revenue to the State for a smooth "cutover" to the new system.
- 6.2.52. The Contractor will state how the current system(s) database information including inmate profiles and call records will be converted from the existing system and securely imported into the new system. Data to be converted includes: inmate accounting history, commissary orders, telephone usage, etc.
- 6.2.53. The Contractor will have a transition plan to convert existing and historical data housed in current systems to data within the new system(s).
- 6.2.54. The Contractor acknowledges all data contained within the Solution will be the property of the State and will be provided to the State by the Contractor within 90 days of request or termination of the contract. The data will be in a format specified by, and at no cost to, the State.
- 6.2.55. The Contractor agrees to remove its equipment at the conclusion of the contract in a manner that will allow the reuse of that wire distribution.
- 6.2.56. The Contractor agrees the workstations and associated infrastructure shall become the property of the State at the expiration, cancellation, or termination of this contract.
- 6.2.57. The Contractor will discontinue providing service or accepting new assignments under the terms of the contract, on a date specified by the State. Commissions will be due and payable by the Contractor to the State at the compensation rate provided in this contract until collect, debit, and/or pre-paid calls are no longer handled by the Contractor (Not to exceed ninety (90) days).
- 6.2.58. As locations complete the user acceptance testing, the Contractor and State will mutually agree upon the billing start date. This start date may vary from location to location depending on the completion of the "system functionality testing".
- 6.2.59. The Contractor will provide training to the State's staff at each location sufficient to enable State staff to successfully use the system. Additional training will be provided to new staff assigned during the Agreement period at no cost to the State.
- 6.2.60. Training documentation will be provided to the State's staff at all training meetings at no cost to the State, including at least one hard copy per site. All manuals will become the property of the State.
- 6.2.61. Informational pamphlets will be available for inmates relative to the applicable features and functionalities of the ITS, when requested by the State at no cost to the State.

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Inmate Telephone Solution (ITS) Requirements

- 6.2.62. The ITS will be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling.
- 6.2.63. Either party will report to the other party any misuse, destruction, damage, vandalism, liability, etc. to the ITS.
- 6.2.64. All issues surrounding the ITS service will be reported by the Contractor to a contact specified by the State.
- 6.2.65. The Contractor agrees the workstations and associated infrastructure will 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 will be provided on demand.
- 6.2.66. Each call, having been identified as being placed through the Contractor's ITS, will be delivered to the called party as a collect call, debit, and/or pre-paid call.
- 6.2.67. The Contractor will subscribe to the Line Information Data Base (LIDB) for validation purposes. The Contractor will 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 will assume all responsibilities for the cost of the validation.
- 6.2.69 Telephone station equipment will be powered by the telephone line and require no additional power source. A power source will be available at the demarcation location. Contractor will be required to identify the demarcation location for each location.
- 6.2.70 In the case of the loss of commercial power and the failure of the UPS, the ITS must automatically restrict or "shut off" all inmate telephones so that no inmate calls can be made until commercial power is restored and access is once again provided to the State.
- 6.2.71 The Contractor will provide a sufficient number of telephone lines to the ITS to prevent inmates from receiving busy signals no more than 0.5% of the time.
- 6.2.72 The Contractor will provide telephone reception quality equal to the highest level of toll quality offered to the general public and must meet telecommunication industry standards for service quality.
- 6.2.73 The Contractor will 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, person who are deaf, persons with physical impediments, and person who are blind. Systems must be provided which are compatible with Telephone Devices for the Deaf (TDD), voice activated and/or Brail.
- 6.2.74 A minimum of twenty percent (20%) of the telephone sets must have the ability for amplification or volume control The Contractor will accept the State's

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- decision regarding whether the reception quality meets industry quality standards.
- 6.2.75 The ITS shall monitor the switch hook of the inmate telephones and, if the switch hook is depressed at any time, the call will be disconnected or an internal dial tone will be activated to prevent fraud. The Contractor will assume all responsibility for fraud.
- 6.2.76 In all circumstances, the service shall limit the inmate to a single call request. The service shall always require the inmate to disconnect and initiate another call.
- 6.2.77 The system must guard against "hook-switch dialing" and other fraudulent activities.
- 6.2.78 The system must prevent the inmate from receiving a second dial tone or "chain dialing".
- 6.2.79 During the call set up process, the ITS will provide a pre-recorded announcement identifying that the call is coming from a specific inmate at the location.
- 6.2.80 The system will brand each call with the name of the location and the inmate placing the call.
- 6.2.81 The ITS will have a fraud prevention feature. This feature will randomly interject pre-recorded announcements throughout the duration of the conversation. The system will continue to play the brand recording at irregular intervals throughout the call.
- 6.2.82 The ITS will offer the called party an option to receive a rate quote during the call set-up process.
- 6.2.83 All collect calls, include debit and pre-paid calls, will be clearly identified as a collect call to the called party. The recording will be heard by the called party and be free of any toll charges. Each call (whether collect, pre-paid, or debit) will include the following announcement: "This call may be monitored and recorded." The Contractor will indicate how much time is allowed for the inmate to record his/her name when placing a call and how many times the system will play the message to the called party prior to termination.
- 6.2.84 Call acceptance by the called party shall be accomplished for all collect, debit, and pre-paid calls through caller confirmation (positive acceptance). Voice recognition is not an acceptable method for positive call acceptance. The ITS will be able to recognize and distinguish standard or irregular busy signals, standard or irregular ringing signals, answering machines, cellular telephones, pagers, operator intercepts, quick disconnects, chain dialing, no voice for called party, etc. The Contractor's ITS will meet this requirement.
- 6.2.85 The ITS will have the capability of answer detection.
- 6.2.86 The system will detect the difference between an accepted call, answering machine, busy signal, or other telephone activity.
- 6.2.87 The ITS will process calls on a selective linguistic basis: English, Spanish, and French. The inmate will be able to select the preferred language utilizing a simple code. The called party will also be able to select the preferred language

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- for call prompts. Written dialing instructions in both English and Spanish will be permanently and prominently displayed on each inmate telephone.
- 6.2.88 The ITS will provide a recording back to the inmate which details why a call was not completed.
- 6.2.89 The Contractor will indicate how calls to rotary telephones are handled to ensure completion of all calls.
- 6.2.90 The ITS will allow multiple operators simultaneous access while maintaining adequate security to prevent unauthorized use and access.
- 6.2.91 The Contractor will establish an "informant" line. Calls to the "informant" line will be free and will be routed via the ITS to a destination designated by the State. The destination for the "informant" line will be an automated voicemail box. This call will not be a charge to the inmate.
- 6.2.92 The telephone network services provided by the Contractor will not be capable of being detected by the called party for calling number identification (caller ID).
- 6.2.93 The ITS will prohibit direct-dialed calls of any type.
- 6.2.94 The ITS will prohibit access to "411" information service.
- 6.2.95 The ITS will prohibit access to any toll free and/or pay per services lines.
- 6.2.96 The ITS will prohibit access to multiple long distance carriers via 950, 800, and 10 10-XXX numbers.
- 6.2.97 The ITS will prevent inmates from circumventing the telephone systems, i.e. using the "con" line.
- 6.2.98 The ITS will shut down quickly and selectively. The State will be able to shut down the ITS manually by cut-off switches at several locations including, but not limited to:
- At demarcation location – total location telephones
 - By central control center – select telephones
 - By select housing units – control center
- 6.2.99 The Contractor will provide information on any new additional or optional features, investigative or management systems or tools that may be of interest to the State (i.e. word recognition/keyword search, reverse look-up, visitation phone recording, etc.).
- 6.2.100 The State personnel will be able to manually and immediately shut down the system in case of emergency, allowing all calls in progress to be completed before system shut down if desired.
- 6.2.101 The system will be password protected to permit only appropriate location personnel access to the system and provide records of user activity upon request.

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- 6.2.102 The system will have a solution that handles authentication for the authorization of inmate calls. This system will have a verifiable installation/operational history in other correctional institutions for no less than one year. Upon initialization of the first outgoing telephone call, the system will automatically prompt the inmate to make sample voiceprints of their name. Upon completion of the samples, the system will make a recording of the voiceprint that will later be used to initiate all future calls by the inmate.
- 6.2.103 Contractor's Inmate Personal Identification Numbers (PINs) and voice print recognition administration will include the following:
- Number of digits in an Inmate PIN will be no fewer than 14 digits
 - Method and procedures of assigning or changing of Inmate PINs
 - Method of input of the Inmate PINs and permitted telephone numbers
 - Methodology/technology used for voice recognition
 - Contractor will handle exception, quick-turn-around situations
 - Location of the central processor
 - Security procedures that will be used in the entry of Inmate PINs and voice recognition process
 - Minimum and maximum number of Inmate PINs and voice recognition number available per system (site/institution)
 - Minimum and maximum number of destination telephone numbers assignable to each of Inmate PIN and voice recognition
 - The system will be able to restrict aspects of inmate calling privileges and such restrictions can be imposed globally, by site, by housing unit, by Inmate PIN and voice recognition, by telephone, by called number
 - The system will allow staff to retrieve and listen to actual voice verifications as needed
- 6.2.104 The system will have the capability to assign approved calling numbers according to Inmate PINs.

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Call Monitoring & Recording

- 6.2.105 The system will maintain 45 days of call recording.
- 6.2.106 The Contractor's system will monitor and record all calls simultaneously for the location. The call monitoring and recording system will provide locations with inmate call control in recording.
- 6.2.107 Location personnel will be able to search call recording by dialed number, date, time, inmate account, or site ID.
- 6.2.108 Location personnel will be able to simultaneously listen to and record conversations.
- 6.2.109 Recordings will be backed up for archival for a minimum of three (3) years. Archival will include metadata that enables identification and retrieval of specific calls.
- 6.2.110 Recording system will be centralized and housed at the location.
- 6.2.111 The system will provide retrieval and listening within specified locations.
- 6.2.112 Contractor will provide signage on each phone stating the call will be monitored and recorded.
- 6.2.113 The system will have the ability to extract recorded phone messages.
- 6.2.114 The system will support both debit and pre-paid applications at all locations. The applications will include, but not be limited to, the following:
- The debit/inmate based pre-paid application will work with the ITS system.
 - The debit application will interface with the inmate accounting system for ease of transfer of money from the inmate balance account to the Inmate ITS account.
 - The Contractor's ITS will handle debit balances if an inmate is transferred from one State location to another.
 - The pre-paid application will allow for prepayment to a specific inmate account or a member of inmate's PIN and will be specific to an inmate's PIN.
 - Upon release of an inmate, the balance of the inmate's pre-paid calls will be refunded at the same time as the inmate's account balance.
 - The ITS will provide the inmate with the balance of their debit and/or inmate based pre-paid account at the time of the call.
 - The debit/inmate based pre-paid application will allow international calls.
- 6.2.115 The ITS will store all call detail records, including all attempted and completed calls. This data will be stored at the Contractor sites for the term of the contract.
- 6.2.116 The State will have access to all call details records from the workstations(s) or remote computers. The workstation(s) will provide the capability to copy

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or export the Call Detail Records onto a Compact Disc (CD and/or DVD) or other media/hardware.

- 6.2.117 Call charges and rates are as noted below – the listed rates are exclusionary of local, state and federal taxes:

Collect Calling Information			
Collect Call Rates			
Collect Call Rates	Call Type	Operator Charge	Per Minute
	Local Call	\$0.00	\$0.039
	IntraState (In-state Long Distance)	\$0.00	\$0.069
	InterState (Out-of-state Long Distance)	\$0.00	\$0.069
	International	N/A	N/A

Pre-Paid Collect Calling Information			
Collect Call Rates			
Pre-Paid Collect Call Rates	Call Type	Operator Charge	Per Minute
	Local Call	\$0.00	\$0.039
	IntraState (In-state Long Distance)	\$0.00	\$0.069
	InterState (Out-of-state Long Distance)	\$0.00	\$0.069
	International	\$0.00	\$0.63

Debit Calling Information			
Debit Call Rates			
Debit Call Rates	Call Type	Operator Charge	Per Minute
	Local Call	\$0.00	\$0.039
	IntraState (In-state Long Distance)	\$0.00	\$0.069
	InterState (Out-of-state Long Distance)	\$0.00	\$0.069
	International	\$0.00	\$0.63

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ITS Reporting Requirements

- 6.2.118 Monitoring reports will be available that can be sorted by any or all of the following criteria, but not be limited to:
- Daily statistical reports
 - Location name
 - Originating number
 - Terminating number
 - Date of call
 - Time of call
 - Length of call
 - Type of call
 - Inmate PIN number
 - Frequently called numbers (for all numbers called more than 5 times in one day)
 - Common numbers called (for all numbers called by more than one inmate)
 - Originating station
 - Bill type
- 6.2.119 Billing reports will be available that can be sorted and contain the following criteria, but not be limited to:
- Call detail report
 - Amount charged per call
 - Gross revenue
 - Daily statistics
 - Monthly statistics
 - Called party/number accepting report
 - Fraud/velocity report
 - Separate location totals and statistics
 - Total calls
 - Calls by date
 - Calls by time of day
 - Length of a call
- 6.2.120 The ITS will provide specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. The following reports will be available for monitoring purposes:
- PINs per inmate or identifying number
 - Calls by Inmate PIN or other identifying number

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- 6.2.121 The ITS will provide customize reports in a form specified by the State.
- 6.2.122 The ITS will provide reporting to reconcile commission payments.
- 6.2.123 The Contractor will supply call details reports to the State. These reports will contain a variety of call information and customizable to suit the State's needs.
- 6.2.124 Standard reports must include:
 - Frequently Dialed Numbers
 - 3-Way Call Attempts
 - Call Volume by Telephone
- 6.2.125 Contractor will supply monthly revenue reports by individual location.
- 6.2.126 Contractor will supply call details and other standard reports.

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Inmate Accounting and Commissary Requirements

- 6.2.127 Solution will allow the State to open an account for an inmate at time of booking and enter into the system the amount of money in their possession at that time via interface to the existing State Offender Management System (OMS). The following data must be captured during the booking process:
- Account number
 - Name
 - Date of Birth
 - Gender
 - Location
- 6.2.128 The solution will allow for the following transactions to take place at the intake screen:
- Charge receivable such as medical fees, copying fees, postage, etc.
 - Sell commissary packs
 - Place restrictions on inmate orders
- 6.2.129 Once the account is open, the solution will enable the following to occur:
- Add funds, draw funds, (check, EFT/Debit Card or both)
 - Close the account and pay the balance by check or EFT/Debit Card
 - Close multiple accounts printing out one check
 - Deduct commissary purchases and other charges in a live time environment
 - Process credits
 - Change inmate location, individually or in groups
 - Assign a permanent ID used by the existing State OMS for an inmate that will allow an account to be reopened and allow for the ability for debts to be tracked across multiple incarcerations (NOTE: This function will require an interface to the State OMS).
 - Add inmate information to control commissary purchases (such as medical and disciplinary restrictions and indigent status)
 - Contractor will provide a complete audit trail of all transactions including scheduled and unannounced audits of the inmate accounts by the State to insure the integrity and accuracy of the accounts
 - Once an account is closed, restrict access to the account to specified State users
- 6.2.130 Following are the mandatory specifications required of the banking solution. The system will address all of the requirements and features that are outlined below at the start of this contract.
- 6.2.131 The banking solution will provide an accurate, cashless accounting of all inmate monies, expenses, and purchases. At a minimum, it will contain all of the features and reporting included below:
- General Ledger with Automatic Dual Accounting Posting
 - General Ledger Reporting for all Ledger Accounts
 - Date Specific Reporting for all Ledger Accounts

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- Provide for a Trial Balance to be run at any time
- Fiscal Year Maintenance with End of Month Reporting
- Checkbook Reconciliation with Multiple Checkbook Capabilities
- Inmate receivables function complete with reports section
- Inmate payroll function complete with reports section
- Automatic check writer with check writing options, such as magnetic ink character recognition (MICR) or blank checks
- Inmate savings feature complete with reporting section
- Reconciliation reports of sub ledger to general ledger accounts
- Deposit functions to allow for deposit of funds via State of Vermont lockbox vendor
- Provide for an automatic checkbook reconciliation function
- Commissary Inventory function with reports section
- Inmate property function with reports section
- Indigent function which includes the ability to rotate up to four (4) indigent packs individually for each inmate based upon monetary and time criteria to be determined by the location
- Allow for debt to be collected based upon a percentage of incoming funds to be determined by the location.
- Allow for collected funds to be applied to debts either by priority, percentage, or both as defined by the location
- The System will always be in balance within the general ledger
- Provide reports on cash drawer balancing and balance history
- Provide reports on commissary order, order rejections, commissary sales and products offered
- Provide reports of frozen inmate accounts or accounts with administrative holds or other location designated restrictions
- Provide accounts summaries (both individual and location including transaction history)
- Provide for reclamation of checks automatically
- Provide for reports on all checkbook activity by operator defined criteria
- Provide reports based on user definable date time periods
- Provide for inactivity maintenance to include reporting and reclamation of monies
- Provide for inmate intake and release reporting
- Allow for multiple checkbooks to be set up
- Provide for Location & operator log reports
- Allow for the assignment of a State designated permanent identifier to each inmate
- Allow for specific deductions to be assigned to individual accounts with an "automatic" collection per location designated criteria

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- Allow for input of inmate address and phone contact information for the purpose of generating invoices and receiving payment for debt after inmate release
 - Allow for inmate releases to be done by check or EBT or a combination as determined by the location.
- 6.2.132 The solution will provide reports according to specifications provided by the State, including the following at a minimum:
- Cash report
 - Sales report
 - Debt reports
 - Checkbook report
 - Bank reconciliation
 - Inmate report
 - Receivable report
 - Shipping report (where product was shipped and when)
 - General Ledger report
 - Negative balance report for inmates with debts
 - The checkbook feature must be able to write a check to a third party, void a check, make corrections by designated Administrator, add deposits via the State lockbox vendor
 - Print out a check registry with multiple query options
- 6.2.133 The Contractor and State must mutually agree upon the items to be sold in the commissary program. No new items will be offered without the written permission from the State. The Contractor will advise the State of new products as soon as they become available.
- 6.2.134 The Contractor will provide ability for inmates to create their own orders via Telephone or kiosk ordering, therefore minimizing the necessity for State staff interaction. Contractor must have the ability to process funds received via the State Lockbox.
- 6.2.135 All commissary orders will be combined, prepackages, sorted by housing area, and shipping within 24 hours of agreed upon delivery schedule.
- 6.2.136 General requirements for Commissary items are as follows:
- Food items will be packaged and dated for individual consumption
 - All containers will be made of non-breakable materials
 - No products will contain alcohol
 - Inmates in general population will be allowed to order commissary via telephone or kiosk at least once per week with a maximum purchase of \$85.00 (excluding tax)
 - Orders will be processed from an off-premises secure warehouse and delivered to each location per a strict weekly schedule as agreed upon by both the State and the Contractor.
 - Inventory levels in the secure warehouse shall be maintained to ensure an order fill rate of at least 98%

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- Substitutions or backorders are not allowed
 - A method of restocking on returned orders must be available
 - The State will determine the final retail selling price (prices not higher than local convenience stores)
 - All items sold must be jail appropriate
 - Commissary orders will be sent in clear, tamper proof, heat sealed plastic bags for the primary purpose of security and accountability. Two copies of the 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, inmate phone time, and sales tax
- 6.2.137 The Contractor will provide self-service options they have to offer and details any costs associated with this service. The services will be funded through the commissary operation.
- 6.2.138 Service will include providing each housing unit with kiosks and/or phones that allow inmates to access their account information and place commissary orders.
- 6.2.139 Solution will include Web based ordering of commissary products, debit calling, and web based inmate deposits for inmate family/friends via Internet.
- 6.2.140 Solution will include ordering of commissary products, debit calling, and deposits to inmate accounts for inmate family/friends via secure kiosks, provided by the Contractor, placed in the lobby of each location.
- 6.2.141 Combine web product orders and inmate orders as not to exceed weekly inmate spending limits.
- 6.2.142 State staff will have access to view web and kiosk orders placed by family/friends.
- 6.2.143 Contractor will provide the State with the following deposit fees. The State shall approve any changes to said fees.

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Standard Fee Structure			
Gross Amount Deposited	Credit Card Fee	Kiosk Credit	Kiosk Cash
\$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
\$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

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\$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
\$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

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Inmate Kiosks Requirements

- 6.2.144 Inmate Kiosks will have but are not limited to the following requirements:
- Ability to send and receive e-mail through a secure network
 - Ability to conduct video visits with approved friends and family
 - Ability to monitor and record video visits.
 - Ability to manage the inmate grievance and inmate request system, including the medical sick call system.
 - Ability to provide report/statistical data on users and trends.
 - Ability to interface with handheld devices/tablets in which inmates can plug into the kiosk and download media (e-books, music, videos, movies, games, researched materials, State policies, correctional and educational materials), process e-mail, forward requests.
 - Provide general population, restricted populations, and mentally ill inmates access to video conferencing software suited to their needs and abilities.
- 6.2.145 Hardware for this aspect of the solution will possess sufficient storage capacity to store State specific reference material as determined by the State. Hardware will be capable and compatible to enable the downloading and/or storage of electronic reference material.
- 6.2.146 Contractor will, either on schedule or on demand, digitize and upload as part of the accessible content customized documents and manuals as determined by the State.
- 6.2.147 The Contractor will restrict access to only the content authorized: The user/inmate must in no way be able to exit from the solution to navigate to any other programs, applications, data, operating system, solution storage devices, location LANs, etc.
- 6.2.148 Solution access will be configured to allow a limited number of functions as determined by the State.
- 6.2.149 All factory loaded games, accessories, media, or unnecessary programs will be permanently removed from Contractor supplied hardware prior to installation.
- 6.2.150 Contractor has provided an individual online solution for each location. The individual solutions will each have a single online connection with multiple stations. Solution will be configured to use Internet Protocol for transport exclusively.
- 6.2.151 Contractor will provide options for implementing the "visitor" side of the video visitation solution (i.e. utilizing location lobby areas, community justice

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- centers, probation and parole offices, other community location, or other alternatives).
- 6.2.152 Video visitation system will have recording and monitoring capabilities for the State.
- 6.2.153 Video visitation solution will have the ability for the State to approve or disapprove of visitors who can access the system.
- 6.2.154 Software will enable visitation and self-scheduling by inmates or visitors and shall allow for oversight and control by State staff.
- 6.2.155 Contractor's security systems for monitoring incoming and outgoing electronic mail. Inmate e-mail system will:
- Have the ability to monitor all incoming and outgoing email messages for security threat language/words. The State will have the ability to self-define specific code language for which the system will be able to search/monitor.
 - Ability to send and receive e-mail messages or video messages at no cost to the State.
 - Include archive capability, accessible to the State.
- 6.2.156 Handheld devices/tablets will be for sale to the inmate population at a reasonable cost, see Tablet Application Fees table in 6.2.162.
- 6.2.157 Handheld devices/tablets will be constructed of clear/secure plastic – durable under more than normal usage (prison environment).
- 6.2.158 Handheld devices/tablets will include power options (battery operated, rechargeable, etc.).
- 6.2.159 Handheld devices/tablets will have the ability to play/display downloadable content from kiosks
- 6.2.160 Handheld devices/tablets will not have internet capability from the device or when connected to the kiosk.
- 6.2.161 Handheld devices/tablets will not have external speakers – only headphones are allowed/
- 6.2.162 Contractor will provide the State with the following video visitation and tablets application fees. The State shall approve any changes to said fees schedule.

VIDEO VISITATION RATES

Approved Charge/Fee Name	Amount
10-Minute Remote Video Visitation Session	\$0.25 per minute/\$2.50 per session
25-Minute Remote Video Visitation Session	\$0.25 per minute/\$6.25 per session

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Enhanced Services - Inmate Fees				
Services Name	Frequency	Content Fee	Infrastructure Fee	Total Fee
Message Link	Per Message	\$0.25	\$0.00	\$0.25
Document Link	No Charge	\$0.00	\$0.00	\$0.00
Commissary Link	No Charge	\$0.00	\$0.00	\$0.00
Request Link	No Charge	\$0.00	\$0.00	\$0.00
Grievance Link	No Charge	\$0.00	\$0.00	\$0.00
Game Center	30 Days	\$4.99	\$1.00	\$5.99
Game Center	14 Days	\$2.99	\$0.75	\$3.74
Game Center	7 Days	\$1.99	\$0.50	\$2.49
Streaming Music	30 Days	\$8.99	\$16.00	\$24.99
Streaming Music	14 Days	\$5.99	\$9.00	\$14.99
Streaming Music	7 Days	\$2.99	\$5.00	\$7.99
eBooks	30 Days	\$2.99	\$1.00	\$3.99
eBooks	14 Days	\$1.99	\$0.75	\$2.74
eBooks	7 Days	\$0.99	\$0.50	\$1.49
Replacement Headphones	Per Unit	N/A	N/A	\$5.99
Replacement Chargers	Per Unit	N/A	N/A	\$7.99
Replacement Tablets (damaged by inmate willful act)	Per Unit	N/A	N/A	\$249.00

At the discretion of the State, tablets may be provided in bulk to each Living Unit within the Correctional Facilities at no cost to the inmate and/or State. The number of tablets in each Living Unit will be provided to 90% of the inmates housed in that Living Unit.

6.3 Vendor Support/Training:

Contractor has provided a complete description of its standard support offerings for end users and technical staff including; help desk, application and technical support. Contractor has provided a copy of the standard service level agreement covering these services if applicable. See Attachment G.

6.4 Documentation:

- Contractor will provide the State with all necessary documentation for the following systems:
- all information, data, descriptive materials, software source code annotations and documentation in accordance with such programming and coding documentation standards
- all approved specifications, service level descriptions and details, any and all descriptions and specifications of the requirements
- operational, functional and supervisory reference guides, manuals and all other information which is developed, prepared, used or otherwise available from Contractor
- all documentation will be sufficient to enable the State to understand, operate, use, access, support, maintain, update and modify the Solution.
- documentation will also include all standards applicable to the Solution.

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6.5 Hardware/Software

Under any categories of IT service, the Contract may include the acquisition of hardware and/or commercial off-the-shelf (COTS) software to support the project. All hardware/software purchases will be compatible with Statewide and applicable Agency/Department IT architecture policies and standards and be approved in accordance with State bulletins and statutes. If the Contractor proposes to provide hardware and software as part of this contract the State reserves the right to procure hardware and software from other sources when it is in the best interest of the State to do so.

6.6 Open Standards

- Contractor's Solution is fully functional using Open Standards.

6.7 Application and Database Architecture:**Software Licensing:**

Solution will include software to be licensed from the Contractor, Contractor will insert software licensing requirements and anticipate volume. Contractor will provide the licensing options available and will recommend the advantages of those various options.

6.8 Required Project Policies, Guidelines and Methodologies

The Contractor is required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. It is the responsibility of the Contractor to insure adherence and to remain abreast of new or revised Laws, regulations, policies, standards and guidelines affecting project execution. Agency specific confidentiality and privacy policies, such as Health Insurance Portability and Accountability Act (HIPAA) may apply. These may include, but are not limited to:

- *The State's Information Technology Policies & Procedures at:*
<http://dii.vermont.gov/policy>
- *The State's Record Management Best Practice at:*
<https://www.sec.state.vt.us/media/67305/RecordsManagementBestPractice.pdf>
- *The State Information Security Best Practice Guideline at:*
https://www.sec.state.vt.us/media/67284/InformationSecurityBestPractice_Eff20090501.pdf
- *The State Digital Imaging Guidelines at:*
<https://www.sec.state.vt.us/media/67287/ImagingGuideline2008.pdf>

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- *The State File Formats Best Practice at:*
https://www.sec.state.vt.us/media/67293/FileFormatsBestPractice_Eff20071201.pdf
- *The State File Formats Guideline at:*
<https://www.sec.state.vt.us/media/67290/FileFormatsGuideline2008.pdf>
- *The State Metadata Guideline at:*
<https://www.sec.state.vt.us/media/67296/MetadataGuideline2008.pdf>

6.9 Tuning and Measurement:

Contractor has provided a description of their Software Development Lifecycle, including details regarding development and testing environments.

6.10 Hosted System Requirements

- Contractor is required to agree to terms acceptable to the State regarding the confidentiality and security of State data. These terms may vary depending on the nature of the data to be stored by the Contractor. If applicable, the State may require compliance with State security standards, IRS requirements, HIPAA, HITECH and/or FISMA compliance and/or compliance with State law relating to the privacy of personally identifiable information, specifically Chapter 62 of the Vermont Statutes. Further, Contractor hosting the State system will be a “data collector” for purposes of State law and will be required to (i) comply with certain data breach notification requirements; and (ii) indemnify the State for any third party claims against the State which may occur as a result of any data breach.
- The Contractor agrees to host the State’s solution within the continental United States of America.
- The State reserves the right to periodically audit the Contractor (or subcontractor) application infrastructure to ensure physical and network infrastructure meets the configuration and security standards and adheres to relevant State policies governing the system.
- The State reserves the right to run non-intrusive network audits (basic port scans, etc.) randomly, without prior notice. More intrusive network and physical audits may be conducted on or off site with 24 hours’ notice.
- The Contractor will have a third party perform methodology-based (such as OSSTM) penetration testing quarterly and will report the results of that testing to the State.
- The Contractor agrees to cause an SSAE 16 SOC 2 Type 2 audit certification to be conducted annually. The audit results and the Contractor’s plan for addressing or resolution of the audit results shall be shared with the State.
- The Contractor agrees to terms acceptable to the State regarding system backup, disaster recovery planning and access to state data.

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- The Contractor agrees to disclose the hosting provider which shall be acceptable to the State for purposes of the data to be stored and will not change the hosting provider without the prior written consent of the State.
- The Contractor is required to guarantee the service level terms of any hosting provider.
- The Contractor agrees to apply service level credits for the failure to meet service level terms.

Application Security Standards - The Contractor has reviewed the application and does certify it meets the following:

- Identify the key risks to the important assets and functions provided by the application and conduct an analysis of the Top 25 software errors (<http://cwe.mitre.org/top25>), or most common programming errors, and document in writing that they have been mitigated.
- Ensure all application code and any new development meets or exceeds the OWASP Application Development Security Standards outlined on the www.OWASP.org site (currently [https://www.owasp.org/images/4/4c/OWASP ASVS 2009 Web App Std Release.pdf](https://www.owasp.org/images/4/4c/OWASP_ASVS_2009_Web_App_Std_Release.pdf)) and has documented in writing that they have been met.

6.11. State-Caused Delays. Contractor acknowledges that the State may not be able to meet the time frames specified in an IMS or that the State may determine that it is necessary to delay and/or modify the timing and sequencing of the implementation as provided in the IMS. While the State is committed to the project and shall use reasonable efforts to provide staff and resources necessary to satisfy all such time frames, the State shall not be held responsible or deemed in default for any delays in Solution implementation provided the State uses its reasonable efforts to accomplish its designated responsibilities and obligations as set forth in the IMS. In addition, the State may, at its option, delay implementation and installation of the Solution, or any part thereof. Notwithstanding any provision to the contrary, if the State Significantly Delays implementation of the Solution, either party may make a Change Request in accordance with Section 8, "Change Order Process," and, if required, an amendment to this Contract. Contractor agrees to adjust the IMS and Payment Milestones deadlines to take into account any State-caused delays; provided, however, that Contractor shall continue to perform any and all activities not affected by such State-caused delay. In the event the State's adjustment to the IMS causes Contractor scheduling conflicts or personnel unavailability, the State and Contractor shall prepare a revised mutually agreeable IMS which may delay the commencement and completion dates of the project and shall take into consideration the readjusted time frames and any necessary resequencing of the activities. Such readjustment, rescheduling or modification of the Project shall be at no additional cost to the State if the delays are less than or equal to thirty (30) days.

For purposes of this Section, a "Significant Delay" shall mean any delay that in itself will cause a slippage of thirty (30) calendar days or more in a Go Live date.

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

7. ACCEPTANCE

7.1. **Acceptance Testing by the State Following Implementation.** After Contractor provides written notice to the State that it has completed a Phase of the Solution, the State shall, in accordance with the Formal Acceptance Criteria agreed by the parties, and with full cooperation and assistance from Contractor, conduct all such inspections and tests of the Phase as the State may deem necessary or appropriate to determine whether any Defects exist in the Phase as implemented and whether the Phase as installed materially complies with all of the Installation Test Specifications and Phase specifications as set forth in the Requirements and detailed IMS. Such inspections and tests shall be over a duration mutually agreed upon by the State and Contractor, per Phase, from the date a notice of completion is issued (the "Acceptance Period"). Contractor shall correct all Defects during the Acceptance Period, demonstrate to the State that correction of such Defects has been made, and after so demonstrating correction, shall issue to the State a written Certificate of Completion indicating that no Defects are known to exist in the Phase and/or Solution. The State shall be deemed to have accepted and approved the particular Phase or Solution only upon the State's delivery to Contractor of a signed, written Certificate of Acceptance indicating that the Phase or the Solution, as the case may be, as completed, materially performs in accordance with the Requirements.

If at the end of the Acceptance Period, the State has not issued a signed Certificate of Acceptance to Contractor for that Phase or the Solution, the State may, in its sole discretion, extend the Acceptance Period; provided, however, that the State shall respond within five (5) business days of a written request by Contractor issued after the end of the original Acceptance Period to provide Contractor with the State's status of approval or disapproval for that Phase or the Solution. Any rejection must be in writing and specify the reason for the rejection and must be based upon the continued existence of a Defect in the Phase or Solution or failure of the Phase or Solution to materially perform in accordance with the Requirements. The Certificate of Acceptance shall not be unreasonably withheld by the State. If a Certificate of Acceptance for a Phase or the Solution is signed and delivered by the State, Contractor shall sign said Certificate, with both parties receiving a copy thereof.

8. THIRD PARTY COOPERATION

The State may hire other independent contractors as it may require to assist with the project. Contractor will cooperate with the State and the third party, including provision of: (i) written Documentation requested by the State; (ii) commercially reasonable assistance and support services to such third party; and (iii) reasonable access to Contractor as necessary for such third parties to perform their work. The State shall use reasonable efforts to require such third parties to comply with Contractor's reasonable requirements regarding confidentiality, operations, standards, and security. Contractor shall support and maintain such third party work product, provided the service provider complies with any Documentation applicable to Contractor in respect of the Services involved.

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

9. CHANGE ORDER PROCESS

Any change to this Contract that alters one or more aspects of the project scope, schedule, deliverables, or cost, may require a formal Change Request and/or Contract amendment. While such changes may typically incur additional costs and possible delays relative to the IMS, some changes may result in less cost to the State (i.e.; the State decides we no longer need a deliverable in whole or part) or less effort on the part of the Contractor. The change order must define the effort involved in implementing the change, the total cost or associated savings to the State, of implementing the change, and the effect, if any, of implementing the change on the IMS.

Change Orders will be developed jointly and every effort will be made to adhere to the IMS. The Project Manager for the State and the Project Manager for Contractor will decide whether a formal Change Request is necessary. If a formal Change Request is necessary, the Project Manager for requesting party will prepare a Change Request in a form acceptable to the State detailing the impacts on scope, schedule, deliverables, resources, and cost. Once completed, the Change Request will be submitted to the non-requesting party for review. The non-requesting party will make its best efforts to either approve or deny the Change Request in writing within ten (10) business days. In no event shall any delay in the approval or denial of a Change Request constitute a deemed approval by the State. Approved Change Orders shall be executed for the State by the Commissioner and for the Contractor by an authorized signatory. Changes which require a material modification to project scope or deliverables, increases to the Contract Maximum Amount, an extension of the term or modifications to Attachment C or Attachment D shall require a Contract amendment. All Change Orders shall be consolidated into a Contract amendment any time a Contract amendment would otherwise be required hereunder.

10. PRISON RAPE ELIMINATION ACT (PREA)

Contractor will comply with the Prison Rape Elimination Act of 2003 (28 C.F.R. Part 115, Docket No. OAG-131, R1N1005-AB34- Dated May 17, 2012), and with all applicable PREA Standards, VTDOC Policies and Directives related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within VTDOC. Contractor acknowledges that, in addition to "self-monitoring requirements" VT State staff will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and VTDOC Directives and Policies may result in termination of the contract.

Link to the Final PREA Standards:

<http://www.prearesourcecenter.org/library/488/standards/departement-of-justice-national-prea-standards>

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**ATTACHMENT B
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. A certificate of insurance must be submitted prior to commencement of work and release of payments (Attachment C, Section 7). 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 and State agree to the following payment provisions:

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 commission of \$0.025 per minute 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 the close of the previous month.

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 the State, with an eye toward reducing service/product rates/prices as well as commission rates.

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

Performance Measures

Should the escalation plan as provided by the Contractor's Service Level Plan - Attachment G, not be followed explicitly, other than for reasons beyond Contractor's control, Contractor will 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 will be calculated by the State and the State will advise the Contractor of all commissions due. Contractor will 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.

Failure to report disruptions in online depositing to the State's contract manager as well as failure to escalate helpdesk issues as outlined in Service Level Plan - Attachment G will result in a credit of \$100 per day payable to the State.

Payment terms shall be Net 30.

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.

3. Contractor shall submit all invoices to:

AHS/Dept. of Corrections
Business Office
280 State Drive, NOB 2 South
Waterbury, VT 05671-2000

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016**

1. 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. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. 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.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

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: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall

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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. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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 in connection with the performance of this Agreement.

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 or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

8. 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. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, 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

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

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 \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

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12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

- A. 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.

- B. Internal Controls:** In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

- C. Mandatory Disclosures:** In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

13. 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.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices,

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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.

15. 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.

16. 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.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only 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.

19. 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 shall be responsible and liable to the State for all acts or omissions of subcontractors and any

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other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

20. 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.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. 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>

23. 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.

24. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

25. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

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26. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

27. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- A. Non-Appropriation:** 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.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

29. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

30. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

31. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and

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use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

32. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(End of Standard Provisions)

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

ATTACHMENT D

INFORMATION TECHNOLOGY SYSTEM IMPLEMENTATION
TERMS AND CONDITIONS (JULY 1, 2016)**1. MODIFICATIONS TO CONTRACTOR DOCUMENTS**

The parties specifically agree that the Contractor Documents are hereby modified and superseded by Attachment C and this Attachment D.

“Contractor Documents” shall mean one or more document, agreement or other instrument required by Contractor in connection with the performance of the products and services being purchased by the State, regardless of format, including the license agreement, end user license agreement or similar document, any hyperlinks to documents contained in the Contractor Documents, agreement or other instrument and any other paper or “shrinkwrap,” “clickwrap,” “browsewrap” or other electronic version thereof.

- 2. NO SUBSEQUENT, UNILATERAL MODIFICATION OF TERMS BY CONTRACTOR.** Notwithstanding any other provision or other unilateral license terms which may be issued by Contractor during the Term of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for the products and services being purchased by the State, as applicable, the components of which are licensed under the Contractor Documents, or the fact that such other agreement may be affixed to or accompany the products and services being purchased by the State, as applicable, upon delivery, the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

3. TERM OF CONTRACTOR’S DOCUMENTS; PAYMENT TERMS

Contractor acknowledges and agrees that, to the extent a Contractor Document provides for alternate term or termination provisions, including automatic renewals, such sections shall be waived and shall have no force and effect. All Contractor Documents shall run concurrently with the term of this Contract; provided, however, to the extent the State has purchased a perpetual license to use the Contractor’s software, hardware or other services, such license shall remain in place unless expressly terminated in accordance with the terms of this Contract. Contractor acknowledges and agrees that, to the extent a Contractor Document provides for payment terms which differ from the payment terms set forth in Attachment B, such sections shall be waived and shall have no force and effect and the terms in Attachment B shall govern.

4. OWNERSHIP AND LICENSE IN DELIVERABLES

4.1 Contractor Intellectual Property. Contractor shall retain all right, title and interest in and to any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements and any other intellectual property, tangible or intangible, that has been created by Contractor prior to entering into this Contract (“Contractor Intellectual Property”). Should the State require a license for the use of

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Contractor Intellectual Property in connection with the development or use of the items that Contractor is required to deliver to the State under this Contract, including Work Product ("Deliverables"), the Contractor shall grant the State a royalty-free license for such development and use. For the avoidance of doubt, Work Product shall not be deemed to include Contractor Intellectual Property, provided the State shall be granted an irrevocable, perpetual, non-exclusive royalty-free license to use any such Contractor Intellectual Property that is incorporated into Work Product.

- 4.2 State Intellectual Property.** The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, "State Intellectual Property").

Contractor may not use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

- 4.3 Work Product.** All Work Product shall belong exclusively to the State, with the State having the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in the State by operation of law or otherwise as contemplated hereunder, Contractor shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to the State all right, title and interest therein.

"Work Product" means any tangible or intangible ideas, inventions, improvements, modifications, discoveries, development, customization, configuration, methodologies or processes, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, work of authorship, specifications, operating instructions, procedures manuals or other documentation, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection), that is specifically made, conceived,

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discovered or reduced to practice by Contractor, either solely or jointly with others, pursuant to this Contract. Work Product does not include Contractor Intellectual Property or third party intellectual property.

To the extent delivered under this Contract, upon full payment to Contractor in accordance with Attachment B, and subject to the terms and conditions contained herein, Contractor hereby (i) assigns to State all rights in and to all Deliverables, except to the extent they include any Contractor Intellectual Property; and (ii) grants to State a perpetual, non-exclusive, irrevocable, royalty-free license to use for State's internal business purposes, any Contractor Intellectual Property included in the Deliverables in connection with its use of the Deliverables and, subject to the State's obligations with respect to Confidential Information, authorize others to do the same on the State's behalf. Except for the foregoing license grant, Contractor or its licensors retain all rights in and to all Contractor Intellectual Property.

The Contractor shall not sell or copyright a Deliverable 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 Intellectual Property or Contractor Intellectual Property developed outside of this Contract with no assistance from State.

4.1 Contractor Intellectual Property.

As between the parties, and subject to the terms and conditions of this Contract, Contractor and its third-party suppliers will retain ownership of all intellectual property rights in the Inmate Commissary, Telephone, Accounting System, Video Visitation and Technological Kiosk Solution ("The Solution"), and any and all derivative works made to The Solution or any part thereof, as well as all Work Product provided to the State ("**Contractor Proprietary Technology**"). The State acquires no rights to Contractor Proprietary Technology except for the licensed interests granted under this Contract. The term "**Work Product**" means all other materials, reports, manuals, visual aids, documentation, ideas, concepts, techniques, inventions, processes, or works of authorship developed, provided or created by Contractor or its employees or contractors during the course of performing work for the State (excluding any State Data or derivative works thereof and excluding any output from The Solution generated by the State's use of The Solution, including without limitation, reports, graphs, charts and modified State Data, but expressly including any form templates of such reports, graphs or charts by themselves that do not include the State Data).

Title, ownership rights, and all Intellectual Property Rights in and to The Solution will remain the sole property of Contractor or its suppliers. The State acknowledges that the source code is not covered by any license hereunder and will not be provided by Contractor. Except as set forth in this Contract, no right or implied license or right of any

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kind is granted to the State regarding The Solution or any part thereof. Nothing in this Contract confers upon either party any right to use the other party's trade names and trademarks, except for permitted license use in accordance with this Contract. All use of such marks by either party will inure to the benefit of the owner of such marks, use of which will be subject to specifications controlled by the owner.

4.2 State Intellectual Property; User Name

The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, "State Intellectual Property").

Contractor may not collect, access or use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

5. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

5.1 For purposes of this Contract, confidential information will not include information or material which (a) enters the public domain (other than as a result of a breach of this Contract); (b) was in the receiving party's possession prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without the use of confidential information; (d) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party; or (e) is not exempt from disclosure under applicable State law.

5.2 **Confidentiality of Contractor Information.** The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the

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Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production. Contractor shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information if a final decision of a court of competent jurisdiction determines that the State improperly withheld such information and that the improper withholding was based on Contractor's attempts to prevent public disclosure of Contractor's information.

The State agrees that (a) it will use the Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

5.3 Confidentiality of State Information. In performance of this Contract, and any exhibit or schedule hereunder, the Contractor acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("State Data").

State Data shall not be stored, accessed from, or transferred to any location outside the United States.

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Unless otherwise instructed by the State, Contractor agrees to keep confidential all State Data. The Contractor agrees that (a) it will use the State Data only as may be necessary in the course of performing duties or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information; (c) it will not publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form orally or in writing to any third party unless it has received written approval from the State and that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the State's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor's possession to only those employees on its staff who must have the information on a "need to know" basis. The Contractor shall not retain any State Data except to the extent required to perform the services under this Contract.

Contractor shall not access State user accounts or State Data, except in the course of data center operations, response to service or technical issues, as required by the express terms of this Contract, or at State's written request.

Contractor may not share State Data with its parent company or other affiliate without State's express written consent.

The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order.

6. SECURITY OF STATE INFORMATION.

6.1 **Security Standards.** To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* (version 4 or higher) and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all

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State Data which shall include, but not be limited to, encryption at rest and multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

6.2 Security Breach Notice and Reporting. The Contractor shall have policies and procedures in place for the effective management of Security Breaches, as defined below, which shall be made available to the State upon request.

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of any actual security breach or reasonable belief of an actual security breach the Contractor either suffers or learns of that either compromises or could compromise State Data (a "Security Breach"), the Contractor shall notify the State within 24 hours of its discovery. Contractor shall immediately determine the nature and extent of the Security Breach, contain the incident by stopping the unauthorized practice, recover records, shut down the system that was breached, revoke access and/or correct weaknesses in physical security. Contractor shall report to the State: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State. Contractor shall analyze and document the incident and provide all notices required by applicable law.

In accordance with Section 9 V.S.A. §2435(b)(3), the Contractor shall notify the Office of the Attorney General, or, if applicable, Vermont Department of Financial Regulation ("DFR"), within fourteen (14) business days of the Contractor's discovery of the Security Breach. The notice shall provide a preliminary description of the breach. The foregoing notice requirement shall be included in the subcontracts of any of Contractor's subcontractors, affiliates or agents which may be "data collectors" hereunder.

The Contractor agrees to fully cooperate with the State and assume responsibility at its own expense for the following, to be determined in the sole discretion of the State: (i) notice to affected consumers if the State determines it to be appropriate under the circumstances of any particular Security Breach, in a form recommended by the AGO; and (ii) investigation and remediation associated with a Security Breach, including but not limited to, outside investigation, forensics, counsel, crisis management and credit monitoring, in the sole determination of the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all applicable State and federal laws, rules or regulations) that require

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notification in the event of unauthorized release of personally-identifiable information or other event requiring notification.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any costs, loss or damage to the State resulting from a Security Breach or the unauthorized disclosure of State Data by the Contractor, its officers, agents, employees, and subcontractors.

- 6.3 Security Policies.** To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure, and will have provided a copy of such policy to the State. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.
- 6.4 Operations Security.** To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor shall cause an SSAE 16 SOC 2 Type 2 audit report to be conducted annually. The audit results and the Contractor's plan for addressing or resolution of the audit results shall be shared with the State within sixty (60) days of the Contractor's receipt of the audit results. Further, on an annual basis, within 90 days of the end of the Contractor's fiscal year, the Contractor shall transmit its annual audited financial statements to the State.
- 7. Redundant Back-Up:** The Contractor shall maintain a fully redundant backup data center geographically separated from its main data center that maintains near realtime replication of data from the main data center. The Contractor's back-up policies shall be made available to the State upon request. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

8. VULNERABILITY TESTING

The Contractor shall run quarterly vulnerability assessments and promptly report results to the State. Contractor shall remediate all critical issues within 90 days, all medium issues within 120 days and low issues within 180 days. Contractor shall obtain written State approval for any exceptions. Once remediation is complete, Contractor shall re-perform the test.

9. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

- 9.1 General Representations and Warranties.** The Contractor represents, warrants and covenants that:

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- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no outstanding litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the Deliverables as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product; and (c) none of the Deliverables or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.
- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (vi) Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

9.2 Contractor's Performance Warranties. Contractor represents and warrants to the State that:

- (i) All Deliverables will be free from material errors and shall perform in accordance with the specifications therefor for a period of at least one year.
- (ii) Contractor will provide to the State commercially reasonable continuous and uninterrupted access to the Service, and will not interfere with the State's access to and use of the Service during the term of this Contract;
- (iii) The Service is compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its documentation;
- (iv) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.
- (v) All Deliverables supplied by the Contractor to the State shall be transferred free and clear of any and all restrictions on the conditions of transfer, modification, licensing, sublicensing and free and clear of any and all lines, claims, mortgages, security interests, liabilities and encumbrances or any kind.

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- (vi) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.
- (vii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

9.3 Limitation on Disclaimer. The express warranties set forth in this Contract shall be in lieu of all other warranties, express or implied.

9.4 Effect of Breach of Warranty. If, at any time during the term of this Contract, software or the results of Contractor's work fail to perform according to any warranty of Contractor under this Contract, the State shall promptly notify Contractor in writing of such alleged nonconformance, and Contractor shall, at its own expense and without limiting any other rights or remedies of the State hereunder, re-perform or replace any services that the State has determined to be unsatisfactory in its reasonable discretion. Alternatively, with State consent, the Contractor may refund of all amounts paid by State for the nonconforming deliverable or service

10. PROFESSIONAL LIABILITY AND CYBER LIABILITY INSURANCE COVERAGE

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain (a) Technology Professional Liability insurance for any and all services performed under this Contract, with minimum third party coverage of \$1M per claim, \$2M aggregate; and (b) first party Breach Notification Coverage of not less than \$500,000.

Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the foregoing minimum coverages are in effect.

With respect to the first party Breach Notification Coverage, Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Contract.

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11. TRADE SECRET, PATENT AND COPYRIGHT INFRINGEMENT

The State shall not be deemed to waive any of its rights or remedies at law or in equity in the event of Contractor's trade secret, patent and/or copyright infringement.

12. CONTINUITY OF PERFORMANCE

In the event of a dispute between the Contractor and the State, each party will continue to perform its obligations under this Contract during the resolution of such dispute unless and until this Contract is terminated in accordance with its terms.

13. REMEDIES FOR DEFAULT; NO WAIVER OF REMEDIES

In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Contract shall impair any such right, power or remedy, or shall be construed as a waiver of any such right, power or remedy, nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

14. NO ASSUMPTION OF COSTS

Any requirement that the State defend or indemnify Contractor or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or license verification costs of Contractor, is hereby deleted from the Contractor Documents.

15. TERMINATION

Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to the State all State information, State Intellectual Property or State Data (including without limitation any Deliverables for which State has made payment in whole or in part) ("State Materials"), that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such State property is expressed or embodied at that time.

In the event the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, the Contractor shall immediately return all State Materials to State control; including, but not limited to, making all necessary access to applicable remote systems available to the State for purposes of downloading all State Materials.

Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State

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Materials are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting the State Materials, in a format usable without the use of the Services and as agreed to by State, at no additional cost.

Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

If the State determines in its sole discretion that a documented transition plan is necessary, then no later than sixty (60) days prior to termination, Contractor and the State shall mutually prepare a Transition Plan identifying transition services to be provided.

16. ACCESS TO STATE DATA:

The State may import or export State Materials in part or in whole at its sole discretion at any time (24 hours a day, seven (7) days a week, 365 days a year), during the term of this Contract or for up to [three (3) months] after the Term (so long as the State Materials remain in the Contractor's possession) without interference from the Contractor in a format usable without the Service and in an agreed-upon file format and medium at no additional cost to the State.

The Contractor must allow the State access to information such as system logs and latency statistics that affect its State Materials and or processes.

The Contractor's policies regarding the retrieval of data upon the termination of services have been made available to the State upon execution of this Contract under separate cover. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

17. AUDIT RIGHTS

Contractor will maintain and cause its permitted contractors to maintain a complete audit trail of all transactions and activities, financial and non-financial, in connection with this Contract. Contractor will provide to the State, its internal or external auditors, clients, inspectors, regulators and other designated representatives, at reasonable times (and in the case of State or federal regulators, at any time required by such regulators) access to Contractor personnel and to any and all Contractor facilities or where the required information, data and records are maintained, for the purpose of performing audits and inspections (including unannounced and random audits) of Contractor and/or Contractor personnel and/or any or all of the records, data and information applicable to this Contract.

At a minimum, such audits, inspections and access shall be conducted to the extent permitted or required by any laws applicable to the State or Contractor (or such higher or more rigorous standards, if any, as State or Contractor applies to its own similar businesses, operations or activities), to (i) verify the accuracy of charges and invoices; (ii) verify the integrity of State Data and examine the systems that process, store, maintain, support and transmit that data; (iii) examine and verify Contractor's and/or its permitted contractors' operations and security

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procedures and controls; (iv) examine and verify Contractor's and/or its permitted contractors' disaster recovery planning and testing, business resumption and continuity planning and testing, contingency arrangements and insurance coverage; and (v) examine Contractor's and/or its permitted contractors' performance of the Services including audits of: (1) practices and procedures; (2) systems, communications and information technology; (3) general controls and physical and data/information security practices and procedures; (4) quality initiatives and quality assurance, (5) contingency and continuity planning, disaster recovery and back-up procedures for processes, resources and data; (6) Contractor's and/or its permitted contractors' efficiency and costs in performing Services; (7) compliance with the terms of this Contract and applicable laws, and (9) any other matters reasonably requested by the State. Contractor shall provide and cause its permitted contractors to provide full cooperation to such auditors, inspectors, regulators and representatives in connection with audit functions and with regard to examinations by regulatory authorities, including the installation and operation of audit software.

18. DESTRUCTION OF STATE DATA

At any time during the term of this Contract within (i) thirty days of the State's written request or (ii) [three (3) months] of termination or expiration of this Contract for any reason, and in any event after the State has had an opportunity to export and recover the State Materials, Contractor shall at its own expense securely destroy and erase from all systems it directly or indirectly uses or controls all tangible or intangible forms of the State Materials, in whole or in part, and all copies thereof except such records as are required by law. The destruction of State Data and State Intellectual Property shall be performed according to National Institute of Standards and Technology (NIST) approved methods. Contractor shall certify in writing via a Certificate of Destruction to the State that such State Data has been disposed of securely. To the extent that any applicable law prevents Contractor from destroying or erasing State Materials as set forth herein, Contractor shall retain, in its then current state, all such State Materials then within its right of control or possession in accordance with the confidentiality, security and other requirements of this Contract, and perform its obligations under this section as soon as such law no longer prevents it from doing so.

Further, upon the relocation of State Data, Contractor shall securely dispose of such copies from the former data location and certify in writing to the State that such State Data has been disposed of securely. Contractor shall comply with all reasonable directions provided by the State with respect to the disposal of State Data.

19. CONTRACTOR BANKRUPTCY.

Contractor acknowledges that if Contractor, as a debtor in possession, or a trustee in bankruptcy in a case under Section 365(n) of Title 11, United States Code (the "Bankruptcy Code"), rejects this Contract, the State may elect to retain its rights under this Contract as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the State to Contractor or the Bankruptcy Trustee, Contractor or such Bankruptcy Trustee shall not interfere with the rights of the State as provided in this Contract, including the right to obtain the State Intellectual Property.

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20. SOFTWARE LICENSEE COMPLIANCE REPORT.

In lieu of any requirement that may be in a Contractor Document that the State provide the Contractor with access to its System for the purpose of determining State compliance with the terms of the Contractor Document, upon request and not more frequently than annually, the State will provide Contractor with a certified report concerning the State's use of any software licensed for State use pursuant this Contract. The parties agree that any non-compliance indicated by the report shall not constitute infringement of the licensor's intellectual property rights, and that settlement payment mutually agreeable to the parties shall be the exclusive remedy for any such non-compliance.

21. IRS TERMS IF FEDERAL TAX INFO WILL BE PROCESSED OR STORED (Per IRS Publication 1075)

In addition to any other security standard or requirements set forth in this Contract, the Contractor agrees as follows:

A. PERFORMANCE

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by its employees with the following requirements:

1. All work will be done under the supervision of the Contractor or the Contractor's employees.
2. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
3. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
4. The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
5. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the State or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the State or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.
6. All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

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7. No work involving Federal tax information furnished under this Contract will be subcontracted without prior written approval of the IRS.
8. The Contractor will maintain a list of employees authorized access. Such list will be provided to the State and, upon request, to the IRS reviewing office.
9. The State will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

B. CRIMINAL/CIVIL SANCTIONS:

1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
3. Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to State records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

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C. INSPECTION:

The IRS and the State shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

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**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 Global*Tel Link Corporation (“Business Associate”) as of April 15, 2017 (“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.

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“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

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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.

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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).

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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

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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 18.8.

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.

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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.

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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.

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ATTACHMENT F

AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS

- i. **Definitions:** For purposes of this Attachment F, the term "Agreement" shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term "Party" when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term "Party" shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term "Party" as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term "Party" shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.
- ii. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
- iii. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver*):

Inspection and Retention of Records: In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

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Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

Medicaid Notification of Termination Requirements: Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

Encounter Data: Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: Party shall 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) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

- iv. **Workplace Violence Prevention and Crisis Response** (*applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services*):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

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Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

v. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from 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, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall 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 as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), 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 of Vermont and/or federal funds.

Party further shall 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, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

vi. **Employees and Independent Contractors:**

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as "employees" and "independent contractors" for all purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of "workers" and "independent contractors" relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

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vii. **Data Protection and Privacy:**

Protected Health Information: Party 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 Agreement. Party 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: Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

Protection of Personal Information: Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual's identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place of birth, mother's maiden name, etc.

Other Confidential Consumer Information: Party agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

Data Breaches: Party shall report to AHS, through its Chief Information Officer (CIO), any impermissible use or disclosure that compromises the security, confidentiality or privacy of any form of protected personal information identified above within 24 hours of the discovery of the breach. Party shall in addition comply with any other data breach notification requirements required under federal or state law.

viii. **Abuse and Neglect of Children and Vulnerable Adults:**

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact through (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child

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Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) 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: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party 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.

ix. **Information Technology Systems:**

Computing and Communication: Party 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 Party as part of this agreement. Options include, but are not limited to:

1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party'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.

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 Party (or

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

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

If Party is operating a system or application on behalf of the State of Vermont, Party 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 Party's materials.

Party acknowledges and agrees that should this agreement be in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, Party is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. Such agreement will be subject to, and incorporates here by reference, 45 CFR 74.36, 45 CFR 92.34 and 45 CFR 95.617 governing rights to intangible property.

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

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party 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. Party 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, Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

Party, in the event of a data breach, shall comply with the terms of Section 6 above.

x. **Other Provisions:**

Environmental Tobacco Smoke. Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child

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care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal 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. The federal Pro-Children Act of 1994, however, does not apply to 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.

2-1-1 Database: If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The "Inclusion/Exclusion" policy can be found at www.vermont211.org.

Voter Registration: When designated by the Secretary of State, Party 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.

Drug Free Workplace Act: Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

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.

AHS ATT. F 12.31.16

GTL's ICMv system will continue to provide the State with our automated accounting services that will continue to meet the business and accounting needs of the State. GTL Technical Support is available **24 hours a day, 365 days a year**. GTL will continue to support its own software. GTL's **first response** to a call can usually be measured in minutes, not hours. The first step toward problem resolution is an assessment of the problem through an interview with the caller and, if appropriate, an **on-the-spot log-in** to the site's GTL installed system. Frequently, user-problems are resolved during the initial phone call. Whether solved immediately or through further steps, every system-related call is recorded and tracked in our electronic Technical Support Trouble Ticket Management program.

24 Hours/Day, 7 Days/Week, 365 Days/Year Technical Support

GTL's toll-free number (800-646-6283) is manned 24 hours per day, 365 days per year by a GTL representative. Once a problem has been reported to GTL, Technical Services personnel create a trouble ticket and begin remote diagnostics. If the problem cannot be fixed remotely, Technical Services arranges for a Technician to go to the facility to make the repair.

When the DOC required a replacement to its inmate accounting solution in 2011, it turned to Keefe's Inmate Accounting platform. Keefe completed a number of enhancements to KeepTrak™ technology in relation to the contract with DOC, including distributed check printing capabilities, a Citrix virtualized application environment and a new family member web site for funding and additional commissary fulfillment options. Keefe's Technical Support teams worked with the successful phone provider to create a hosted server environment accessible throughout DOC offices. Keefe's support teams will continue to be available 24/7/365 in support of the banking, commissary and family site technologies it provides.

During the 2014 calendar year Keefe introduced a successor to its KeepTrak™ Inmate Accounting platform. The new cloud version of KeepTrak™ includes the richness of its predecessor and the lightness of native browser functions. The check printing and reporting capabilities exceed the prior version. The cloud version emerged from pilot phase late in 2015 and is now available to Keefe's customers for upgrade evaluation. We believe that DOC will benefit from consideration of this powerful and elegant version of the KeepTrak™ Inmate Accounting platform. Conversion from the prior version maintains continuity with DOC requirements, including an archive document library for retention of prior inmate account details and enhanced check printing and check queue management beyond the capabilities currently available in the Citrix KeepTrak alternative.

Please review **KeepTrak Cloud Banking** for an overview of the new platform.

Technical Services Support

Keefe Commissary Network staffs a centralized Technical Services support center including Help Desk, Configuration, Installation and Training Services. The entire staff is located at the Keefe Group corporate office in St. Louis, Missouri.

Help Desk Support Team – Contact Services and Escalation Services

- 30 Total Staff – 3 managers, 27 support, average 4 years' experience
- 2015 Stats – Average 3,000 cases per month, 99.01% customer satisfaction

Contact Services

Contact Services is the first line of contact for service requests via phone or e-mail. All customer support cases are documented in Microsoft CRM. History is available to all field sales staff and regional management on a real time basis. Examples of first line support services:

- Resolution of communications errors
- Analysis of hardware errors and replacement of defective hardware
- Standard end-user training
- Order Tracking, Order Processing, Pricing Updates

Telephone

Phone requests are routed through CISCO Call Manger on a 24/7/365 basis – phone requests are placed by dialing 800-864-5986. Phone services are available during business hours, defined as 8 AM – 5 PM Monday through Friday. During business hours, inbound calls are answered by an administrative attendant. The administrative attendant determines whether the call is related to marketing, accounting, or technical services. If the call is technical in nature, the attendant can route the call either to the direct extension of an individual technician or to the call-queue for the first available technician. Calls queued for the first available technician can travel through four staff levels, with an increasing cumulative number of extensions accessed throughout wait-time. If a queued call is not answered within five minutes, the call is routed to a voice mail extension which records a message from the caller and automatically begins paging a group of six escalation phone numbers. Calls directed to an individual technician are subject to the current availability of that technician at the time the call is transferred. Any inbound call outside of business hours can access technical support by choosing option 7 on a touchtone phone. When option 7 is selected, the call routing routine first checks for available staffed extensions. If none are available the call is routed to a voice mail which automatically begins paging a group of six escalation extensions. On-call staff is equipped with notebook computer systems integrated with wireless internet access and VPN access to the KCN Corporate Service Center.

E-Mails

E-mail requests are monitored during business hours by a designated Service Center administrator. The Solutions Center administrator screens e-mail either for immediate response or for escalation as a service event. If escalated to a service event, the Service Center Administrator opens a CRM Case and either assigns the case to a technician or adds the case to the service ticket queue.

Location

Contact Services staff is located at the KCN Service Center Corporate Office in St. Louis MO Monday through Friday 7 AM – 8 PM EST. On-Call Staff are located off premises Monday through Friday 6 PM – 9 AM, Saturday and Sunday 24 hours per day and Monday morning 1

PM – 9 AM. On-Call staff is located at the KCN Service Center Office in St. Louis MO Monday through Friday 9 AM – 6 PM.

Escalation Services

Escalation Services is the delivery of complex helpdesk service requirements. Contact Services escalate more complex service requirements to a higher level of complexity and urgency. Some examples of complex service requirements are:

- **Recovery of failed hard drive and / or data recovery**
- **Re-configuration of standard software features including**
- **Accounting profiles**
- **Commissary restrictions**
- **Integration settings**
- **Communications setup**
- **Bank, check and cash management features.**
- **Receipt settings**
- **Standard installations and upgrades.**
- **Analysis and reporting of software errors**
- **Specialized end-user training**
- **Standard Software Upgrades**

Project Services Team

- **Implementation and Upgrade**
- **20 Total Staff – 2 managers, 18 support, average 5 years' experience**
- **2015 Stats – 37 new customer implementations and 100+ customer upgrades**
- **Accounting Analysts**
- **7 Total Staff – 1 managers, 6 analysts, average 6 years' experience**
- **2015 Stats – handle 25-40 cases per month**
- **Technical Writing & Training**
- **2 Total Staff – Training and Development Staff, average 2 years' experience**

Project Services Support Activities

Project services is the planning and implementation of software, hardware and network deployments at customer sites. Typically, this includes new account, first time installation of hardware and software. Project technicians receive and review approved system quote and new KCN account information documents. They contact account manager on any questions or inquiries regarding the account setup to ensure regional and facility expectations are met.

Hardware and equipment needed for the installation on site is purchased. The Project technician creates a KCN transition document – this document may vary depending on the complexity of the new account. The document will be a working plan between Keefe and the facility. It will include some of the following topics that the project technician will gather from the key contacts at the facility:

Computer layout at the facility – how many computers will Keefe provide, how many computers will the jail supply that the Keefe software will be installed on. Jail computers – what windows operating system, size of hard drive, RAM, etc. The facility network infrastructure is assessed:

- **Server(s) – model, configuration details**

- Remote access – which enables KCN help desk technicians assist with customer questions, inquiries, problems
- Backup method
- Data conversion
- Integration details – contacts, file specifications, etc.
- Special features / services requested – positive pay, paid check, debt write off, merge resident,
- Kiosks, On-line deposits, special order entry methods, prepaid sales, etc.
- Officer roster – list of officers, officer duties, groups
- General ledger accounts and associated GL account events
- Number of used cash drawers
- Facility's current everyday business flow / operations
- Resident account events
- Recoverable charges – priority and recovery percentage
- Order forms – commissary restrictions
- Bank account
- Check printing / layout
- Software / system reports
- Training – room / structure / end user schedule / end user manuals

When the equipment is received in the KCN office, the project technician will build and configure the hardware to meet the requests of the facility. Final configuration and setup of account management, officer management, inmate banking module, commissary module, reports, etc. Final configuration, setup and testing of all integrated systems (booking, fund, sale integrations) in the KCN Corp. office prior to onsite implementation. Prepare for onsite end user training (manuals, tip sheets, user scheduling, training computers, training classroom) Project technician on site visit for hardware installation, end user training and implementation of Keefe software applications.

Repairs and ongoing maintenance

Once the onsite visit has been completed, the project technician will follow up with the customer to ensure satisfaction and open items have been resolved – all detailed information is then documented in CRM. Current account – complex upgrade of hardware and/or software – for example, a new feature which involves changes to business processes, server and/or workstation operating system or database level, network topology, etc.

- Review of new features / equipment required for upgrade
- Receipt of signed authorization to proceed with equipment / software changes
- Testing of new features / hardware required for upgrade
- Development of transition plan
- Preparation for additional on-site training if required for the upgrade

Keefe Technical Service Policies are as follows:

Help Desk Ticketing

To better serve our customers, Keefe Group Technical Services has instituted a Service Level Management approach to Help Desk ticketing. The goals of this approach are an improved line of communication with our customers and to provide superior customer service in meeting your expectations. All tickets logged are categorized using the following levels:

Level 1 – URGENT

Issues compromising or preventing a facility from performing daily job functions related to commissary and/or inmate banking. Urgent issues are top priority and assigned out accordingly. The assigned technician is responsible for replying to the customer within an hour of receiving the case and will work until the urgent issue has been resolved. Follow up items stemming from the urgent issue will be handled as standard priority through resolution.
Examples: issues related to sending/ordering commissary; facility integration not creating/updating inmate accounts; facility server offline/ hardware, database failure

Level 2 – ESCALATED

Issues not immediately compromising or preventing facility from performing daily job functions related to commissary and/or inmate banking. Escalated issues are second level priority, behind active urgent cases. The assigned technician is responsible for replying to the customer within two hours of receiving the case and will work through the escalated issue with the customer until resolution.

Examples: billing issues related to commissary sales/refunds; non-critical inmate account related issues; bank reconciliation/check/deposit issues not immediately

Level 3 – STANDARD

Longer term issues that do not immediately compromise daily job functions. Standard issues are third level priority, behind both active urgent and escalated cases and may have potential resolution of 5 days or longer. The assigned technician is responsible for replying to the customer within four hours of receiving the case and will work with the customer through resolution. The tech is also responsible for keeping the customer updated on progress as needed.

Examples: bank reconciliations and/or general journal reconciliations not immediately affecting daily functions; report creations/modifications

PRIORITY ASSIGNMENT

If you are not satisfied with the priority initially assigned to your ticket, please respond back to the KCN Helpdesk email at KCNHelpdesk@keefegroup.com to let us know the urgency of the issue. The Keefe Technical Services Management Team will escalate the ticket as required. An updated response will be sent to notify you that we have acknowledged and addressed the change request. If further clarification is needed, a representative from the Management Team will call the requestor.

Contact Information & Escalation Path

There are two ways to contact the Keefe Group Technical Services Department:

KCNHelpdesk@keefegroup.com The KCN helpdesk email is actively monitored Monday through Thursday, 7am – 7pm CST and Friday 7am – 5PM CST.

1.800.864.5986

Toll free phone number available 24/7/365.

During business hours, technicians are available to assist customers Monday through Thursday, 6am – 7pm CST and Friday's, 6am – 5pm CST. After business hours, technicians are available

to assist customers Monday through Thursday, 7pm – 6am CST and beginning on Friday's at 5pm through Monday morning at 6am CST.

Maintenance and Quality Assurance
Hardware Service Plans and Business Continuity Options
Hardware Service Agreements – Repair and or Replacement of Defective Hardware

Hardware failures are covered under contracts with manufacturers such as Dell, Wyse, NCS, Brother, Tally Genicom, etc. These are typically 24-hour turnaround contracts for workstations, same day service for servers and depot/warranty replacement for peripherals and kiosks. The facility may also opt to have KCN provide on-site or depot service spare equipment to maximize utilization and minimize downtime in the event of hardware failure.

Server maintenance options are as follows:

- Gold Dell on-site server service - would include 4-hour 24/7/365 on-site response time guaranteed by Dell Computer Corp after dispatch by KCN help desk staff.
- Workstation maintenance options are as follows:
 - Standard Dell on-site workstation service - would include 8-hour 8AM – 5PM on-site response time guaranteed by Dell Computer Corp after dispatch by KCN help desk staff.
 - Depot - backup workstation service - would include the storage of a 'cold spare' workstation CPU at the Regional Distribution Center. In the event of a workstation failure at the facility, the cold spare could be installed and connected to the server database for use in a matter of hours by KCN staff. At such time as the original workstation is repaired the process can be reversed at off-peak hours to re-introduce the original workstation and return the 'cold spare' to depot status. The cost of 'depot - backup workstation service' is reflected in the cost proposal.

Pod Kiosk maintenance options are as follows:

- Depot – backup pod kiosk shells are stored at the regional distribution center. In the event of a kiosk failure, facility maintenance staff would be trained to remove the defective pod kiosk shell and replace it with the spare. The defective shell would be shipped to KCN Technical Services to be refurbished. Once refurbished, the shell would be shipped back to the regional business center as one of the spare units.

Lobby Kiosk maintenance options are as follows:

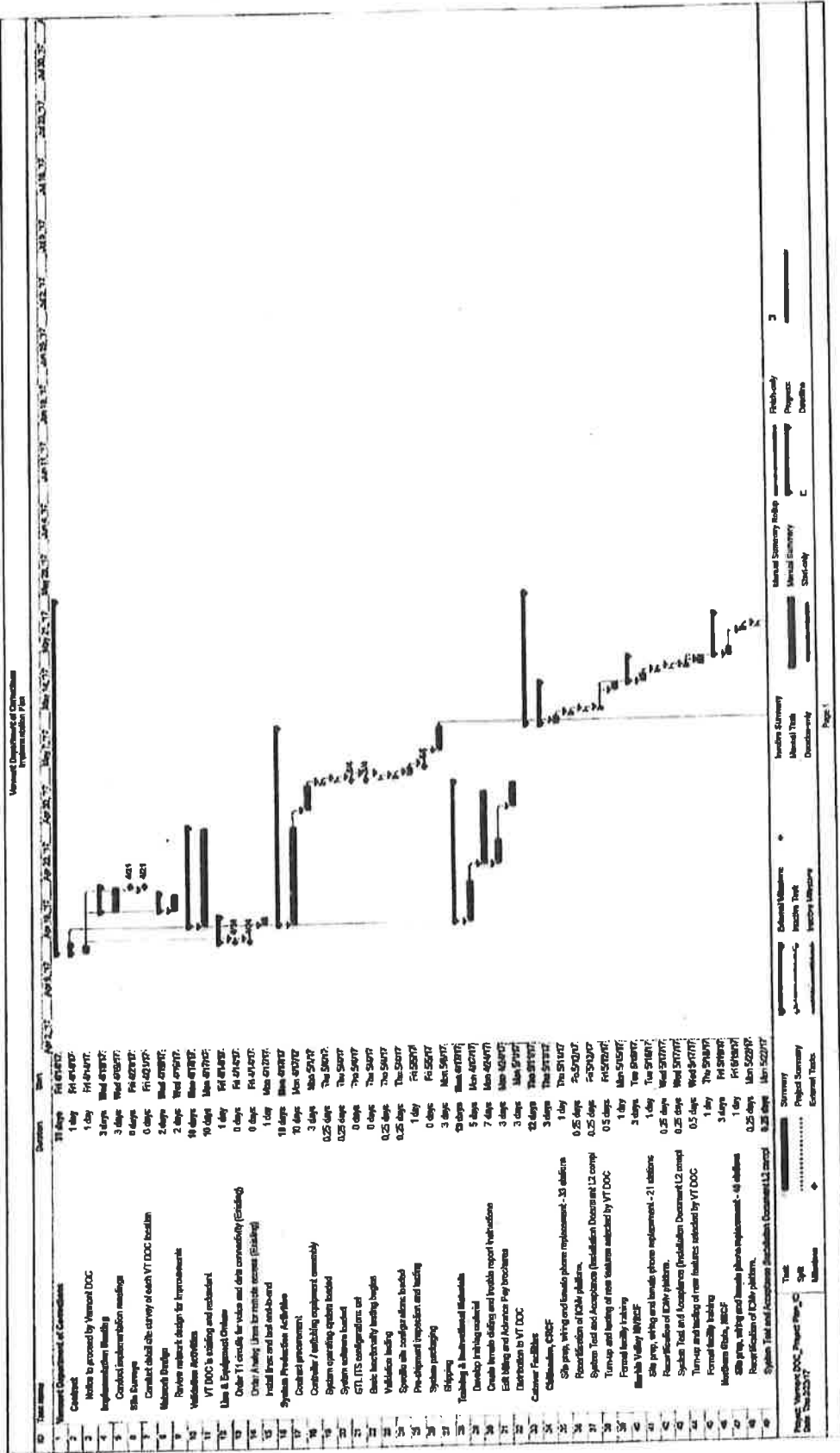
- Depot – backup lobby kiosk shells are stored at the regional business center. In the event of a lobby kiosk failure, facility maintenance staff would be trained to remove the defective pod kiosk shell and replace it with the spare. The defective shell would be shipped to KCN Technical Services to be refurbished. Once refurbished, the shell would be shipped back to the regional business center as one of the spare units.

Monitor, modem, printer, OMR scanner maintenance options are as follows:

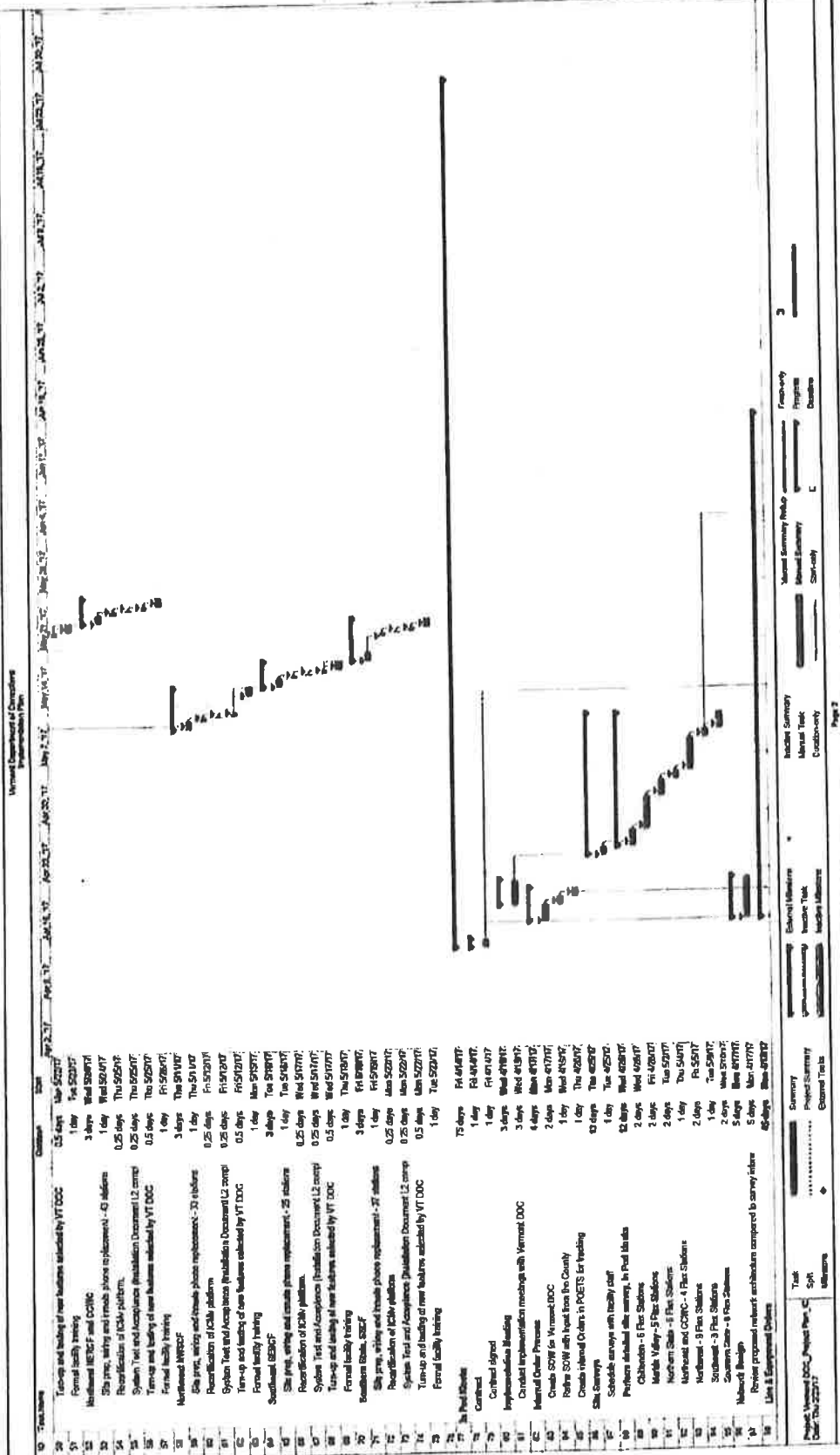
- Standard peripheral replacement services - In the event of failure of one or more of these peripherals, KCN will ship a replacement for next day delivery and installation by facility staff. In the event that the OMR scanner can be repaired / replaced directly by NCS and this would be a quicker solution to return the equipment to service, KCN Tech services will exercise the NCS service option.
- On-site depot peripheral replacement services - KCN will store one of each of these peripherals at the regional Distribution Center. In the event of a failure of one or more of

these peripherals, KCN regional Distribution Center staff will replace the peripheral(s) with a spare unit and return the failed unit to KCN Headquarters Technical Services for repair or replacement by the related vendor. KCN Headquarters will return a service replacement to the regional Distribution Center and have the failed unit repaired or replaced by the associated manufacturer or vendor.

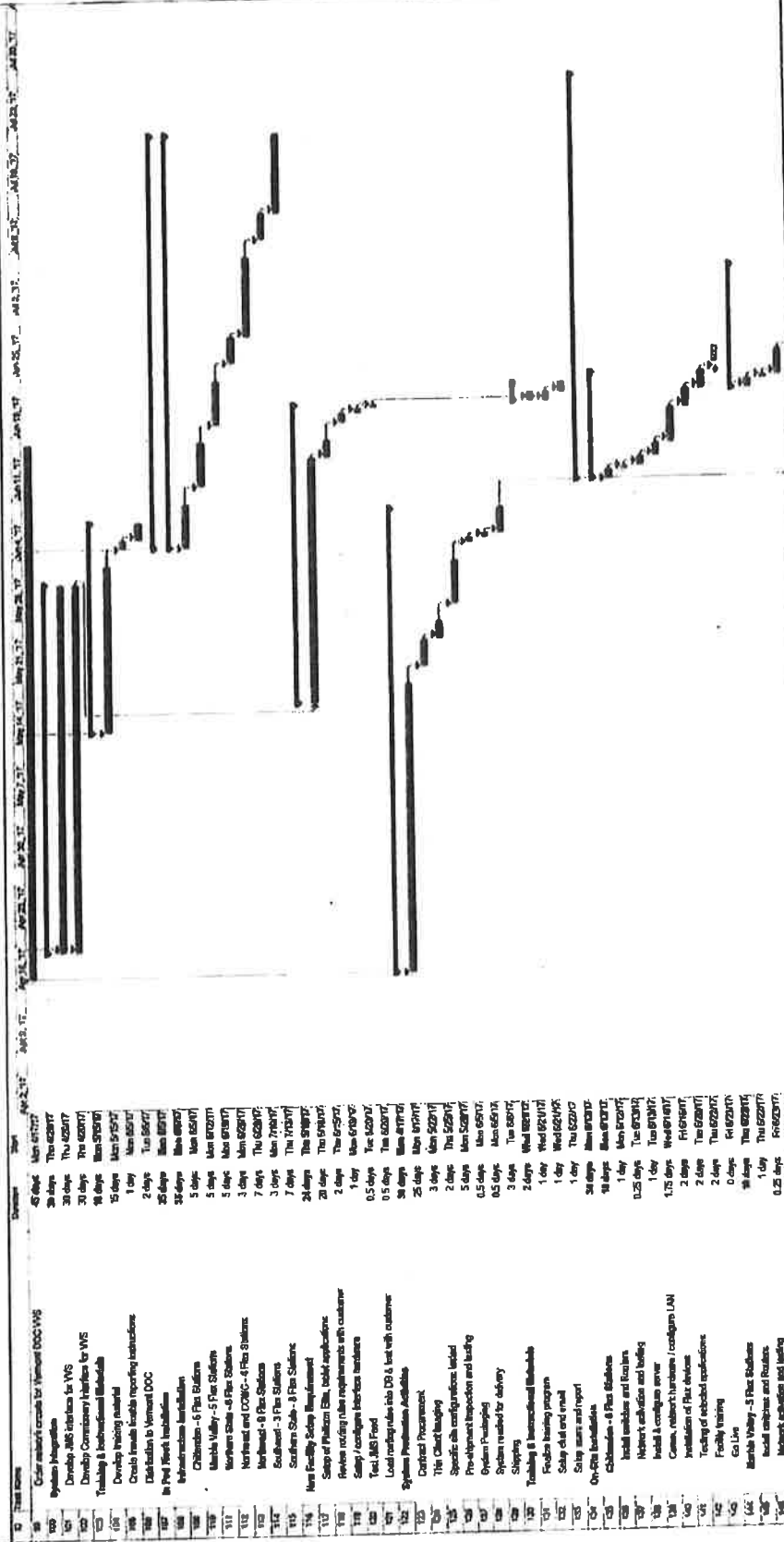
Project Plan - Attachment H



Approved
 Pending
 On Hold
 Cancelled
 Not Started
 In Progress
 Completed



Task	Summary	Estimated Time	Actual Time	Project Summary	Project Summary	Project Summary	Project Summary
Project Vermont DOC, Project Plan, C	Summary	Estimated Time	Actual Time	Project Summary	Project Summary	Project Summary	Project Summary
Clear Thu 2/22/17	Summary	Estimated Time	Actual Time	Project Summary	Project Summary	Project Summary	Project Summary



Task ID	Task Name	Start Date	End Date	Duration	Summary	Forecast	Actual	Start	End
10	Clear cabinet's contents for Vermont DOC WS	10/23/17	10/23/17	1 day	Completed				
11	System Integration	10/23/17	10/23/17	1 day	Completed				
12	Develop JMS interface for WS	10/23/17	10/23/17	1 day	Completed				
13	Develop Commodity Interface for WS	10/23/17	10/23/17	1 day	Completed				
14	Tableting & Installation Hardware	10/23/17	10/23/17	1 day	Completed				
15	Develop testing material	10/23/17	10/23/17	1 day	Completed				
16	Create Invoice for table mounting instructions	10/23/17	10/23/17	1 day	Completed				
17	Installation in Vermont DOC	10/23/17	10/23/17	1 day	Completed				
18	Infrastructure Installation	10/23/17	10/23/17	1 day	Completed				
19	Commission - 6 Fax Stations	10/23/17	10/23/17	1 day	Completed				
20	Mobile Valley - 5 Fax Stations	10/23/17	10/23/17	1 day	Completed				
21	Northern State - 4 Fax Stations	10/23/17	10/23/17	1 day	Completed				
22	Northwest and DORC - 4 Fax Stations	10/23/17	10/23/17	1 day	Completed				
23	Northeast - 3 Fax Stations	10/23/17	10/23/17	1 day	Completed				
24	Southern State - 3 Fax Stations	10/23/17	10/23/17	1 day	Completed				
25	Southern State - 3 Fax Stations	10/23/17	10/23/17	1 day	Completed				
26	New Facility Setup Management	10/23/17	10/23/17	1 day	Completed				
27	Setup of Station EHS, table applications	10/23/17	10/23/17	1 day	Completed				
28	Review testing table requirements with customer	10/23/17	10/23/17	1 day	Completed				
29	Setup / configure testcases hardware	10/23/17	10/23/17	1 day	Completed				
30	Test JMS Feed	10/23/17	10/23/17	1 day	Completed				
31	Load migration into DB & test with customer	10/23/17	10/23/17	1 day	Completed				
32	System Provisioning Activities	10/23/17	10/23/17	1 day	Completed				
33	Certified Procurement	10/23/17	10/23/17	1 day	Completed				
34	The Client Training	10/23/17	10/23/17	1 day	Completed				
35	Specific site configuration, local	10/23/17	10/23/17	1 day	Completed				
36	Pre-shipment inspection and testing	10/23/17	10/23/17	1 day	Completed				
37	System Provisioning	10/23/17	10/23/17	1 day	Completed				
38	System installed for delivery	10/23/17	10/23/17	1 day	Completed				
39	Shipping	10/23/17	10/23/17	1 day	Completed				
40	Facility testing program	10/23/17	10/23/17	1 day	Completed				
41	Setup and test email	10/23/17	10/23/17	1 day	Completed				
42	Setup server/report	10/23/17	10/23/17	1 day	Completed				
43	On-site installation	10/23/17	10/23/17	1 day	Completed				
44	Commission - 4 Fax Stations	10/23/17	10/23/17	1 day	Completed				
45	Install modules and facilities	10/23/17	10/23/17	1 day	Completed				
46	Network calibration and testing	10/23/17	10/23/17	1 day	Completed				
47	Install & configure server	10/23/17	10/23/17	1 day	Completed				
48	Comm. network hardware / configure LAN	10/23/17	10/23/17	1 day	Completed				
49	Installation of Fax Devices	10/23/17	10/23/17	1 day	Completed				
50	Testing of installed applications	10/23/17	10/23/17	1 day	Completed				
51	Go Live	10/23/17	10/23/17	1 day	Completed				
52	Mobile Valley - 5 Fax Stations	10/23/17	10/23/17	1 day	Completed				
53	Install modules and facilities	10/23/17	10/23/17	1 day	Completed				
54	Network calibration and testing	10/23/17	10/23/17	1 day	Completed				
55	Mobile station and testing	10/23/17	10/23/17	1 day	Completed				
56	Install & configure server	10/23/17	10/23/17	1 day	Completed				

