

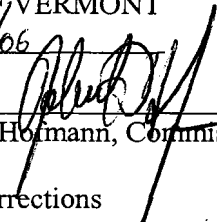
STATE OF VERMONT
STANDARD CONTRACT FOR PERSONAL SERVICES

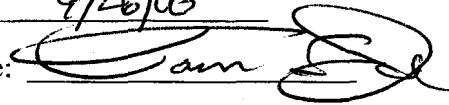
Contract # 10314
Change #

- 1. Parties This is a contract for personal services between the State of Vermont, Department of Corrections (hereafter called "State"), and Public Communication Services, with principal place of business in California, (hereafter called "Contractor"). Contractor's form of business organization is a corporation. Contractor is required by law to have a Business Account Number from the Vermont Department of Taxes. [REDACTED]
- 2. Subject Matter The subject matter of this contract is personal services generally on the subject of providing an inmate accounting system; and inmate commissary and telephone services. Detailed services to be provided by the Contractor are described in Attachment A.
- 3. Maximum Amount In consideration of the services to be performed by Contractor, the State agrees to pay Contractor in accordance with the payment provisions specified in Attachment B a sum not to exceed \$5000.
- 4. Contract Term The period of Contractor's performance shall begin on 10/1/06 and end on 9/30/08.
- 5. Prior Approvals If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.
 Yes No Approval by the Attorney General's Office required.
 Yes No Approval by the Secretary of Administration required.
- 6. Amendment No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
- 7. Cancellation This contract may be cancelled by either party by giving written notice at least 30 days in advance.
- 8. Attachments This contract consists of _____ pages including the following attachments which are incorporated herein:

- Attachment A - Specifications of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C - "Customary State Provisions", Revised 11/09/04
- Attachment D - Modifications of Maximum Insurance Requirements
- Attachment E - Business Associate Agreement (Revised 03/28/06)
- Attachment F - Final Adopted Rule for Access to Information
- Attachment G - Commissary Menu
- Attachment H - Inmate Telephone System Upgrade Time-line
- Attachment I - Inmate Telephone Rate Chart

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

by the STATE OF VERMONT
 Date: 9/27/06
 Signature: 
 Name: Robert D. Hofmann, Commissioner
 Agency: AHS/Corrections

by the CONTRACTOR
 Date: 9/26/06
 Signature: 
Tommie E. Be
 (Please PRINT signature)

Name: Public Communication Services
 Address: 11859 Wilshire Blvd, Suite 600
 Los Angeles, CA 90025
 [REDACTED]

Title:

APPROVED AS TO FORM:

Attorney General: MJ Salem Date: 8/15/06

**ATTACHMENT A
CONTRACT FOR SERVICES
SPECIFICATIONS OF WORK TO BE PERFORMED**

Definition of Terms

Herein the Vermont Department of Corrections (DOC) shall be referred to as the State. Herein Public Communication Services (PCS) shall be referred to as Contractor. State acknowledges Contractor is subcontracting: inmate commissary services; and the inmate accounting system and services to Compass Group USA, Inc. by and through its Canteen Correctional Services division. Subcontractor's services are mostly defined in sections one (1) and section two (2) of Attachment A, "Scope of Services". However, the Contractor so named in this document, is ultimately responsible for satisfying--in full, the scope of services and performance expectations as defined within this contract.

This document serves as a binding contract for an Inmate Accounting System; Inmate Commissary and Inmate Telephone Services. The State of Vermont and/or the Contractor may terminate this contract at any time given a 30 day written notice.

ATTACHMENT A
Specifications of Work to be Performed

1. Inmate Accounting System

Contractor will provide the State a double journal entry general ledger Inmate Accounting System to handle all inmate financial transactions, these include: commissary purchases; telephone debit calling; withdrawals on account by check; deposits on account; inmate payroll; accounts receivables; etc. The system must have the ability to interface with (import and export files) to and from State and banking systems.

1.1 Contractor must ensure system access and furnish all licensing requirements to run proprietary software over Citrix. This includes end users of both the inmate accounts and property module. The following table outlines the State's licensing needs at a minimum (this list may be revised as needed):

| Site | No. of Users Requiring Simultaneous Access | Abbr. | Facility Location |
|------|--|-------|---|
| 1. | 4 | CCWC | Caledonia Community Work Camp 1266 US Route 5 St. Johnsbury, VT 05819 |
| 2. | 8 | CRCF | Chittenden Regional Correctional Facility 7 Farrell Street South Burlington, VT 05403 |
| 3. | 4 | DALE | Dale State Correctional Facility 103 South Main Street Waterbury, VT 05671-3001 |
| 4. | 6 | MVRCF | Marble Valley Regional Correctional Facility 167 State Street Rutland, VT 05701 |
| 5. | 10 | NSCF | Northern State Correctional Facility 2559 Glenn Road Newport, VT 05855 |
| 6. | 6 | NERCF | Northeast Regional Correctional Facility 1270 US Route 5 St. Johnsbury, VT 05819 |
| 7. | 6 | NWSCF | Northwest State Correctional Facility 3649 Lower Newton Road Swanton, VT 05488 |
| 8. | 6 | SESCF | Southeast State Correctional Facility 546 State Farm Road Windsor, VT 05089-9724 |
| 9. | 10 | SSCF | Southern State Correctional Facility 700 Charlestown Road, Springfield, VT 05156 |
| 10. | 1 | | Alan Johnson – DOC Administrator AHS Osgood Building, First Floor 103 South Main Street Waterbury, VT 05671-0201 |
| 11. | 1 | | Lorie White – DOC Auditor 143 Point Ridge Road Berlin, VT 05641 |
| 12. | 2 | OOS | Out of State Unit 1229 Portland Street St. Johnsbury, VT 05819 |
| | | | |

YRS

| Site | No. of Users Requiring Simultaneous Access | Abbr. | Facility Location |
|------|--|---|---|
| 13. | 1 | | Sheila Ward-Administrator backup DOC 103 South Main Street Waterbury, VT 05671-1001 |
| | 65 | TOTAL SIMULTANEOUS ACCESS REQUIREMENTS | |

- 1.2 Contractor will provide inmate accounting software, system server, special hardware/equipment and supplies needed to run and manage an inmate accounting system at each facility. Special hardware refers to special equipment needed to run the system, i.e. thermal receipt printers, etc. Supplies denote provisions needed to run special hardware and equipment; i.e. thermal paper for thermal printers (FYI thermal printers are not preferred, just used as an example). The system server is maintained at the Contractor's location.
- 1.3 Contractor is responsible for ensuring system applications are fully operable and continuously running. Preventable and **frequent system downtime will not be tolerated**. Contractor will replace malfunctioning hardware with new hardware when necessary to remedy downtime and or other system issues.
- 1.4 Contractor's Inmate Accounting program software must be capable of communicating with, and interface with the DOC offender database. The inmate accounting system must receive notification from the DOC offender database whenever: a new inmate is booked in; an inmate is released; or transferred to another VT correctional facility and update its records accordingly. To accomplish this, the DOC system creates ASCII files every time a new inmate is booked in or out of our system, or an inmate's location changes. Contractor's system must periodically upload DOC files to update the inmate accounting tables. Records may be sent using a secure FTP site, or negotiated with State IT staff.
- 1.5 Notification information includes the inmate's: first and last name; middle initial; date of birth; social security; facility and housing location; and the State's offender identification number. The accounting system will also receive notification when an existing inmate is released or transferred to another correctional facility and update its records accordingly preventing the need for manual transfer of inmate financial records between correctional facilities.
- 1.6 The Inmate Accounting program must furnish the following reports: account list, **debt lists**, inmate accounts and balances listed by facility and inmate; account transaction reports by inmate; sales reports; checkbook register and account transaction reports; commission reports, inventory reports; transaction and history reports; payroll reports; account ledger reports; balance sheet and trial balance; profit and loss; outstanding items report; cleared items report; journal entry reports; invoice list reports; **debt payment reports**; check reprinting, etc. The system will print a receipt for all transactions on an inmate account with the ability to reprint receipts.

1.7 **Canteen Manager System Enhancement Timeline and sanctions for non-compliance:**

1.7.1 By September 11, 2006 the following functionalities must be fully operable in Canteen Manager. A penalty of \$500.00 per day will be imposed and remitted to the Inmate Recreation Fund, for every day the following functions are non-operable:

1.7.1.1 Canteen Manager will prevent users without administrator rights to change the Print Check Number setting.

✓ 1.7.1.2 Canteen Manager will interface with inmate telephone debit system when release procedures are performed. The system will automatically retrieve debit balances from PCS's Debit Administrator System (Radical) and credit balance to the inmate's account for release check. In addition, when debit balance is credited during this release procedure process, the debit account is inactivated in Debit Administrator. (Automated release procedure integration with PCS)

1.7.2 By October 16, 2006 the following functionalities must be fully operable in Canteen Manager. A penalty of \$500.00 per day will be imposed and remitted to the Inmate Recreation Fund, for every day the following functions are non-operable:

✓ 1.7.2.1 Canteen Manager will have the ability to import/export specific queried data into MS excel allowing for data manipulation for analytical and investigative purposes. (Export report data into MS Excel)

✓ 1.7.2.2 Canteen Manager will interface with Bank to import cleared bank transactions into the checkbook register. (Import files from bank)

⊘ 1.7.2.3 Batch processing: System must have the ability to interface with external banking system's lock-box program, and internal (DOC) MS Excel generated payroll spreadsheets. In essence, the system must allow for the direct import of multiple transactions of a similar nature, from a single file format to reduce repetitive and extensive data entry. Imported files will be used to post batch deposit and payroll transactions to inmate accounts. The file format will be Microsoft Excel. The required data fields to be pulled from the batch import file include, but are not limited to: inmate ID number; transaction date; and amount of each corresponding transaction. Duplicate fields will need to be manually entered in the beginning of the process (once) to record data to each transaction that is the same for the entire batch. These fields will include transaction date, and Transaction Description. The fields of Transaction Time and Batch number will be generated by the system (the same for each transaction based on the posting of the batch). The following are required steps for the import of data in a "batch posting" format into Canteen Manager:

1.7.2.3.1 Open batch process

1.7.2.3.2 Select Transaction Type (deposit, withdrawal, adjustment-with Deposit set as the default transaction type)

1.7.2.3.3 Enter Transaction Date (blank data field allowing for appropriate number of character spaces/formatting)

1.7.2.3.4 Enter Transaction Description (blank data field allowing for appropriate number of character spaces)

1.7.2.3.5 Select File for import *↓ Last name*

1.7.2.3.6 Match Inmate ID's from import file to Inmate ID's available in the system. If errors, close batch process pending corrections (activation of released inmates, duplicates, ID# not found, etc.)

1.7.2.3.7 Verify number of transactions to be posted and verify total batch amount to be posted.

1.7.2.3.8 Verify you are ready to post the batch (Yes/No/Cancel)

1.7.2.3.9 The system will post the batch

1.7.2.3.10 Batch Verification Reports – the system will generate a Batch Report listing each transaction posted, providing the inmate first and last names; inmate account number; amount of each corresponding

transaction; transaction date; Batch number; total transaction amount and transaction count.

1.7.2.3.11 The system will then generate Inmate Receipts for distribution

1.7.3 By October 23, 2006 the following functionalities must be fully operable in Canteen Manager. A penalty of \$500.00 per day will be imposed and remitted to the Inmate Recreation Fund, for every day the following functions are non-operable:

1.7.3.1 Canteen Manager will have the ability to view SDS (Canteen Warehouse) invoice numbers in Canteen Manager

1.7.3.2 Canteen Manager will allow users to issue multiple credit memos on the same invoice

1.7.4 By November 6, 2006 the following functionalities must be fully operable in Canteen Manager. A penalty of \$500.00 per day will be imposed and remitted to the Inmate Recreation Fund, for every day the following functions are non-operable:

1.7.4.1 Canteen Manager end users will have the ability to modify debt collection settings to encumber specific percentages of total deposit regardless of quantity of debts owed. For example, Canteen Manager will encumber 50% of total deposit for Restitution Debts even if inmate has more than one restitution debt applied to their account.

1.7.4.2 Canteen Manager provide a fully functional property manager as a module of the inmate accounting system. The property module must record and track inmate property upon booking until inmate is released, and follow inmates when transferred to other in-state facilities. Upon entering property into the system, the following disposition data fields must be included and require user response (i.e. user cannot continue in the system until one of the three disposition fields is indicated): Allowed Property; Held Property; Sent Out. If the "Sent Out" data field is indicated, the system must then prompt the user to enter the intended recipient's name, and address and telephone contact information. Because the inmate accounting system interfaces with the State's database, the property module must not assume new accounts is open, added and or activated through this feature. System security and access levels must include the ability to restrict property module users from accessing inmate financial accounts.

1.7.5 By November 27, 2006 the following functionalities must be fully operable in Canteen Manager. A penalty of \$500.00 per day may be imposed and remitted to the Inmate Recreation Fund, for every day the following functions are non-operable:

1.7.5.1 Canteen Manager will be able to set specific dietary and medical restrictions by inmate.

1.7.5.2 Canteen Manager will have the ability to restrict commissary credits beyond a determined number of days.

1.8 System reports must be date driven in a "real-time" environment. System reports must be able to provide the following sorting criteria: date; facility; user; inmate ID; check number; deposit amount; transaction number, summary, detail, etc.

- 1.9 The Inmate Accounting System must allow automatic deductions for commissary purchases and telephone calls from an inmate's account.
- 1.10 The accounting software will prevent an inmate's account to go negative or carry a negative balance (except for receivables/applied debt). Specifically, the system will not process an inmate purchase that exceeds their balance.
- ? 1.11 The accounting software must be capable of managing various asset and liability accounts that may be customized by the State and/or at the State's request. *To include a write off function allow for outstanding receivable debt to be alleviated, if necessary. This action may be carried out in an individual inmate account for a particular receivable*
- 1.12 Contractor is responsible for software installation at each facility which requires collaboration with State information technology staff. *by the Caledonia System admin*
- ? 1.13 Contractor is responsible for providing: training; training materials; a system "how to" manual; and continued support for all end-users of the system.
- 1.14 Contractor is responsible for hardware and its installation. All maintenance, repair, upgrade or replacement of hardware provided by Contractor is the responsibility of Contractor
- 1.15 Contractor is responsible for software installation which will require collaboration with Department of Correction's information technology staff. Any software enhancements provided or required during the life of the contract is at no cost to the State so long as they are in accordance with the software used in standard commissary accounts and industry standards.
- 1.16 The DOC currently maintains one inmate trust fund-bank account for all nine facilities. Therefore, the inmate accounting system will generate check sequencing numbers by facility. For example, the system will assign Caledonia Community Work Camp a check sequence of 20000000 and Chittenden Regional Correctional Facility a check sequence of 30000000, Dale State Correctional Facility a check sequence of 10000000, etc.
- 1.17 The inmate accounting system will provide a bank reconciliation process for one bank account with the following abilities: to clear all checks and total deposit by facility; and to record/post adjustments (service charges, interest earned..) to the checkbook register, and produce a reconciliation report which includes an outstanding items list that corresponds to and is concurrent with the completed reconciliation report. The accounting system must be able to balance the system's checkbook available balance to inmate balances; and balance the bank statement to the system's cash balance. This requires reporting on deposits in transit and outstanding items.
- 1.18 Contractor will provide the State a detailed report illustrating how the system automatically performs debit and credit transactions to pre-defined accounts. Particularly, Contractor will provide the State documentation/reports exemplifying how the system has been coded to perform individual functions specifically providing debit and credit transactions by all general ledger accounts.
- ? 1.19 System must automatically purge accounts with zero (0) balances and inactivity for 30 days.
- 1.20 Contractor shall ensure availability, integrity, and security of all State data for which Contractor has custody; and shall back-up data frequently to comply with and ensure data availability. Contractor agrees to comply with all applicable State policies and procedures relating to computer security.
- 1.21 All stored inmate account data is the property of the State of Vermont. Annually, on a date determined by the State and at termination of this contract, Contractor shall provide a complete listing of all inmate transactions for the previous twelve month period in a format and electronic

medium determined by the State at no cost to the State. This listing must include the following fields at a minimum: Inmate Last Name, Inmate First Name, Inmate Middle Initial, Inmate Account number, Inmate Date of Birth, Location, Operator, Transaction dates, Transaction Description, Transaction Amount, and Transaction balance.

- 1.22 At the close of business, a date and time determined by the State, near the last day of contract term, Contractor shall provide the State with inmate account data in an electronic format defined by the State for the purpose of conversion to another system. Conversion data is defined as: a listing of Booking Number, Inmate Last name, Inmate First Name, Inmate Middle Initial, DOB, Gender, Location, and final Commissary Balance only.
- 1.23 All records shall be kept on file by Contractor for a period of three years from the date the record is made, and Contractor shall, upon reasonable notice give the State privilege, at a reasonable time, of inspecting, examining and auditing, during normal business hours, such of Contractor's business records as are directly relevant to the State purchases. The cost of such inspection, examination and audit is at the sole expense of the State.
- 1.24 All software installed by Contractor pursuant to this agreement is proprietary; such that this software shall at all times remain the property of the Contractor. The State shall have no property interest in said software and shall at all times protect such software from copying, removal, tampering with or disclosure to other persons or companies, without express written consent of Contractor. Contractor may not access or use State of Vermont data for any purpose without express written consent.

1.24.1 IT Specifications

- 1.24.1.1 Organization: The Vermont Department of Corrections' information technology organization is staffed with three persons: one analyst, two database analyst/programmers and a manager. Hardware and network support services are provided by Agency of Human Services technical staff. All are situated in the DOC central office in Waterbury. Services are provided to approximately 900 hundred customers at twenty-four sites in Vermont.
- 1.24.1.2 Hardware environment: Customers are presented with the Microsoft desktop (Word, Excel, IE Explorer, Outlook Express, and terminal emulation) through Microsoft Terminal Server and Citrix Metaframe XP running on five load-balanced servers located in Waterbury. On the client side, Wyse Winterms are used by the majority of customers with personal computers being used by the remainder.
- 1.24.1.3 Application environment: The DOC offender database application, which handles most offender case information was developed in-house over a period of nearly twenty years. The database engine is Informix Dynamic Server. Informix 4GL programming language was used to develop ASCII terminal screens. Various web interfaces, primarily for reporting purposes, have been built with PERL-cgi. The mail transport agent for e-mail is Exim. IMAP and Outlook Express are used for accessing e-mail.
- 1.24.1.4 Network environment: All DOC sites are interconnected with a wide area network, known as GOVnet. The TCP/IP based network serves all State agencies and is maintained by office of the CIO in Montpelier. Access to the internet is provided by GOVnet.

2. Inmate Commissary Services

- 2.1 Contractor is responsible for providing complete commissary services for all Vermont correctional facilities. The State reserves the right to revise the list of facilities during the contract term.
- 2.2 Inmates are permitted to order items once per week. Due to the frequent transfer of inmates, the Contractor's commissary system must be able to automatically limit inmate purchases to one per week. Please note inmates may receive more than one commissary package in a week due to the allowance of external commissary purchases from family and friends. External purchases would however be subject to the weekly monetary allowance as determined by the State.
- 2.3 Orders are sent to vendor once a week using carrier designated by and at the expense of vendor.
- 2.4 Upon contract commencement, Contractor will provide commissary at the rates defined in the commissary menus-Attachment G.
- 2.5 The Contractor must be able to meet an overall 95% fill rate and 97% pick and pack accuracy rate. The Contractor must be able to credit accounts for items not received. Fill rates on specific items and sanctions for non-compliance is negotiated when the contract is awarded. Monetary sanctions may be imposed for non-compliance to contract terms. In addition, sanctions in the form of verbal and written notices of performance dissatisfaction or non-compliance of contract terms. Such sanctions could lead to contract termination.
- 2.6 Credits must be allowed and issued for mistakes made by the vendor, such as but not limited to: missing items, damaged items, defective items, wrong pick, and unwanted substitutions. Credits must be allowed and issued for mistakes made by the inmate that the State and vendor determine appropriate. Please note: if proposal requires debit purchases be made through commissary, inmates may be refunded debit balances upon release--by issuing a credit. Contractor shall remit a credit report to the State, in conjunction with sales invoices.
- 2.7 The Contractor is responsible for adhering to State purchasing restrictions based on **spending limits**, quantity, and housing location as defined by each facility.
- 2.8 The State will pre-approve all commissary products for sale in Vermont correctional facilities. **The State has the right to add or delete products on commissary menus at any time for any reason.**
- 2.9 Vendor and commissary system must be capable of managing multiple menus. Commissary vendor and system must be able to restrict specific items for any facility.
- 2.10 Although it is the intention of the State to limit outsourcing of products offered through commissary with the exception of health related or other compelling and appropriate necessities, the State reserves the right to outsource special products not wholly available through the commissary.
- 2.11 The Contractor is responsible for maintaining adequate supplies of all commissary menu items in its off-site storage facility. The State will not accept backorders or substitutions. If an item is out of stock, the inmate's account must be credited. Out of stock issues must be rectified within two (2) weeks.
- 2.12 Upon commencement of the contract, Contractor will offer and maintain a special apparel and clothing catalogue program expanding the variety of items offered to eliminate the need for outsourcing these items. These items may be ordered once a month and allowed a two-week turn-

over to eliminate the need to warehouse these items.

- 2.13 Commissary order pick-lists (invoices) must be a two-part form to employ proper audit controls for crediting orders.
- 2.14 Commissary orders will be placed using order forms supplied by the Contractor, until September 30, 2006. **On October 1, 2007**, inmates will place commissary orders by inmate telephone. A penalty of \$500.00 per day will be imposed and remitted to the Inmate Recreation Fund, for every day order-by-phone is not operable. ★
- 2.15 Commissary order forms must be filled based on item priority defined on the order form. Product coded in box one will be the first item picked, etc.
- 2.16 Pick-list invoice numbers will coincide with Canteen Manager Invoice numbers.
- 2.17 Contractor shall pack and seal all inmate orders individually with a two part receipt and sorted by housing unit and facility.
- 2.18 Scented detergents and personal hygiene items such as soap and shampoo is individually sealed in bags to ensure food product quality.
- 2.19 Products sold must meet the following product quality criteria: product and nutritional labeling present on each item; labels must be in English; product must be approved for sale in the United States of America; ~~consumables must be shipped well before expiration date~~, and products must have proper safety seals. Dirt
& trash
- 2.20 **Based on usage and preference**, Contractor or the Department may request 2 times each year that commissary menu items be added or deleted. All menu revisions must be approved by the State.
- 2.21 Contractor is responsible for supplying each facility with an automated ordering system, durable menus and order forms. Order forms must have the following fields: Date, Inmate Name, Inmate Account number, Facility, Facility Unit, and Inmate Signature. Contractor shall provide ordering system training for staff and inmates.
- 2.22 Contractor is responsible for collecting and filing all State sales tax.
- 2.23 The Contractor may not increase commissary prices for the duration of the contract. Exceptions may be allowed for due cause, at the discretion of the State. Requests for a price increase must be submitted to the Contract Administrator accompanied by a price adjustment justification. If the State deems the price increase excessive, the State reserves the right to remove the item from the commissary menu. If a price increase is agreed upon, the State requires a two week notification period before the increase is in effect.
- 2.24 The Contractor will provide weekly invoices to the Contract administrator or designee. Payment is made by the State every two weeks.
- 2.25 The Contractor will remit monthly, a check to the Contract Administrator for commissions earned on the prior month's sales within 20 days of month end.

3. Inmate Telephone Services

- 3.1 Successful vendor must provide the Vermont Public Service Board a list of rates for approval. Refer to Appendix I for Inmate Telephone Rate Chart.
- 3.2 The Contractor is responsible for providing complete telephone services at all correctional facilities. Inmate telephone services include: Collect calling; Pre-paid collect calling; and Debit Calling.
- 3.3 Contractor will provide inmate telephone debit software and server. The system must have the ability to administer a fully automated inmate phone debit system with the inmate accounting system. This requires an electronic interface to automatically debit phone calls when purchased through commissary.
- 3.4 The Contractor will provide a software system to manage the inmate debit account. System must interface with the inmate accounting system and be capable of crediting debit balances and deactivating accounts when release procedures are performed in the inmate accounting software.
- 3.5 The inmate debit system must be capable of generating activity reports, call history reports and transaction receipts.
- 3.6 The Contractor shall provide any special hardware, equipment and supplies needed to run and manage the inmate debit system to each facility. Special hardware refers to special equipment needed to run the system, i.e. thermal receipt printers, etc. Supplies denote provisions needed to run special hardware and equipment; i.e. thermal paper for thermal printers.
- 3.7 Contractor will upgrade their system and hardware as described in Attachment H.
- 3.8 Contractor must provide each facility has a workstation with equipment for monitoring and recording calls.
- 3.9 Contractor must provide a telephone network such that inmate telephone calls may be monitored and recorded from any site.
- 3.10 Call charges and rates must be set at a minimum to protect the collect called parties from excessive expense incurred by collect, debit and pre-paid collect calls made to them from inmates.
- 3.11 Contractor will provide tamper resistant phones.
- 3.12 Contractor will install up to two more telephones in each unit to accommodate commissary ordering by phone.
- 3.13 The proposed service must provide the following control features at a minimum:
 - 3.13.1 Call duration control
 - 3.13.2 Allowed/Disallowed caller lists
 - 3.13.3 Time of day control of telephones
 - 3.13.4 Three-way or conference call blocking
 - 3.13.5 Full time call monitoring including digital readout of called telephone number and digital call recording capability
 - 3.13.6 Capability to quickly shut down all telephones during an emergency
 - 3.13.7 Ability to flag inmate user for security risk management

- 3.14 Inmate Telephone system must have ability to store telephone recordings in local PC drives for a minimum of 90 days, then stored in the central server for 180 days. Recordings stored for 180 days must be archived onto DAT (Digital Audio Tape) cassettes or larger capacity media. Archived recording data is kept for a minimum of ~~one~~ ^{3 year} year.
- 3.15 Upon contract commencement, Contractor is responsible for providing tamper resistant Teletypewriter (TTY/TTD) stations in one unit designated by the State of each facility. All TTY/TTD stations must have the same or similar security/control abilities as defined in Section 3.3.12.
- 3.16 The Contractor is required to repair a single telephone outage within 48 hours from reporting. In addition, the Contractor is required to respond to a total system outage within two (2) hours and repair the problem within 8 hours.
- 3.17 Contractor shall provide and on-site administrator to manage the inmate telephone system, train, support and assist facility end-users with software system and telephone problems. Managing the inmate telephone system includes, but is not limited to: activating accounts manually when automation fails; setting up call blocks; and setting up PAN (pre-approved number) list. In addition, the on-site administrator shall manage all external legal requests for copies of inmate telephone recordings.

4. **Bid and Performance Bond Requirements:**

Contractor is required to provide a performance bond effective the day of contract commencement. The performance bond may be in the form of a surety bond from a company qualified to do business in the State of Vermont. Contractor shall execute a \$200,000 Performance Bond and shall require any Subcontractor to execute a \$200,000 Performance Bond, naming the State of Vermont Department of Corrections as beneficiary.

**ATTACHMENT B
CONTRACT FOR SERVICES
PAYMENT PROVISIONS**

1. Contractor agrees to invoice the State for commissary sales no less frequently than monthly. The Contractor agrees to render an invoice to the State by fifteen (15) days following the last day of the month in which the service was provided. The State will not be liable for payments for any service invoiced after the 15-day limit. Payment of commissary invoices is on behalf of Vermont inmates.
2. Invoices will be itemized by week, and facility. Invoices must also outline stamp and debit purchases for reconciliation to commission earnings.
3. The Contractor agrees to pay the State 33.5% commission on commissary sales net of sales tax, excluding postage stamps and debit telephone purchases made through commissary. Commission will be remitted to the State no later than fifteen (15) days following month end.
4. Contractor agrees to pay the State 31.6% commission on all debit, collect and pre-paid collect inmate telephone calls. Refer to Attachment I for inmate telephone rates. Commission will be remitted to the State no later than fifteen (15) days following month end.
5. Contractor is responsible for filing and remitting all taxes.
6. Contractor shall submit all commissions and invoices to the State Agent listed below or designee:
Alan Johnson
Agency of Human Services
Osgood Building, First Floor
103 South Main Street
Waterbury, VT 05671-3710
7. The State will impose monetary sanctions/penalties for non-compliance of the specifications of work to be performed. These sanctions are defined in Attachment A. Upon infringement of contract terms, the State will issue the Contractor an electronic written request for contract compliance. Sanctions may be administered 24 hours after the written request for compliance is sent. Written requests for contract compliance must be responded to within 24 hours by the vendor. If non-compliance exists for more than 30 days, if in the best interest of the State, contract termination will be executed. Obligatory sanctions will be remitted to the Vermont Inmate Recreation Fund.

**ATTACHMENT C
CONTRACT FOR SERVICES
CUSTOMARY STATE CONTRACT PROVISIONS (Revised 11/09/04)**

1. **Entire Agreement.** This contract represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law.** This contract will be governed by the laws of the State of Vermont.
3. **Appropriations.** If this contract extends into more than one fiscal year of the state (July 1 to June 30), and if appropriations are insufficient to support this contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriations authority.
4. **No Employee Benefits for Contractors.** The Contractor understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation and sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any federal or state taxes except as required under applicable tax laws, which shall be determined in advance of execution of the contract. The Contractor 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 Contractor, and information as to contract income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
5. **Independence, Liability.** The Contractor will act in an independent capacity and not as officers or employees of the State. The Contractor shall indemnify, defend and hold harmless the State and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the Contractor's acts and/or omissions in the performance of this contract. The Contractor shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this contract.
6. **Insurance.** Before commencing work on this contract the Contractor must provide certificates of insurance to show that the following minimum coverage are in effect. The Contractor must notify the State no more than 10 days after receiving cancellation notice of any required insurance policy. It is the responsibility of the Contractor to maintain current certificates of insurance on file with the State through the term of the contract. Failure to maintain the required insurance shall constitute a material breach of this contract.

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

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

Premises - Operations
Independent Contractors' Protective
Products and Completed Operations
Personal Injury Liability
Contractual Liability

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

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

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

Professional Liability: Before commencing work on this contract and throughout the term of this contract, the Contractor shall procure and maintain professional liability insurance for any and all services performed under this contract, with minimum coverage of \$ 0.00 per occurrence.

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been set to protect the interests of the State.

7. **Reliance by the State on Representations:** All payments by the State under this contract will be made in reliance upon the accuracy of all prior representations by the Contractor, including but not limited to bills, invoices, progress reports and other proofs of work.
8. **Records Available for Audit.** The Contractor will maintain all books, documents, payroll, papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the contract and for three years thereafter 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. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this contract.
9. **Fair Employment Practices and Americans with Disabilities Act:** Contractor agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Contractor under this contract. Contractor further agrees to include this provision in all subcontracts.
10. **Set Off:** The State may set off any sums which the Contractor owes the State against any sums due the Contractor under this contract; 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.
11. **Taxes Due to the State.**
 - a. Contractor 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. Contractor certifies under the pains and penalties of perjury that, as of the date the contract is signed, the Contractor 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. Contractor understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the Contractor 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. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal resource to contest the amounts due.
12. **Child Support.** (Applicable if Contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the date the contract 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.

Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Contractor is a resident of Vermont, Contractor makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

13. **Subcontractors.** The Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the prior written approval of the State. Contractor also agrees to include in all subcontract agreements a tax certification in accordance with paragraph 11 above.

Notwithstanding the foregoing, the State agrees that the Contractor may assign this contract, including all of the Contractor's rights and obligations hereunder, to any successor in interest to the Contractor arising out of the sale of or reorganization of the Contractor.

14. **No Gifts or Gratuities.** Contractor shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this contract.
15. **Copies.** All written reports prepared under this contract will be printed using both sides of the paper.
16. **Access to Information.** The Contractor agrees to comply with the requirements of AHS Rule No. 96-23 concerning access to information. The Contractor shall require all of its employees performing services under this contract to sign the AHS affirmation of understanding or an equivalent statement.
17. **Suspension and Debarment.** Non-federal entities are prohibited by Executive Orders 12549 and 12689 from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions (sub-awards to sub-recipients). By signing this contract, current Contractor certifies as applicable, that the contracting organization and its principals are not suspended or debarred by GSA from federal procurement and non-procurement programs.
18. **Health Insurance Portability & Accountability Act (HIPAA).** The confidentiality of any health care information acquired by or provided to the independent contractor shall be maintained in compliance with any applicable state or federal laws or regulations.
19. **Abuse Registry.** The Contractor agrees not to employ any individual, or use any volunteer, to provide for the care, custody, treatment, or supervision of children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Aging and Independent Living. Unless the Contractor holds a valid childcare license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Abuse Registry. (See 33 V.S.A. §4919 & 33 V.S.A. §6911).
20. **Voter Registration.** When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of State and Federal law pertaining to such agencies.
21. **Non-Discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and sub-grantees receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.

**ATTACHMENT D
CONTRACT FOR SERVICES
MODIFICATION OF MAXIMUM INSURANCE REQUIREMENTS**

The requirements contained in Attachment C, Section 6 are hereby modified:

Type of Insurance Coverage:

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

- Premises - Operations
- Independent Contractors' Protective
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

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

Modifications:

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

- \$5,000,000 Per Occurrence
- \$5,000,000 General Aggregate
- \$5,000,000 Products/Completed Operations Aggregate
- \$ 250,000 Fire Legal Liability

Automotive Liability: The Contractor shall carry automotive liability insurance covering all owned, non-owned and hired vehicles used in connection with the contract. Limits of coverage shall not be less than: \$0 Combined single limit.

Reasons for Modifications:

General liability coverage is modified relative to the replacement, loss and damage costs of goods being serviced. The contractor will not be providing transportation to clients of the state or transporting other individuals as a state official, and does not have access to clients of the State, or to confidential information regarding clients of the State.

Approval:

MJ Salam
Assistant Attorney General

Date: 8/15/06

KPS

ATTACHMENT E

BUSINESS ASSOCIATE agreement (revised 03/28/2006)

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, OFFICE, OR DIVISION OF DEPARTMENT OF CORRECTIONS ("COVERED ENTITY") AND ("BUSINESS ASSOCIATE") AS OF ("EFFECTIVE DATE"). THIS AGREEMENT SUPPLEMENTS AND IS MADE A PART OF THE CONTRACT TO WHICH IT IS AN ATTACHMENT.

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").

The parties agree as follows:

1. **Definitions.** All capitalized terms in this Agreement have the meanings identified in this Agreement, 45 CFR Part 160, or 45 CFR Part 164.

The term "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.

The term "Individual" includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g). All references to "PHI" mean Protected Health Information. All references to "Electronic PHI" mean Electronic Protected Health Information.

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

2.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services provided that any use or disclosure would not violate the minimum necessary policies and procedures of Covered Entity. 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.

2.2 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 (including subcontractors) in accordance with Sections 6 and 14 or (b) as otherwise permitted by Section 3.

3. **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 (a) Business Associate obtains reasonable written assurances via a written contract 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 (b) the person promptly notifies Business Associate (who in turn will promptly notify Covered Entity) in writing of any instances of which it is aware in which the confidentiality of the PHI has been breached. Uses and disclosures of PHI for the purposes identified in this Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.
4. **Safeguards.** Business Associate shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

5. **Reporting.** Business Associate shall report in writing to Covered Entity any use or disclosure of PHI in violation of this Agreement by Business Associate or its agents including its subcontractors. Business Associate shall provide this written report promptly after it becomes aware of such use or disclosure. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate the impermissible use or disclosure. Consistent with 45 CFR 164.502(j)(1) Business Associate may use PHI to report violations of law to federal and state authorities.
6. **Agreements by Third Parties.** Business Associate shall ensure that any agent (including a subcontractor) to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity agrees in a written contract to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. For example, the written contract must include those restrictions and conditions set forth in Section 12. Business Associate must enter into the written contract before any use or disclosure of PHI by such agent. The written contract must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the contract concerning the use or disclosure of PHI. Business Associate shall provide a copy of the written contract to Covered Entity upon request. Business Associate may not make any disclosure of PHI to any agent without the prior written consent of Covered Entity.
7. **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. Business Associate shall promptly forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.
8. **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. Business Associate shall promptly forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.
9. **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. Business Associate shall promptly forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.
10. **Books and Records.** Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity (without regard to the attorney-client or other applicable legal privileges) 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.
11. **Termination.**
 - 11.1 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 15.11.
 - 11.2 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 this Contract without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate this Contract 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 this Contract, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

12. Return/Destruction of PHI.

12.1 Business Associate in connection with the expiration or termination of this Contract shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this Contract 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.

12.2 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.

13. Notice/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 information security awareness training regarding the use, confidentiality, and security of PHI.

14. Security Rule Obligations. The following provisions of this Section 14 apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

14.1 Business Associate shall implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of 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.

14.2 Business Associate shall ensure that any agent (including a subcontractor) to whom it provides Electronic PHI agrees in a written contract 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 contract before any use or disclosure of Electronic PHI by such agent. The written contract must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the contract concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written contract to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any agent without the prior written consent of Covered Entity.

14.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an agent, including a subcontractor). Business Associate shall provide this written report promptly after it becomes aware of any such Security Incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

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

15. Miscellaneous.

- 15.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract, the terms of this Agreement shall govern with respect to its subject matter. Otherwise the terms of the Contract continue in effect.
- 15.2 Any reference to "promptly" in this Agreement shall mean no more than seven (7) business days after the circumstance or event at issue has transpired. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended or renumbered.
- 15.3 Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of a use or disclosure of PHI in violation of any provision of this Agreement.
- 15.4 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.
- 15.5 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.
- 15.6 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule) in construing the meaning and effect of this Agreement.
- 15.7 This Agreement may be amended or modified, and any right under this Agreement may be waived, only by a writing signed by an authorized representative of each party.
- 15.8 Nothing express or implied in this Agreement is intended to confer upon any person other than the parties hereto any rights, remedies, obligations or liabilities whatsoever. Notwithstanding the foregoing, the Covered Entity in this Agreement is the Agency of Human Services operating by and through its Department of Corrections. Covered Entity and Business Associate agree that the term "Covered Entity" as used in this Agreement also means any other Department, Division or Office of the Agency of Human Services to the extent that such other Department, Division, or Office has a relationship with Business Associate that pursuant to the Privacy or Security Rules would require entry into an agreement of this type.
- 15.9 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.
- 15.10 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 under this Contract 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.
- 15.11 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 12.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 9 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.
- 15.12 This Agreement constitutes the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written agreements between the parties in such respect.

ATTACHMENT F

CONTRACT FOR SERVICES

Agency of Human Services Rule # 96-23 Final Adopted Rule for Access to Information

Definition.

“Agency” means the Agency of Human Services or any of the offices, departments or programs that comprise the Agency.

“AHS” means the Vermont Agency of Human Services.

“Client” means an individual or family who is voluntarily served by a department, office, program, Contractor or grantee of the Agency of Human Services.

“Contractor” means an individual or entity with whom the Agency or any of its departments, offices, or programs has a contract to provide personal services.

“Employee” means any person who works in a full-time, part-time, temporary or contractual position for the Agency or any of its departments, offices, or programs.

1.6 “Grantee” means an individual or entity with whom the Agency or any part thereof has a grant to provide personal services.

1.7 “Program” means a set of services, (such as determining and processing ANFC benefits, verifying and setting up delivery for WIC foods) for which the Agency bears fiscal responsibility.

1.8 “Administrative Obligations” means activities pursuant to federal or state laws or regulations (such as verification of eligibility, verification of service delivery, detection of fraud, monitoring of quality assurance, audit of expenditure reports) which provide for accountability in the use of public funds.

Basic Principles

Presumption of Confidentiality

All information specific to, and identifying of, individuals and families is presumed to be confidential and subject to these standards. Employees shall not disclose the information unless a specific exception to the presumption applies or the disclosure is authorized by the client, a court or as otherwise authorized by law or rule.

Existing Statutes

These rules are not intended to expand or diminish current provisions in law relating to disclosure of confidential information.

Information Collection

Employees shall collect and record only that information needed to fulfill the goal of serving the client and meeting administrative or legal obligations.

Informing Clients

At the initial meeting with each client, or within two weeks, employees shall review and offer to provide the rules for access to information to the client.

Permissible Disclosures

Client consent

No information about a client shall be released without prior consent from the client, unless directly connected with the administration of a program or necessary for compliance with federal or state laws or regulations.

Sharing "Non-identifiable" Information

Information that does not identify a client may be used for statistical research, forecasting program needs, or other such purposes.

Public Information

Information defined as public by 1 VSA & 317 or other applicable statute is available to the public. The procedures in the public records statute shall be followed before public information is released.

Information Sharing for Administrative Purposes

Employees may share information which is necessary to satisfy the Agency's administrative obligations. Departments will develop written agreements limiting the kinds of information to be shared when programs are jointly administered by different Departments. No information shall be released to a person or entity that is out of state, unless directly connected with the administration of a program or necessary for compliance with federal or state laws or regulations.

Disclosure Without Consent in Limited Circumstances

Employees must release sufficient information to comply with mandatory reporting requirements for cases involving the abuse, neglect, or exploitation of children and persons who are elderly or who have disabilities. Information may be released without consent when Vermont law creates a duty to warn identified individuals of potential harm to their person or property, in response to court orders, or to investigate or report criminal activity as required by federal or state law or regulation. Only information relevant to the situation shall be disclosed. The employee shall document the date, purpose and content of the report, the name, address and affiliation of the person to whom the information was released, and shall notify the client that the information was disclosed.

AHS Rule 96-23 Procedures Related to Consent

Obtaining Informed Consent

Prior to releasing confidential information the Agency shall obtain the client's informed consent. This includes providing information about consent in a language and format understandable to the client. Reasonable accommodations shall be made for special needs based on the individual or family's education, culture, or disability. Employees shall inform clients that granting consent is not a pre-requisite for receiving services, and shall explain that they may apply for services separately.

Consent of Minors to Release of Information

Employees shall obtain the consent of a minor client to release information concerning treatment for which parental consent is not required.

Format for Consent to Share Information

Consent for the sharing or release of information shall ordinarily be in writing. If an emergency situation requires granting of verbal consent, written consent shall be obtained at the next office visit or within thirty days, whichever comes sooner. Required information will include:

1. Names of the people about whom information may be shared.
2. A checklist of the kinds of information to be shared.
3. A checklist of the departments within the Agency to receive the information.
4. A statement or date covering expiration of consent.
5. A statement about procedures for revoking consent.
6. Signature of individuals covered by the consent, or their parents or guardians.
7. Signature of the individual explaining the consent process with their position and job title.
8. A space to provide individualized instructions.

A copy of the consent form shall be provided to all signatories.

Client Access to Records

Unless prohibited by federal or state law or regulation, clients shall be permitted to view and obtain copies of their records. Each department within the Agency shall have written procedures which permit clients to verify personal information they have provided for accuracy and completeness and for placing amendments to the information in their files. Employees shall take reasonable steps to present records in a form accessible to the client, including but not limited to large type format or verbal review. A fee not to exceed the actual cost of copying may be charged for records exceeding 10 pages. This fee shall be waived if it would prohibit access.

AHS Rule 96-23

Procedures to Protect Confidentiality

Staff Training

All AHS employees and all AHS volunteers and interns, shall be instructed in these rules. AHS shall train their Contractors and grantees who shall, in turn, provide the same instruction for their employees, interns, and volunteers.

Response to Requests for Information

An employee shall not respond to requests from outside the Agency for information about clients even to acknowledge that the person is a client, unless authorized. If a client has consented to or requests that information be released, the employee shall comply with the request.

Designated Individual

Each agency or department shall appoint one or more trained staff members to be responsible for responding to all requests for client information when there is no written consent to release, and no statutory or administrative authority permitting release of the requested information. These individuals shall be specially trained in maintaining confidentiality. A list of the designated individuals for each department and office shall be maintained in the Attorney General's Office, Human Services Division.

Affirmation of Understanding

Employees shall sign an affirmation that they will comply with these rules. This affirmation shall be part of their personnel files. Supervisors shall review this affirmation during annual evaluations. Violation of these rules shall result in disciplinary action.

Written Agreements with Grantees or Contractors

The following assurance, or one similar to it, will be included in all AHS grants/contracts signed after these rules have been approved:

[Grantee/Contractor] agrees to comply with the requirements of AHS Rule No. 96-23 concerning access to information. The Contractor shall require all of its employees to sign the AHS Affirmation of Understanding or an equivalent statement.

Client Referrals

When referring a client to another agency for services, if the referral does not meet the criteria for permissible disclosures under Section 3.4, the initial agency shall obtain the consent of the client for the referral and alert the receiving agency that confidential client information accompanies the referral.

Documentation of Disclosure

Requests for disclosures of client information shall be maintained in the client's file if the request does not meet the definition of a permissible disclosure under Section 3.4. Employees shall document in writing any information actually disclosed, along with the name of the person/agency to whom it was disclosed and the date of the disclosure. When permissible disclosures are made under Section 3.4, documentation may be limited to the name of the department/agency/program to whom the disclosure was made.

Information Systems

Computerized Information

When developing a computerized data system, the Agency shall:

1. Develop security procedures consistent with the rule;
2. Instruct staff in the security procedures;
3. Inform clients if a computerized system is being used;
4. Establish written agreements with participating agencies outlining procedures for sharing and protecting information.
5. Develop security procedures in relation to the transmission of information.

Security Procedures

The Agency shall develop a protocol which is consistent with the requirements of this rule to safeguard confidential client information. Contractors and grantees shall also develop a protocol or shall adopt the protocol of the Agency. The protocol shall be designed to safeguard written information, data in computer systems, and verbal exchange of information. The protocol shall prohibit unauthorized access to records and include an appropriate disciplinary process for violations of the security rules.

Procedures

Written procedures for implementing these rules shall be used as the basis for employee instruction and shall be available for review in the Agency Central Office.

AGENCY OF HUMAN SERVICES
103 South Main Street
Waterbury, Vermont 05676

AFFIRMATION OF UNDERSTANDING STATEMENT

As a Contractor for the State of Vermont, I affirm that I have read the Agency of Human Services (AHS) Rule No. 96-23 concerning Access to Information, and that I agree to comply with the requirements of AHS Rule No. 96-23.

I shall require all of my employees performing services under this contract, to sign an affirmation of understanding statement. Employee statements need not be sent to the State. However, they shall remain in Contractor's personnel records. The State can request copies of such documents if necessary.

Public Communications Services, Inc.
Name of Company (Print or type)

9/26/06
Date


Authorized Signature

Chief Operating Officer
Title

Handwritten initials

**ATTACHMENT G
Commissary Menu**

8/25/2006

| BEVERAGE PRODUCTS | | | Food is non-taxable | | | | |
|--------------------------|--------------------------------------|--------|---------------------|------|-------------------------------------|------------------------|---------|
| CODE | ITEM DESCRIPTION | Price | TAXABLE | CODE | ITEM DESCRIPTION | Price | TAXABLE |
| 004 | Tea Mix SS | \$0.33 | | 1283 | Sugar Twin Box 100 count | \$2.76 | |
| 1341 | French Vanilla Coffee 3 oz | \$3.32 | | 1054 | Cherry Kool Aid 4 oz | \$1.62 | |
| 1342 | Classic Freeze Dried Coffee 8oz | \$8.77 | | 1057 | Sun Up Orange Drink Mix 18oz | \$3.03 | |
| 1213 | Coffee Single (10pack) | \$2.23 | | 1055 | Grape Kool Aid 4 oz | \$1.62 | |
| 1045 | Maxwell House Coffee 4 oz | 9.5 | | 1056 | Lemon Kool Aid 4 oz | \$1.62 | |
| 1041 | Hot Cocoa 1oz | \$0.33 | | 006 | Sugar Free Fruit Punch SS 1.4g | \$0.27 | |
| 1044 | Colombian Coffee 3oz | \$4.70 | | 008 | Sug/Free Lemonade SS 1.4g | \$0.27 | |
| 1043 | Tasters Choice 8oz | \$9.22 | | 1061 | Coke 20oz. | 1.39 | |
| 1042 | Hot Cocoa 18oz | \$3.27 | | 1062 | Diet Coke 20oz. | 1.39 | |
| 1046 | Sugar Packets (10) | \$0.48 | | 1063 | Sprite 20oz. | 1.39 | |
| 1047 | Creamer (10) | \$0.48 | | 1064 | Orange Soda 20oz. | 1.39 | |
| 1048 | Sugar Substitute (10) | \$0.48 | | 1065 | Dr. Pepper 20oz. | 1.39 | |
| 1049 | Creamer 12oz | \$2.78 | | 1066 | Rootbeer 20oz. | 1.39 | |
| 1050 | Non Fat Powdered Milk 9.6oz | \$4.91 | | 1067 | 20oz Bottled Water | 1.39 | |
| 1058 | Fruit Punch SS .75oz. | \$0.27 | | 1402 | Diet Pepsi 20 oz | 1.39 | |
| 1059 | Cherry Drink SS .75oz | \$0.27 | | 1403 | Mountain Dew 20 oz | 1.39 | |
| 1060 | Lemonade SS .75oz. | \$0.27 | | 1404 | Diet Mountain Dew 20 oz | 1.39 | |
| 1406 | Sturm's Ice Tea Mix 24 oz | \$3.80 | | 1405 | Diet Dr. Pepper 20 oz | 1.39 | |
| 1053 | Punch Kool Aid 4 oz | \$1.62 | | 1383 | Gatorade Red Punch 20 oz | \$1.60 | |
| 1380 | Gatorade Riptide Rush 20 oz | \$1.60 | | 1384 | Gatorade Lemon Lime 20 oz | \$1.60 | |
| 1382 | Gatorade Orange 20 oz | \$1.60 | | 1214 | Sanka 10 pk decaf coffee | \$2.80 | |
| 1351 | Decaf Freeze Dry | \$4.43 | | 1052 | Orange Drink SS .91oz. | \$0.27 | |
| | | | | 1386 | PEPSI 20 OZ | \$1.40 1.39 | |
| SNACKS & PASTRY PRODUCTS | | | Food is non-taxable | | | | |
| CODE | ITEM DESCRIPTION | Price | TAXABLE | CODE | ITEM DESCRIPTION | Price | TAXABLE |
| 057 | BBQ Chips 1.5oz. | \$0.82 | | 1119 | Honey Bun 4.75oz. | \$0.78 | |
| 1100 | Cheese Popcorn Smart Fd 1.0 | \$0.82 | | 1118 | Dunkin Sticks 3oz. | \$0.78 | |
| 1101 | Salt & Vinegar Chips 1.5oz. | \$0.82 | | 1120 | Choc. Pudding 4oz. | \$0.69 | |
| 1103 | Garden of Eatin' 1.75oz. | \$0.79 | | 1115 | Meat Stick 1oz. | \$0.59 | |
| 1102 | Rold Gold Pretzels 2.25oz. | \$0.82 | | 1122 | Cheddar Cheese Squeezer 1oz. | \$0.59 | |
| 056 | Plain Chips 1.5oz. | \$0.82 | | 1123 | Peanut Butter Squeezer 1.12oz. | \$0.52 | |
| 058 | Doritos 1.75oz. | \$0.82 | | 1124 | Dill Pickle 5.64oz. | \$1.11 | |
| 059 | Fritos 2.25oz. | \$0.82 | | 1128 | Nacho Dip 4oz | \$1.61 | |
| 060 | Cheetos 2.25oz. | \$0.82 | | 1125 | Grape Jelly squeezer 1oz. | \$0.31 | |
| 1104 | Butter Popcorn .5oz. | \$0.46 | | 1129 | Jalapeno Cheese 1oz | \$0.59 | |
| 1105 | Trail Mix 2.25oz. | \$0.91 | | 1126 | Hot Pickle 5.64oz. | \$1.11 | |
| 1106 | Granola Oat& Honey 1.5oz. | \$0.58 | | 1127 | Pepperoni Stick 7.5 oz | \$4.71 | |
| 045 | Oatmeal Variety 10/1.25 oz | \$3.79 | | 1131 | Peanut Butter 18oz | \$3.83 | |
| 1108 | Peanuts 2.0oz. | \$0.71 | | 1116 | Slim Jims (double pk) .56oz. | \$0.78 | |
| 1109 | Cashews 1.0oz. | \$0.70 | | 1121 | Beef Summer Sausage 11 oz | \$4.10 | |
| 1110 | Goldfish 1.50oz. | \$0.53 | | 1132 | S/UP Grape Jelly 12oz | \$3.23 | |
| 1133 | Saltines 16 oz | \$2.10 | | 1143 | Cup Soup Beef (Marachun)2.25oz | \$0.81 | |
| 1134 | Cheese Bits 10oz | \$3.51 | | 1144 | Cup Soup Chick(Marachun)2.25oz | \$0.81 | |
| 1135 | RITZ Snack Crackers 16 oz | \$4.36 | | 1145 | Cup Soup Veg (Marachun)2.25oz | \$0.81 | |
| 1136 | Honey Grahams 16oz | \$4.03 | | 1088 | Ramen Soup Chicken 3oz. | \$0.44 | |
| 1111 | Oatmeal Cookie 2.75oz. | \$0.57 | | 1089 | Ramen Soup Shrimp 3oz. | \$0.44 | |
| 1112 | Choc. Chip Cookie 2.75oz. | \$0.57 | | 1090 | Ramen Soup Chili 3oz. | \$0.44 | |
| 1113 | Fudge Brownies 3oz. | \$0.64 | | 1091 | Ramen Soup Beef 3oz. | \$0.44 | |
| 1114 | Choc. Moon Pie 2.75 oz. | \$0.64 | | 1281 | Microwave Popcorn 3.5 oz | \$0.78 | |
| 1117 | Mini Donut 3 oz Chocolate | \$0.79 | | 1284 | Dinty Moore Beef Stew 10oz. | \$2.73 | |
| 1278 | Mini Donut 3 oz Sugar | \$0.79 | | 1356 | Bud's Cookies Choc Chip 7.5oz | \$2.36 | |
| 1279 | Mini Donut 3 oz Crunch | \$0.79 | | 1358 | Kar's Peanuts 12 oz | \$4.42 | |
| 1353 | Tuna Chunk Light Pouch 3oz | \$2.36 | | 072 | Jelly Swirl 4 oz | \$0.78 | |
| 1354 | Mayo PC 10 pack 9gr @ | \$1.95 | | 052 | Poptart Strawberry 3.67 oz | \$0.92 | |
| 053 | Poptart Brown Sugar 3.67 oz | \$0.92 | | 1355 | Chilli Pouch 7.5 oz | \$2.05 | |
| 1371 | Peanut Butter Cream Cookie 14oz | \$2.87 | | 1301 | Mac and Cheese 7.25oz. | \$0.85 | |
| 1373 | Fudge Cream Cookie 14 oz | \$2.87 | | 1375 | Chocolate Chip Cookies 12 oz | \$2.36 | |
| 1374 | Iced Oatmeal Cookies 12 oz | \$2.36 | | 1377 | Palmer's Cherry Slices 10.5 oz | \$2.36 | |
| 1411 | Wheat Thins 1.75 oz | \$0.86 | | 1379 | Palmer's Orange Slices 10.5 oz | \$2.36 | |
| 1412 | Chilli Rice and Beans 4.4 oz | \$1.79 | | 1416 | Chicken of the Sea Pink Salmon 3 oz | \$2.89 | |
| 1413 | Rice cakes Mini Caramel 1.6 oz | \$0.86 | | 1417 | Hormel Lasagna 10 oz | \$3.79 | |
| 1414 | Instant White Rice | \$0.89 | | 1418 | Hormel Spag w/Meat sauce 10 oz | \$3.79 | |
| 1415 | Instant Spanish Rice 2 oz | \$1.54 | | 1419 | Hormel Salisbury Sdteak 10 oz | \$3.79 | |
| 1421 | Hormel Teriyaki Rice & Chicken 10 oz | \$3.79 | | 1420 | Hormel Sweet and Sour Chicken 10 oz | \$3.79 | |
| 1809 | Sardines In A Pouch 3.53 oz | \$1.79 | | 1802 | Oberto Beef Jerky .9 oz | \$1.79 | |

AC

Central
[Signature]

**ATTACHMENT G
Commissary Menu**

8/25/2006

| MISCELLANEOUS PRODUCTS | | | <i>"T" in Taxable Column indicates 6% sales tax is included in price</i> | | | | |
|------------------------|---------------------------------|---------|--|------|-------------------------------|---------|---------|
| CODE | ITEM DESCRIPTION | Price | TAXABLE | CODE | ITEM DESCRIPTION | Price | TAXABLE |
| 2222 | Debit Calling | \$1.00 | | 139 | Toothbrush Holder | \$0.45 | T |
| 605 | Writing Paper Pad | \$0.90 | T | 1197 | Knife, Fork & Spoon | \$0.36 | T |
| 203 | Plain Envelopes | \$0.11 | | 1140 | Insulated Mug 22oz | \$3.63 | T |
| 1407 | Cottonelle Toilet Paper | \$3.71 | T | 1408 | Weight Lifting Gloves Lg | \$12.72 | T |
| 1035 | 9 X 12 Envelope | \$0.19 | T | 1409 | Weight Lifting Gloves XLg | \$12.72 | T |
| 1359 | Colored Pencils 12 pk | \$2.00 | T | 1219 | Sony Walkman Radio | \$29.24 | T |
| 206 | Stamp (1) | \$0.39 | | 1157 | High Quality Headphones | \$8.76 | T |
| 1033 | Pencil W/Eraser | \$0.19 | T | 1028 | AAA Batteries (2) | \$2.35 | T |
| 1034 | Clear Pen | \$0.36 | T | 1029 | AA Batteries (2) | \$2.12 | T |
| 1149 | Spoon | \$0.12 | T | 1030 | C Batteries (2) | \$3.40 | T |
| 1137 | 22oz. Tumbler | \$1.64 | T | 1031 | D Batteries (2) | \$3.51 | T |
| 1138 | Coffee Cup 12oz. | \$1.29 | T | 1220 | Clock Radio with Cord | \$29.58 | T |
| 1151 | Bowl w/ Lid | \$1.10 | T | 1567 | Braun Electric Razor | \$16.87 | |
| 1139 | Ultra All Laundry Detergent 2oz | \$0.79 | T | 1699 | Wind-up Clear Alarm Clock | \$8.90 | T |
| 401 | Playing Cards | \$2.42 | T | 1221 | 10" Big Plastic Fan with Cord | \$27.98 | T |
| 146 | Soap Dish | \$0.45 | T | 1410 | Container Set 2.5, 5, 8 oz | \$8.90 | T |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| CLOTHING PRODUCTS | | | <i>Clothing is non-taxable up to \$100.00</i> | | | | |
| CODE | ITEM DESCRIPTION | Price | TAXABLE | CODE | ITEM DESCRIPTION | Price | TAXABLE |
| 310 | Socks (1 pair) | \$1.35 | | 1169 | Thermal Top 2XL | \$6.48 | |
| 1150 | Handkerchief | \$0.98 | | 1172 | Thermal Bottom Large | \$6.48 | |
| 202 | Face Cloth | \$0.48 | | 1173 | Thermal Bottom XL | \$6.48 | |
| 1158 | Towel Small 20X40 | \$2.71 | | 1174 | Thermal Bottom XXL | \$6.48 | |
| 1154 | Towel Large 24X48 | \$5.95 | | 1170 | Thermal Top XXXL | \$7.56 | |
| 1159 | T-Shirt Small | \$3.23 | | 1175 | Thermal Bottom XXXL | \$7.56 | |
| 313 | T-Shirt Medium | \$3.23 | | 1171 | Briefs 3XL | \$4.32 | |
| 306 | T-Shirt Large | \$3.23 | | 1176 | Blue Gym Shorts Medium | \$6.48 | |
| 307 | T-Shirt XL | \$3.23 | | 1177 | Blue Gym Shorts Large | \$6.48 | |
| 1160 | T-Shirt 2XL | \$3.77 | | 1178 | Blue Gym Shorts XL | \$6.48 | |
| 1161 | T-Shirt 4XL | \$7.56 | | 1179 | Blue Gym Shorts XXL | \$6.48 | |
| 1162 | Briefs (1 pair) Medium | \$2.69 | | 308 | Shower Shoes (medium) | \$1.32 | |
| 1163 | Briefs (1 pair) Large | \$2.69 | | 309 | Shower Shoes (large) | \$1.32 | |
| 1164 | Briefs (1 pair) XL | \$3.77 | | 314 | Shower Shoes (XL) | \$1.32 | |
| 1165 | Briefs (1 pair) XXL | \$3.89 | | 1187 | Canvas Low-Top 7 | \$16.00 | |
| 303 | Boxer Shorts Medium | \$3.89 | | 1188 | Canvas Low-Top 8 | \$16.00 | |
| 304 | Boxer Shorts Large | \$3.89 | | 1189 | Canvas Low-Top 9 | \$16.00 | |
| 305 | Boxer Shorts XL | \$3.89 | | 1190 | Canvas Low-Top 10 | \$16.00 | |
| 1166 | Boxer Shorts 2XL | \$4.32 | | 1191 | Canvas Low-Top 11 | \$16.00 | |
| 1167 | Thermal Top Large | \$6.48 | | 1192 | Canvas Low-Top 12 | \$16.00 | |
| 1168 | Thermal Top XL | \$6.48 | | 1193 | Canvas Low-Top 13 | \$16.00 | |
| 1618 | Sweat Shirt Gray Large | \$14.50 | | 1621 | Sweat Pants Gray Large | \$14.50 | |
| 1619 | Sweat Shirt Gray X Large | \$15.75 | | 1622 | Sweat Pants Gray X Large | \$15.75 | |
| 1620 | Sweat Shirt Gray XX Large | \$17.25 | | 1623 | Sweat Pants Gray XX Large | \$17.25 | |
| | | | | 1624 | Knit Hat "Orange" | \$2.50 | |

| PERSONAL HYGIENE PRODUCTS | | | |
|--|--------------------------------------|--------------|----------------|
| <i>*T* in Taxable Column indicates 6% sales tax is included in price</i> | | | |
| CODE | ITEM DESCRIPTION | Price | TAXABLE |
| 1005 | Dove Unscented Soap | \$2.19 | T |
| 1094 | Lady Speedstick | \$4.14 | T |
| 1208 | Secret Deodorant Stick | \$4.49 | T |
| 1425 | St Eves Facial Cleaner 6 oz | \$8.40 | T |
| 1427 | Cloth Elastic Ponytail Holders 12 ct | \$3.55 | T |
| 1428 | Emery Nail Board (1) | \$0.50 | T |
| 1243 | Eye Shadow Brown 4pk | \$3.54 | T |
| 1244 | Eye Shad Lavender 4pk | \$3.54 | T |
| 1247 | Eye Shadow Stick - Azurene | \$5.31 | T |
| 1250 | Natural Foundation Light | \$3.54 | T |
| 1248 | Brown Mascara | \$3.96 | T |
| 1217 | Black Mascara | \$3.96 | T |
| 1252 | Eyeliners Deep Blue | \$2.00 | T |
| 1258 | Eyeliners Brow Black | \$2.00 | T |
| 1259 | Eyeliners Brow Brown | \$2.00 | T |
| 1260 | Brush Blush Brandywine | \$2.96 | T |
| 1261 | Brush Blush Rose | \$2.96 | T |
| 1099 | Lipstick Hot Red | \$2.00 | T |
| 1204 | Lipstick Cinnamon | \$2.00 | T |
| 1096 | Lipstick Arizona Clay | \$2.00 | T |
| 1097 | Lipstick Pink Frost | \$2.00 | T |
| 1098 | Lipstick Dark Wine | \$2.00 | T |
| 1206 | Tampax Regular 12ct | \$3.87 | T |
| 1207 | Tampax Super 12ct | \$3.87 | T |
| 1218 | Sanitary Napkins 16ct | \$2.16 | T |
| 1680 | Foundation Black Radiance | \$3.54 | T |
| 157 | Dark and Lovely Realxer | \$12.61 | T |
| 1385 | Oraline Hair Remover 4 oz | \$4.00 | T |
| 1731 | Foundation Medium | \$3.54 | T |
| CLOTHING PRODUCTS | | | |
| <i>Clothing is non-taxable up to \$100.00</i> | | | |
| CODE | ITEM DESCRIPTION | Price | TAXABLE |
| 1209 | Women's Panties Med | \$2.11 | |
| 1210 | Women's Panties Large | \$2.11 | |
| 1211 | Women's Panties X-Lag. | \$2.43 | |
| 1282 | Sports Bra Large | \$7.84 | |

ATTACHMENT H

Inmate Telephone System Upgrade Time-Line

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| ID | Task Name | Duration | Start | Finish | Aug '06 | Sep '06 | Oct '06 | Nov '06 | Dec '06 |
|----|---|----------|--------------|--------------|---------------|------------|--------------|------------|---------|
| | | | | | 30 6 13 20 27 | 3 10 17 24 | 1 8 15 22 29 | 5 12 19 26 | 3 10 17 |
| 1 | State of VT DOC CPE Implementation | 80 days | Mon 8/14/06 | Fri 12/1/06 | | | | | |
| 2 | Pre-Implementation | 76 days | Mon 8/14/06 | Mon 11/27/06 | | | | | |
| 3 | Planning | 5 days | Mon 8/14/06 | Fri 8/18/06 | | | | | |
| 4 | Integration Development / Testing | 30 days | Mon 8/21/06 | Fri 9/29/06 | | | | | |
| 5 | CPE Configuration / Delivery | 10 days | Mon 11/13/06 | Fri 11/24/06 | | | | | |
| 6 | Canteen Enhancements | 71 days | Mon 8/21/06 | Mon 11/27/06 | | | | | |
| 7 | Disallow users to change setting for "Print Check Number" | 18 days | Mon 8/21/06 | Mon 9/11/06 | | | | | |
| 8 | Automated Release Procedures Integration with PCS | 16 days | Mon 8/21/06 | Mon 9/11/06 | | | | | |
| 9 | Import files from bank | 26 days | Tue 9/12/06 | Tue 10/17/06 | | | | | |
| 10 | Ability to import Payroll information from a standard Excel Spreadsheet | 26 days | Tue 9/12/06 | Tue 10/17/06 | | | | | |
| 11 | Lock Box feature | 26 days | Tue 9/12/06 | Tue 10/17/06 | | | | | |
| 12 | Export Report Data to Excel | 28 days | Tue 9/12/06 | Tue 10/17/06 | | | | | |
| 13 | Ability to view SDS Invoice numbers in Canteen Manager | 5 days | Tue 10/17/06 | Mon 10/23/06 | | | | | |
| 14 | Allow users to create multiple credits for the same invoice | 5 days | Tue 10/17/06 | Mon 10/23/06 | | | | | |
| 15 | Modify Debt Collection process to collect XX% of total deposits to pay debt | 11 days | Mon 10/23/06 | Mon 11/6/06 | | | | | |
| 16 | Property module enhancements | 11 days | Mon 10/23/06 | Mon 11/6/06 | | | | | |
| 17 | Restrictions enhanced to handles dietary restrictions | 15 days | Tue 11/7/06 | Mon 11/27/06 | | | | | |
| 18 | Create a setting to not allow credit entry for items older than X days | 15 days | Tue 11/7/06 | Mon 11/27/06 | | | | | |
| 19 | Equipment Installation | 4 days | Mon 11/27/06 | Thu 11/30/06 | | | | | |

| | | | | | | |
|--|----------|--|-----------------|--|--------------------|--|
| Project: VT DOC Project Plan Overview Date: Wed 8/23/06 | Task | | Milestone | | External Tasks | |
| | Split | | Summary | | External Milestone | |
| | Progress | | Project Summary | | Deadline | |

| ID | Task Name | Duration | Start | Finish | Aug '06 | Sep '06 | Oct '06 | Nov '06 | Dec '06 |
|----|--|----------|--------------|--------------|---------------|------------|--------------|------------|---------|
| | | | | | 30 6 13 20 27 | 3 10 17 24 | 1 8 15 22 29 | 5 12 19 26 | 3 10 17 |
| 20 | Team 1 - North | 4 days | Mon 11/27/06 | Thu 11/30/06 | | | | | |
| 21 | Chittenden | 1 day | Mon 11/27/06 | Mon 11/27/06 | | | | | |
| 22 | Site Preparation / Cabling - PCS | 2 hrs | Mon 11/27/06 | Mon 11/27/06 | | | | | |
| 23 | Equipment Installation - PCS / AGM / CNS | 2 hrs | Mon 11/27/06 | Mon 11/27/06 | | | | | |
| 24 | System Testing - PCS / AGM | 2 hrs | Mon 11/27/06 | Mon 11/27/06 | | | | | |
| 25 | Customer Training - PCS | 2 hrs | Mon 11/27/06 | Mon 11/27/06 | | | | | |
| 26 | Site Cutover | 0 hrs | Mon 11/27/06 | Mon 11/27/06 | | | | | 11/27 |
| 27 | Swanton | 1 day | Tue 11/28/06 | Tue 11/28/06 | | | | | |
| 28 | Site Preparation / Cabling - PCS | 2 hrs | Tue 11/28/06 | Tue 11/28/06 | | | | | |
| 29 | Equipment Installation - PCS / AGM / CNS | 2 hrs | Tue 11/28/06 | Tue 11/28/06 | | | | | |
| 30 | System Testing - PCS / AGM | 2 hrs | Tue 11/28/06 | Tue 11/28/06 | | | | | |
| 31 | Customer Training - PCS | 2 hrs | Tue 11/28/06 | Tue 11/28/06 | | | | | |
| 32 | Site Cutover | 0 hrs | Tue 11/28/06 | Tue 11/28/06 | | | | | 11/28 |
| 33 | Newport | 1 day | Wed 11/29/06 | Wed 11/29/06 | | | | | |
| 34 | Site Preparation / Cabling - PCS | 2 hrs | Wed 11/29/06 | Wed 11/29/06 | | | | | |
| 35 | Equipment Installation - PCS / AGM / CNS | 2 hrs | Wed 11/29/06 | Wed 11/29/06 | | | | | |
| 36 | System Testing - PCS / AGM | 2 hrs | Wed 11/29/06 | Wed 11/29/06 | | | | | |
| 37 | Customer Training - PCS | 2 hrs | Wed 11/29/06 | Wed 11/29/06 | | | | | |
| 38 | Site Cutover | 0 hrs | Wed 11/29/06 | Wed 11/29/06 | | | | | 11/29 |

Project: VT DOC Project Plan Overview
Date: Wed 8/23/06

| | | | | | |
|----------|--|-----------------|--|--------------------|--|
| Task | | Milestone | | External Tasks | |
| Split | | Summary | | External Milestone | |
| Progress | | Project Summary | | Deadline | |

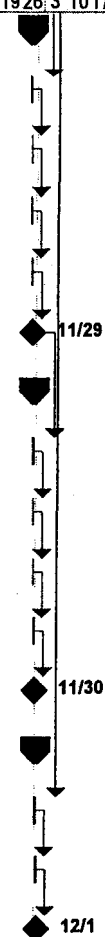
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| ID | Task Name | Duration | Start | Finish | Aug '06 | Sep '06 | Oct '06 | Nov '06 | Dec '06 |
|----|--|----------|--------------|--------------|---------------|------------|--------------|------------|---------|
| | | | | | 30 6 13 20 27 | 3 10 17 24 | 1 8 15 22 29 | 5 12 19 26 | 3 10 17 |
| 39 | St. Johnsbury | 1 day | Thu 11/30/06 | Thu 11/30/06 | | | | | |
| 40 | Site Preparation / Cabling - PCS | 2 hrs | Thu 11/30/06 | Thu 11/30/06 | | | | | |
| 41 | Equipment Installation - PCS / AGM / CNS | 2 hrs | Thu 11/30/06 | Thu 11/30/06 | | | | | |
| 42 | System Testing - PCS / AGM | 2 hrs | Thu 11/30/06 | Thu 11/30/06 | | | | | |
| 43 | Customer Training - PCS | 2 hrs | Thu 11/30/06 | Thu 11/30/06 | | | | | |
| 44 | Site Cutover | 0 hrs | Thu 11/30/06 | Thu 11/30/06 | | | | | 11/30 |
| 45 | Team 2 - South | 4 days | Mon 11/27/06 | Thu 11/30/06 | | | | | |
| 46 | Waterbury | 1 day | Mon 11/27/06 | Mon 11/27/06 | | | | | |
| 47 | Site Preparation / Cabling - PCS | 2 hrs | Mon 11/27/06 | Mon 11/27/06 | | | | | |
| 48 | Equipment Installation - PCS / AGM / CNS | 2 hrs | Mon 11/27/06 | Mon 11/27/06 | | | | | |
| 49 | System Testing - PCS / AGM | 2 hrs | Mon 11/27/06 | Mon 11/27/06 | | | | | |
| 50 | Customer Training - PCS | 2 hrs | Mon 11/27/06 | Mon 11/27/06 | | | | | |
| 51 | Site Cutover | 0 hrs | Mon 11/27/06 | Mon 11/27/06 | | | | | 11/27 |
| 52 | Windsor | 1 day | Tue 11/28/06 | Tue 11/28/06 | | | | | |
| 53 | Site Preparation / Cabling - PCS | 2 hrs | Tue 11/28/06 | Tue 11/28/06 | | | | | |
| 54 | Equipment Installation - PCS / AGM / CNS | 2 hrs | Tue 11/28/06 | Tue 11/28/06 | | | | | |
| 55 | System Testing - PCS / AGM | 2 hrs | Tue 11/28/06 | Tue 11/28/06 | | | | | |
| 56 | Customer Training - PCS | 2 hrs | Tue 11/28/06 | Tue 11/28/06 | | | | | |
| 57 | Site Cutover | 0 hrs | Tue 11/28/06 | Tue 11/28/06 | | | | | 11/28 |

| | | | | | | |
|--|----------|--|-----------------|--|--------------------|--|
| Project: VT DOC Project Plan Overview Date: Wed 8/23/06 | Task | | Milestone | | External Tasks | |
| | Split | | Summary | | External Milestone | |
| | Progress | | Project Summary | | Deadline | |

Handwritten initials/signature

| ID | Task Name | Duration | Start | Finish | Aug '06 | Sep '06 | Oct '06 | Nov '06 | Dec '06 |
|----|--|----------|--------------|--------------|---------------|------------|--------------|------------|---------|
| | | | | | 30 6 13 20 27 | 3 10 17 24 | 1 8 15 22 29 | 5 12 19 26 | 3 10 17 |
| 58 | Springfield | 1 day | Wed 11/29/06 | Wed 11/29/06 | | | | | |
| 59 | Site Preparation / Cabling - PCS | 2 hrs | Wed 11/29/06 | Wed 11/29/06 | | | | | |
| 60 | Equipment Installation - PCS / AGM / CNS | 2 hrs | Wed 11/29/06 | Wed 11/29/06 | | | | | |
| 61 | System Testing - PCS / AGM | 2 hrs | Wed 11/29/06 | Wed 11/29/06 | | | | | |
| 62 | Customer Training - PCS | 2 hrs | Wed 11/29/06 | Wed 11/29/06 | | | | | |
| 63 | Site Cutover | 0 hrs | Wed 11/29/06 | Wed 11/29/06 | | | | | 11/29 |
| 64 | Rutland | 1 day | Thu 11/30/06 | Thu 11/30/06 | | | | | |
| 65 | Site Preparation / Cabling - PCS | 2 hrs | Thu 11/30/06 | Thu 11/30/06 | | | | | |
| 66 | Equipment Installation - PCS / AGM / CNS | 2 hrs | Thu 11/30/06 | Thu 11/30/06 | | | | | |
| 67 | System Testing - PCS / AGM | 2 hrs | Thu 11/30/06 | Thu 11/30/06 | | | | | |
| 68 | Customer Training - PCS | 2 hrs | Thu 11/30/06 | Thu 11/30/06 | | | | | |
| 69 | Site Cutover | 0 hrs | Thu 11/30/06 | Thu 11/30/06 | | | | | 11/30 |
| 70 | Post-Installation | 1 day | Fri 12/1/06 | Fri 12/1/06 | | | | | |
| 71 | System Testing - PCS / AGM | 4 hrs | Fri 12/1/06 | Fri 12/1/06 | | | | | |
| 72 | Customer Training - Refresher | 4 hrs | Fri 12/1/06 | Fri 12/1/06 | | | | | |
| 73 | Acceptance | 0 days | Fri 12/1/06 | Fri 12/1/06 | | | | | 12/1 |



| | | | | | | |
|--|----------|--|-----------------|--|--------------------|--|
| Project: VT DOC Project Plan Overview Date: Wed 8/23/06 | Task | | Milestone | | External Tasks | |
| | Split | | Summary | | External Milestone | |
| | Progress | | Project Summary | | Deadline | |

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ATTACHMENT I

Inmate Telephone Rate Chart

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State of Vermont

Inmate Telephone Calling Rates

Rates do not include local state or federal taxes.
Rates subject to other surcharges.

Collect Calling Information

| Collect Call Rates | Collect Call Rates | | |
|--------------------|---|-----------------|------------|
| | Call Type | Operator Charge | Per Minute |
| | Local Call | \$1.40 | \$0.072 |
| | IntraState (In-state Long Distance) | \$1.40 | \$0.230 |
| | InterState (Out-of-state Long Distance) | \$3.25 | \$0.500 |
| | International | \$3.95 | \$0.890 |

Pre-Paid Collect Calling Information

| Pre-Paid Collect Call Rates | Collect Call Rates | | |
|-----------------------------|---|-----------------|------------|
| | Call Type | Operator Charge | Per Minute |
| | Local Call | \$1.40 | \$0.07 |
| | IntraState (In-state Long Distance) | \$1.40 | \$0.23 |
| | InterState (Out-of-state Long Distance) | \$3.25 | \$0.50 |
| | International | \$3.95 | \$0.89 |

Debit Calling Information

| Debit Call Rates | Debit Call Rates | | |
|------------------|---|----------------|------------|
| | Call Type | Connect Charge | Per Minute |
| | Local Call | \$0.75 | \$0.06 |
| | IntraState (In-state long distance) | \$0.75 | \$0.14 |
| | InterState (Out-of-state long distance) | \$0.75 | \$0.14 |
| | International | \$1.80 | \$0.48 |

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