

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

I. CONTRACT INFORMATION:

Agency/Department: AHS/ Department of Corrections Contract #: 33430 Amendment #: 5
Vendor Name: Global Tel*Link Corporation DBA ViaPath Technologies 3120 VISION Vendor No: 622
Vendor Address: Fairview Park Drive, Suite 300, Falls Church, VA 22042
Starting Date: 04/15/2017 Ending Date: 06/13/2025 Amendment Date: 04/14/2025
Summary of agreement or amendment: Extend Term, Update Attachment C, D & F

II. FINANCIAL & ACCOUNTING INFORMATION

Maximum Payable: \$125,000.00 Prior Maximum: \$ 125,000.00 Prior Contract # (If Renewal):
Current Amendment: \$0 Cumulative amendments: \$ 125,000.00 % Cumulative Change: %
Business Unit(s): 03520; ; - [notes: 3480005200] VISION Account(s): 523300;
Estimated Funding Split: 50.00 % GF % SF 50.00 % Other
% TF % GC % FF REC Fund (name)

III. PROCUREMENT & PERFORMANCE INFORMATION

A. Identify applicable procurement process utilized. Additional detail if applicable.
☒ Standard Bid/RFP ☐ Simplified ☐ Sole Source (See B.) ☐ Qualification Based Selection ☐ Statutory
B. If Sole Source Contract, contract form includes self-certification language? ☐ Yes ☒ N/A
C. Contract includes **performance measures/guarantees** to ensure the quality and/or results of the service? ☒ Yes ☐ No

IV. TYPE OF AGREEMENT (select all that apply)

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

V. SUITABILITY FOR CONTRACT FOR SERVICE

☒ Yes ☐ No ☐ N/A Does this contract meet the determination of an Independent Contractor? If "NO", then consult with the Department of Human Resources for guidance.

VI. CONTRACTING PLAN APPLICABLE

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

VII. CONFLICT OF INTEREST

By signing below, I (Agency/Department Head) certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.






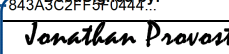

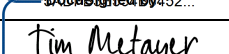
☐ Yes ☒ No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

VIII. PRIOR APPROVALS REQUIRED OR REQUESTED

☒ Yes ☐ No Is this a Contract for Services valued at \$25,000 or more per year? If yes, attach AGO Certification Form.
☒ Yes ☐ No Attorney General review As To Form is required (\$25,000 and above) or otherwise requested.
☒ Yes ☐ No Agreement must be approved by the Secretary of ADS/CIO.
☐ Yes ☒ No Agreement includes marketing services and CMO sent copy of contract. If / when marketing services exceed \$25,000 CMO must approve contract. **CMO Approved:** _____
☐ Yes ☒ No Chief Information Security Officer (CISO) approval required for modification of Attachment C.12 use/protection of state information. **CISO Approved:** _____
☐ Yes ☒ No Auditor approval required for modification of Attachment C.13 audit clause. **AUDITOR Approved:** _____
☐ Yes ☒ No Risk Management approval required for modification of Attachment C.8 insurance clause. **RISK Approved:** _____
☐ Yes ☒ No Is this a Contract for Legal Services? If yes, attach AGO 17.10 Approval Form.
☐ Yes ☒ No Agreement must be approved by Commissioner of Human Resources: for Privatization, Retirees, Former Employees, & if a Contract fails the IRS test. **DHR Approved:** _____
☒ Yes ☐ No Agreement must be approved by the Secretary of Administration.

IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL

I have made reasonable inquiry as to the accuracy of the above information (sign in order):

1-Date	1-Appointing Authority	1a-Date	Agency Secretary (if applicable)
4/9/2025	 Kristin Calver	4/11/2025	 Kristin Mellure
2-Date	2-Secretary of ADS/CIO		Additional Approvers below if required by Agency process
4/14/2025	 Denise Reilly-Hughes	4/10/2025	 Christina Gregoire
3-Date	3-AGO Approval		
4/9/2025	 Lauri Fisher	4/11/2025	 Jonathan Provost
4-Date	4-Secretary of Administration		
4/15/2025	 Sean Brown	4/15/2025	 Tim Metayer

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MEMORANDUM

TO: Sarah Clark, Acting Secretary, Agency of Administration
Denise Reilly-Hughes, Secretary, ADS

FROM: Kristin Calver, Deputy Commissioner, Department of Corrections

DATE: March 28, 2025

SUBJECT: Administrative Bulletin 3.5 Waiver Request

4/9/2025

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Kristin Calver

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4/10/2025

DocuSigned by:

Christina Gregoire

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For all waiver memos that are seeking to waive a provision of Bulletin 3.5, please ensure that this waiver request includes the following information, by section:

Waiver Type: Waiver for Time (Duration)

[IF APPLICABLE]	
VENDOR: Global Tel*Link, DBA ViaPath Technologies	CONTRACT #: 33430, AM5
ESTIMATED CONTRACT AMOUNT: \$ 125,000.00	SUGGESTED CONTRACT TERM START DATE: 04/14/2017 END DATE: 06/13/2025

Describe the waiver request

The Department of Corrections requests a waiver to the standard contract term to allow for total contract term of eight (8) years and two (2) months.

Overview

Provide a high-level overview of the contract, and service need, and an explanation of any departmental activities that may have necessitated the request.

In April 2016 the Department of Corrections (DOC), in collaboration with Buildings and General Services (BGS), issued a Request for Proposals (RFP) for Incarcerated Individual Commissary, Telephone, Video Visitation, and Technological Kiosk Solutions. Following a thorough evaluation process, Global Tel*Link Corporation was awarded a four-year contract, with the option for two additional two-year extensions.

In February 2024, the DOC independently issued a new RFP to continue providing these essential services in compliance with legal and policy requirements. The transition to the new contracted vendor involves the implementation of software, hardware, and technological infrastructure across all six facilities. Despite significant efforts to adhere to the initial timeline, additional time is needed due to delays in overseas shipping of equipment for the incoming vendor. Extending the term for an additional two months allows us to take receipt of and install equipment with no interruption in services and alignment with new Federal Communications regulatory requirements.

Justification

Provide justification for the waiver request. If this is a sole source waiver, it must also include language explaining why a competitive procurement process was not utilized, such as a Simplified Bid.

This additional time is essential during this transition period to ensure continuity of services without any disruption to critical services for incarcerated individuals. Additionally, it will allow compliance with the latest Federal Communications Commission (FCC) regulations.

Next Steps

Provide an overview of steps the departments will take in the future to reduce the need for similar, future, waiver requests.

To avoid similar delays in future transitions, the department will ensure to factor in additional implementation plans to account for any delays in shipping and logistics.

ACTING SECRETARY OF ADMINISTRATION
APPROVED:

SECRETARY AGENCY OF DIGITAL SERVICES / STATE
CIO (if applicable)
APPROVED:

Signed by: Sean Brown 4/15/2025
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DATE

DocuSigned by: Denise Reilly-Hughes 4/14/2025
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DATE

DocuSigned by: Kristin McLure 4/11/2025
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DocuSigned by: Tim Metayer 4/15/2025
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State of Vermont

Agency of Digital Services
One National Life Drive, Dewey 2nd Floor
Montpelier, VT 05620-2001

[phone] 802-828-4141

MEMO

Date: 04/08/2025

4/14/2025

DocuSigned by:

Denise Reilly-Hughes

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To: Denise Reilly-Hughes, Secretary, Agency of Digital Services

VIA: Jon Provost

4/11/2025

DocuSigned by:

Jonathan Provost

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From: ADS Procurement Advisory Team (PAT)

Subject: CIO approval of a contract amendment 34430_5 between the Department of Corrections and Global Tel Link Corporation.

The Agency of Digital Services (ADS) PAT team reviewed contract amendment 34430_5 between the Department of Corrections and Global Tel Link Corporation, on April 8, 2025.

The Department of Corrections is obligated to provide incarcerated individual's a means of communication with family. This contract provides a multitude of services including Inmate Commissary, Telephone Services, Video Visitation, approved entertainment, and other Technological Kiosk solutions for incarcerated individuals statewide at no cost to the State

Services for this contract are charged directly to inmates and commissions earned from those purchases fuel the Inmate Recreation Fund. As such, this has historically been a "Zero-Dollar" contract.

This Amendment extends the term of the contract from ending on 04/13/2025 to end on 06/13/2025. This amendment is intended to allow time for a new contract for these services to be executed.

The PAT review team recommends CIO approval of this contract amendment.



ADS Review Verification Sheet				
Project Name:	GlobalTelLink Corporation 34430_4			
Agency/Dept.	AHS DOC			
ADS Reviewer Summary & Sign-off				
Reviewer	Memo			
	Reviewer Name	Date Received	Date Review Completed	Ok to Proceed to with project from Reviewer's perspective?
IT Contracting Specialist	Jon Provost			
Chief Financial Officer	Kate Slocum			
Enterprise Architecture	John Hunt			
Chief Information Security Officer	Scott Carbee			
Chief Data Officer	Kristin McClure			
IT Leader				
Chief Technology Officer	Mark Combs			
Deputy Secretary	Shawn Nailor			
CIO	John Quinn			Date e-signed approval:
	RFP			
	Reviewer Name	Date Received	Date Review Completed	Ok to Post RFP from Reviewer's perspective?
IT Contracting Specialist	Jon Provost			
Chief Financial Officer	Kate Slocum			
EPMO/OPM				
Enterprise Architecture	John Hunt			
Chief Information Security Officer	Scott Carbee			
Chief Data Officer	Kristin McClure			
IT Leader				
Risk Management	Rebecca White			
Chief Technology Officer	Mark Combs			
Deputy Secretary	Shawn Nailor			
CIO	John Quinn			Date e-signed approval:
	Amendment 4			
	Reviewer Name	Date Received	Date Review Completed	Ok to Sign Contract from Reviewer's perspective?
IT Contracting Specialist	Jon Provost	7/18/2022	7/21/2022	Yes
Chief Financial Officer	Kate Slocum	7/18/2022	7/21/2022	Yes
EPMO/OPM		7/18/2022		
Enterprise Architecture	Bill Froberg	7/18/2022	7/21/2022	Yes
Chief Information Security Officer	Scott Carbee	7/18/2022	7/21/2022	Yes
Chief Data Officer	Kristin McClure	7/18/2022	7/20/2022	Yes
IT Leader	Mike Nagle	7/18/2022	7/21/2022	Yes
Risk Management	Rebecca White	7/18/2022	7/20/2022	Yes
Chief Technology Officer	Mark Combs	7/18/2022	7/20/2022	Yes
Deputy Secretary	Shawn Nailor	7/18/2022		
CIO	John Quinn			Date e-signed approval:
	Amendment 5			
	Reviewer Name	Date Received	Date Review Completed	Ok to Sign Contract from Reviewer's perspective?
IT Contracting Specialist	Jon Provost	4/7/2025	4/7/2025	Yes
Chief Financial Officer	Kate Slocum	4/7/2025	4/7/2025	Yes
EPMO	Stacy Gibson-Grandfield	4/7/2025	4/7/2023	Yes
Enterprise Architecture	Bill Froberg	4/7/2025	4/7/2025	Yes
Deputy CISO	David Kaiser	4/7/2025	4/7/2025	Yes
Chief Data Officer	Josiah Raiche	4/7/2025	4/7/2025	Yes
IT Leader	Lucas Herring	4/7/2025	4/7/2025	Yes
Risk Management	Rebecca White	4/7/2025	4/7/2025	Yes
Chief Technology Officer	Mark Combs	4/7/2025	4/7/2025	Yes
Secretary	Denise Reilly-Hughes	4/7/2025		
				Date e-signed approval:

AGO Certification Checklist

Is this a retainer-type contract? (if no, skip next question and proceed to Part I) False

If yes, can compliance be certified at the retainer level? (if no skip Part I and Part II) Select One

Part I: please answer the below three questions:

- True 1) The agency will not supervise the daily activities or methods and means by which the contractor provides services, other than supervision necessary to ensure that the contractor meets performance expectations and standards.
- True 2) The services provided are not the same as those provided by classified State employees within the agency.
- True 3) The contractor customarily engages in an independently established trade, occupation, profession, or business.

Part II: If answering "false" to one or more of the above questions, check the box next to each of the below items that apply to the requested contract for services:

- ☐ A) The services are not available within the agency or are of such a highly specialized or technical nature that the necessary knowledge, skills, or expertise is not available within the agency.
- ☐ B) The services are incidental to a contract for purchase or lease of real or personal property.
- ☐ C) There is a demonstrated need for an independent audit, review, or investigation; or independent management of a facility is needed as a result of, or in response to, an emergency such as licensure loss or criminal activity.
- ☐ D) The State is not able to provide equipment, materials, facilities, or support services in the location where the services are to be performed in a cost-effective manner.
- ☐ E) The contract is for professional services, such as legal, engineering, or architectural services, that are typically rendered on a case-by-case or project-by-project basis, and the services are for a period limited to the duration of the project, normally not to exceed two years or provided on an intermittent basis for the duration of the contract.
- ☐ F) The need for services is urgent, temporary, or occasional, such that the time necessary to hire and train employees would render obtaining the services from State employees imprudent. Such contract shall be limited to 90 days' duration, with any extension subject to review and approval by the Secretary of Administration.
- ☐ G) Contracts for the type of services covered by the contract are specifically authorized by law. (Please provide the legal citation)
- ☐ H) Efforts to recruit State employees to perform work, authorized by law, have failed in that no applicant meeting the minimum qualifications has applied for the job.
- ☐ I) The cost of obtaining the services by contract is lower than the cost of obtaining the same services by utilizing State employees. When comparing costs, the provisions of section 343 of this title shall apply.

Contract Name: Global Tel*Link, DBA ViaPath
Contract #: 33430, AM5

AGO Certification Checklist

If applicable, provide additional comments here.

Chrysta Murray

04/04/2025

Program Manager / Contract Responsible Name

Date

Contract # 33430
Amendment # 5

Page 1 of 22

STATE OF VERMONT CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, AHS / Department of Corrections (the "State") and Global Tel*Link Corporation, DBA ViaPath Technologies, with a principal place of business in Falls Church, VA (the "Contractor") that the contract between them originally dated as of April 15, 2017, Contract # 33430, as amended to April 14, 2025, (the "Contract") is hereby amended as follows:

- I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from 04/13/2025 to 06/13/2025.
- II. **Attachment A, Scope of Services.** The scope of services is amended as follows:

Page 25, Section 6.2.117 of Attachment A is hereby deleted in its entirety and replaced as set forth below:

6.2.117 Call Charges and Rates are as noted below – the list rates are exclusionary of local, state and federal Taxes:

Collect Calling Information			
Collect Call Rates	Collect Call Rates		
	Call Type	Operator Charge	Per Minute
	Local Call	\$0.00	\$0.039
	IntraState (In-State Long Distance	\$0.00	\$0.06
	InterState (Out-of-State Long Distance)	\$0.00	\$0.06
	International	N/A	N/A

Pre-Paid Calling Information			
Pre-Paid Collect Call Rates	Pre-Paid Collect Call Rates		
	Call Type	Operator Charge	Per Minute
	Local Call	\$0.00	\$0.039
	IntraState (In-State Long Distance	\$0.00	\$0.06
	InterState (Out-of-State Long Distance)	\$0.00	\$0.06
	International	\$0.00	\$0.06*

Revision Date: 03/28/2025

Contract # 33430
Amendment # 5

Page 2 of 22

Debit Calling Information			
Debit Call Rates	Debit Call Rates		
	Call Type	Operator Charge	Per Minute
	Local Call	\$0.00	\$0.039
	IntraState (In-State Long Distance	\$0.00	\$0.06
	InterState (Out-of-State Long Distance)	\$0.00	\$0.06
	International	\$0.00	\$0.06*

* International ITS calls, whether made using a Prepaid Debit or AdvancePay™ format: The Interstate ITS rate set forth above, plus the applicable call termination rate for the international destination of the call as published on the Company's website, which may be updated every 3 months in accordance with the FCC Order. These rates can be found at: <https://www.viopath.com/legal-and-privacy/federal-tariffs-and-price-lists/>.

Page 35, Section 6.2.162, of Attachment A is hereby deleted in its entirety and replaced as set forth below:

6.2.162 Contractor will provide the State with the following video visitation and tablets application fees. The state shall approve any changes to said fee schedule. Pursuant to the FCC Order, there will be no Compensation payable on video visitation services under this Agreement. All video visitation will be billed in *per minute* increments and no longer billed by maximum session amount.

Video Visitation Services: **\$0.16 per minute** Remote Visit Price

Enhanced Services – Inmate Fees				
Services Name	Frequency	Content Fee	Infrastructure Fee	Total Fee
Message Link	Per Message	\$0.25	\$0.00	\$0.25
Document Link	No Charge	\$0.00	\$0.00	\$0.00
Commissary Link	No Charge	\$0.00	\$0.00	\$0.00
Request Link	No Charge	\$0.00	\$0.00	\$0.00
Grievance Link	No Charge	\$0.00	\$0.00	\$0.00
eBooks	No Charge	\$0.00	\$0.00	\$0.00
Breaking Free Application	No Charge	\$0.00	\$0.00	\$0.00
Game Center	30 Days	\$4.99	\$1.00	\$5.99
Game Center	14 Days	\$2.99	\$0.75	\$3.74
Game Center	7 Days	\$1.99	\$0.50	\$2.49
Streaming Music	30 Days	\$8.99	\$16.00	\$24.99
Streaming Music	14 Days	\$5.99	\$9.00	\$14.99
Streaming Music	7 Days	\$2.99	\$5.00	\$7.99
Movies	3 Hour Unlimited	\$0.99	\$3.00	\$3.99
Movies	24 Hour Unlimited	\$2.99	\$5.00	\$7.99
Replacement Headphones	Per Unit	N/A	N/A	\$5.99
Replacement Chargers	Per Unit	N/A	N/A	\$7.99

Revision Date: 03/28/2025

Contract # 33430
Amendment # 5

Page 3 of 22

365 Day On-Line Call Recording Storage	No Charge	\$0.00	\$0.00	\$0.00
60 Day On-Line Video Recording Storage	No Charge	\$0.00	\$0.00	\$0.00
Live Monitoring	No Charge	\$0.00	\$0.00	\$0.00
Call Detail Reporting Tools	No Charge	\$0.00	\$0.00	\$0.00
CD Burning Tools	No Charge	\$0.00	\$0.00	\$0.00
PREA Support	No Charge	\$0.00	\$0.00	\$0.00
24X7 Technical Support	No Charge	\$0.00	\$0.00	\$0.00
Hot Alert	No Charge	\$0.00	\$0.00	\$0.00
Audit Tools	No Charge	\$0.00	\$0.00	\$0.00

Page 35, Section 6.1.163 of Attachment A is hereby amended by the addition of the following:

6.2.163. Effective April 13, 2025, commissions for phone calls, video visitation, and tablet content will no longer be paid to the State.

Page 41, Section 10, Prison Rape Elimination Act (PREA), of Attachment A is hereby deleted in its entirety and replaced as set forth below:

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:

[Prisons and Jail Standards | PREA](#)

III. **Attachment B, Payment Provisions.** The payment provisions are amended as follows:

Page 42, Section 2, Commission of Attachment B is hereby deleted in its entirety from the Contract. Pursuant to the FCC Order, there will be no Compensation payable on Contractor voice calling services under this agreement.

IV. **Attachment C, Standard State Provisions for Contracts and Grants.** Attachment C is hereby deleted in its entirety and replaced as follows:

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated October 1, 2024) constitutes part of this Contract and is hereby incorporated by

Contract # 33430
Amendment # 5

Page 4 of 22

reference as if fully set forth herein and shall apply to the Contractor and to the purchase of all goods and/or services by the State under this Contract. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

- V. **Attachment D, Information Technology System Implementation.** Attachment D is hereby deleted in its entirety and replaced by the Attachment D 01/12/2024 attached to this Amendment.
- VI. **Attachment F, Agency of Human Services Customary Contract & Grant Provisions.** Attachment F is hereby deleted in its entirety and replaced by the Attachment F, revised 06/19/2024, attached to this agreement.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

State of Vermont Cybersecurity Standard Update. Contractor confirms that all products and services provided to or for the use of the State under the Contract shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of this Amendment to the Contract. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

This document consists of 22 pages. Except as modified by this Amendment No. 5, all provisions of the Contract remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

Revision Date: 03/28/2025

Contract # 33430
Amendment # 5

Page 5 of 22

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

By the State of Vermont:

Date: 4/15/2025


Signature: 
DocuSigned by:
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Name: Kristin Calver

Title: Deputy Commissioner

By the Contractor:

Date: 4/15/2025

Signature: 
Signed by:
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Name: Maribeth Kuznia

Title: Sr. Contracts Manager

ATTACHMENT D
INFORMATION TECHNOLOGY SYSTEM IMPLEMENTATION
TERMS AND CONDITIONS (rev. 01/12/2024)

1. NO SUBSEQUENT, UNILATERAL MODIFICATION OF TERMS BY CONTRACTOR

Notwithstanding any other provision or other unilateral license terms which may be issued by Contractor during the Term of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for the products and services being purchased by the State, as applicable, the components of which are licensed under the Contractor Documents, or the fact that such other agreement may be affixed to or accompany the products and services being purchased by the State, as applicable, upon delivery, the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

2. TERM OF CONTRACTOR'S DOCUMENTS; PAYMENT TERMS

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

3. OWNERSHIP AND LICENSE IN DELIVERABLES

3.1 Contractor Intellectual Property.

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

Title, ownership rights, and all Intellectual Property Rights in and to The Solution will remain the sole property of Contractor or its suppliers. The State acknowledges that the source code is not covered by any license hereunder and will not be provided by Contractor. Except as set forth in this Contract, no right or implied license or right of any kind is granted to the State regarding The Solution or any part thereof. Nothing in this Contract confers upon either party any right to use the other party's trade names and trademarks, except for permitted license use in accordance with this Contract. All use of such marks by either party will inure to the benefit of the owner of such marks, use of which will be subject to specifications controlled by the owner.

3.2 State Intellectual Property; User Name

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

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

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

3. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

3.1 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.

3.2 **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.

4. SECURITY OF STATE INFORMATION

- 4.1 **Security Standards.** To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* (version 4 or higher) and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from

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

4.2 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.

4.3 Security Policies. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure, and will have provided a copy of such policy to the State. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

4.4 Operations Security. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor shall cause an SSAE 18 SOC 2 Type 2 audit report to be conducted annually. The audit results and the Contractor's plan for addressing or resolution of the audit results shall be shared with the State within sixty (60) days of the Contractor's receipt of the audit results. Further, on an annual basis, within 90 days of the end of the Contractor's fiscal year, the Contractor shall transmit its annual audited financial statements to the State.

4.5 Redundant Back-Up. The Contractor shall maintain a fully redundant backup data center geographically separated from its main data center that maintains near realtime replication of data from the main data center. The Contractor's back-up policies shall be made available to the State upon request. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

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

5. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

5.1 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 outstanding litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the Deliverables as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product; and (c) none of the Deliverables or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.
- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (vi) Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

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

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

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

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

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

6. TRADE SECRET, PATENT AND COPYRIGHT INFRINGEMENT

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

7. REMEDIES FOR DEFAULT; NO WAIVER OF REMEDIES

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

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

8. NO ASSUMPTION OF COSTS

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

9. TERMINATION

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

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

Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State Materials are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting the State Materials, in a format usable without the use of the Services and as agreed to by State, at no additional cost.

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

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

10. ACCESS TO STATE DATA:

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

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

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

11. AUDIT RIGHTS

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

At a minimum, such audits, inspections and access shall be conducted to the extent permitted or required by any laws applicable to the State or Contractor (or such higher or more rigorous standards, if any, as State or Contractor applies to its own similar businesses, operations or activities), to (i) verify the accuracy of charges and invoices; (ii) verify the integrity of State Data and examine the systems that process, store, maintain, support and transmit that data; (iii) examine and verify Contractor's and/or its permitted contractors' operations and security procedures and controls; (iv) examine and verify Contractor's and/or its permitted contractors' disaster recovery planning and testing, business resumption and continuity planning and testing, contingency arrangements and insurance coverage; and (v) examine Contractor's and/or its permitted contractors' performance of the Services including audits of: (1) practices and procedures; (2) systems, communications and information technology; (3) general controls and physical and data/information security practices and procedures; (4) quality initiatives and quality assurance, (5) contingency and continuity planning, disaster recovery and back-up procedures for processes, resources and data; (6) Contractor's and/or its permitted contractors' efficiency and costs in performing Services; (7) compliance with the terms of this Contract and applicable laws, and (9) any other matters reasonably requested by the State. Contractor shall provide and cause its permitted contractors to provide full cooperation to such auditors, inspectors, regulators and representatives in connection with audit functions and with regard to examinations by regulatory authorities, including the installation and operation of audit software.

12. DESTRUCTION OF STATE DATA

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

Contract # 33430
Amendment # 5

Page 15 of 22

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

13. CONTRACTOR BANKRUPTCY.

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

- 14. 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 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: The notice required under the Use and Protection of State Information terms of Attachment C shall be provided to the Agency of Digital Services Chief Information Security Officer. <https://digitalservices.vermont.gov/about-us/contacts>. Party shall in addition comply with any other data breach notification requirements required under federal or state law or Attachment E.

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.

AHS ATT. F 6/19/2024