

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 #: 49243 Amendment #:
Vendor Name: Inmate Calling Solutions, LLC DBA ICSolutions VISION Vendor No: 427613
Vendor Address: 2200 Danbury Street, San Antonio, TX 78217
Starting Date: 02/28/2025 Ending Date: 02/27/2025 Amendment Date:
Summary of agreement or amendment: Incarcerated Individual Telephone and Technology Kiosk

II. FINANCIAL & ACCOUNTING INFORMATION

Maximum Payable: \$100,000.00 Prior Maximum: \$ Prior Contract # (If Renewal): 34430
Current Amendment: \$ Cumulative amendments: \$ % Cumulative Change: %
Business Unit(s): 03480; ; - [notes:] VISION Account(s): 507600;
Estimated Funding Split:

100.0	% GF		% SF		% EF		% Other
	% TF		% GC		% FF		(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.



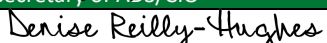


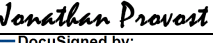

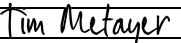
☐ Yes ☒ No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

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)
2/20/2025	 Kristin Calver	2/25/2025	 Kristin McLure
2-Date	2-Secretary of ADS/CIO		Additional Approvals below if required by Agency process
2/26/2025	 Denise Reilly-Hughes	2/20/2025	 Diane Irish
3-Date	3-AGO Approval		
2/20/2025	 Lauri Fisher	2/25/2025	 Jonathan Provost
4-Date	4-Secretary of Administration		
2/27/2025	 Nick Kramer	2/27/2025	 Tim Metayer

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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: 02/18/2025

2/26/2025

DocuSigned by:

Denise Reilly-Hughes

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

VIA: Jon Provost

2/25/2025

DocuSigned by:

Jonathan Provost

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From: ADS Procurement Advisory Team (PAT)

Subject: CIO approval of contract between the Department of Corrections and Inmate Calling Solutions LLC.

The Agency of Digital Services (ADS) PAT reviewed contract between the Department of Corrections and Inmate Calling Solutions LLC, at our January 17, 2025 meeting.

The Department of Corrections (DOC) provides Incarcerated Individual Commissary, Banking, Deposits and Friends and Family Package Program to approximately 1,400 individuals statewide, housed in six correctional facilities.

In February 2024, the DOC issued a Request for Proposals (RFP) for these services and evaluated submissions from multiple bidders. Following a comprehensive review process, site visits, product demonstrations, Inmate Calling Solutions, LLC d/b/a ICSolutions, was selected as the vendor to provide an Incarcerated Individual Telephone and Technology Kiosk Solution.

Kiosks will offer the ability for video visitation as well as various media available for purchase to be viewed or played through handheld tablets. The State will receive a commission based on a percentage of the cost of the services provided as outlined in Attachment A. The commission supports funding for the Department's recreational supplies and activities.

DOC is requesting approval of the contract with a term of four years plus two additional two-year extensions.

The PAT Team recommends CIO approval of this contract,



ADS Review Verification Sheet				
Project Name:	Inmate Calling Solutions			
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	Bill Froberg			
Deputy CISO	David Kaiser			
Chief Data Officer	Josiah Rachie			
IT Leader				
Chief Technology Officer	Mark Combs			
Secretary	Denise Reilly-Hughes			
				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	Stacy Gibson-Grandfield			
Enterprise Architecture	Bill Froberg			
Deputy CISO	David Kaiser			
Chief Data Officer	Josiah Raiche			
IT Leader				
Risk Management	Rebecca White			
Chief Technology Officer	Mark Combs			
Secretary	Denise Reilly-Hughes			
				Date e-signed approval:
	Contract or Amendment			
	Reviewer Name	Date Received	Date Review Completed	Ok to Sign Contract from Reviewer's perspective?
IT Contracting Specialist	Jon Provost	1/14/2025	1/16/2025	Yes
Deputy Chief Financial Officer	Emily Mascitti	1/14/2025	1/17/2025	Yes
EPMO/OPM	Stacy Gibson-Grandfield	1/14/2025	1/17/2025	Yes
Enterprise Architecture	Bill Froberg	1/14/2025	1/16/2025	Yes
Deputy CISO	David Kaiser	1/14/2025	1/16/2025	Yes
Chief Data Officer	Jake Durell	1/14/2025	2/18/2025	Yes
IT Leader	Mike Nagle	1/14/2025	1/17/2025	Yes
Risk Management	Rebecca White	1/14/2025	1/16/2025	Yes
Chief Technology Officer	Mark Combs	1/14/2025	1/16/2025	Yes
Secretary	Denise Reilly-Hughes	1/14/2025		
				Date e-signed approval:



MEMORANDUM

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

FROM: Kristin Calver, Deputy Commissioner, Department of Corrections

DATE: 01/16/2025

SUBJECT: Administrative Bulletin 3.5 Waiver Request

2/20/2025

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Kristin Calver

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DocuSigned by:

Diane Irish

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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: Inmate Calling Solutions, LLC, DBA ICSolutions	CONTRACT #: 49243
ESTIMATED CONTRACT AMOUNT: \$ 100,000.00	SUGGESTED CONTRACT TERM
	START DATE: 02/28/2025 END DATE: 02/27/2029

Describe the waiver request

The Department of Corrections Requests a waiver to the standard contract term to allow for a four (4) year initial term plus two additional two-year periods.

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 February 2024, the Department of Corrections (DOC) issued an RFP, following ADS approval in January 2024, for its Incarcerated Individual Commissary, Banking, Tablet, Telephone, and Video Visitation Kiosk solutions. These services support approximately 1,400 incarcerated individuals statewide, housed in six correctional facilities. The DOC is obligated to provide Vermont's incarcerated individuals with means of communication to family and community ties.

The current contract, which began on April 15, 2017, is set to expire on April 13, 2025. Given the integration of software, hardware, and technological infrastructure across our facilities, as well as considerations related to security, vocational programs, and training, we find it necessary to request a waiver of the standard contract term. We plan to collaborate with the new contractor, ICSolutions, to ensure a successful transition from the current provider within 60 days of the initial term. This overlap with the existing agreement is essential to facilitate a smooth transition and establish the necessary infrastructure.

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.

To maintain the effectiveness of this solution and ensure the Department remains fully compliant with Vermont Title 28 V.S.A. § 802a and DOC APA Rule #13-043, it is crucial to allocate additional time. This time is necessary to effectively manage the transition process, address the complexities of integrating new systems, and meet the operational and regulatory requirements associated with onboarding a new contractor for these services. Careful planning and execution during this period will help ensure continuity of services, minimize disruptions, and uphold the standards mandated by law and policy.

Next Steps

Provide an overview of steps the departments will take in the future to reduce the need for similar, future, waiver requests. The department may need to continue to request reasonable term waivers for this solution to ensure long term stability of the program for the incarcerated population.

ACTING SECRETARY OF ADMINISTRATION
APPROVED:

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

Signed by: Nick Kramer 2/27/2025
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DocuSigned by: Denise Reilly-Hughes 2/26/2025
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DocuSigned by: Tim Metayer 2/27/2025
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Contract Name: ICSolutions, LLC
Contract #: 49243

AGO Certification Checklist

Is this a retainer-type contract? No

If yes, can compliance be certified at the retainer level? Select One

Part I: please answer the below three questions:

- Yes 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.
- Yes 2) The services provided are not the same as those provided by classified State employees within the agency.
- Yes 3) The contractor customarily engages in an independently established trade, occupation, profession, or business.

Part II: If answering "no" 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: ICSolutions, LLC
Contract #: 49243

AGO Certification Checklist

If applicable, provide additional comments here.

Kristin Calver

Project Manager Name

01/15/2025

Date

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, Department of Corrections (hereinafter called “State”), and Inmate Calling Solutions, LLC d/b/a ICSolutions with a principal place of business in 2200 Danbury Street, San Antonio, TX 78217 (hereinafter called “Contractor”). Contractor’s form of business organization is a California limited liability company. 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 Incarcerated Individual Telephone 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 \$100,000.00.

4. **Contract Term.** The period of Contractor’s performance shall begin on February 28, 2025, and end on February 27, 2029, such period, the “Initial Term”. This contract may be extended for up to two, two-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: James Cowell

Phone: (210) 542-4710

Email: james.cowelljr@icsolutions.com

b. For the State:

Name: Monique Sullivan

Phone: 802.798.9895

Email: Monique.Sullivan@vermont.gov

9. ***Attachments.*** This contract consists of 72 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 10/01/2024)

Attachment D-1 – Information Technology System Implementation Terms & Conditions
(revision date 01/12/2024)

Attachment D-2 – Modification of Customary Provisions of Attachment C & Attachment F

Attachment E – Business Associate Agreement

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

Attachment G – Service Level Agreement

Attachment H – Project Plan

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

(9) Attachment G

(10) Attachment H

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: 2/28/2025

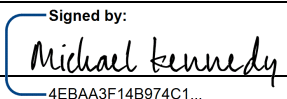
Signature: 7C6A1DD6EEA94AB...

Name: Kristin Calver

Title: Deputy Commissioner

By the Contractor:

Date: 2/28/2025

Signature: 4EBAA3F14B974C1...

Name: Michael Kennedy

Title: VP Sales & Marketing

ATTACHMENT A – STATEMENT OF WORK

1. PURPOSE

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

The Contractor shall provide the following services for the State for its Telephone and Technological Kiosk Solution (the Work). The Contractor is ultimately responsible for satisfying, in full, the scope of services and performance expectations as defined within this contract. The Contractor will furnish all materials, labor, software, hardware, and equipment required to operate, deliver and maintain a solution including video visitation and messaging on handheld devices, and provide incarcerated individual telephone services to the incarcerated individuals utilizing the Contractor’s system to all current and future correctional facilities operated by the State as described in this document. Contractor has extensive experience in the Correctional field. This Contract specifies the obligations of each party with additional provisions detailed in the attached Attachments-

2. EXISTING SYSTEMS.

Contractor must be compliant with the State’s technology standards and existing hardware.

3. OBJECTIVE

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

The State operates six (6) locations statewide, housing approximately 1,400 incarcerated individuals:

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

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

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

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

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

3.1. PERIOD OF INSTALLATION AND IMPLEMENTATION AND TRAINING

The period of installation and implementation and training shall not exceed two (2) months from the execution date of this Contract. Support and maintenance shall begin February 1, 2025, and will continue through the Contract Term as the same may be extended by the parties.

4. DEFINITIONS

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

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

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

5. PROJECT MANAGEMENT

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

5.1. CONTRACTOR PROJECT MANAGEMENT AND SUPPORT

5.1.1. CONTRACTOR'S PROJECT MANAGER

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

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

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

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

The State will supervise the Contractor’s performance to the extent necessary to ensure that the Contractor meets performance expectations and standards. Contractor’s Project Manager shall work closely with the State on a day-to-day basis. Contractor’s Project Manager shall be on-site in Vermont as the State may require during the entire project based upon an agreed project schedule. Contractor’s Project Manager shall be required to

schedule and facilitate weekly project team status meetings either onsite in Vermont or via teleconference.

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

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

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

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

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

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

the part of the contractor. A change order shall define the effort involved in implementing the change, the total cost or associated savings to the State, of implementing the change, and the effect, if any, of implementing the change on the project schedule.

The Contractor will comply with any additional software, modules, functionalities, or State directives introduced at any time during the term of this contract that were not included in the original requirements. The State will provide the Contractor with the details of such changes. The Contractor will implement these changes at no additional cost to the State.

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

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

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

The State shall be responsible for the review and acceptance of project management documentation.

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

5.1.2. PROJECT MANAGEMENT AND SUPPORT

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

5.1.3. KEY PROJECT STAFF

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

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

5.1.4. KEY PROJECT STAFF CHANGES

Contractor shall not change members of Key Project Staff without providing the State written justification, a comprehensive transition plan and obtaining prior written approval

of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld.

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

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

5.2. PROJECT PLANNING

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

5.2.1. MEETING PROTOCOLS

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

5.2.2. PROJECT DOCUMENT STORAGE

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

5.3. PROJECT PLAN IMPLEMENTATION

The Contractor has compiled a preliminary "baseline" Project Plan, referred to as Project Plan, for the purposes of this Contract using the best available knowledge at the time of Contract signing. The Contractor shall update the Project Plan after execution of this Contract during the Project Development as required pursuant to the terms herein (e.g., updated tasks and task descriptions, updated meeting dates, updated resource assignments, updated milestone dates). Any such changes shall be communicated in writing by the Contractor to the State Contract Manager by executing a new or revised Project Plan or other documentation acceptable to the State. Such changes are subject to State review and approval. The parties shall work together to implement the Project Plan changes in

accordance with the terms of this Contract, however, in no event shall revisions to the Project Plan be deemed to amend this Contract. Changes to project scope, term or maximum amount shall require a Contract amendment.

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

6. SCOPE OF WORK

6.1. GENERAL REQUIREMENTS

- 6.1.1. All persons who enter Vermont Correctional Facilities must first pass a background check as required by State.
- 6.1.2. The following objectives must be met for this contract to result from this process:
 - The Contractor will provide, support and maintain any software, hardware, interfaces, and communications infrastructure required to operate the incarcerated individual account solution. NOTE: Contractor must provide their own Internet connectivity, e-mail, and account management.
 - To maintain an open collaborative relationship with the administration and staff of the State as well as any other State agencies and departments deemed necessary by the State.
 - Contractor will provide all services described in this contract.
 - Contractor is experienced and has provided documented experience in the field of technology solutions, specifically for facilities, the size and scope of the State.
- 6.1.3. Contractor has furnished evidence of an acceptable staffing plan, identifying the background of the responsible staff, job descriptions, and written work plan that demonstrates the ability of the Contractor to fulfill the requirements of this contract. For reasons of security, the State reserves the right to approve all system administration personnel who have access to the system and to conduct background investigations of all assigned system administration Contractor employees.
- 6.1.4. The Contractor will provide a single point-of-contact for any service outage or remedial maintenance issue that may arise 24 hours per day, 7 days per week and 365 days per year. Contractor will provide a 24-hour, toll-free service number. A live customer service representative must be available at all times for service calls. All service requests must result in an immediate trouble ticket generation with severity level assignment. Trouble tickets must track all activities related to the service call, including resolution time, method, and follow up communication to the State will be done documenting completion.
- 6.1.5. Contractor's system(s) will be capable of processing a data import including, but not limited to, a .csv file format.
- 6.1.6. Contractor's system(s) will allow for highly configurable daily, weekly, or monthly scheduled imports from external data sources.

- 6.1.7. Contractor's system(s) will allow the secure transmission of selected files/information to community/outside entities.
- 6.1.8. Contractor's system(s) will have 24/7 availability.
- 6.1.9. Contractor's system(s) will have a 99.9% uptime including all scheduled and unanticipated updates.
- 6.1.10. Contractor's system(s) will have the ability to handle up to 400 concurrent users with sub-second response times for transactions; appropriate (approved) response times for reports.
- 6.1.11. The Contractor will provide on-site repair time, method, and level of services for all locations. Contractor has the ability to handle emergencies and has an escalation plan.
- 6.1.12. Contractor will have an automated tracking system for problem requests as they are opened, updated, and closed by the field technicians, providing detail to show the problem and final resolution of said problem. Should the escalation plan as provided by the Contractor not be followed explicitly, the Contractor will be liable for lost commissions during times that phones were in need of repair and not properly operating. The lost commission will be calculated by multiplying the average number of calls for each call type x (multiplied by) the then prevailing calling rates x the commission rate. The specific commission shall be calculated by the State and the State will advise the Contractor of all commissions due. The Contractor will pay the calculated lost commission with the next commission payment due the State. Contractor will be allotted time between the notification and the next commission payment to validate the lost commission.
- 6.1.13. The Contractor has provided the State with a complete list of business, cellular, and pager numbers for its contractors/subcontractors, managers, administrators, technicians, etc.
- 6.1.14. The Contractor will provide a copy of the company's current repair procedure policy for both normal maintenance and emergency outages as it relates to this contract.
- 6.1.15. Contractor will have the ability to remotely diagnose and repair the systems covered in this contract. Repair technicians must have remote access to all system controls via a secured Wide Area Network (WAN) or modem connection supplied by the Contractor at no cost to the State. The system software will provide continuous non-intrusive remote diagnostic tests without State personnel intervention. When the system detects a problem, alarms indicating system malfunctions and network problems will be sent to the Contractor. The system software will include remote diagnostic programs to indicate the operational status of critical system components.
- 6.1.16. The Contractor will provide continuous on-line diagnostics and continuous supervision, as well as local remote offline system control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and program control shall be accessible via a secured Wide Area Network (WAN) or modem connection by service center personnel and will provide failure reports, service history, and other diagnostics.
- 6.1.17. The Contractor will provide a complete solution including all equipment, software, and infrastructure necessary to provide the services required in this contract. These services include, but are not limited to, telephone sets, kiosks, handheld

- devices, and any/all necessary wiring, connectors, jacks, security, and monitoring systems/equipment. Installation and maintenance will be performed in accordance with the manufacturer's specifications. This includes expansion of any existing location or newly constructed location throughout the state.
- 6.1.18. The Contractor will be responsible for all equipment, software, and infrastructure including Contractor network and connectivity in its entirety or its individual components including, but not limited to, normal wear/use, 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 Contractor of the system problem by the Location or State designee.
- 6.1.19. Contractor will provide any and all equipment in areas accessed by incarcerated individuals that will be sturdy, vandal resistant, and composed of durable, tamper-free equipment suitable for a detention environment. The equipment must contain no removable parts. Telephones for the Incarcerated Individual Telephone Solution (IITS) will be non-coin.
- 6.1.20. Contractor will provide solution hardware that must be of detention grade quality; tamperproof user end equipment is required; a minimum of moving, removable, metallic parts, or any object which could be used as or fashioned into an offensive item, must not be present at the user end in the solution.
- 6.1.21. Contractor will ensure that all Units providing input will have a tamperproof industry standard shatterproof monitor.
- 6.1.22. Contractor will be responsible for all cables and power cords which must be stored in a secure manner.
- 6.1.23. Contractor will provide equipment with enabled video playback that must have an internal speaker.
- 6.1.24. Contractor must supply over-the-ear headphones with each tablet at no cost to the State.
- 6.1.25. Contractor will have the ability to secure all access ports and/or connections with lockable doors or behind/under secured unit.
- 6.1.26. Contractor's Solution will contain incarcerated individual usage tracking.
- 6.1.27. Contractor kiosks and handheld devices have a real-time automatic process to update materials as needed.
- 6.1.28. Contractor will provide equipment that is compliant with American Disability Act (ADA) guidelines.
- 6.1.29. All hardware provided for this contract will be maintained and warrantied for the duration of the contract term. Software will be updated as upgrades are made available and at no cost to the State. All required commissary interfaces are already implemented and operational; for any new interfaces are required, Contractor and State Commissary vendor will work to ensure smooth transition and minimal disruption to facility operations.
- 6.1.30. The Contractor will indicate any environmental conditions required for the Solution. Contractor will include any air conditioning or heating requirements for equipment provided. The Contractor is required to supply the necessary heating or cooling system.

- 6.1.31. For each location installation, the Contractor has provided an implementation plan which does include an installation schedule. The plan, including quantities of equipment, must be approved by the State before initiation and any updates or changes to this plan must be submitted to and approved by the State. Please note that any and all installations must be accomplished during normal business hours at each location or as directed by the location's onsite Superintendent.
- 6.1.32. The Contractor will adhere to all applicable State, Agency, and Departmental IT policies and procedures regarding information protection and security. The Solution must be approved by the Chief Information Security Officer (CISO), including risk assessments as required.
- 6.1.33. 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 \(vermont.gov\)](#).
- 6.1.34. The Contractor will obtain the State's written permission before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing or potentially cause structural damage.
- 6.1.35. Use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the location are at the risk of the Contractor. No exposed wiring will be permitted. Ownership of any wiring or conduit placed under this Agreement by the Contractor becomes the State's property upon termination and/or expiration of the Agreement.
- 6.1.36. The Contractor agrees that, should any cabling work be required as part of any installation, all new cable shall be used and marked clearly and legibly at both ends, and must meet all applicable [Electronic Industries Alliance \(EIA\)/Telecommunications Industry Association \(TIA\)](#) wiring standards for commercial buildings. All new cabling required by the Contractor will be installed by the Contractor at no cost to the State.
- 6.1.37. The Contractor will restore to original condition, at its own cost, any damage to the State's property caused by maintenance, installation, or removal by personnel associated with the Contractor including, but not limited to, repairs to walls and ceilings.
- 6.1.38. The Contractor will clean up and remove all debris and packaging material resulting from work performed.
- 6.1.39. The Contractor will provide and install adequate surge and lightning protection equipment on all equipment used to support the Contractor provided system/equipment for one (1) hour in the event of a power outage. This shall include an uninterruptable power supply (UPS) for the switch, if required. UPS units must be adequate for the size of each location. Adequacy must be documented based on UPS manufacturer's recommendations. The Contractor will provide, install, and maintain (according to manufacturer's specification) all UPS equipment at each of the locations. The Contractor will replace all UPS equipment upon expiration of the manufacturer's life cycle of the installed product. The use of traditional "power strips" for surge protection is not acceptable.

- 6.1.40. The Contractor is responsible for all aspects of the coinless telephones, such as acquisition, installation, operation, service, and maintenance. The State will be responsible only for making the space for the telephones available to the Contractor. The State shall not be obligated to make any improvements to the space provided for the telephones and/or Contractor equipment.
- 6.1.41. Upon completion of initial installation and ongoing installations, Contractor will provide the State with a list of identifying information for all equipment including, but not limited to, serial numbers, make/model, telephone numbers, and locations of each unit.
- 6.1.42. The Contractor will provide reporting and querying methods and capabilities which provide maximum flexibility and speed. The Contractor will provide reporting capabilities of the system including, without limitation, the ability of the system to access reports or a subset of reports to designated State personnel by password or other structured access and how this will be accomplished. Authorized users can generate real time “ad hoc” reports by defining individual query based on data of interest. Custom parameters can be saved for the individual or to be use by all authorized users.
- 6.1.43. All systems contained within this contract will have the capability to interface with all others in order to provide the maximum level of service and scalability. Contractor’s Solution is capable of transferring monies, purchase information, and other data for a seamless user experience. Any systems contained in this Solution must be capable of receiving interface data from State’s Offender Management System (OMS) for current placement and transfer of incarcerated individuals between locations. Additionally, the system, including any tablet-based solutions, will have the capability to ensure that all relevant information follows an incarcerated individual as they move between facilities.
- 6.1.44. Contractor’s system(s) will have extensive auditing and reporting capabilities including but not limited to user access reports, revenue reports, and other system activity reports to ensure the State can audit the system at any time. A complete audit trail of transactions is permanently stored in the system. Data stored is including by not limited to user, location, timestamp and any related transactions and activities, such as collection of debt, checks, debit cards, stored documents, custom fields, and notes required at time of entry, cash drawer relationships, bank relationships, accounts payable and accounts receivable summarizations, disbursement, and fiscal period actions.
- 6.1.45. Contractor will cooperate with State audit requests.
- 6.1.46. Contractor system(s) will provide redundancy to limit or virtually eliminate system downtime due to hardware component failure.
- 6.1.47. Off-site storage of all data will be in a minimum of three (3) locations within the continental United States of America to avoid any possibility of call detail records being lost. Contractor has data center locations in Atlanta, Georgia, San Antonio, Texas, and St. Louis, Missouri. Data will be stored for three (3) years unless given to the State at the termination or cancellation of this contract.

6.2. TRANSITION PLAN

- 6.2.1. The Contractor will work with the State and any incumbent contractor to ensure an orderly transition of services and responsibilities under the Agreement and to ensure the continuity of the services required by the State.
- 6.2.2. Upon expiration, termination, or cancellation of the Agreement, the Contractor will cooperate in an orderly transfer of responsibility and/or the continuity of the services required under the terms of the Agreement to an organization designated by the State.
- 6.2.3. The Contractor solution will store legacy information as determined by the State, in accordance with the State records retention schedules. Dependent on cooperation with the previous provider, Contractor will convert data such as incarcerated individual usage and monitoring details, grievance details, and other relevant records from the existing system and imported into the new system.
- 6.2.4. The Contractor will have a transition plan to convert existing and historical data housed in current systems to data within the new system(s) contingent upon cooperation with the previous provider.
- 6.2.5. The Contractor acknowledges all data contained within the Solution will be the property of the State and will be provided to the State by the Contractor within ninety (90) days of request or termination of the contract. The data will be in a format specified by, and at no cost to, the State.
- 6.2.6. The Contractor agrees to remove its equipment at the conclusion of the contract in a manner that will allow the reuse of that wire distribution.
- 6.2.7. The Contractor agrees the workstations and associated infrastructure shall become the property of the State at the expiration, cancellation, or termination of this contract.
- 6.2.8. The Contractor will discontinue providing service or accepting new assignments under the terms of the contract, on a date specified by the State. Contractor will continue to provide all services in accordance with the terms and conditions, requirements and specifications for a period not to exceed ninety (90) calendar days after the expiration, termination, or cancellation date of this contract.
- 6.2.9. As locations complete the user acceptance testing, the Contractor and State will mutually agree upon the billing start date. This start date may vary from location to location depending on the completion of the "system functionality testing".
- 6.2.10. The Contractor will provide training to the State's staff at each location sufficient to enable State staff to successfully use the system. Additional training will be provided to new staff assigned during the contract period at no cost to the State.
- 6.2.11. Training documentation will be provided to the State's staff at all training meetings at no cost to the State, including at least one hard copy per site. All manuals will become the property of the State.
- 6.2.12. Informational pamphlets will be available for incarcerated individuals relative to the applicable features and functionalities of the IITS, when requested by the State at no cost to the State.
- 6.2.13. The Contractor and current State Commissary vendor will establish and maintain a seamless, secure, and reliable interface to facilitate the exchange of data and services necessary for the operation of incarcerated individual communication systems and commissary services to include commissary accounting system. The integration shall support real-time data synchronization, where applicable, to ensure accurate records and efficient service delivery. The contractor will provide access to

the software or other requirements required to establish and maintain a seamless and reliable interface. Both parties will monitor and resolve any issues related the functionality of the interface that impacts the services provided at no additional cost to the State.

7. INCARCERATED INDIVIDUAL TELEPHONE SOLUTIONS (IITS) REQUIREMENTS

- 7.1.1. The IITS 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.
- 7.1.2. Either party will report to the other party any misuse, destruction, damage, vandalism, liability, etc. to the IITS.
- 7.1.3. All issues surrounding the IITS service will be reported by the Contractor to a contact specified by the State.
- 7.1.4. The Contractor agrees the workstations and wiring 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.
- 7.1.5. Each call, having been identified as being placed through the Contractor's IITS, will be delivered to the called party as a collect call, debit, and/or pre-paid call.
- 7.1.6. Telephone station equipment will be powered by the telephone line and require no additional power source. A power source will be available at the demarcation location. Contractor will be required to identify the demarcation location for each location.
- 7.1.7. In the case of the loss of commercial power and the failure of the UPS, the IITS 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.
- 7.1.8. The Contractor will provide a sufficient number of telephone lines to the IITS to prevent incarcerated individuals from receiving busy signals no more than 0.5% of the time
- 7.1.9. The Contractor will provide telephone reception quality equal to the highest level of toll quality offered to the general public and must meet telecommunication industry standards for service quality
- 7.1.10. The Contractor will provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs, person who are deaf, persons with physical impediments, and person who are blind. Systems must be provided which are compatible with Telephone Devices for the Deaf (TDD), voice activated and/or Brail.
- 7.1.11. Telephone sets must have the ability for amplification or volume control The Contractor will accept the State's decision regarding whether the reception quality meets industry quality standards.

- 7.1.12. The IITS shall monitor the hook-switch of the incarcerated individual telephones and, if the hook-switch is depressed at any time, the call will be disconnected, or an internal dial tone will be activated to prevent fraud. The Contractor will assume all responsibility for fraud.
- 7.1.13. In all circumstances, the system will limit the incarcerated individual to a single call request. Upon termination of each call, the system will require the incarcerated individual to disconnect and initiate another call.
- 7.1.14. The system must guard against “hook-switch dialing” and other fraudulent activities.
- 7.1.15. The system must prevent the incarcerated individual from receiving a second dial tone or “chain dialing”.
- 7.1.16. During the call set up process, the IITS will provide a pre-recorded announcement identifying that the call is coming from a specific incarcerated individual at the location.
- 7.1.17. The system will brand each call with the name of the location and the incarcerated individual placing the call.
- 7.1.18. The IITS will have a fraud prevention feature. This feature will randomly interject pre-recorded announcements throughout the duration of the conversation. The system will continue to play the brand recording at irregular intervals throughout the call.
- 7.1.19. The IITS will offer the called party an option to receive a rate quote during the call set-up process
- 7.1.20. All collect calls, include debit and pre-paid calls, will be clearly identified as a collect call to the called party. The recording will be heard by the called party and be free of any toll charges. Each call (whether collect, pre-paid, or debit) will include the following announcement: “This call will be recorded and is subject to monitoring at any time.” The Contractor will 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.
- 7.1.21. Call acceptance by the called party will be required for all collect, debit, and pre-paid calls through caller confirmation (positive acceptance). The IITS will be able to recognize and distinguish standard or irregular busy signals, standard or irregular ringing signals, answering machines, cellular telephones, pagers, operator intercepts, quick disconnects, chain dialing, no voice for called party, etc. The Contractor’s IITS will meet this requirement.
- 7.1.22. The IITS will have the capability of answer detection.
- 7.1.23. The system will detect the difference between an accepted call, answering machine, busy signal, or other telephone activity.
- 7.1.24. The IITS will process calls on a selective linguistic basis: English, Spanish, and French. The incarcerated individual will be able to select the preferred language utilizing a simple code. The called party will also be able to select the preferred language for call prompts. Written dialing instructions in both English and Spanish will be permanently and prominently displayed on each incarcerated individual telephone.
- 7.1.25. The IITS will provide a recording back to the incarcerated individual which details why a call was not completed.

- 7.1.26. The Contractor will indicate how calls to rotary telephones are handled to ensure completion of all calls.
- 7.1.27. The IITS will allow multiple State staff simultaneous access while maintaining adequate security to prevent unauthorized use and access. Access is managed through a series of usernames, passwords, and account privileges set within the system and provide records of user activity upon request.
- 7.1.28. The Contractor will establish an “informant” line. Calls to the “informant” line will be routed via the IITS to a destination designated by the State. The destination for the “informant” line will be an automated voicemail box. This call will not be a charge to the incarcerated individual or State.
- 7.1.29. The telephone network services provided by the Contractor will not be capable of being detected by the called party for calling number identification (caller ID).
- 7.1.30. The IITS will prohibit direct-dialed calls of any type.
- 7.1.31. The IITS will prohibit access to “411” information service.
- 7.1.32. The IITS will prohibit access to “911” emergency services.
- 7.1.33. The IITS will prohibit access to any toll free and/or pay per services lines.
- 7.1.34. The IITS will prohibit access to multiple long-distance carriers via 950, 800, and 10 10-XXX numbers.
- 7.1.35. The IITS will prevent incarcerated individuals from circumventing the telephone systems, i.e. using the “con” line.
- 7.1.36. The IITS will shut down immediately and in real-time. The State will be able to shut down the ITS manually by cut-off switches at several locations including, but not limited to:
- At demarcation location – total location telephones
 - By central control center – select telephones
 - By select housing units – control center
- 7.1.37. The system will have the capability to be programmed for auto shut off at times designated by the State.
- 7.1.38. The Incarcerated Individual’s call will be muted until the called party has positively accepted the call. The IITS will not allow the incarcerated individual to hear the called party prior to the positive acceptance of the call.
- 7.1.39. The system will not allow the incarcerated individual to communicate with the called party until the called party has positively accepted the call.
- 7.1.40. The IITS will be capable of limiting the length of the call, providing the dial tone at certain times of the day, and allowing a maximum number of minutes per incarcerated individual per month.
- 7.1.41. The Contractor will provide information on any new additional or optional features, investigative or management systems or tools that may be of interest to the State (i.e. word recognition/keyword search, reverse look-up, visitation phone recording, etc.).
- 7.1.42. The system will be password protected to permit only appropriate location personnel access to the system and provide records of user activity upon request.
- 7.1.43. The system will have a solution that handles authentication for the authorization of incarcerated individual calls through a mandatory enrollment process. Enrollment can be completed upon arrival at a facility in a designated enrollment area, or upon intake where it will be a part of the intake process. During initial setup, the system

will automatically prompt the incarcerated individual to make sample voiceprints. Upon completion of the samples, the system will make a recording of the voiceprint that will later be used to initiate all future calls by the incarcerated individual.

7.1.44. Contractor's incarcerated individual Personal Identification Numbers (PINs) and voice print recognition administration will include the following:

- Number of digits in an incarcerated individual PIN will be no fewer than 14 digits
- 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
- Contractor will handle exception, quick-turn-around situations
- 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
- The system will be able to restrict aspects of incarcerated individual calling privileges, and such restrictions can be imposed globally, by site, by housing unit, by incarcerated individual PIN and voice recognition, by telephone, by called number
- The system will allow staff to retrieve and listen to actual voice verifications as needed

7.1.45. The system will have the capability to assign approved calling numbers according to incarcerated individual PINs.

7.2. CALL MONITORING & RECORDING

7.2.1. The system will maintain call recordings, including all attempted and completed calls, and will be available to the State for immediate access throughout the duration of this contract plus and additional three (3) years, or as otherwise required by the State. Archival will include metadata that enables identification and retrieval of specific calls

7.2.2. 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.

7.2.3. The Contractor's system will monitor and record all calls simultaneously for the location. The call monitoring and recording system will provide locations with incarcerated individual call control in recording.

7.2.4. Location personnel will be able to search on-demand and in real-time call recording by dialed number, date, time, incarcerated individual account.

7.2.5. Recording system will be centralized at secure, off-site data centers. Recordings are accessible and can be retrieved by State users from facility workstations or remote computers.

7.2.6. The system will have the ability to extract recorded phone messages.

7.2.7. The system will support both debit and pre-paid applications at all locations. The applications will include, but not be limited to, the following.

- The debit application will interface with the State Commissary vendor for ease of transfer of money from the incarcerated individual balance account to the incarcerated individual IITS account.
- The Contractor's IITS will handle 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 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.
- During the call prompt process, the incarcerated individual will be given the option to select a digit on the keypad to hear their debit and or/incarcerated individual based pre-paid account balance.
- The debit/ incarcerated individual based pre-paid application will allow international calls.

7.2.8. Call charges and rates are as noted below and are in pursuant to 28 V.S.A. § 802a. The listed rates are exclusionary of local, state and federal taxes.

Call Type	Calling Rate
In-State	\$0.028 per minute
Interstate	\$0.06 per minute
International*	Cost + \$0.06 per minute
KEEP FAMILIES CONNECTED Program	\$0.00 - two (2) free calls per individual each week

**For international calls, "cost" means ICSolutions' underlying carrier cost based on an average rate per minute per destination calculated quarterly pursuant to FCC 47 CFR § 64.6010 (e).*

7.3. IITS REPORTING REQUIREMENTS

7.3.1. The IITS will be capable of providing reports for tracking and monitoring that are accessible to the State in real time without requiring intervention. The State will have the option to access reports on demand or schedule them, based on criteria. The IITS will provide the capability to customize reports in a form specified by the State in real-time with no intervention necessary. Reports that may include, but are not limited to, the following:

- Individual call activity
- Daily statistical reports
- Individual calling activities and calling patterns by individual telephone numbers.
- PINs per incarcerated individual or identifying number.
- Calls by Incarcerated individual PIN or other identifying 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)

7.3.2. Information available within these reports shall include but are not limited to:

- Location name
- Originating number
- Terminating number
- Date of call
- Time of call
- Length of call
- Type of call
- Incarcerated individual PIN number.
- Originating station
- Bill type

7.3.3. Billing reports that can be provided or sorted contain the following criteria

- Call detail report
- Amount charged per call.
- 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

7.3.4. The IITS will provide reporting capabilities to reconcile commission payments.

7.3.5. The IITS will have the ability to monitor and record video visits.

7.3.6. The IITS will have the ability to monitor and provide reports on grievances and medical sick calls.

7.3.7. The Contractor will allow the State to generate reports on demand and in real-time, with no intervention necessary. These reports will contain a variety of call information and customizable to suit the State's needs.

7.3.8. Standard reports must include but are not limited to the following:

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

7.3.9. Contractor will supply monthly revenue reports by individual location.

8. INCARCERATED INDIVIDUAL KIPSK/TABLET REQUIREMENTS

8.1. Incarcerated Individual Kiosks/Tablets will have but are not limited to the following requirements:

8.1.1. Ability to send and receive e-mails through a secure network.

8.1.2. Ability to conduct video visits with approved individuals.

8.1.3. Ability to conduct privileged video visitations with professionals included but not limited to attorneys, health care, and mental health providers. These visitations are not recorded; however, a record is created showing the visit occurred.

8.1.4. Ability to conduct internal staff video conferences from the office to incarcerated individual location that can be recorded.

- 8.1.5. Ability to provide/report statistical data on users and trends.
- 8.1.6. Ability to interface with a handheld device/tablet in which incarcerated individuals can access the kiosk module and stream media (e-books, music, videos, movies, games, researched materials, department policies, correctional and educational materials), process e-mail, forward requests.
- 8.1.7. Contractor system offers free content including but not limited to access to incarcerated individual handbooks, agency content chosen by the State, Law Library, Books, Games, etc. Tablets allow premium access to movies, and other web content at a rate of \$0.05 per minute.
- 8.1.8. Provide general population, restricted population, and mentally ill incarcerated individuals access to video conferencing software suited to their needs and abilities. Restrictions can be made towards location, schedule duration and contacts.
- 8.1.9. Hardware for this aspect of the solution must possess sufficient storage capacity to store State specific reference material as determined by the State. Hardware must be capable and compatible to enable the downloading and/or storage of electronic reference material.
- 8.1.10. The Contractor will, either on schedule or on demand, digitize and upload as part of the accessible content customized documents and manuals as determined by the State. Content can be accessed via PDF or video upload and can be set as mandatory or non-mandatory viewing as determined by the State.
- 8.1.11. The Contractor will 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.
- 8.1.12. Solution access will be configured to allow a limited number of functions as determined by the State.
- 8.1.13. All factory loaded games, accessories, media, or unnecessary programs will be permanently removed from Contractor supplied hardware prior to installation.
- 8.1.14. Contractor will provide an individual online solution for each location. The individual solutions will each have a single online connection with multiple stations. Solution will be configured to use Internet Protocol for transport exclusively.
- 8.1.15. Contractor will provide 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).
- 8.1.16. Video visitation system will have recording and monitoring capabilities for the State.
- 8.1.17. Video visitation solution will have the ability for the State to approve or disapprove of visitors who can access the system.
- 8.1.18. Software will enable visitation and self-scheduling by incarcerated individuals or visitors and will allow for oversight and control by State staff.
- 8.1.19. Contractor’s 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 State will have the ability to self-define specific code language for which the system will be able to search/monitor.

- Ability to send and receive e-mail messages or video messages at no cost to the State.
 - Include archive capability, accessible to the State.
- 8.1.20. Handheld devices/tablets will be constructed with a secure covering and without screws or seams. Devices are durable and built to withstand in a correctional environment.
- 8.1.21. Handheld devices/tablets will include power options (battery operated, rechargeable, etc.).
- 8.1.22. Handheld devices/tablets will have the ability to play/display streaming content from kiosks.
- 8.1.23. Handheld devices/tablets will not have internet capability from the device or when connected to the kiosk.
- 8.1.24. Handheld devices/tablets will not have external speakers.
- 8.1.25. 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.
- 8.1.26. Contractor will provide the State with the following video visitation and tablet application fees.
- 8.1.27. Contractor will pay commissions on tablet content, including messaging, to the State.
- 8.1.28. The state will approve any changes to the fee schedule below. The listed rates are exclusionary of local, state and federal taxes.

Call Type	Calling Rate
Remote Video Visitation	\$0.16 per minute
Streaming Tablet Content	\$0.05 per minute
Email / Text Messaging	\$0.25 per message or photo
Voice Messaging	\$0.25 per message

9. INCARCERATED INDIVIDUAL GRIEVANCES

- 9.1. The system will provide the ability to document, track and respond to incarcerated individuals' grievances. General requirements for grievances are as follows:
- 9.1.1. Ability for incarcerated individuals to submit grievances on a tablet.
- 9.1.2. Provide a virtual kiosk that can be accessed by supervised individuals in the community to submit grievances.
- 9.1.3. Ability for authorized State staff to submit grievances on behalf of incarcerated individuals. A customized prompt will be provided to show these were staff assisted submissions.
- 9.1.4. Ability to categorize the type of grievance such as food services, use of force, hygiene, facility cleanliness, medical, or other customized categories as determined by the State.

- 9.1.5. Each step of the grievance has the ability to track access and changes from submission, assessment, appeal, and final result. Tracked changes and access are accessible through a report showing each parties involvement with date and time stamps.
- 9.1.6. Ability to assign different security levels within the system for State staff including but not limited to:
- Who can respond to a grievance.
 - Who can edit a grievance.
 - Who can delete a grievance.
 - Certain grievance category access (such as staff misconduct).
- 9.1.7. Ability to assign grievance and levels for staff review and completion.
- 9.1.8. Ability for State staff to access grievances across facilities.
- 9.1.9. Ability to track grievance alleging State staff misconduct.
- 9.1.10. The ability for grievances to “follow” an incarcerated individual from facility to facility.
- 9.1.11. Ability for Staff to document the status of a grievance (Open, Closed, In Review, etc.)
- 9.1.12. Ability for system to have workflows to account for various types of grievances and process such as investigations, various levels of grievances, etc.
- 9.1.13. Ability to identify grievances as an “Emergency Grievance”. Will have the ability to alert the local Correctional Facility Shift Supervisor (CFSS) alias, grievance coordinator, or other individual as determined by the State upon submission.
- 9.1.14. Ability for staff to track and compile reports including the number, type, facility, status, and outcomes.
- 9.1.15. Ability to alert State when grievances or other inquiries are not addressed in timely manner.
- 9.1.16. Ability for State staff to conduct department wide oversight and monitoring to identify and correct issues.
- 9.1.17. Ability for staff to export data for research and analysis via print, pdf, excel, or any other file types as requested by State.
- 9.1.18. The IITS will have the ability to manage the incarcerated individual grievance and incarcerated individual request system, including the medical sick call system.

10. SCANNED MAIL

- 10.1.** Contractor will provide the state with mail scanning services, either onsite or offsite to be delivered to the assigned Incarcerated Individuals via tablets & kiosks, for the following mail types:
- 10.1.1. Postal mail being sent to the incarcerated individual through the United States Postal Service (USPS).
- 10.1.2. Legal Mail being sent to the Incarcerated Individual from their legal counsel through the USPS.
- 10.1.3. Mail being sent to the incarcerated individual from state staff.

11. STATE DATA SHARING REQUIREMENTS

11.1. Documentation:

11.1.1. Contractor will provide the State with all necessary documentation for the following systems:

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

11.2. Hardware/Software

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

11.3. Open Standards

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

11.4. Application and Database Architecture:

11.4.1. Software Licensing:

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

11.5. Required Project Policies, Guidelines and Methodologies

11.5.1. The Contractor is required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. It is the responsibility of the Contractor to ensure adherence and to remain abreast of new or revised Laws, regulations, policies, standards and guidelines affecting project execution. Agency specific confidentiality and privacy policies, such as Health Insurance Portability and Accountability Act (HIPAA) may apply.

11.6. Tuning and Measurement

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

- Contractor is required to agree to terms acceptable to the State regarding the confidentiality and security of State data. These terms may vary depending on the

nature of the data to be stored by the Contractor. If applicable, the State may require compliance with State security standards, IRS requirements, HIPAA, HITECH and/or FISMA compliance and/or compliance with State law relating to the privacy of personally identifiable information, specifically Chapter 62 of the Vermont Statutes. Further, Contractor hosting the State system will be a “data collector” for purposes of State law and will be required to (i) comply with certain data breach notification requirements; and (ii) indemnify the State for any third-party claims against the State which may occur as a result of any data breach.

- The Contractor agrees to host the State’s solution within the continental United States of America.
- The State reserves the right to periodically audit the Contractor (or subcontractor) application infrastructure to ensure physical and network infrastructure meets the configuration and security standards and adheres to relevant State policies governing the system.
- The State reserves the right to run non-intrusive network audits (basic port scans, etc.) randomly, without prior notice. More intrusive network and physical audits may be conducted on or off site with 24 hours’ notice.
- The Contractor agrees to terms acceptable to the State regarding system backup, disaster recovery planning and access to state data.
- The Contractor agrees to disclose the hosting provider which shall be acceptable to the State for purposes of the data to be stored and will not change the hosting provider without the prior written consent of the State.
- The Contractor is required to guarantee the service level terms of any hosting provider.
- The Contractor agrees to apply service level credits for the failure to meet service level terms.

11.7. Applications Security Standards

11.7.1. The Contractor has reviewed the application and does certify it meets the following:

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

12. STATE-CAUSED DELAYS

12.1. Contractor acknowledges that the State may not be able to meet the time frames specified in an IMS or that the State may determine that it is necessary to delay and/or modify the timing and sequencing of the implementation as provided in the IMS. While the State is committed to the project and shall use reasonable efforts to provide staff and resources necessary to satisfy all such time frames, the State shall not be held responsible or deemed in default for any delays in Solution implementation provided the State uses its reasonable efforts to accomplish its designated responsibilities and obligations as set forth in the IMS. In addition, the State may, at its option, delay

implementation and installation of the Solution, or any part thereof. Notwithstanding any provision to the contrary, if the State Significantly Delays implementation of the Solution, either party may make a Change Request in accordance with Section 8, "Change Order Process," and, if required, an amendment to this Contract. Contractor agrees to adjust the IMS and Payment Milestones deadlines to take into account any State-caused delays; provided, however, that Contractor shall continue to perform any and all activities not affected by such State-caused delay. In the event the State's adjustment to the IMS causes Contractor scheduling conflicts or personnel unavailability, the State and Contractor shall prepare a revised mutually agreeable IMS which may delay the commencement and completion dates of the project and shall take into consideration the readjusted time frames and any necessary resequencing of the activities. Such readjustment, rescheduling or modification of the Project shall be at no additional cost to the State if the delays are less than or equal to thirty (30) days.

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

13. ACCEPTANCE

- 13.1. Acceptance Testing by the State Following Implementation. After Contractor provides written notice to the State that it has completed a Phase of the Solution, the State shall, in accordance with the Formal Acceptance Criteria agreed by the parties, and with full cooperation and assistance from Contractor, conduct all such inspections and tests of the Phase as the State may deem necessary or appropriate to determine whether any Defects exist in the Phase as implemented and whether the Phase as installed materially complies with all of the Installation Test Specifications and Phase specifications as set forth in the Requirements and detailed IMS. Such inspections and tests shall be over a duration mutually agreed upon by the State and Contractor, per Phase, from the date a notice of completion is issued (the "Acceptance Period"). Contractor shall correct all Defects during the Acceptance Period, demonstrate to the State that correction of such Defects has been made, and after so demonstrating correction, shall issue to the State a written Certificate of Completion indicating that no Defects are known to exist in the Phase and/or Solution. The State shall be deemed to have accepted and approved the particular Phase or Solution only upon the State's delivery to Contractor of a signed, written Certificate of Acceptance indicating that the Phase or the Solution, as the case may be, as completed, materially performs in accordance with the Requirements.
- 13.2. If at the end of the Acceptance Period, the State has not issued a signed Certificate of Acceptance to Contractor for that Phase or the Solution, the State may, in its sole discretion, extend the Acceptance Period; provided, however, that the State shall respond within five (5) business days of a written request by Contractor issued after the end of the original Acceptance Period to provide Contractor with the State's status of approval or disapproval for that Phase or the Solution. Any rejection must be in writing and specify the reason for the rejection and must be based upon the continued existence of a Defect in the Phase or Solution or failure of the Phase or Solution to materially perform in accordance with the Requirements. The Certificate of Acceptance shall not be unreasonably withheld by the State. If a Certificate of Acceptance for a Phase or the Solution is signed and delivered by the State, Contractor shall sign said Certificate, with both parties receiving a copy thereof.

14. THIRD PARTY COOPERATION

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

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. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the State at the following address:
AHS.DOCInvoicesBusinessOffice@vermont.gov
AHS/Department of Corrections
280 State Drive, NOB 2 South
Waterbury, VT 05671-2000
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:
 - a. 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.

b. 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.

c. Mail Scanner

- i. The State may purchase mail scanning equipment from the Contractor during the term of this Agreement. Any such purchase will be contingent upon the State and available State funding. This total cost will not exceed \$100,000.00 for the term of the contract.

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.

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 OCTOBER 1, 2024**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated October 1, 2024) 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 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. 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.

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.

3.3 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.

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.

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 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.

ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

SOV CONTRACTOR: Inmate Calling Solutions, LLC d/b/a ICSolutions

SOV CONTRACT No. 49243 CONTRACT EFFECTIVE DATE: 02/28/2025

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: 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.

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ATTACHMENT G SERVICE LEVEL AGREEMENT

1. Introduction

This Service Level Agreement (SLA) outlines the service standards that the Contractor must meet, in addition to fulfilling all the requirements specified in the complete contract. Service Credits will be assessed for failures to meet the specified service levels as defined in Attachment B – Payment Provisions. Should service level failures be severe or chronic, the State reserves the right to address the failures with other contractual remedies.

2. Contractor Responsibilities

2.1.1 Incarcerated Individual Communications System

A. Accountability

All the contractor employees whose job responsibilities fall within the scope of these SLAs and Contract Requirements shall be accountable for the following procedures and methods outlined in this document. The contractor will assign individuals as the key personnel responsible for these SLAs and their related processes and documentation:

1. **Site Administrator/Technicians** - Two dedicated site administrators/technicians will be onsite 40 hours per week to perform emergency repairs of all hardware and telephones, as well as to provide administrative support for the Incarcerated Individual communication system. One site administrator will be stationed at the Northern State Correctional Facility in Newport, while the other will be stationed at Southern State Correctional Facility in Springfield.
2. **Service Technicians** - Local technicians will perform onsite repair and maintenance to equipment located at State facilities, including telephones and network connectivity devices. Remote repair and maintenance of the contractor centralized calling system will be performed by service technicians at your secure data centers.
3. **Technical Service Center Technicians** - Technical Service Center (TSC) Technicians will be available by phone 24 hours a day, 7 days a week, 365 days a year, to answer calls to your toll-free TSC hotline. These technicians will be trained to assist with administrative, customer service, and technical support tasks. They will dispatch technicians as necessary to provide all necessary repairs and maintenance.
4. **Implementation Project Manager** - The Implementation Project Manager will manage technical deliverables and review relevant documentation before submission to the customer.
5. **Regional Account Manager** - The Contractor's Regional Account Manager will provide overall guidance for the implementation project and will be the primary liaison for the State throughout the contract duration. This individual will have overall responsibility for ensuring client satisfaction.
6. **Vice President of Sales & Marketing** - The Vice President of Sales & Marketing will have overall responsibility for efficient and effective customer service delivery to our three distinct sets of customers: State facilities and employees (technical assistance); State Incarcerated Individuals (quality assurance and system uptime); and State Incarcerated Individual families and friends (billing and technical assistance).

B. Management Responsibilities

1. The Contractor's Regional Account Manager will provide overall quality control guidance for the project and will be the primary liaison for the State's Project Manager. This individual will have overall responsibility for ensuring client satisfaction throughout the contract period and any extensions.
2. The Contractor's Implementation Project Manager will manage deliverable development, as well as conduct reviews of documentation before submission to the customer during the pre-implementation and implementation periods.
3. All contractor project team members will follow the deliverable expectations set, participate in peer reviews when requested, and identify problems that interfere with the team's ability to provide high-quality deliverables and services.
4. Technical Service Center Technicians will be trained to assist the State on administrative, customer service, and technical support issues, including repair and preventive maintenance. They will dispatch technicians as necessary and coordinate their activities to resolve repair and maintenance issues.
5. Technicians will perform onsite and remote repair and maintenance of the equipment related to Incarcerated Individual Telephone Service.

C. Tools to Track Performance

The contractor will utilize tools for use in tracking performance from various sources to determine compliance with the areas of the contract, including quality of service, reliability of the Incarcerated Individual Phone Systems, accuracy of pre-programmed numbers, etc. Tools the contractor should utilize, but not limited to, should include:

1. Trouble ticket system
2. Network monitoring
3. Call reports and call detail records
4. Incarcerated Individual complaint forms and/or paperless grievance reports (voice mail)
5. Automated logging of system and network problems
6. Annual (or semi-annual or quarterly, at the State's discretion) Business Reviews

D. Service Procedures

The Contractor's Technical Services Center (TSC) must operate 24 hours a day, 7 days a week, 365 days a year in support of the State's sites in this contract. A toll-free number must be provided for State personnel to be connected with a live Level 1 TSC technician. Each call will be handled with the following basic steps:

1. **Open Ticket & Gather Information** - Information is gathered from the reporting party; a Ticket is opened in the contractor's ticketing systems and the ticket number is provided to the facility representative reporting the issue for a facility.
2. **Assign Technician** - Ticket is assigned to a designated certified technician.
3. **Analysis & Remote Testing, Repair** - Technician will access the site equipment remotely and perform a series of tests to determine the root cause of the problem. If remote resolution is possible, repairs are completed and tested.
4. **Dispatch if Needed** - If the problem requires onsite technical support, the technician is dispatched to the facility and the trouble ticket is upgraded to a Level 3 priority.
5. **Site Analysis & Repair** - Upon arrival at the facility, the onsite technician will test and provide status updates to Contractor TSC personnel and complete recommended repairs.

The onsite technician will carry a replacement set of all major components to replace any defective components.

6. **Testing & Verification** - Following the replacement of the defective component, a series of onsite and remote diagnostic tests will be conducted to confirm the system is fully functional. Will work with SOV staff onsite so they can do a final verification that all is fully functional.
7. **Update Facility & Close Ticket** - Following a successful test, the onsite technician will close the trouble ticket with TSC and inform the facility representative of the closed ticket status.

The Contractor's ticketing system used to enter ticket-specific data and to automatically update the facility with repair progress via email or fax must be kept current. The ticketing systems should maintain a thorough account of all trouble tickets issued by the Contractor's Technical Services Center (TSC) for the life of the contract. Upon request, historical trouble-reporting data must be provided in report format for facility review. Trouble tickets may also be initiated and viewed via the Contractor's web-based tracking tools available through their communication platform.

E. General Warranty

The Contractor warrants that the calling platform, services, and software used in performing any requirements of the contract shall be performed in a professionally diligent manner by qualified personnel consistent with the standards of the industry. In addition, the services, calling platform, and software provided in the performance of a contract shall conform to the specifications described in the contract and all attachments thereto. The Contractor also warrants that the calling platform, services, and software used in performing any requirements of the contract contain no computer instructions, circuitry, or other technological means whose purpose is to disrupt, damage, or interfere with the State's use of its computer or telecommunications systems or facilities.

F. Equipment Warranty

The Contractor warrants that the calling platform and equipment provided to the State in the performance of the contract shall be in good working order and shall be new or "like new," except for equipment in good working order, already in place, and previously installed under prior contracts between the State and the Contractor, or between the State and another contractor. The calling platform and equipment provided by the Contractor shall conform to the specifications described in the contract.

G. Escalation

The standards outlined in this document should be monitored by the Contractor's Regional Account Manager throughout the contract duration. The following Escalation List should be used by the Contractor's Regional Account Manager, Technical Service Center Technician, or by authorized State personnel at any time a service standard is not met, or whenever the State feels that escalation of a particular issue is in order:

Escalation Plan

If any problem requires escalation, the Contractor's TSC should follow a documented internal escalation procedure at these levels and will provide names and contact details at the start of the contract and updates if changes are made during the life of this contract.

Escalation Level	Escalation Contact	Additional Notification
Help Desk Technician	Initial Report	Open Ticket & Gather Information
Level One	Technical Support Manager	None
Level Two	Director of Operations	Regional Account Manager
Level Three	Vice President of Sales for Escalation	Regional Account Manager
Level Four	President & General Manager	Regional Account Manager

Several methods should initiate escalations. These methods should include but not be limited to:

1. The Severity Level can trigger an escalation. This can happen through a Technical Support report or one of your system monitoring applications.
2. Escalations can also be triggered by lower severity levels remaining in that state past a pre-determined threshold.

Basic criteria for escalation at each level:

1. **P1 Issues** - Issues are escalated to the VP of Sales for Escalation level immediately. Status updates are provided to that level hourly.
2. **P2 Issues** - Issues that are not solved within the standard four-hour timeframe are escalated to Level P1. P2 issues that are not solved within 8 hours are escalated to the VP of Sales for Escalation Level. This level will be provided with status updates daily.
3. **P3 Issues** - Issues that are not solved within the standard 48-hour timeframe are automatically escalated to one level. P3 issues that are not solved within 7 days are escalated to the VP of Sales for Escalation level. The VP of Sales for Escalation will receive status updates daily.

2.1.2 Incarcerated Individual Communications System Service Delivery Standards

A. Installation and Change Order Intervals

Standard

Installation of Incarcerated Individual phones will be complete within 50 days of contract execution. The Contractor's professionally trained project team will coordinate the transition to the centralized calling platform to ensure minimal impact on facility operations, including no disruption to ongoing calling services. The Contractor Operations Team will work together with the Contractor Regional Account Manager ("Project Supervisor") to coordinate the implementation process. The Contractor's Implementation Project Manager will conduct biweekly status meetings (or another interval, if desired by the State) to monitor and track the project's progress.

Change order (MAC - moves, adds, and changes) requests will receive a response within the same business day as long as the request is received one (1) or more hour(s) before the end of that business day, or the next business day if the request is received during the last hour of the

business day in which the request was made. Work will be completed within ten (10) business days of receiving the MAC request until an addition is large enough to require additional bandwidth, in which case completion may be delayed thirty (30) days or more by the internet service provider.

Performance Measurement

Following a pre-installation project-planning meeting and requirements gathering with the State, the Contractor will submit an official Implementation Plan to the State, which will guide the IITS installation process to completion in 50 days or less. Regular project status meetings will ensure that the project stays on track. Following installation and testing, the State will be given an acceptance form that consists of all features outlined in the contract and project plan. Each feature/function will be reviewed by the State and accepted in writing before the implementation is considered complete.

A ticket will be opened in the Contractor's Ticketing system for each MAC request, allowing the Contractor to track and measure response and work completion times.

Corrective Action

If at any time during installation, a delay or service disruption is anticipated, the Contractor Implementations Project Manager will report the anticipated delay or service disruption to the State project manager, along with an explanation of the cause, and a corrective action plan when corrective measures are warranted. While some types of delays may be unavoidable - for example, a delay in receiving circuits from the Local Exchange Carrier (LEC) - all avoidable delays will be managed in conjunction with the State's Project Manager to ensure an acceptable resolution for the State.

Any MAC request ticket not closed within the designated timeframe will be escalated, and a report of this delay will be submitted to the State. The Contractor will provide a cause for any non-compliant service tickets, and a corrective action plan to address recurrent non-compliance issues.

B. Maintaining a Sufficient Number of Trunks for the Number of Incarcerated Individual Telephones Installed

Standard

The Contractor will sustain a sufficient number of station and trunk ports available to provide acceptable off-hook availability to all inmate telephones. The contractor will increase the trunk line concentration in the event it is demonstrated that service is compromised or adversely affected.

The acceptable level will be established by the Contractor and the State based on the number of Incarcerated Individual's call attempts during the busiest hour.

Performance Measurement

Specific to call completion, the Contractor will provide at least a P.01 Grade of Service for all types of calls (local, Interlata, etc.). This means that less than 1 call in 100 would be denied even during the busiest hour. Contractor will adjust this service level to meet the requirements of the State.

Corrective Action

A service ticket will be opened when the P.01 Grade of Service is not met and Contractor determines that a root cause analysis is required. All such service tickets will be tracked, and the expected close time of any of these service tickets will be five (5) business days. Any service ticket not closed within five (5) business days will be escalated, and a report of this delay will be submitted to the State. The Contractor will provide a cause for any non-compliant service tickets, and a corrective action plan to address recurrent non-compliance issues.

C. Ensuring Incarcerated Individual Telephone System Remains Operational During Power Outages**Standard**

The contractor's data center should be housed in a climate-controlled, fireproof, floodproof building with unique redundant fiber lines to the national grid, multiple independent power sources, and multi-level, multi-technology access control for unequaled security and database and network uptime. The Contractor will maintain an Uninterruptible Power Supply (UPS) system capable of providing operational power to the centralized Incarcerated Individual telephone system (including call processors, system servers, and recording equipment) for a minimum of four (4) hours in the event of a loss of commercial power at the Contractor data center. In the event of a power outage extending beyond the constraints of the UPS, service should immediately and seamlessly fail over to the Contractor backup data center, which should be located approximately 900 miles or greater away from the primary data center.

At the State facilities, the Contractor will maintain a UPS systems capable of providing operation power to the onsite equipment (including telephones and Adtran gateways) for a minimum of one (1) hour in the event of a loss of commercial power at the facility.

Performance Measurement

The system must continue ongoing normal operation after loss of commercial power at The Contractor's primary data center, with no disruption to service. In the unlikely event that commercial power is lost at both The Contractor's primary data center and backup data center, the system must continue normal operation at least one (1) hour after loss of power in both locations. Thereafter, the system should automatically fail over to generator power to ensure no disruption to service.

Corrective Action

In the event of any instance where the onsite UPS failed to provide at least one (1) hour of backup power during a loss of commercial power, The Contractor shall within five (5) business days provide a detailed report to the State explaining the cause of the UPS outage and explaining the actions to be taken by the Contractor within the next thirty (30) days to correct the problem.

D. Repair Response Times**Standard**

The Contractor will provide maintenance and repair services according to the following priority levels, or at identified levels otherwise agreed to with the State:

- **Priority Level 1**
 - Multiple Housing Units Not Operational
 - Multiple intake phones out of service
 - Entire System Failure
 - Remote diagnostics and repair will begin within 1 hour
- **Priority Level 2**
 - One entire Housing Unit Not Operational
 - One intake phone not working
 - Technical or Recording Failure
 - Recording Access Failure
 - Server Capacity Warning
 - Commissary Interface Failure
 - Remote diagnostics will begin within 1 hour
 - Repair will begin within 8 hours
- **Priority Level 3**
 - One of multiple phones in a Housing Unit Not Operational
 - Repair will begin by the end of the 2nd Business Day

Performance Measurement

1. **Priority Level 1** - Remote diagnostics and commencement of repairs within 1 hour
2. **Priority Level 2** - Remote diagnostics within 1 hour, commencement of repairs within 8 hours
3. **Priority Level 3** - Commencement of remote diagnostic and/or repairs within 48 hours

Corrective Action

If the Contractor fails to meet 90% of its service response times over a six (6)-month period, then the Contractor will report such results to the State. The Contractor will concurrently create an internal task force to analyze the root cause(s) of such failure and implement a comprehensive corrective action plan to prevent future instances and will share the details with the State upon request.

E. Quality Assurance Inspections

Standard

The Contractor will conduct monthly quality assurance inspections to ensure that Incarcerated Individual telephones at each of the correctional facilities are maintained in good working order. In addition, The Contractor proactively monitors system performance using all of the following methods:

1. The Contractor will use the first few months of call activity to define a pattern of typical activity. Call volume totals should be compared daily for variances outside of a defined range (typically a decrease or increase of 15%). An exception report is automatically created for any site showing such variances.
2. Diagnostic routines should be constantly performed to confirm network availability, outgoing trunk status, and phone status. Exceptions are automatically reported to the Contractor's 24-hour Technical Services Center for further investigation and resolution.
3. Daily call data should be compared against normal call activity characteristics such as ratio of attempted calls vs. completed calls, percentage of invalid PIN failures, percentage

of blocked number failures, etc. Any results outside of the norm will appear on the exception report for further investigation.

Performance Measurement

A service ticket will be opened for all repair issues uncovered in the course of quality assurance inspections at each facility, and for any problems uncovered by the remote monitoring and diagnostic routines described above.

Corrective Action

The Contractor will provide a written explanation to the State in any case where repairs were not completed in accordance with the repair response times as contractually agreed upon. This explanation will include corrective actions that have been or will be undertaken to ensure future compliance with the required response times.

F. Calling System Uptime and Availability

Standard

The centralized calling platform should be designed with a distributed processing architecture to minimize the risk of catastrophic system failure and reduce the risk that any single component could result in a complete system outage, data loss, or inaccessibility of data. The most susceptible components should be equipped with internal redundancy and/or hot-swappable spares (hard disks, cooling fans, power supplies) to ensure minimal risk of service affecting failure and reduced time to repair. The Contractor calling platform will utilize enterprise-grade components, which provide the highest level of performance and reliability. The Quality Standard for the calling platform should be 99.999% system availability.

The Contractor must employ multiple levels of redundancy to ensure 99.999% uptime for the calling platform, as well as to protect against data loss and ensure continuous availability of call recording and data:

1. **Network Redundancy** - For each supported facility, The Contractor obtains service from two different network carriers, so that if one carrier experiences an outage, the service will instantly fail over to the second carrier.
2. **Call Processing Redundancy** - A primary call processor and a fully functional, always-on backup call processor center 900 miles or more away needs to be utilized, so if a disaster should ever disrupt the primary call processing center, service would instantly fail over to the secondary processor in San Antonio.
3. **Storage Redundancy** - Call data and recordings must be stored digitally on internally redundant storage devices for the entire contract duration, in two separate geographic locations. The storage redundancy must ensure that, even if a disaster were to completely destroy one data center, additional copies would still be available for disaster recovery purposes. For an additional layer of redundancy, The Contractor can provide an onsite storage device to store a third copy of call data and recordings or can back up CDRs in another separate location.

Through your system monitoring tools, The Contractor system monitoring tools they must continually monitor key areas and automatically assign service representatives and/or dispatch field technicians to ensure optimal operation of their systems. The contractor's monitoring systems should actively monitor communication channels, call processors, disks, messages, and

servers to ensure optimal operations at all times. System performance should be monitored, and the facility will be notified immediately upon the occurrence of non-performing equipment.

Performance Measurement

The Contractor standard for the calling system availability must be 99.999% or better for every month.

Corrective Action

If the call processor uptime or availability is less than 99.999% for any calendar month, a service ticket will be opened to investigate the root cause, if not already known and identified. The State will be notified when the ticket is opened, and a report of the cause will be provided to the State.

G. Customer Service Response Times and Performance

Standard

The Contractor must maintain a dedicated, toll-free customer service hotline for families/friends to call for assistance with establishing prepaid accounts or billing questions. All calls will be answered within an average of three (3) minutes. A minimum of 90% of issues will be resolved on the first call, with an average talk time of five (5) minutes or less.

Performance Measurement

The Contractor will provide adequate resources and network capacity to maintain an average wait time (Average Speed of Answer) of no more than three (3) minutes for all inbound calls to the customer service line. Live, U.S.-based customer service representatives will be available 24 hours a day, 7 days a week, 365 days a year, to provide first-call resolution within the established timeframes.

Corrective Action

If the average customer service wait time or issue resolution parameters are not met in any given calendar month, then a service ticket will be opened to investigate the root cause. The State will be notified when the ticket is opened and a report of the cause and corrective action will be provided to the State.

2.1.3 Incarcerated Individual Tablet and Video Visitation Kiosk System

I. Overview

The contractors will provide the services required to support and sustain the contractor-provided tablets, video visitation kiosks, and the contractor's network & Wi-Fi in each facility utilized for this service. This section does not supersede current processes and procedures unless explicitly stated herein.

A. Service Scope

The following Services covered by this section of the SLA:

- Remote Access
- Telephone support

- Email/Web support
- Planned or Emergency Onsite assistance

As they relate to the Contractor, its software applications, network services, network hardware, content delivery, and related components. The Contractor will work with internet service partners on their interface to the degree they can to remedy outages of the interfaces.

B. Periodic Review

This is valid from the Effective Date of the contract and is valid until the end of the contract. A review at a minimum once per fiscal year; however, in lieu of a review during any period specified, this will remain in effect.

C. Customer Requirements

Customer responsibilities and/or requirements in support of this section of the SLA include:

1. Payment for all support costs at the agreed intervals (if applicable)
2. Reasonable availability of State representative(s) when resolving a service-related incident or request. This includes service requests placed after hours. The Provider will not be held to the terms of the Service Levels if the State does not provide access to resources, including but not limited to, on-site access, security clearances to sites, technical support staff, operations staff, or any other resources needed to address the service request.

D. Contractor Requirements

Responsibilities and/or requirements in support of this section of the SLA include, but are not limited to:

1. Meeting response times associated with service-related incidents.
2. Appropriate notification to the State for all scheduled maintenance (if applicable).
3. Fulfilling all the requirements specified in the complete contract.
4. Contractor will employ multiple levels of redundancy to achieve 99.99% facility network and Wi-Fi availability used for the Incarcerated Individual Tablet and Video Visitation Kiosk System.
5. Contractor will maintain no less than 120% levels of Incarcerated Individual Tablets in each facility.

E. Service Assumptions

Assumptions related to in-scope services and/or components include:

1. Changes to services will be communicated and documented to all stakeholders. Changes that are not communicated to all stakeholders cannot be supported by this section of the SLA.
2. The State will be responsible for providing adequate and reliable electrical services at all locations where the Contractor provisions service delivery.

II. Service Management

The following sections provide relevant details on the contractor's service availability, monitoring of in-scope services, and related components. Responsibilities and/or requirements in support of this section of the SLA include, but are not limited to:

A. Contractor Staffed Service Support

Coverage parameters specific to the service(s) covered:

1. Telephone Support: 24 hours a day, 365 days a year
2. Email support: 24 hours a day, 365 days a year
3. Provider's Customer Service and Admin Portal Ticketing system support: monitored 24 hours a day, 365 days a year
4. Onsite assistance, as necessary, within 48 hours Monday - Friday excluding Holidays

B. Contractor Automated Service Support

1. The contractor's Technical Support team will monitor all supported devices 24/7 from their primary data center site.
2. Automated remediation of issues should occur as a result of the contractor's proactive network monitoring. This remediation will be documented by the contractor and provided to the State upon request.

C. Service Requests

All Service Requests must be provided via telephone, email, or the Contractor's Admin Portal Ticketing system. All necessary contact information (telephone numbers, email, Contractor's online customer service, and ticketing portal) will be made available to the State.

In support of services outlined in this section of the SLA the Contractor will respond to service-related incidents and/or requests submitted by the State within the following time frames:

- **Priority Level 1** - Remote diagnostics and commencement of repairs within 1 hour
- **Priority Level 2** - Remote diagnostics within 1 hour, commencement of repairs within 8 hours
- **Priority Level 3** - Commencement of remote diagnostic and/or repairs within 48 hours

Remote assistance will be provided in-line with the above timescales depending on the priority of the support request.

D. Service Priority

Service Requests will be classified as Priority Level 1, 2, or 3.

Requests classified as Priority Level 1 include but are not limited to:

- Requests related to Contractor Software and/or Applications
- Requests related to Contractor core network services in the facilities
- Requests regarding an issue affecting multiple Incarcerated Individuals or State staff and multiple sites.

Requests classified as Priority Level 2 include but are not limited to:

- On-site infrastructure hardware-related requests
- Requests regarding an issue affecting more than one Incarcerated Individuals or State staff at a single site.

Requests classified as Priority Level 3 include but are not limited to:

- End User Devices or Peripherals
- Requests for information not related to a current service outage

- Requests regarding an issue affecting a single Incarcerated Individuals or State staff at a single site
- Feature Requests

