

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, [REDACTED] (hereinafter called "State"), and [REDACTED], with a principal place of business in [REDACTED], (hereinafter called "Contractor"). Contractor's form of business organization is [REDACTED]. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

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

3. **Maximum Amount.** In consideration of the 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 \$0.00.

4. **Contract Term.** The period of Contractor's performance shall begin on [REDACTED], 20 [REDACTED] and end on [REDACTED], 20 [REDACTED]. This contract may be extended for up to two, one-year periods at the States discretion.

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

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. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

a. For the Contractor:

Name: [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

b. For the State:

Name: [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

9. **Attachments.** This contract consists of [REDACTED] pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form
(revision date 12/07/2023)

Attachment D-1 – Information Technology Professional Services Terms and Conditions
(revision date 01/12/2024)

Attachment D-2 – Other Provisions

Attachment E – Business Associate Agreement

Attachment F – Agency of Human Services’ Customary Contract/Grant Provisions

10. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

(1) Standard Contract

(2) Attachment D-1

(3) Attachment D-2

(4) Attachment C (Standard Contract Provisions for Contracts and Grants)

(5) Attachment A

(6) Attachment B

(7) Attachment E

(8) Attachment F

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Nicholas Deml

Name: _____

Title: Commissioner

Title: _____

ATTACHMENT A – STATEMENT OF WORK

Attachment A – Statement of Work will differ if multiple awards are made as a result of this RFP. All insurance requirements will apply to all agreements made

2.1 General Requirements

The following requirements will apply to all products and solutions proposed in response to this RFP. Bidders may enter a bid on one or more portions of the scope of work. If not entering a bid on the complete scope of services, bidder must demonstrate its ability to integrate with other contractor's systems performing other functions listed:

- 2.1.1 All persons who enter Vermont Correctional Facilities must first pass a background check as required.
- 2.1.2 The following objectives must be met for a contract to result from this process:
 - To provide DOC with an automated incarcerated individual accounting solution that meets all business requirements and addresses the accounting needs of the DOC. The contractor must support their own software. Technical support must be provided 24 hours a day, 7 days a week and 365 days a year by the Contractor.
 - The bidder will provide, support and maintain any software, hardware, interfaces, and communications infrastructure required to operate the incarcerated individual account solution. NOTE: Bidders must provide their own Internet connectivity, e-mail, and account management.
 - To deliver high quality commissary services to the incarcerated individuals of the DOC. The contractor will provide weekly delivery at minimum to each of the six6 locations per an agreed upon schedule.
 - Commissary service will be provided from a secure off premises service center.
 - To operate the commissary service program and the incarcerated individual accounting system in a cost effective manner and at no cost to the DOC. The DOC will provide minimal staff to support the program.
 - To maintain an open collaborative relationship with the administration and staff of the DOC as well as any other State agencies and departments deemed necessary by the DOC.
 - To maintain and provide the State a market price philosophy with regard to the retail selling price of the commissary items (no price will be higher than what a local convenience store charges for the same/similar item). Contractor may be required to provide notification and justification to incarcerated population when pricing changes are implemented.
 - To enter into a contract with an experienced contractor who can provide documented experience in the field of incarcerated individual accounting

- systems, technology solutions, and incarcerated individual commissary services, specifically for facilities the size and scope of the DOC.
- 2.1.3 Bidder will furnish evidence of an acceptable staffing plan, identifying the background of the responsible staff, job descriptions, and written work plan that demonstrates the ability of the contractor to fulfill the requirements of this RFP. For reasons of security, the DOC reserves the right to approve all system administration personnel who have access to the system and to conduct background investigations of all assigned system administration contractor employees.
 - 2.1.4 The bidder must provide a single point-of-contact for any service outage or remedial maintenance issue that may arise 24 hours per day, 7 days per week, and 365 days per year. Bidder will provide a 24-hour, toll-free service number. A live customer service representative must be available at all times for service calls. All service requests must result in an immediate trouble ticket generation with severity level assignment. Trouble tickets must track all activities related to the service call, including resolution time and method and follow up communication to the State will be done documenting completion.
 - 2.1.5 The system(s) must be capable of processing a data import including, but not limited to, a .csv file format.
 - 2.1.6 Bidders will document their ability to communicate between multiple bidders.
 - 2.1.7 The system(s) must allow for highly configurable daily, weekly, or monthly scheduled imports from external data sources.
 - 2.1.8 The system(s) must allow the secure transmission of selected files/information to community/outside entities.
 - 2.1.9 The system(s) must have 24/7 availability.
 - 2.1.10 The system(s) must have a 99.9% uptime including all scheduled and unanticipated updates.
 - 2.1.11 The system(s) must have the ability to handle 60+ concurrent users with sub-second response times for transactions; appropriate (approved) response times for reports.
 - 2.1.12 The bidder will provide their on-site repair time, method, and proposed level of services for the locations. Bidder will detail their ability to handle emergencies including a communication plan and timeline. Bidder will provide an escalation plan with their proposal.
 - 2.1.13 Bidder will have an automated tracking system for problem requests as they are opened, updated, and closed by the field technicians, providing detail to show the problem and final resolution of said problem. Should the escalation plan as provided by the bidder not be followed explicitly, the bidder will be liable for lost commissions during times that phones were in need of repair and not properly operating. The lost commission will be calculated by multiplying the average number of calls for each call type x (multiplied by) the then prevailing calling rates x the commission rate. The specific commission will be calculated by the State and the State will advise the bidder of all commissions due. The bidder will pay the calculated lost commission with the next commission payment due the State. Bidder will be allotted time between the notification and the next commission payment to validate the lost commission.

- 2.1.14 The bidder must provide the State with a complete list of business, cellular, and pager numbers for its contractors/subcontractors, managers, administrators, technicians, etc; the bidder's management home and emergency telephone numbers must also be furnished.
- 2.1.15 The bidder must provide a copy of the company's current repair procedure policy for both normal maintenance and emergency outages as it relates to your proposal.
- 2.1.16 Bidder will have the ability to remotely diagnose and repair the systems covered in this RFP. Repair technicians must have remote access to all system controls via a secured Wide Area Network (WAN) or modem connection supplied by the bidder at no cost to the State.
- 2.1.17 The system software should provide continuous self-test diagnostics without State personnel intervention. When the system detects a problem, alarms indicating system malfunctions and network problems should be sent to the bidder. The system software should include remote diagnostic programs to indicate the operational status of critical system components.
- 2.1.18 The bidder will provide continuous on-line diagnostics and continuous supervision, as well as local remote offline system control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and program control will be accessible via a secured Wide Area Network (WAN) or modem connection by service center personnel and will provide failure reports, service history, and other diagnostics.
- 2.1.19 The bidder will provide a complete solution for one or more services, including all equipment, software, and infrastructure necessary to provide the services required in this RFP. These services include, but are not limited to, telephone sets, kiosks, handheld devices, commissary vending machines, and any/all necessary wiring, connectors, jacks, security, and monitoring systems/equipment. Installation and maintenance will be performed in accordance with the manufacturer's specifications. This includes expansion of any existing location or newly constructed location throughout the state.
- 2.1.20 The bidder will be responsible for all equipment, software, and infrastructure including bidder network and connectivity in its entirety or its individual components including, but not limited to, normal wear/use, incarcerated individual abuse, natural disaster, or incarcerated individual unrest. System or component or replacement will be performed at no cost to the State and will occur immediately upon notification to the bidder of the system problem by the Location or State designee.
- 2.1.21 Any and all equipment in areas accessed by incarcerated individuals will be sturdy, vandal resistant, and composed of durable, tamper-free equipment suitable for a detention environment. The equipment must contain no removable parts. Telephones for the ITS solution will be non-coin.
- 2.1.22 Solution hardware must be of detention grade quality; tamperproof user end equipment is required; a minimum of moving, removable, metallic parts, or any object which could be used as or fashioned into an offensive item, must not be present at the user end in the solution.

- 2.1.23 Units providing input will have a tamperproof functionless keyboard with internal track balls and industry standard shatterproof monitor.
- 2.1.24 All cables and power cords must be stored in a secure manner.
- 2.1.25 Equipment with enabled video playback will have an internal speaker.
- 2.1.26 Ability to secure all access ports and/or connections with lockable doors or behind/under secured unit.
- 2.1.27 Solution will contain incarcerated individual usage tracking.
- 2.1.28 Kiosks and handheld devices will have simplified or one-touch updating process to update materials on a quarterly basis.
- 2.1.29 All equipment will be compliant with American Disability Act (ADA) guidelines.
- 2.1.30 All equipment and systems/software provided as part of bidder's solution will be compatible with existing owned equipment for the purposes contained within this RFP. If bidder solution is not compatible with existing equipment (ex: handheld devices/ tablets), bidder will provide a comparable replacement in addition to existing state- or incarcerated individual-owned equipment.
- 2.1.31 In your proposal, describe all components of your solution including hardware, software, networking, infrastructure, storage, archiving, etc. including physical size and descriptions of all equipment/hardware. Describe your approach to maintaining and supporting the solution components including version upgrades, patches, hardware upgrades, and replacement plan, network connectivity, backups, retention strategy, disaster recovery, redundancy, and change management.
- 2.1.32 The bidder must indicate any environmental conditions required for the proposed solution. This will include any air conditioning or heating requirements for equipment provided. The bidder may be required to supply the necessary heating or cooling system.
- 2.1.33 For each location installation, the bidder will submit an implementation plan which will include a proposed installation schedule. The plan, including quantities of equipment, must be approved by DOC before initiation and any updates or changes to this plan must be submitted to and approved by DOC. Please note that any and all installations will be accomplished during normal business hours at each location or as directed by the location's onsite Superintendent.
- 2.1.34 The bidder will adhere to all applicable State, Agency, and Departmental IT policies and procedures regarding information protection and security. The proposed solution must be approved by the Agency Security Director, including risk assessments as required.
- 2.1.35 The system must conform to State security standards and protocols. A list of the Agency of Human Service security policies can be found at [Rules & Policies | Agency of Human Services \(vermont.gov\)](#) and a list of State of Vermont security policies can be found at [Policies | Agency of Digital Services \(vermont.gov\)](#) The system must be developed using application and database best practices. As part of the proposal the bidder must state what development and project management methods and practices they intend to use and cite detailed examples of past successes using these methods

- 2.1.36 The bidder must obtain the State's written permission before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause and structural damage.
- 2.1.37 Use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the location are at the risk of the bidder. No exposed wiring will be permitted. Ownership of any wiring or conduit placed under this Agreement by the successful bidder becomes the State's property upon termination and/or expiration of the Agreement.
- 2.1.38 The bidder agrees that, should any cabling work be required as part of any installation, all new cable will be used and marked clearly and legibly at both ends, and must meet all applicable EIA/TIA wiring standards for commercial buildings. All new cabling required by the bidder will be installed by the bidder at no cost to the State.
- 2.1.39 The bidder will restore to original condition, as its own cost, any damage to the State's property caused by maintenance, installation, or removal by personnel associated with the bidder including, but not limited to, repairs to walls and ceilings.
- 2.1.40 The bidder will clean up and remove all debris and packaging material resulting from work performed.
- 2.1.41 The bidder will provide and install adequate surge and lightning protection equipment on all equipment used robust enough in order to support the bidder provided system/equipment for thirty (30) minutes in the event of a power outage. This will include an uninterruptable power supply (UPS) for the switch, if required. UPS units must be adequate for the size of each location. Adequacy must be documented based on UPS manufacturer's recommendations. The bidder must provide, install, and maintain (according to manufacturer's specification) all UPS equipment at each of the locations. The bidder must replace all UPS equipment upon expiration of the manufacturer's life cycle of the installed product. The use of traditional "power strips" for surge protection is not acceptable.
- 2.1.42 The bidder has the responsibility for all aspects of the coinless telephones, such as acquisition, installation, operation, service, and maintenance. The DOC will be responsible only for making the space for the telephones available to the successful bidder. The DOC will not be obligated to make any improvements to the space provided for the telephones and/or bidder equipment.
- 2.1.43 Upon completion of initial installation and ongoing installations, bidder must provide the State with a list of identifying information for all equipment including, but not limited to, serial numbers, make/model, telephone numbers, and locations of each unit.
- 2.1.44 The bidder must provide reporting and querying methods and capabilities which provide maximum flexibility and speed. The bidder must describe in their response the reporting capabilities of the system including, without limitation, the ability of the system to access reports or a subset of reports to designated DOC personnel by password or other structured access and how this will be

- accomplished. Proposals must include sample reports and a description of what ad hoc querying/reporting ability is present in all systems outlined in this RFP.
- 2.1.45 If multiple systems are included in this RFP as a solution, all systems contained within this RFP must have the capability to interface with all others in order to provide the maximum level of service and scalability. Please explain how your solution is capable of transferring monies, purchase information, and other data for a seamless user experience. Any systems contained in this solution must be capable of receiving interface data from DOC's Offender Management System (OMS) for current placement and transfer of incarcerated individuals between locations.
- 2.1.46 Please provide details on auditing capabilities/report within each identified solution.
- 2.1.47 Describe what component redundancy is provided to limit or virtually eliminate system downtime due to hardware component failure.
- 2.1.48 Off-site storage of all data will be in a minimum of three (3) locations to avoid any possibility of call detail records being lost. The bidder must provide the State with the specifics on these locations and the frequency the data is backed up. Data will be stored for seven (7) years unless given to the State at the termination or cancellation of any contract which may result from this RFP.

Transition Plan

- 2.1.49 The bidder will work with the State and the incumbent bidder to ensure an orderly transition of services and responsibilities under the Agreement and to ensure the continuity of the services required by the State.
- 2.1.50 Upon expiration, termination, or cancellation of the Agreement, the bidder will cooperate in an orderly transfer of responsibility and/or the continuity of the services required under the terms of the Agreement to an organization designated by the State.
- 2.1.51 The bidder must propose a transition plan that minimizes lost revenue to the State for a smooth "cutover" to the new system.
- 2.1.52 The bidder(s) must propose a transition plan that minimizes lost funds to the incarcerated individuals.
- 2.1.53 The bidder(s) must propose a transition plan to offboard existing subscription services and transition downloaded content from existing bidder to the new solution if applicable.
- 2.1.54 The bidder(s) solution must have the ability to store legacy information as determined by the State in accordance with State records retention schedules. The bidder(s) must state how the current system(s) database information including incarcerated individual profiles and call records will be converted from the existing system and imported into the new system. Data to be converted includes incarcerated individual accounting history, commissary orders, telephone usage, etc.
- 2.1.55 The contractor must provide a transition plan to convert existing and historical data housed in current systems to data within the new system(s).

- 2.1.56 The bidder acknowledges all data contained within the proposed solution will be the property of the State and will be provided to the State by the bidder within 90 days of request or termination of the contract. The data will be in a format specified by, and at no cost to, the State.
- 2.1.57 The bidder agrees to remove its equipment at the conclusion of the contract in a manner that will allow the reuse of that wire distribution.
- 2.1.58 The bidder agrees the workstations and associated infrastructure will become the property of the State at the expiration, cancellation, or termination of this contract.
- 2.1.59 The bidder will discontinue providing service or accepting new assignments under the terms of the contract, on a date specified by the State. The bidder agrees to continue providing all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination, or cancellation date.
- 2.1.60 Commissions will be due and payable by the bidder to the State at the compensation rate provided in the contract until collect, debit, and/or pre-paid calls are no longer handled by the bidder (Not to exceed ninety (90) days).
- 2.1.61 As locations complete the user acceptance testing, the bidder and State will mutually agree upon the billing start date. This start date may vary from location to location depending on the completion of the “system functionality testing”.
- 2.1.62 The bidder will provide training to the State’s staff at each location sufficient to enable State staff to successfully use the system. Additional training will be provided to new staff assigned during the Agreement period at no cost to the State.
- 2.1.63 Training documentation will be provided to the State’s staff at all training meetings at no cost to the State, including at least one hard copy per site. All manuals will become the property of the State.
- 2.1.64 Informational pamphlets will be available for incarcerated individuals relative to the applicable features and functionalities of the ITS, when requested by the State at no cost to the State.

3. Incarcerated individual Telephone Service (ITS) Requirements

- 3.1.1 The ITS will be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling.
- 3.1.2 Either party will report to the other party any misuse, destruction, damage, vandalism, liability, etc. to the ITS within 24 hours.
- 3.1.3 All issues surrounding the ITS service will be reported by the bidder to a contact specified by the DOC within 4 hours.
- 3.1.4 The bidder agrees the workstations and associated infrastructure will become the property of the State at the expiration, cancellation, or termination of this contract. All call records, documentation, reports, data, etc. that are contained in the incarcerated individual telephone system are exclusive property of the State and will be provided on demand.
- 3.1.5 Each call, having been identified as being placed through the bidder's ITS, will be delivered to the called party as a collect call, debit, and/or pre-paid call. Please describe your company's methodology to accomplish this.
- 3.1.6 The bidder will subscribe to the Line Information Data Base (LIDB) for validation purposes. The bidder will query this database for each incarcerated individual call and process only those calls which do not have Billed Number Screening (BNS) or Billed to Numbers (BTN). The bidder must assume all responsibilities for the cost of the validation.
- 3.1.7 Telephone station equipment will be powered by the telephone line and require no additional power source. A power source will be available at the demarcation location. Bidders may be required to identify the demarcation location for each location.
- 3.1.8 In the case of the loss of commercial power and the failure of the UPS, the ITS must automatically restrict or "shut off" all incarcerated individual telephones so that no incarcerated individual calls can be made until commercial power is restored and access is once again provided to the State.
- 3.1.9 The bidder will provide enough telephone lines to the ITS to prevent incarcerated individuals from receiving busy signals no more than 0.5% of the time.
- 3.1.10 The bidder will provide telephone reception quality equal to the highest level of toll quality offered to the general public and will meet telecommunication industry standards for service quality.
- 3.1.11 The bidder will provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs, person who are deaf, persons with physical impediments, and person who are blind. Systems must be provided which are compatible with Telephone Devices for the Deaf (TDD),

voice activated and/or Brail. ADA accommodations requiring hardware such as over the ear headphones will be provided to the incarcerated individuals at no cost to the incarcerated individuals or the State. The bidder will offer both over the ear and ear bud style headphone options, both at no cost to the individual and both available without ADA communications plan. The State must pre-approve any charges for these items to the Incarcerated Individual.

- 3.1.12 A minimum of twenty percent (20%) of the telephone sets must have the ability for amplification or volume control the bidder will accept the State's decision regarding whether the reception quality meets industry quality standards.
- 3.1.13 The ITS will monitor the switch hook of the incarcerated individual telephones and, if the switch hook is depressed at any time, the call will be disconnected, or an internal dial tone should be activated to prevent fraud. The bidder must assume all responsibility for fraud.
- 3.1.14 In all circumstances, the service will limit the incarcerated individual to a single call request. The service will always require the incarcerated individual to disconnect and initial another call.
- 3.1.15 The proposed system must guard against "hook-switch dialing" and other fraudulent activities.
- 3.1.16 The proposed system must prevent the incarcerated individual from receiving a second dial tone or "chain dialing".
- 3.1.17 During the call set up process, the ITS will provide a pre-recorded announcement identifying that the call is coming from a specific incarcerated individual at the location.
- 3.1.18 The proposed system must brand each call with the name of the location and the incarcerated individual placing the call.
- 3.1.19 The ITS will have a fraud prevention feature. This feature will randomly interject pre-recorded announcements throughout the duration of the conversation. The proposed system must continue to play the brand recording at irregular intervals throughout the call.
- 3.1.20 The ITS must offer the called party an option to receive a rate quote during the call set-up process.
- 3.1.21 All collect calls, including debit and pre-paid calls, must be clearly identified as a collect call to the called party. This recording must be heard by the called party and be free of any toll charges. Each call (whether collect, pre-paid, or debit) will include the following announcement: "This call may be monitored and recorded." The bidder must indicate how much time is allowed for the incarcerated individual to record his/her name when placing a call and how many times the system will play the message to the called party prior to termination.
- 3.1.22 Call acceptance by the called party will be accomplished for all collect, debit, and pre-paid calls through caller confirmation (positive acceptance). Voice recognition is not an acceptable method for positive call acceptance. The ITS will

be able to recognize and distinguish standard or irregular busy signals, standard or irregular ringing signals, answering machines, cellular telephones, pagers, operator intercepts, quick disconnects, chain dialing, no voice for called party, etc. The bidder will provide information on how the proposed ITS will meet this requirement.

- 3.1.23 The ITS will have the capability of answer detection.
- 3.1.24 The proposed system must detect the difference between an accepted call, answering machine, busy signal, or other telephone activity.
- 3.1.25 The ITS will process calls on a selective linguistic basis: English, Spanish, and French. The incarcerated individual must be able to select the preferred language utilizing a simple code. The bidder will indicate whether the called party can also select the preferred language for call prompts. Written dialing instructions in both English and Spanish must be permanently and prominently displayed on each incarcerated individual telephone.
- 3.1.26 The ITS will provide a recording back to the incarcerated individual which details why a call was not completed. Please provide a list of the available recordings for approval by the State.
- 3.1.27 The bidder will indicate how calls to rotary telephones are handled to ensure completion of all calls.
- 3.1.28 The ITS will allow multiple operators simultaneous access while maintaining adequate security to prevent unauthorized use and access.
- 3.1.29 The bidder will have the capability to establish an “informant” line. Calls to the “informant” line will be free and will be routed via the ITS to a destination designated by the State. If so, requested by the State, the destination for the “informant” line may be an automated voicemail box. This call should not be a charge to the incarcerated individual.
- 3.1.30 The telephone network services provided by the bidder will not be capable of being detected by the called party for calling number identification (caller ID).
- 3.1.31 The ITS will prohibit direct-dialed calls of any type.
- 3.1.32 The ITS will prohibit access to “411” information service.
- 3.1.33 The ITS will prohibit access to any toll free and/or pay per services lines.
- 3.1.34 The ITS will prohibit access to multiple long-distance carriers via 950, 800, and 10 10-XXX numbers.
- 3.1.35 The ITS must be able to prevent incarcerated individuals from circumventing the telephone systems, i.e. using the “con” line.
- 3.1.36 The ITS must be able to shut down quickly and selectively. The State must be able to shut down the ITS manually by cut-off switches at several locations including, but not limited to:
 - At demarcation location – total location telephones

- By central control center – select telephones
 - By select housing units – control center
- 3.1.37 The proposed system must be programmed for auto shut-off at times designated by the DOC. Specific phones or groups of phones must have the ability to be programmed independently for auto shut-off. The DOC personnel must be able to manually and immediately shut down the system in case of emergency, allowing all calls in progress to be completed before system shuts down if desired.
- 3.1.38 The ITS will be able to take an individual station out of service without affecting other stations or units.
- 3.1.39 The ITS will prevent all incarcerated individual telephones from receiving any incoming calls. The bidder agrees that no incarcerated individual telephone will be capable of receiving an incoming call and the bidder will work with the local exchange carriers (LECs) to ensure such control.
- 3.1.40 The ITS, upon detection of the three-way call (call forwarding and conference call, etc) will have the capability to terminate the call immediately. The ITS will play a message to the incarcerated individual or called party prior to terminating the call.
- 3.1.41 The proposed system must detect and prevent three-way or conference calls.
- 3.1.42 The ITS will have the capability to detect and terminate Remote Call Forwarding calls. If the bidder's ITS will not detect Remote Call Forwarding, please provide the status of bidder's research and development relative to detection of Remote Call Forwarding.
- 3.1.43 The incarcerated individual's call will be muted until the called party has positively accepted the call. The ITS must not allow the incarcerated individual to hear the called party prior to the actual positive acceptance of the call.
- 3.1.44 The proposed system must not allow the incarcerated individual to communicate with the called party until the called party has actively accepted the call.
- 3.1.45 The ITS will be capable of limiting the length of a call, providing the dial tone at certain times of the day, and allowing a maximum number of minutes per incarcerated individual per month.
- 3.1.46 The bidder will provide information on any additional or optional features, investigative or management systems or tools provided that may be of interest to the State (i.e. word recognition/keyword search, reverse look-up, visitation phone recording, etc). Please ensure a complete description of the application features is included. Also, detail any cost associated with the additional or optional features described.
- 3.1.47 The proposed system must detect any extra digits dialed by the incarcerated individual after the party has accepted the call.
- 3.1.48 The proposed system must allow call blocking of specific numbers by Incarcerated individual Personal Identification Numbers (PINs), telephones, or

group of telephones. The proposed system must alert the called party of the local charge for the call and the per-minute cost if it is a long-distance call prior to acceptance.

- 3.1.49 The DOC personnel must be able to manually and immediately shut down the system in case of emergency, allowing all calls in progress to be completed before system shuts down if desired.
- 3.1.50 The proposed system must be password protected to permit only appropriate location personnel access to the system and provide records of user activity upon request.
- 3.1.51 The proposed system must describe how your solution handles authentication for the authorization of incarcerated individual calls. This system must have a verifiable installation/operational history in other correctional institutions for no less than one year, in order to be considered. Upon initialization of the first outgoing telephone call, the system must automatically prompt the incarcerated individual to make sample voiceprints of their name. Upon completion of the samples, the system must make a recording of the voiceprint that will later be used to initiate all future calls by the incarcerated individual.
- 3.1.52 Explain in detail the entire process of Incarcerated individual Personal Identification Numbers (PINs) and voice print recognition administration. Include the following:
 - Number of digits in an Incarcerated individual PIN
 - Method and procedures of assigning or changing of Incarcerated individual PINs
 - Method of input of the Incarcerated individual PINs and permitted telephone numbers
 - Methodology/technology used for voice recognition
 - How bidder will handle exception, quick-turn-around situations
 - Proposed location of the central processor
 - Security procedures that will be used in the entry of Incarcerated individual PINs and voice recognition process
 - Minimum and maximum number of Incarcerated individual PINs and voice recognition number available per system (site/institution)
 - Minimum and maximum number of destination telephone numbers assignable to each of Incarcerated individual PIN and voice recognition
 - Describe the capability of the system to restrict aspects of incarcerated individual calling privileges and whether or not such restrictions can be imposed globally, by site, by housing unit, by Incarcerated individual PIN and voice recognition, by telephone, by called number

- Describe the method by which staff may retrieve and listen to actual voice verifications as needed
 - Provide a complete list of verifiable installation/operational history in other correctional institutions for no less than one year.
- 3.1.53 The proposed system must have the capability to assign approved calling numbers according to Incarcerated individual PINs.

3.2 Call Monitoring & Recording

- 3.2.1 The proposed system will maintain 45 days of call recording.
- 3.2.2 The DOC requires the monitoring and recording of all calls simultaneously for the location. The call monitoring and recording system will be designed to provide locations with incarcerated individual call control in recording.
- 3.2.3 Location personnel must be able to search call recording by dialed number, date, time, incarcerated individual account, or site ID.
- 3.2.4 Location personnel must be able to simultaneously listen to and record conversations.
- 3.2.5 Recordings must be backed up for archival for a minimum of three (3) years beyond the expiration or termination of the contract. Archival will include metadata that enables identification and retrieval of specific calls.
- 3.2.6 Recording system must be centralized and housed at the location.
- 3.2.7 The DOC requires the ability to provide retrieval and listening within specified locations.
- 3.2.8 Bidder must provide signage on each phone stating the call will be monitored and recorded.
- 3.2.9 The DOC requires the ability to extract recorded phone messages. Please provide details of how this function will work.
- 3.2.10 Provide any additional details of the proposed system and adaptability relevant to this RFP.
- 3.2.11 The State requests the bidder to support both debit and pre-paid applications at all locations. The applications must include, but not be limited to, the following:
- The debit/incarcerated individual based pre-paid application will work with the ITS provided.
 - The debit application will interface with the proposed incarcerated individual accounting system for ease of transfer of money from the incarcerated individual balance account to the Incarcerated individual ITS account.
 - The bidder will provide information on how the ITS handles debit balances if an incarcerated individual is transferred from one State location to another.

- The pre-paid application will allow for prepayment to a specific incarcerated individual account or a member of incarcerated individual's PIN and will be specific to an incarcerated individual's PIN.
 - Upon release of an incarcerated individual, the balance of the incarcerated individual's pre-paid calls will be refunded at the same time as the incarcerated individual's account balance.
 - The ITS will provide the incarcerated individual with the balance of their debit and/or incarcerated individual based pre-paid account at the time of the call.
 - The debit/incarcerated individual based pre-paid application will allow international calls. The bidder will propose international calling rates.
- 3.2.12 The ITS will store all call detail records, including all attempted and completed call. This data will be stored at the bidder sites for the term of the contract plus three years after contract expiration or termination.
- 3.2.13 The State will have access to all call details records from the workstations(s) or remote computers. The workstation(s) will provide the capability to copy or export the Call Detail Records onto a Compact Disc (CD and/or DVD) or other media/hardware.

3.3 ITS Reporting Requirements

- 3.3.1 Monitoring reports that can be provided or sorted by any or all of the following criteria will include, but not be limited to:
- Daily statistical reports
 - Location name
 - Originating number
 - Terminating number
 - Date of call
 - Time of call
 - Length of call
 - Type of call
 - Incarcerated individual PIN number.
 - Frequently called numbers (for all numbers called more than 5 times in one day)
 - Common numbers called (for all numbers called by more than one incarcerated individual)
 - Originating station
 - Bill type

3.3.2 Billing reports that can be provided or sorted that contain the following criteria:

- Call detail report
- Amount charged per call.
- Gross revenue
- Daily statistics
- Monthly statistics
- Called party/number accepting report.
- Fraud/velocity report
- Separate location totals and statistics
- Total calls
- Calls by date
- Calls by time of day
- Length of a call

3.3.3 The ITS will be capable of providing specific information for tracking incarcerated individual calling activities and calling patterns by individual telephone numbers. The following reports will be available for monitoring purposes:

- PINs per incarcerated individual or identifying number.
- Calls by Incarcerated individual PIN or other identifying number.

3.3.4 The ITS will provide the capability to customize reports in a form specified by the State.

3.3.5 The ITS will provide reporting capabilities to reconcile commission payments.

3.3.6 The bidder will supply call details reports to the DOC. These reports will contain a variety of call information and customizable to suit the DOC's needs.

3.3.7 Standard reports must include:

- Frequently Dialed Numbers
- 3-Way Call Attempts
- Call Volume by Telephone

3.3.8 Bidder will supply monthly revenue reports by individual location.

3.3.9 Proposals must include samples of call details and other standard reports.

3.3.10 Contractor will include any and all financial offerings in response to this RFP.

3.3.11 Please provide the following information at minimum:

- Details of billing/invoicing and payment methods and schedules

- Commission rate to be remitted and net sales calculations.
- Sample monthly commission statements

3.3.12 Wire or ACH are preferred methods of commission receipts.

3.3.13 The DOC will not accept any proposals containing commission rates less than 30% of commissary sales net of sales tax, postage stamps, or less than two cents per billable minute commission on all debit, collect, and pre-paid collect incarcerated individual telephone calls.

4. Incarcerated individual Accounting and Commissary Requirements

4.1 Solution must allow the DOC to open an account for an incarcerated individual at time of booking and enter into the system the amount of money in their possession at that time via interface to the existing DOC OMS. The following data must be captured during the booking process:

- Account number
- Name
- Date of Birth
- Gender
- Location
- Status (Active or Non-Active)

4.2 The solution must allow for the following transactions to take place at the intake screen:

- Charge receivable such as medical fees, copying fees, postage, etc.
- Sell commissary packs
- Place restrictions on incarcerated individual orders

4.3 Once the account is open, the solution must enable the following to occur:

- Add funds, draw funds, (check, EFT/Debit Card or both)
- Close the account and pay the balance by check or EFT/Debit Card
- Close multiple accounts printing out one check
- Deduct commissary purchases and other charges in a live time environment
- Process credits
- Change incarcerated individual location, individually or in groups
- Assign a permanent ID used by the existing DOC OMS for an incarcerated individual that will allow an account to be reopened and allow for the ability for debts to be tracked across multiple incarcerations (NOTE: This function will require an interface to the DOC OMS).

- Add incarcerated individual information to control commissary purchases (such as medical and disciplinary restrictions and indigent status)
 - Provide a complete audit trail of all transactions including scheduled and unannounced audits of the incarcerated individual accounts by the DOC to insure the integrity and accuracy of the accounts
 - Once an account is closed, restrict access to the account to specified DOC users
 - System should have a mechanism to flag potential duplicate users based on criteria set by the state such as DOB, Name, etc. upon import of data from the States OMS.
- 4.4 Following are the mandatory specifications required of the proposed banking solution. The system must address all the requirements and features that are outlined below at the time of the proposal submission for the proposal to be considered (i.e. new application development will not be considered).
- 4.5 The proposed banking solution must provide for an accurate, cashless accounting of all incarcerated individual monies, expenses, and purchases. At a minimum, it must contain all of the features and reporting included in the request for proposal. This includes the following:
- General Ledger with Automatic Dual Accounting Posting
 - General Ledger Reporting for all Ledger Accounts
 - Date Specific Reporting for all Ledger Accounts
 - Provide for a Trial Balance to be run at any time
 - Fiscal Year Maintenance with End of Month Reporting
 - Checkbook Reconciliation with Multiple Checkbook Capabilities
 - Incarcerated individual receivables function complete with reports section
 - Incarcerated individual payroll function complete with reports section
 - Automatic check writer with check writing options, such as magnetic ink character recognition (MICR) or blank checks
 - Incarcerated individual savings feature complete with reporting section
 - Reconciliation reports of sub ledger to general ledger accounts
 - Deposit functions to allow for deposit of funds via State of Vermont lockbox bidder
 - Provide for an automatic checkbook reconciliation function
 - Commissary Inventory function with reports section
 - Incarcerated individual property function with reports section

- Indigent function which includes the ability to rotate up to four (4) indigent packs individually for each incarcerated individual based upon monetary and time criteria to be determined by the location
- Allow for debt to be collected based upon a percentage of incoming funds to be determined by the location.
- Allow for collected funds to be applied to debts either by priority, percentage, or both as defined by the location
- The System must always be in balance within the general ledger
- Provide reports on cash drawer balancing and balance history
- Provide reports on commissary order, order rejections, commissary sales and products offered
- Provide reports of frozen incarcerated individual accounts or accounts with administrative holds or other location designated restrictions
- Provide accounts summaries (both individual and location including transaction history)
- Provide for reclamation of checks automatically
- Provide for reports on all checkbook activity by operator defined criteria
- Provide reports based on user definable date time periods
- Provide for inactivity maintenance to include reporting and reclamation of monies
- Provide for incarcerated individual intake and release reporting
- Allow for multiple checkbooks to be set up
- Provide for Location & operator log reports
- Allow for the assignment of a DOC designated permanent identifier to each incarcerated individual
- Allow for specific deductions to be assigned to individual accounts with an “automatic” collection per location designated criteria
- Allow for input of incarcerated individual address and phone contact information for the purpose of generating invoices and receiving payment for debt after incarcerated individual release
- Allow for incarcerated individual releases to be done by check or EBT or a combination as determined by the location.
- The contractor will describe any automated commissary fund payment options which may be available to the DOC. This should include literature and service requirements and details any costs to the DOC. The proposed options must be fully integrated with the banking software. Contractor will be required to provide references where these are installed

- Include the ability to customize reports based on above functionality
- 4.6 The solution must provide reports according to specifications provided by DOC, including the following at a minimum:
- Cash report
 - Sales report
 - Debt reports
 - Checkbook report
 - Bank reconciliation
 - Incarcerated individual report
 - Receivable report
 - Shipping report (where product was shipped and when)
 - General Ledger report
 - Negative balance report for incarcerated individuals with debts
 - The checkbook feature must be able to write a check to a third party, void a check, make corrections by designated Administrator, add deposits via the DOC lockbox bidder
 - Print out a check registry with multiple query options
 - Include the ability to customize reports based on above functionality
- 4.7 The contractor and DOC contract administrator must mutually agree upon the items to be sold in the commissary program. No new items will be offered without the written permission from the DOC contract administrator. The contractor will advise the DOC contract administrator of new products as soon as they become available.
- 4.8 The contractor will provide ability for incarcerated individuals to create their own orders via Telephone, Tablet, or kiosk ordering, therefore minimizing the necessity for DOC staff interaction.
- 4.9 Contractor must have the ability to process funds received via the DOC Lockbox.
- 4.10 All commissary orders will be combined, prepackages, sorted by housing area, and shipping within 24 hours of agreed upon delivery schedule.
- 4.11 General requirements for Commissary items are as follows:
- Food items will be packaged and dated for individual consumption
 - All containers will be made of non-breakable materials
 - No products will contain alcohol

- Incarcerated individuals in general population will be allowed to order commissary via telephone or kiosk at least once per week with a maximum purchase of \$100.00 subject to change. (excluding tax)
 - Orders will be processed from an off-premises secure warehouse and delivered to each location per a strict weekly schedule as agreed upon by both the DOC and the contractor.
 - Inventory levels in the secure warehouse will be maintained to ensure an order fill rate of at least 85% or reasonable rate as determined by both parties.
 - Substitutions or backorders are not allowed
 - A method of restocking on returned orders must be available
 - The DOC will determine the final retail selling price (prices not higher than local convenience stores)
 - All items sold must be appropriate for an incarcerated setting and population.
 - Commissary orders will be sent in clear, tamper proof, heat sealed plastic bags for the primary purpose of security and accountability. Two copies of the receipt will be sealed within the bag (incarcerated individual name, location, ID number, items ordered, total of order, and 2 signature lines)
 - Net sales will be defined as gross sales less sales of stamps, stamped envelopes, incarcerated individual phone time, and sales tax
- 4.12 The contractor must list any self-service options they have to offer and detail any costs associated with this service. The services must be funded through the commissary operation.
- 4.13 Service must include the capability of providing each housing unit with kiosks and/or phones that allow incarcerated individuals to access their account information and place commissary orders.
- 4.14 The solution may include alternative means of on-site access to commissary products such as secure, institutional grade vending machines integrated into the banking system and purchased by incarcerated individual ID number or other individually identifiable code Solution would be at no additional operating cost to the State and would be subject to a higher rate of commissions as negotiated due to the additional potential work of the State to stock the machines.
- 4.15 Solution must include Web based and app ordering of commissary products, debit calling, and web based incarcerated individual deposits for incarcerated individual family/friends via Internet.
- 4.16 Solution must include ordering of commissary products, debit calling, and deposits to incarcerated individual accounts for incarcerated individual family/friends via secure kiosks, provided by the bidder, placed in the lobby of each location.

- 4.17 Combined web product orders and incarcerated individual orders so as not to exceed weekly incarcerated individual spending limits. Bidder to provide process to ensure the weekly \$100 order cap is adhered to between all order types.
- 4.18 DOC staff will have access to view web and kiosk orders placed by family/friends.
- 4.18 The contractor will provide the highlights of additional services or offerings available from the contractor which will benefit the DOC. The contractor will describe the services and benefits that will derive from implementing the proposed services.

4.1 Incarcerated individual Kiosk/Tablet Requirements

- 4.1.1 Ability to send and receive e-mail through a secure network.
- 4.1.2 Ability to conduct video visits with approved friends and family.
- 4.1.3 Ability to monitor and record video visits.
- 4.1.4 Ability to manage the incarcerated individual grievance and incarcerated individual request system, including the medical sick call system.
- 4.1.5 Ability to provide report/statistical data on users and trends.
- 4.1.6 Ability to interface with a handheld devices/tablet in which incarcerated individuals can plug into the kiosk and download media (e-books, music, videos, movies, games, researched materials, department policies, correctional and educational materials), process e-mail, forward requests.
- 4.1.7 Fee system/schedule for visits, downloads, and other usage needs to be disclosed in proposals and negotiable.
- 4.1.8 Provide general population, restricted populations, and mentally ill incarcerated individuals access to video conferencing software suited to their needs and abilities.
- 4.1.9 Hardware for this aspect of the solution must possess sufficient storage capacity to store DOC specific reference material as determined by the DOC. Hardware must be capable and compatible to enable the downloading and/or storage of electronic reference material.
- 4.1.10 Contractor will, either on schedule or on demand, digitize and upload as part of the accessible content customized documents and manuals as determined by the DOC.
- 4.1.11 Restrict access to only the content authorized: The user/incarcerated individual must in no way be able to exit from the solution to navigate to any other programs, applications, data, operating system, solution storage devices, location LANs, etc.
- 4.1.12 Solution access must be configured to allow a limited number of functions as determined by the DOC.

- 4.1.13 All factory loaded games, accessories, media, or unnecessary programs must be permanently removed from Contractor supplied hardware prior to installation.
- 4.1.14 Contractor is invited to submit different hardware configuration proposals for service based on similar services to other Federal and State Departments of Correction. The configuration suggested in an individual online solution for each location. The individual solutions will each have a single online connection with multiple stations. Solution should be configured to use Internet Protocol for transport exclusively.
- 4.1.15 Proposals need to include options for implementing the “visitor” side of the video visitation solution (i.e. utilizing location lobby areas, community justice centers, probation and parole offices, other community location, or other alternatives).
- 4.1.16 Video visitation system will have recording and monitoring capabilities for the DOC.
- 4.1.17 Video visitation solution will have ability for DOC to approve or disapprove of visitors who can access the system.
- 4.1.18 Software will enable visitation and self-scheduling by incarcerated individuals or visitors and will allow for oversight and control by DOC staff.
- 4.1.19 All proposals should identify and explain the security systems for monitoring incoming and outgoing electronic mail. Incarcerated individual e-mail system will:
- Have the ability to monitor all incoming and outgoing email messages for security threat language/words. The DOC will have the ability to self-define specific code language for which the system will be able to search/monitor.
 - Ability to send and receive e-mail messages or video messages at no cost to the DOC.
 - Include archive capability, accessible to the DOC.
- 4.1.20 The State may give preference to proprietary software solutions which implement Open Standards over proprietary solution which do not and may include the degree to which a proprietary software solution utilizes Open Standards as part of the RFP evaluation criteria.
- 4.1.21 Handheld devices/tablets will be for sale to the incarcerated individual population at a reasonable cost and/or provide them to free of charge to the incarcerated individuals and the state.
- 4.1.22 Handheld devices/tablets need to be constructed of clear/secure plastic – durable under more than normal usage (incarcerated environment).
- 4.1.23 Proposals should include multiple power options (battery operated, rechargeable, etc.).
- 4.1.24 Ability to play/display downloadable content from kiosks.

- 4.1.25 Handheld devices/tablets will not have internet capability from the device or when connected to the kiosk.
- 4.1.26 Solution will not have external speakers – only headphones are allowed.
- 4.1.27 Handheld devices/tablets should be stocked at the facilities up to 85% of the agreed upon saturation rate at all times. Replacement timelines for devices to be agreed upon by the bidder and the State but no more than a 90-day replacement period.

Prison Rape Elimination Act (PREA)

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

Link to the Final PREA Standards:

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

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Invoices shall be submitted to the State at the following address:
AHS.DOCInvoicesBusinessOffice@vermont.gov
AHS/Department of Corrections
280 State Dr, NOB 2 South
Waterbury, VT 05672-2000
4. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:
 - a. Commissary
 - i. Contractor shall request the State to submit payment on behalf of the States Incarcerated Individual on a monthly basis.
 - b. Telephone
 - i. Contractor shall request the State to submit payment on behalf of the States Incarcerated Individuals on a monthly basis for Incarcerated Individuals telephone time. Requests will reflect actual Incarcerated Individuals debit time usage versus purchases. Request shall provide daily debit call detail to include number of calls, minutes at a minimum.
 - c. Commission
 - i. Contractor shall pay the State at a commission rate to be agreed upon by both parties upon execution of the contract. Commissions will be remitted to the State no later than 45 days following month end.

d. Performance Measures

- i. Should the escalation plan as provided by the Contractor's Service Level Plan, not to be followed explicitly, other than for reasons beyond Contractor's control, Contractor will be liable for lost commissions during times that phones were in need of repair or not properly operating. Lost commission will be calculated by multiplying the number of phone units x (times) the average number of calls for each type x (times) the then prevailing calling rates x (times) the commission rate. The specific commission will be calculated by the State and the State will advise the Contractor of all commissions due. Contractor will pay calculated lost commission with the next commission payment due to the State. Contractor will be allotted time between the notification of the lost commission and the next commission payment to validate the lost commission.
- ii. Failure to report disruptions in online depositing to the State's contract manager as well as failure to escalate helpdesk issues as outlined in Service Level Plan will result in a credit of \$100.00 per day payable to the State.

Additionally, it is hereby agreed and understood that this contract has no minimum amount. The Contractor's service will be required on an "as needed" basis.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 7, 2023**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

ATTACHMENT D - 1
INFORMATION TECHNOLOGY PROFESSIONAL SERVICES
TERMS AND CONDITIONS (rev. 01/12/2024)

1. OWNERSHIP AND LICENSE IN DELIVERABLES

1.1 Contractor Intellectual Property. Contractor shall retain all right, title and interest in and to any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements and any other intellectual property, tangible or intangible, that has been created by Contractor prior to entering into this Contract (“Contractor Intellectual Property”). Should the State require a license for the use of Contractor Intellectual Property in connection with the development or use of the items that Contractor is required to deliver to the State under this Contract, including Work Product (“Deliverables”), the Contractor shall grant the State a royalty-free license for such development and use. For the avoidance of doubt, Work Product shall not be deemed to include Contractor Intellectual Property, provided the State shall be granted an irrevocable, perpetual, non-exclusive royalty-free license to use any such Contractor Intellectual Property that is incorporated into Work Product.

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

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

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

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

“Work Product” means any tangible or intangible ideas, inventions, improvements, modifications, discoveries, development, customization, configuration, methodologies or processes, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, work of authorship, specifications, operating instructions, procedures manuals or other documentation, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection), that is specifically made, conceived, discovered or reduced to practice by Contractor, either solely or jointly with others, pursuant to this Contract. Work Product does not include Contractor Intellectual Property or third party intellectual property.

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

The Contractor shall not sell or copyright a Deliverable without explicit permission from the State.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor Intellectual Property or Contractor Intellectual Property developed outside of this Contract with no assistance from State.

2. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

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

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

compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

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

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

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

3. SECURITY OF STATE INFORMATION.

3.1 Security Standards. To the extent Contractor has access to, processes, handles, collects, transmits, stores or otherwise deals with State Data, the Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* (version 4 or higher) and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such

measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

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

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

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

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

investigation, forensics, counsel, crisis management and credit monitoring, in the sole determination of the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all applicable State and federal laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification.

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

4. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

4.1 General Representations and Warranties. The Contractor represents, warrants and covenants that:

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

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

- (i) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.
- (ii) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered

will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.

- (iii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

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

6. TERMINATION

6.1. Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State Data, State Intellectual Property or other State information and materials are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting any and all State data, in a format usable without the use of the Services and as agreed to by State, at no additional cost. Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

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

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

7. DESTRUCTION OF STATE DATA. At any time during the term of this Contract within thirty days of (i) the State's written request or (ii) termination or expiration of this Contract for any reason, Contractor shall securely dispose of all copies, whether in written, electronic or other form or media, of State Data according to National Institute of Standards and Technology (NIST) approved methods, and certify in writing to the State that such State Data has been disposed of securely. Further, upon the relocation of State Data, Contractor shall securely

dispose of such copies from the former data location according to National Institute of Standards and Technology (NIST) approved methods and certify in writing to the State that such State Data has been disposed of securely. Contractor shall comply with all reasonable directions provided by the State with respect to the disposal of State Data.

8. **SOV Cybersecurity Standard Update 2023-01:** Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with *State of Vermont Cybersecurity Standard 2023-01*, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at:

<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

ATTACHMENT D - 2
MODIFICATION OF CUSTOMARY PROVISIONS
OF
ATTACHMENT C OR ATTACHMENT F

1. The insurance requirements contained in Attachment C, Section 8 are hereby modified:

To Add:

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

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain:

A Crime Policy with coverage for any and all services performed under this contract, with minimum coverage of \$1,000,000 per claim, \$1,000,000 aggregate. This policy must cover theft and embezzlement of Incarcerated Individual's funds while in the custody of the State.

Sexual Abuse and Molestation coverage for any and all services performed under this contract, with minimum coverage of \$1,000,000 per claim, \$3,000,000 aggregate.

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

Contractor will name the State of Vermont and its agencies, departments, officers, and employees as Additional Insureds on both Professional Liability, and Sexual Abuse and Molestation coverage.

2. Requirements of other Sections in Attachment C are hereby modified:

3. Requirements of Sections in Attachment F are hereby modified:

**ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT**

SOV CONTRACTOR/GRANTEE/BUSINESS ASSOCIATE: [REDACTED]
[REDACTED]

SOV CONTRACT NO. [REDACTED] **CONTRACT EFFECTIVE DATE:** [REDACTED]

This Business Associate Agreement (“Agreement”) is entered into by and between the State of Vermont Agency of Human Services, operating by and through its **Vermont Department of Corrections** (“Covered Entity”) and Party identified in this Agreement as Contractor or Grantee above (“Business Associate”). This Agreement supplements and is made a part of the contract or grant (“Contract or Grant”) to which it is attached.

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

The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations. Terms defined in this Agreement are italicized. Unless otherwise specified, when used in this Agreement, defined terms used in the singular shall be understood if appropriate in their context to include the plural when applicable.

“*Agent*” means an *Individual* acting within the scope of the agency of the *Business Associate*, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c) and includes Workforce members and *Subcontractors*.

“*Breach*” means the acquisition, Access, Use or Disclosure of *Protected Health Information (PHI)* which compromises the Security or privacy of the *PHI*, except as excluded in the definition of *Breach* in 45 CFR § 164.402.

“*Business Associate*” shall have the meaning given for “Business Associate” in 45 CFR § 160.103 and means Contractor or Grantee and includes its Workforce, *Agents* and *Subcontractors*.

“*Electronic PHI*” shall mean *PHI* created, received, maintained or transmitted electronically in accordance with 45 CFR § 160.103.

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

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

“*Required by Law*” means a mandate contained in law that compels an entity to make a use or disclosure of *PHI* and that is enforceable in a court of law and shall have the meaning given in 45 CFR § 164.103.

“*Report*” means submissions required by this Agreement as provided in section 2.3.

“*Security Incident*” means the attempted or successful unauthorized Access, Use, Disclosure, modification, or destruction of Information or interference with system operations in an Information System relating to *PHI* in accordance with 45 CFR § 164.304.

“*Services*” includes all work performed by the *Business Associate* for or on behalf of Covered Entity that requires the Use and/or Disclosure of *PHI* to perform a *Business Associate* function described in 45 CFR § 160.103.

“*Subcontractor*” means a Person to whom *Business Associate* delegates a function, activity, or service, other than in the capacity of a member of the workforce of such *Business Associate*.

“*Successful Security Incident*” shall mean a *Security Incident* that results in the unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System.

“*Unsuccessful Security Incident*” shall mean a *Security Incident* such as routine occurrences that do not result in unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System, such as: (i) unsuccessful attempts to penetrate computer networks or services maintained by *Business Associate*; and (ii) immaterial incidents such as pings and other broadcast attacks on *Business Associate's* firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to *Business Associate's* Information System.

“*Targeted Unsuccessful Security Incident*” means an *Unsuccessful Security Incident* that appears to be an attempt to obtain unauthorized Access, Use, Disclosure, modification or destruction of the Covered Entity’s *Electronic PHI*.

2. Contact Information for Privacy and Security Officers and Reports.

2.1 *Business Associate* shall provide, within ten (10) days of the execution of this Agreement, written notice to the Contract or Grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer of the *Business Associate*. This information must be updated by *Business Associate* any time these contacts change.

2.2 Covered Entity's HIPAA Privacy Officer and HIPAA Security Officer contact information is posted at: <https://humanservices.vermont.gov/rules-policies/health-insurance-portability-and-accountability-act-hipaa>

2.3 *Business Associate* shall submit all *Reports* required by this Agreement to the following email address: AHS.PrivacyAndSecurity@vermont.gov

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Subject to the terms in this Agreement, *Business Associate* may Use or Disclose *PHI* to perform *Services*, as specified in the Contract or Grant. Such Uses and Disclosures are limited to the minimum necessary to provide the *Services*. *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* and only in compliance with applicable laws and regulations.

3.2 *Business Associate* may make *PHI* available to its Workforce, *Agent* and *Subcontractor* who need Access to perform *Services* as permitted by this Agreement, provided that *Business Associate* makes them aware of the Use and Disclosure restrictions in this Agreement and binds them to comply with such restrictions.

3.3 *Business Associate* shall be directly liable under HIPAA for impermissible Uses and Disclosures of *PHI*.

4. Business Activities. *Business Associate* may Use *PHI* if necessary for *Business Associate's* proper management and administration or to carry out its legal responsibilities. *Business Associate* may Disclose *PHI* for *Business Associate's* proper management and administration or to carry out its legal responsibilities if a Disclosure is *Required by Law* or if *Business Associate* obtains reasonable written assurances via a written agreement from the Person to whom the information is to be Disclosed that such *PHI* shall remain confidential and be Used or further Disclosed only as *Required by Law* or for the purpose for which it was Disclosed to the Person, and the Agreement requires the Person to notify *Business Associate*, within five (5) business days, in writing of any *Breach* of Unsecured *PHI* of which it is aware. Such Uses and Disclosures of *PHI* must be of the minimum amount necessary to accomplish such purposes.

5. Electronic PHI Security Rule Obligations.

5.1 With respect to *Electronic PHI*, *Business Associate* shall:

a) Implement and use Administrative, Physical, and Technical Safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312;

b) Identify in writing upon request from Covered Entity all the safeguards that it uses to protect such *Electronic PHI*;

- c) Prior to any Use or Disclosure of *Electronic PHI* by an *Agent* or *Subcontractor*, ensure that any *Agent* or *Subcontractor* to whom it provides *Electronic PHI* agrees in writing to implement and use Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of *Electronic PHI*. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the Use or Disclosure of *Electronic PHI*, and be provided to Covered Entity upon request;
- d) Report in writing to Covered Entity any *Successful Security Incident* or *Targeted Unsuccessful Security Incident* as soon as it becomes aware of such incident and in no event later than five (5) business days after such awareness. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available;
- e) Following such *Report*, provide Covered Entity with the information necessary for Covered Entity to investigate any such incident; and
- f) Continue to provide to Covered Entity information concerning the incident as it becomes available to it.

5.2 Reporting *Unsuccessful Security Incidents*. *Business Associate* shall provide Covered Entity upon written request a *Report* that: (a) identifies the categories of Unsuccessful Security Incidents; (b) indicates whether *Business Associate* believes its current defensive security measures are adequate to address all *Unsuccessful Security Incidents*, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures *Business Associate* will implement to address the security inadequacies.

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

6. **Reporting and Documenting Breaches.**

6.1 *Business Associate* shall *Report* to Covered Entity any *Breach* of Unsecured *PHI* as soon as it, or any Person to whom *PHI* is disclosed under this Agreement, becomes aware of any such *Breach*, and in no event later than five (5) business days after such awareness, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available.

6.2 Following the *Report* described in 6.1, *Business Associate* shall conduct a risk assessment and provide it to Covered Entity with a summary of the event. *Business Associate* shall provide Covered Entity with the names of any *Individual* whose

Unsecured *PHI* has been, or is reasonably believed to have been, the subject of the *Breach* and any other available information that is required to be given to the affected *Individual*, as set forth in 45 CFR § 164.404(c). Upon request by Covered Entity, *Business Associate* shall provide information necessary for Covered Entity to investigate the impermissible Use or Disclosure. *Business Associate* shall continue to provide to Covered Entity information concerning the *Breach* as it becomes available.

6.3 When *Business Associate* determines that an impermissible acquisition, Access, Use or Disclosure of *PHI* for which it is responsible is not a *Breach*, and therefore does not necessitate notice to the impacted *Individual*, it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). *Business Associate* shall make its risk assessment available to Covered Entity upon request. It shall include 1) the name of the person making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the *PHI* had been compromised.

7. **Mitigation and Corrective Action.** *Business Associate* shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible Use or Disclosure of *PHI*, even if the impermissible Use or Disclosure does not constitute a *Breach*. *Business Associate* shall draft and carry out a plan of corrective action to address any incident of impermissible Use or Disclosure of *PHI*. *Business Associate* shall make its mitigation and corrective action plans available to Covered Entity upon request.

8. **Providing Notice of Breaches.**

8.1 If Covered Entity determines that a *Breach* of *PHI* for which *Business Associate* was responsible, and if requested by Covered Entity, *Business Associate* shall provide notice to the *Individual* whose *PHI* has been the subject of the *Breach*. When so requested, *Business Associate* shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. *Business Associate* shall be responsible for the cost of notice and related remedies.

8.2 The notice to affected *Individuals* shall be provided as soon as reasonably possible and in no case later than sixty (60) calendar days after *Business Associate* reported the *Breach* to Covered Entity.

8.3 The notice to affected *Individuals* shall be written in plain language and shall include, to the extent possible: 1) a brief description of what happened; 2) a description of the types of Unsecured *PHI* that were involved in the *Breach*; 3) any steps *Individuals* can take to protect themselves from potential harm resulting from the *Breach*; 4) a brief description of what the *Business Associate* is doing to investigate the *Breach* to mitigate harm to *Individuals* and to protect against further *Breaches*; and 5) contact procedures for *Individuals* to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

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

9. **Agreements with Subcontractors.** *Business Associate* shall enter into a Business Associate Agreement with any *Subcontractor* to whom it provides *PHI* to require compliance with HIPAA and to ensure *Business Associate* and *Subcontractor* comply with the terms and conditions of this Agreement. *Business Associate* must enter into such written agreement before any Use by or Disclosure of *PHI* to such *Subcontractor*. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the Use or Disclosure of *PHI*. *Business Associate* shall provide a copy of the written agreement it enters into with a *Subcontractor* to Covered Entity upon request. *Business Associate* may not make any Disclosure of *PHI* to any *Subcontractor* without prior written consent of Covered Entity.
10. **Access to PHI.** *Business Associate* shall provide access to *PHI* in a Designated Record Set to Covered Entity or as directed by Covered Entity to an *Individual* to meet the requirements under 45 CFR § 164.524. *Business Associate* shall provide such access in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any request for Access to *PHI* that *Business Associate* directly receives from an *Individual*.
11. **Amendment of PHI.** *Business Associate* shall make any amendments to *PHI* in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an *Individual*. *Business Associate* shall make such amendments in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any request for amendment to *PHI* that *Business Associate* directly receives from an *Individual*.
12. **Accounting of Disclosures.** *Business Associate* shall document Disclosures of *PHI* and all information related to such Disclosures as would be required for Covered Entity to respond to a request by an *Individual* for an accounting of disclosures of *PHI* in accordance with 45 CFR § 164.528. *Business Associate* shall provide such information to Covered Entity or as directed by Covered Entity to an *Individual*, to permit Covered Entity to respond to an accounting request. *Business Associate* shall provide such information in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any accounting request that *Business Associate* directly receives from an *Individual*.
13. **Books and Records.** Subject to the attorney-client and other applicable legal privileges, *Business Associate* shall make its internal practices, books, and records (including policies and procedures and *PHI*) relating to the Use and Disclosure of *PHI* available to the Secretary of Health and Human Services (HHS) in the time and manner designated by the Secretary. *Business*

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

14. Termination.

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all the *PHI* is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If *Business Associate* fails to comply with any material term of this Agreement, Covered Entity may provide an opportunity for *Business Associate* to cure. If *Business Associate* does not cure within the time specified by Covered Entity or if Covered Entity believes that cure is not reasonably possible, Covered Entity may immediately terminate the Contract or Grant without incurring liability or penalty for such termination. If neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary of HHS. Covered Entity has the right to seek to cure such failure by *Business Associate*. Regardless of whether Covered Entity cures, it retains any right or remedy available at law, in equity, or under the Contract or Grant and *Business Associate* retains its responsibility for such failure.

15. Return/Destruction of PHI.

15.1 *Business Associate* in connection with the expiration or termination of the Contract or Grant shall return or destroy, at the discretion of the Covered Entity, *PHI* 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 *PHI*. *Business Associate* shall certify in writing and report to Covered Entity (1) when all *PHI* has been returned or destroyed and (2) that *Business Associate* does not continue to maintain any *PHI*. *Business Associate* is to provide this certification during this thirty (30) day period.

15.2 *Business Associate* shall report to Covered Entity any conditions that *Business Associate* believes make the return or destruction of *PHI* infeasible. *Business Associate* shall extend the protections of this Agreement to such *PHI* and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible for so long as *Business Associate* maintains such *PHI*.

16. Penalties. *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.

17. Training. *Business Associate* understands its obligation to comply with the law and shall provide appropriate training and education to ensure compliance with this Agreement. If requested by Covered Entity, *Business Associate* shall participate in Covered Entity's training

regarding the Use, Confidentiality, and Security of *PHI*; however, participation in such training shall not supplant nor relieve *Business Associate* of its obligations under this Agreement to independently assure compliance with the law and this Agreement.

18. Miscellaneous.

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

18.2 Each party shall cooperate with the other party to amend this Agreement from time to time as is necessary for such party to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA. This Agreement may not be amended, except by a writing signed by all parties hereto.

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

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

18.5 *Business Associate* shall not have or claim any ownership of *PHI*.

18.6 *Business Associate* shall abide by the terms and conditions of this Agreement with respect to all *PHI* even if some of that information relates to specific services for which *Business Associate* may not be a “*Business Associate*” of Covered Entity under the Privacy Rule.

18.7 *Business Associate* is prohibited from directly or indirectly receiving any remuneration in exchange for an *Individual’s PHI*. *Business Associate* will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. *Reports* or data containing *PHI* may not be sold without Covered Entity’s or the affected *Individual’s* written consent.

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for *Business Associate* to return or destroy *PHI* as provided in Section 14.2 and (b) the obligation of *Business Associate* to provide an accounting of disclosures as set forth in Section 12 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS

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

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

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

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

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

Federal Medicaid System Security Requirements Compliance: Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

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

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

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

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

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

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

7. **Data Protection and Privacy:**

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

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

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

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

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

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

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

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

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. **Information Technology Systems:**

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

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

Intellectual Property/Work Product Ownership: All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement -- including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement, or are a result of the services required under this grant -- shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30-days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State,

not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

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

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

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

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

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

Party, in the event of a data breach, shall comply with the terms of Section 7 above.

10. **Other Provisions:**

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

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

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

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

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

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

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