



**STATE OF VERMONT
AGENCY OF HUMAN SERVICES
DEPARTMENT OF CORRECTIONS**

103 South Main Street
Waterbury, Vermont 05671-1001

Prisoner Transportation

Request for Proposal

January 2015

Table of Contents

- 1. Introduction**
- 2. Procurement Overview**
 - 2.1 Contract Term
 - 2.2 Point of Contact
 - 2.3 Letters of Intent
 - 2.4 Submission Deadline and Address
 - 2.5 State Contract Provisions
 - 2.6 Supporting Documentation
 - 2.7 Request For Proposal Amendments
 - 2.8 Repeal of Decision
- 3. Scope of Service**
 - 3.1 Definitions
 - 3.2 Transportation Services
 - 3.3 Security Requirements
 - 3.4 Vehicle Requirements
 - 3.5 Personnel Requirements
 - 3.6 Transportation of Offenders with Medical Conditions
- 4. Evaluation Criteria**
- 5. Proposal Submission Requirements**
 - 5.1 General
 - 5.2 Proposal Format
 - 5.3 Proposal Contents
 - 5.4 Questions
- 6. Proposal Process**
 - 6.1 Acceptance of Proposals
 - 6.2 Proposal Amendments and Rules for Withdrawal
 - 6.3 Cost of Preparing Proposals
 - 6.4 Disposition of Proposals
 - 6.5 Freedom of Information and Privacy Act
 - 6.6 Vermont Tax ID Number
 - 6.7 Use of Subcontractors
 - 6.8 Bid and Performance Bond Requirements

7. Appendices

- 7.1 RFP Event Schedule and Deadline Calendars
- 7.2 Correctional Officer II Job Specifications
- 7.3 Customary Provisions for Contracts and Grants
- 7.4 Agency of Human Services State Contract Provisions
- 7.5 Business Associate Agreement
- 7.6 Agency of Human Services Rule #96-23

1. Introduction

The Vermont Department of Corrections, henceforth referred to as the “State,” seeks a company to provide prisoner transportation services for offenders* lawfully wanted by the State of Vermont and detained in out of State jurisdictions. This contract covers prisoner transportation within the continental United States.

It is essential the selected vendor for transportation services fully understand and acknowledge the importance of the Vermont Department of Corrections mission to protect the public. Subsequently, it is absolutely imperative the awarded vendor provide the very highest standard of security when transporting Vermont offenders. Additionally, it is essential the latest equipment and technology available is utilized for both routine and emergency situations.

The State understands the transportation of offenders is one of the more dangerous duties assigned to Corrections professionals. Accordingly, the State of Vermont requires all transportation officers possess significant knowledge and skills through training and certification in this competency. In devotion to this endeavor, vendors must demonstrate the training and competence of their transportation staff.

*** OFFENDER:** In this RFP, the term “individual” is used to describe any person who is under lawful supervision of the Vermont Department of Corrections, including those individuals placed on home confinement.

2. Procurement Overview

2.1. Contract Term

The Department intends to award this contract for a twenty-four (24) month period beginning May 1, 2015 and ending April 30, 2017.

2.2. Point of Contact

Questions concerning this Request for Proposal must be directed in writing by mail to:

Cullen Bullard
Vermont Department of Corrections
103 South Main St
Waterbury VT 05671-1001

2.3. Letters of Intent

Proposers are required to submit a letter of intent by **Monday, February 16, 2015 4:30pm EST** and send to the point of contact identified in section 2.2 of this RFP. The letter of intent will not be considered binding. However, only those prospective proposers who have submitted a letter of intent will receive subsequent mailings related to the RFP.

2.4. Submission Deadline and Address

Valid proposals must include the following; one original proposal, 3 copies and 1 electronic copy on a CD. The completed proposal packet, including all copies listed above must be received at the address below no later than **1:00pm EST on Wednesday, March 4, 2015.** Facsimiles and late responses will not be accepted.

Cullen Bullard
Vermont Department of Corrections
103 South Main St
Waterbury VT 05671-1001

The Department reserves the right to reject, in whole or in part, any and all proposals received by reason of this Request for Proposals. The Department will not pay for any information herein requested nor will the Department be responsible for any costs incurred by the proposer. All proposals shall become the property of the Department upon submission. The Department reserves the right to negotiate final price subsequent to the submission of proposals.

2.5. State Contract Provisions

Vendor will be expected to adhere to State's Customary State Contract Provisions (Attachment C) as found in Appendix 7.4, the Business Associate Agreement (Attachment E) as found in Appendix 7.5, and Agency of Human Services Rule #96-23 (Attachment F) as found in Appendix 7.6.

2.6. Supporting Documentation

This RFP contains appendices containing information pertinent to this RFP, specifically

Appendix 7.1- RFP Event Schedule and Deadline Calendars

Appendix 7.2- Correctional Officer II Job Specifications

Appendix 7.3- Customary State Contract Provisions (Attachment C)

Appendix 7.4- Business Associate Agreement (Attachment E)

Appendix 7.5- Agency of Human Services Rule #96-23 (Attachment F)

2.7. Request for Proposal Amendments

The State reserves the right to amend the RFP at any time prior to the proposal due date by issuing written addenda. All written addenda to the RFP will become part of the contract. Answers to the bidder's questions will be considered addenda to the RFP.

2.8. Appeal of decision

Proposers who are dissatisfied with the outcome of the decision may appeal to:

Andrew Pallito
Commissioner
Vermont Department of Corrections
103 So. Main St.
Waterbury, VT 05671-1001

3. Scope of Services:

3.1. Definitions

3.1.1. ACA: American Correctional Association

3.1.2. RFP: Request for Proposals

3.1.3. Offender: In this RFP, the term “offender” is used to describe any probation and/or parolee absconder, incarcerated escapee, or any other person lawfully wanted by the State of Vermont and/or committed to the custody of the State of Vermont

3.1.4. Vendor: In this RFP, the transport company, hereinafter the “Vendor”, is an independent contractor

3.1.5. State: In this RFP, the Vermont Department of Corrections is referred to as the “State”

3.1.6. Classification Unit: In this RFP, the Classification Unit refers to a division within the Vermont Department of Corrections

3.2. Transportation Services

3.2.1. Vendor shall assume custody of offenders committed to the custody of the State of Vermont and provide transportation of said offenders to and from locations designated by the State in any jurisdiction within the continental United States.

3.2.2. The State will provide the Vendor with all pertinent information concerning the committed offender including his/her identity, pertinent medical information, security information, and departure/destination information, for each requested transport.

3.2.3. Vendor will immediately notify the State regarding any unscheduled delay in transport, whether or not beyond the Vendor’s control, including but not limited to inclement weather, mechanical malfunction, or emergency, the Vendor shall:

- a: be responsible for all costs caused by such delay including all food and lodging for offender(s) and Vendor’s employees, except for the medical expenses of an offender;
- b: when necessary, arrange for secure lodging for offender(s) at an appropriate local law enforcement detention facility and;
- c: provide a written report upon request of the State.

3.2.4. The Vendor shall be authorized to obtain medical treatment for offender(s) whenever deemed necessary. All such expenditures shall be paid by the Vendor and reported to the State for reimbursement. Such cost reports need to be detailed and itemized by service type. The State shall pay all offenders’ medical costs, including the cost of transportation to or from any medical facility. **Any medical costs incurred due to negligence of transporting agency i.e. (auto accident or mistreatment of inmate) such costs shall be the responsibility of Transporting Agency.**

3.2.5. In the event the offender is unavailable due to the fault of the State, the State shall be responsible for reasonable costs incurred by the Vendor directly attributed to the trip. In the event the Vendor fails to contact the holding facility **twelve (12) hours prior**, the State will be relieved of all costs associated with such pickup if upon arrival the offender is unavailable. In any case, the State is not subject to penalty charges.

3.3. Security Requirements

- 3.3.1. In assuming custody of such offenders the Vendor shall perform its responsibilities for security and control of such offenders in a professional manner in accordance with State Directive as they pertain to the extradition and transportation of committed persons, and such policies, procedures and directives as may be promulgated in the future regarding the use of force and the security and control of offenders. Follow up w/Directives
- 3.3.2. Vendor shall provide adequate staff to offender ratio for all offender transports.
- 3.3.3. While in the custody of the Vendor, the offender(s) shall be secured with appropriate restraining devices as outlined in ACA 4-4190 Use of Restraints (reference 3-4183).
- 3.3.4. In the event of unusual incidents, emergencies and/or controversial situations that arise in the performance of its services to the State, Vendor shall immediately report such incidents to the State, in accordance with Vermont Department of Corrections Directive 405.02 “Reporting Security Incidents.” For purposes of this paragraph, the term “unusual incidents, emergencies, and/or controversial situations” includes but is not limited to any act of violence by the offender or other passengers, any escape or attempted escape of an offender or other breach of security, any use of force, any excessive delay in the transportation of an offender, any medical condition of an offender or other passenger requiring emergency medical treatment, any mechanical failure that would normally require formal reports to the cognizant regulatory State and any refusal of law enforcement agencies to release an offender to the Vendor as authorized or directed by the State. The transporting agency will follow chain of command regarding notification of any unusual incidents. Department contacts for reporting incidents will be provided during contract negotiations.
- 3.3.5. Upon arrival at the place of delivery, Vendor shall surrender custody of the offender to the State or to the law enforcement facility designated by the State. To ensure offenders are surrendered by the Vendor to the custody of the State or its duly authorized agents, corroborative identification of State personnel designated to accept custody of the offender shall be presented to the Vendor’s personnel at the place and time of surrender of custody. The Vendor shall not surrender custody of offenders without first verifying the identification of persons to whom offender custody is being transferred.
- 3.3.6. Vendor has the right of refusal to transport any individual whose conditions or behavior, in the opinion of the Agent in charge, would be detrimental or dangerous to the safety of the vehicle or its passengers. In the event the Agent in charge refuses to transport any such individual, the State shall be notified immediately, prior to leaving the pickup location and there shall be no charge to the State. Attach Directive Unusual Incident

3.4. Vehicle Requirements

- 3.4.1. Furnish appropriate vehicle, which conforms to State standards for the transportation of offenders. Generally, it is expected that offenders will be transported in either station wagons, small or large vans, busses and occasionally airplanes.

- 3.4.2. Vendor must furnish and utilize vehicles in good running condition. All vehicles must be registered; insured and inspected by an authorized agent in the State the vehicle is registered. Documentation of the aforementioned requirements must be furnished to the State upon request and in advance of the commencement of the contract.
- 3.4.3. Vendor's vehicles must include State and federally approved transportation restraint hardware and weapons, seatbelts and medical emergency kits sufficient for the exact number of anticipated offenders to be transported.
- 3.4.4. Annually, and upon demand Vendor shall provide a list of all vehicles used in the transportation of offenders under this contract, including proof of ownership, registration, current inspection and number of miles on the vehicle.
- 3.4.5. Vendor's vehicles used in the transportation of offenders shall be designed and equipped with appropriate security devices, including a barrier between the driver and the offender(s) and an operating communication system.

3.5. Personnel Requirements

- 3.5.1. Vendor must utilize personnel trained in the principles of prisoner transportation. Personnel will conform to standard security practices, including the humane treatment of the prisoner, inclusive of medical, bodily and nutritional needs.
- 3.5.2. Vendor will provide copies of transportation of offender's procedures and post orders, staff training certification records and records and reports as required by the State.
- 3.5.3. Vendor's personnel will be trained in the principals of prisoner transportation. Personnel will conform to ACA (4-4189 reference 3-4182) and best correctional practice standards for the transportation and care of all offenders in the Vendor's custody.
- 3.5.4. Vendor's shall ensure that at least one (1) transport personnel on each contracted transport meet the minimum qualification requirements for hire as a Correctional Officer II, as set forth in Appendix 7.3 "Correctional Officer II Job Specifications". Attach CO II job description
- 3.5.5. Vendor's transport personnel shall be currently licensed for the type of service they shall provide, shall possess a valid driver's license from his/her State of residence, shall have proper classification for the operation of the offender transport vehicle being used and shall be currently qualified to perform emergency first aid and C.P.R. and the use of a defibrillator
- 3.5.6. Vendor's transport personnel must possess the minimum training and proficiency standards for the use of firearms as a Correctional Officer as set forth in ACA "Use of Firearms" (4-4190 reference 3-4183).
- 3.5.7. Vendor's transport personnel must possess the minimum training and proficiency standards relating to the proper security procedures for the transportation of offenders required of State Correctional Officers, as set forth in Vermont Department of Corrections Policy 1031 and Directive 406.01.

- 3.5.8. All personnel shall comply with all current and future State, Federal, and Local Laws and Regulations, Court Orders, State Rules, Administrative Directives, Institutional Directives, American Correctional Association (ACA) Standards and Policies and Procedures of the State.
- 3.5.9. Vendor shall provide adequate insurance for its agents, employees and subcontractors. Said policy shall be available to the State for review and inspection.

3.6. Transportation of offenders with medical conditions

- 3.6.1. Vendor shall provide licensed medical providers when transporting offenders with medical conditions to ensure all necessary medical needs are provided and adequately addressed.
- 3.6.2. Vendor shall obtain emergency medical treatment for offender injuries sustained while in transporter's custody. The Department of Corrections shall reimburse Vendor for all medical costs, including but not limited to: transportation to and from any medical facility; pre-existing medical conditions; routine medical treatment for offenders whenever deemed necessary. Vendor will not be liable for medical costs associated with pre-existing medical conditions while in vendor's custody. The State will not be liable for any medical costs as a result of Vendor's negligence or any other action deemed the fault of the Vendor and/or its agents.
- 3.6.3. The Vendor may refuse to transport any offender with an acute or chronic medical condition, when motor vehicle transport poses a risk to the offender's medical condition. When an offender's medical condition prohibits ground transport, the Vendor shall transport that individual by commercial air at applicable rates upon the State's approval, if a release for such travel is available from licensed medical personnel.
- 3.6.4. In cases where the holding agency has not actually advised the State and/or Vendor of an offender's acute, chronic, or other medical condition, the Vendor's Officer in Charge shall contact Vendor's management prior to accepting custody of the offender. If the offender is transported, transport shall be made in such a manner as to ensure the wellbeing of all other occupants. If the offender cannot be transported, the State shall not be subject to a penalty charge. The Vendor agrees not to place holds on the State's offenders held in other jurisdictions. Should the Vendor or its agent's place a hold on the offender, in violation of this provision, the Vendor agrees to reimburse the State for the full cost of transport in each such occurrence.
- 3.6.5. Offenders requiring medication shall be provided their medication at required time intervals while en route and self-medication shall be appropriately documented.

4. Evaluation Criteria

A contract award will be made to the Vendor whose proposal is determined to be the most advantageous to the State, taking into account price and other evaluation criteria as set forth in this RFP. Staff or other agencies and consultants may be involved in the evaluation of the proposals. The State reserves the right to reject any and all proposals submitted in response to this RFP.

During the evaluation process, Vendors may be contacted for the purpose of obtaining clarification of their response. However, no clarification will be sought if a Vendor completely fails to address a feature contained in the RFP document. If the failure was in response to a mandatory feature, the Vendor may be disqualified.

Proposals will be evaluated and weighed using the following distribution between experience, availability and price:

Experience (including references)	30%
Availability	30%
Price	40%

The three criteria below are listed in no particular order and will be given significant consideration. Although the criteria below are material factors, they are not the sole, or necessarily, the determining factors in proposal evaluation. The entire proposal package will be examined and the proposal satisfying most of the State's needs will be awarded the contract.

- 4.1.** Experience in providing the services required under this contract.
- 4.2.** The availability of the Vendor to pick up offenders, to include the amount of notification needed and requirements for binding date pick ups.
- 4.3.** Price per mile for transportation and other charges associated with the pick up/transportation of an offender.

As part of its evaluation process, the State may conduct interviews with one or more Vendors. In such an event, Vendors may be required to travel to Vermont, at their own expense, to participate in an on-site interview. Conversely, the State may elect to travel to the Vendor's headquarters to conduct the interview, as well as tour its facilities.

Upon completion of the evaluation process, the Commissioner of the Department of Corrections may select a Vendor with which to negotiate a contract, based on the evaluation findings and other such criteria as deemed relevant for ensuring that the decision is made in the best interest of the State.

Performance Measures: Note that, in accordance with current State of Vermont policy and procedures, the contract may include performance measures concerning such subjects as how long development takes; the specific measures are to be determined during the contract negotiation process. These measures may include both the possibility of rewards for superior performance, and penalties for inferior performance.

In the event the State is successful in negotiating with the Vendor, the State will issue a notice of award. In the event the State is not successful in negotiating a contract with this Vendor, the State reserves the option of negotiating with another Vendor. The State may cancel the procurement and make no award, if that is determined to be in the State's best interest.

5. Proposal Submission Requirements

5.1. General

- 5.1.1. The proposer must provide proof of being licensed, bonded, insured and certified to do business in the State of Vermont prior to contract execution.
- 5.1.2. The proposer and any subcontractors must furnish evidence of experience in secure and safe transportation of prisoners. Preference will be given to proposers with such experience.

5.2. Proposal Format

- 5.2.1. These instructions, formats and approaches for the development and presentation of proposal information are designed to ensure the submission of data essential to the understanding and comprehensive evaluation of the Vendor's proposal. There is no intent to limit the content of the proposals or in any way inhibit a presentation in other than in favor of the Vendor. The Vendor may include such additional information or data as may be appropriate, but may not exclude any portion requested in this document.
- 5.2.2. Proposals must be submitted on single-sided (8 ½" x 11") paper without permanent binding; loose-leaf binding is permissible. Any attachments or exhibits must be reduced to letter size. Ink and paper colors must not prevent entire proposal from being photocopied. The use of divider tabs is required.
- 5.2.3. Proposers must submit original, 3 copies and one electronic version on CD of the proposal. The original should be clearly marked as such on the outside cover. All signatures in the original proposal must be in blue ink.

5.3. Proposal Contents

Each of the major sections identified below should be separately tabbed, for easy identification. Every page of the proposal must be numbered sequentially, including attachments and appendices.

5.3.1. Transmittal Letter

A transmittal letter must accompany the proposal. The letter must be in the form of a standard, business letter signed in blue ink by an individual authorized to legally enter into a contract on behalf of the proposer. If a subcontractor is used, a transmittal letter must be signed by them indicating the scope of their work to be performed and their qualification

- 5.3.1.1. The transmittal letter must include a statement indicating that the Vendor is a corporation or legal entity
- 5.3.1.2. The transmittal letter must identify individuals involved in the preparation of the proposal
- 5.3.1.3. The transmittal letter must contain a statement identifying any subcontractor that will be used in their project.
- 5.3.1.4. The transmittal letter must contain a statement acknowledging the Customary State Contract provisions described in Appendix 7.3.
- 5.3.1.5. The transmittal letter must state the proposer has read, understands and is able to comply with all standards and participation requirements described in the RFP. It must include a statement of acceptance, without qualification, of all terms and conditions outlined in this RFP. Any suggestions for alternate language, which the Department is under no obligation to accept, must be clearly stated.
- 5.3.1.6. The transmittal letter must state the proposer had sole and complete responsibility for the completion of all services provided under the contract, including any and all subcontractors, except for those items specifically defined as Department responsibilities.

- 5.3.1.7. The transmittal letter must contain a statement in which the proposer certifies that, in connection with this contract, the proposal was developed independently, without collusion, conflict of interest, consultation, communications or agreement for the purpose of restricting competition, as to any matter relating to the proposal of any other proposer or competitor.

In addition, the proposer must state the prices quoted have not been knowingly disclosed by the proposer prior to award, directly or indirectly, either to any other proposer or competitor.

- 5.3.1.8. The transmittal letter must contain a statement attesting to the accuracy and truthfulness of all information contained in the proposal
- 5.3.1.9. The transmittal letter must contain a statement of Affirmative Action that the proposer does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, sexual orientation, marital status, political affiliation, national origin, or handicap and complies with all applicable provisions of Public Law 101-336, American Disabilities Act.

5.3.2. Executive Summary

The Executive Summary should provide an overview of the proposing organization and a general description of the approach to meet the requirements of the RFP. It should also identify the proposer's primary contact, their address, telephone number and fax number. (The Executive Summary is generally no longer, than two single-spaced pages.) It must briefly state your understanding of the project objective, and the role and responsibility of the Vendor in meeting the objectives. Subcontractors must provide an Executive Summary as well.

5.3.3. Corporate Background and Experience

Provide a synopsis of the company, years in business, experience with the service proposed, special areas of expertise, etc. Subcontractors must provide the same information.

5.3.4. Financial Stability

In addition to the bonding and insurance requirements that will be required of successful candidates, the proposal must demonstrate that the proposer is currently financially stable and the future financial conditions are not likely to jeopardize the proposer's ability to provide service to the Department. Subcontractors must also provide evidence of financial stability.

5.3.5. References

The proposal must identify at least five references who can be contacted regarding their recent experiences with the proposer. The references must be specific as to the nature of the experience with the proposer and include contact person's name, business address and phone number. Subcontractors must also provide five references.

5.3.6. Plan for Conformity to Contract Specifications

The Scope of Services section of this RFP contains the contract specifications, which will be met by the successful bidder. Each proposal must include a section, which contains the proposer's plan to conform to specifications.

5.3.7. Key Personnel

The proposer must identify key personnel, their position and job description. In addition, this section should clearly delineate how their responsibility and authority are divided.

5.3.8. Responses to Questions

The proposer must describe its ability and approach to provide the requested services by responding to each of the questions listed in the following section. Responses to questions must be preceded by repetition of the question and must be in the same sequence as used in this RFP. Proposers are encouraged to include policies and procedures, forms, etc. as attachments to answers, where appropriate. Any attachment(s) submitted in response to a question, must be marked clearly with the question number to which it refers.

5.3.9. Price Quotation

The proposer must provide a price quote for the services they will provide relative to this RFP. The quotation must specify per period of time (annual, monthly, weekly, per diem, etc) and/or specific services for which it applies.

5.4. Questions

At this time in the procurement process, there are no questions requiring response. However, the State reserves the right to schedule a Proposal Presentation event, in which the State will provide the same list of questions to each Vendor who submitted an acceptable proposal. Questions will be provided prior to the presentation date, and are to be addressed during the presentation.

6. Proposal Process

6.1. Acceptance of Proposals

- 6.1.1. Each proposer may submit one (1) proposal. Alternate proposals will not be allowed and will cause the rejections of the alternate proposal and any other proposal submitted by the proposer.
- 6.1.2. The State will accept all proposals properly submitted. After receipt of proposals, the State reserves the right to sign a contract, without negotiation, based on terms, conditions and premises of the RFP and the proposal of the selected proposer. Proposals must be responsive to all requirements in the RFP in order to be considered for contract award.
- 6.1.3. The proposal and its conditions must remain valid for six (6) months from the date of proposal submission.
- 6.1.4. The State reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the State. Where the State may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the proposer from full compliance with RFP and other contract requirements if the proposer is awarded the contract.
- 6.1.5. The State also reserves the right to request proposal clarification or correction, reject any or all proposals received, or cancel the procurement, according to the best interest of the State.

6.2. Proposal Amendments and Rules for Withdrawal

- 6.2.1. Prior to the proposal due date a submitted proposal may be withdrawn by submitting a written request to the point of contact identified in section 2.2 of this RFP. Withdrawal notice must be signed by the proposer's authorized agent.
- 6.2.2. Amendments to proposals are generally not accepted. However, with due cause, Vendors may request in writing, to make an amendment to their proposal. Upon written approval from the State, an amendment may be accepted if it is submitted by the proposal due date and all conditions of the RFP are met. The submission should be clearly labeled as Amendment to Proposal. Unless requested by Vermont DOC, the State will not accept any amendments, revisions, or alterations after the proposal due date.

6.3. Cost of Preparing Proposals

All costs incurred by the proposers during the preparation of their proposals and for other procurement related activities will be the sole responsibility of the proposers. The State will not reimburse the proposers for any such costs.

6.4. Disposition of Proposals

The successful proposal will be incorporated by reference into the resulting contract and will be a matter of public record. If the proposal includes material that is considered by the proposer proprietary and confidential under Vermont law, the proposer shall clearly designate the material as such, explaining why such material should be considered confidential.

- 6.4.1. The proposer must identify each page or section of the proposal that they believe is proprietary and confidential, with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the proposer if the identified material were to be released. A general statement that an entire proposal is proprietary is not acceptable.
- 6.4.2. All material submitted by proposers becomes the property of the State of Vermont, which is under no obligation to return any material submitted by a proposer in response to this RFP. The State shall have the right to use all systems concepts, or adaptations of those ideas, contained in any proposal, and this right will not be affected by selection or rejection of the proposal.

6.5. Freedom of Information and Privacy Act

Proposers should be aware that all materials associated with the procurement are subject to the terms of the Freedom of Information Act, the Privacy Act and all rules, regulations and interpretations of these Acts. By submission of a proposal, the proposer agrees that the Privacy Act of 1974, Public Law 93-579, and the Regulations and General Instructions issued pursuant thereto, are applicable to this contract, and all subcontractors hereunder.

6.6. Vermont Tax ID Number

A Vermont business account tax number is required if the contractor is a corporation or if the Contractor, under whatever form of business, has employees who are subject to Federal Income tax withholding and who perform their services within the State of Vermont. Contracts cannot be executed without a Vermont Tax ID.

6.7. Use of Subcontractors

The prime contractor will be responsible for all the work to be performed under this contract. Proposers must identify proposed subcontractors in their proposals, in the manner described within the proposal submission instructions.

6.8. Bid and Performance Bond Requirements

The selected Contractor may be required to provide a performance bond before the effective date of the contract. The performance bond may be in the form of a surety bond from a company qualified to do business in the State of Vermont. More information regarding bond requirements will be provided during contract negotiations. Subcontractors may also be required to provide a performance bond prior to contract execution.

Appendix 7.1

Event	Deadline	Description
RFP Advertised and Issued	Monday, February 2 nd , 2015	<u>Media utilized to advertise:</u> State of Vermont Electronic Bulletin Board Mailed to known potential Vendors
Letter of Intent/Bidder Questions	Monday, February 16 th , 2015 4:30pm EST	<u>Send to point of contact:</u> Cullen Bullard Vermont Department of Corrections Classification Unit 103 South Main St Waterbury, VT 05671 Cullen.Bullard@state.vt.us
VTDOC Response to Bidder Questions	Wednesday February 25 th , 2015 1:30pm EST	By USPS Mail or By Fax 802-951-5086: ATTN: Cullen Bullard
Bid's Due	Wednesday March 4 th , 2015 10:00am EST	<u>Send 1 original (so marked), 3 duplicates and 1 electronic version on a CD to the following physical address:</u> Vermont Department of Corrections Classification Unit 103 South Main St Waterbury VT 05671
Bid Award/Negotiations	Friday March 13 th , 2015	By USPS Mail or fax
Contract Award	Friday May 1 st , 2015	Contract start date

CORRECTIONAL OFFICER II

Examples of Work:

Supervises correctional staff and inmates in a wing, block, work detail, transportation unit or similar role situation assigned to a correctional facility. Enforces facility policies and procedures. Evaluates both staff and inmate performance in relation to assigned duties and roles. May assume temporary command of additional facility areas as necessary. May oversee and help train inmates in a correctional industry program. With program staff, develops and revises job descriptions and standards of performance for inmates performing industries roles. Enforces proper work procedures, habits and safety regulations. May operate industry equipment and performs routine maintenance. Reports equipment repair needs to industry officials. Maintains production, equipment maintenance and inventory records, plus inmate performance and work reports. Periodically directs complete searches of an inmate's person. Observes and reports any unusual behavior including infractions of rules and regulations. May counsel inmates in formal or informal situations. May restrain inmates when necessary. Sets example of appropriate officer conduct. Evaluates trends in inmate's behavior and performance. May prepare written reports on inmates under his or her supervision. May investigate inmate grievances and participate in disciplinary hearings. May participate in revision and implementation of facility procedures and programs. Performs related duties as required.

Environmental Factors:

Duties are performed largely within a correctional facility and in the immediate area of inmates. High stress situations are predictable, even frequent. The potential of physical assault or injury is present. Transportation and supervision of inmates outside of the correctional facility may be required. A valid motor vehicle operator's license is required. Overtime and emergency duty are predictable. Shift assignments may change in accordance with the needs of the facility.

Minimum Qualifications:

Knowledge, Skills and Abilities

Considerable knowledge of facility security regulations and procedures.

Considerable knowledge of duty stations, shift assignments and regular operational procedures within the facility.

Considerable knowledge of facility emergency procedures and how to contact back-up resources.

Considerable knowledge of modern penal practices.

Working knowledge of self-defense techniques.

Working knowledge of the purpose and methods of discipline required in a correctional institution.

Awareness of supervisory techniques and procedures.

Ability correctly to follow established procedures under stress situations.

Ability to direct and control inmates and staff, individually or in groups.

Mature judgment, sound character and impartiality in dealing with staff inmates

Ability to prepare a variety of written forms and reports.

Mechanical aptitude.

Effective communications skills.

Ability to perform job duties within the framework of the four key practices of the Agency of Human Services: customer service, holistic service, strengths-based relationships and results orientation.

Education and Experience

Education: High school graduation or equivalent.

Experience: Two years in a correctional setting involving the custody of inmates or in a psychiatric facility involving the direct care of patients.

Physical and Mental Requirements: Mental and physical condition appropriate to successfully perform, with or without reasonable accommodation, the essential job functions.

Note: Experience in law enforcement or in direct client contact in a residential facility may be substituted for up to one year of the required experience.

STATE OF VERMONT
CONTRACT FOR SERVICES

CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party’s operations. These are solely minimums that have been established to protect the interests of the State.

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

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

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

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

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

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

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

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

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.

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

10. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

- a: Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b: Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c: Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d: Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a: is not under any obligation to pay child support; or
- b: is under such an obligation and is in good standing with respect to that obligation; or
- c: has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

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

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:

<http://bgs.vermont.gov/purchasing/debarment>

19. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

State of Vermont, Attachment C AHS – Revised 09/03/2014

STATE OF VERMONT
CONTRACT FOR SERVICES

Agency of Human Services' Customary Contract Provisions

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.
2. **2-1-1 Data Base**: The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org

3. **Medicaid Program Contractors**:

Inspection of Records: Any contracts accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and inspect and audit any financial records of such Contractor or subcontractor.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the Contractor, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the Contractor or subcontractor's performance is inadequate. The Contractor agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all contracts and subcontracts between the Contractor and service providers.

Medicaid Notification of Termination Requirements: Any Contractor accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

Encounter Data: Any Contractor accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: All contractors and subcontractors must 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) to support audit compliance with 45CFR95.621 subpart F, ADP (Automated Data Processing) *System Security Requirements and Review Process*.

- 4. Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.
- 5. Voter Registration.** When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.
- 6. Drug Free Workplace Act.** The Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.
- 7. Privacy and Security Standards.**
- Protected Health Information:* The Contractor 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 contract. The Contractor 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:* The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Contractor or subcontractor shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.
- Other Confidential Consumer Information:* The Contractor agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Contractor agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Contractor shall ensure that all of its employees and subcontractors performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.
- Social Security numbers:* The Contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.
- 8. Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).

9. Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who 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 make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor 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.

10. 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 Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

The Contractor shall not sell or copyright a work product or item produced under this agreement 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's materials.

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

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

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

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

The State will not supply e-mail accounts to the Contractor.

13. 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.

14. Non-discrimination. The Contractor will prohibit 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, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, 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 and/or federal funds.

The Contractor will also 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 under Title 9 V.S.A. Chapter 139.

15. Environmental Tobacco Smoke. Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; 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.

Failure to comply with the provisions of the 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.

Contractors are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

Attachment F - Revised AHS -12/10/10

STATE OF VERMONT

CONTRACT FOR SERVICES

Attachment E

BUSINESS ASSOCIATE agreement

This Business Associate Agreement (“Agreement”) is entered into by and between the State of Vermont Agency of Human Services, operating by and through its Department of Corrections (Covered Entity”) and _____ (“Business Associate”) as of _____ (“Effective Date”). This Agreement supplements and is made a part of the contract/grant to which it is attached.

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

The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations.

“Agent” means those person(s) who are agents(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

“Breach” means the acquisition, access, use or disclosure of protected health information (PHI) which compromises the security or privacy of the PHI, except as excluded in the definition of Breach in 45 CFR § 164.402.

“Business Associate shall have the meaning given in 45 CFR § 160.103.

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

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

“Security Incident” means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

“Services” includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR § 160.103 under the definition of Business Associate.

“Subcontractor” means a person or organization to whom a Business Associate delegates a function, activity or service, other than in the capacity of a member of the workforce of the Business Associate. For purposes of this Agreement, the term Subcontractor includes Subgrantees.

- 2. Identification and Disclosure of Privacy and Security Offices.** Business Associate and Subcontractors shall provide, within ten (10) days of the execution of this agreement, written notice to the Covered Entity's contract/grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer. This information must be updated any time either of these contacts changes.
- 3. Permitted and Required Uses/Disclosures of PHI.**
- 3.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying grant or contract with Covered Entity. The uses and disclosures of Business Associate are limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the underlying agreement. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- 3.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents and Subcontractors in accordance with Sections 9 and 17 or, (b) as otherwise permitted by Section 3.
- 3.3 Business Associate shall be directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Covered Entity, and for impermissible uses and disclosures, by Business Associate's Subcontractor(s), of the PHI that Business Associate handles on behalf of Covered Entity and that it passes on to Subcontractors.
- 4. Business Activities.** Business Associate may use PHI received in its capacity as a Business Associate to Covered Entity if necessary for Business Associate's proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as Business Associate to Covered Entity for Business Associate's proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the Agreement requires the person or entity to notify Business Associate, within two (2) business days (who in turn will notify Covered Entity within two (2) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.
- 5. Safeguards.** Business Associate, its Agent(s) and Subcontractor(s) shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate or its Subcontractor(s) shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate or its Agent(s) and Subcontractor(s) shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.
- 6. Documenting and Reporting Breaches.**
- 6.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

6.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR § 164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it. Business Associate shall require its Subcontractor(s) to agree to these same terms and conditions.

6.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce is not a Breach, as that term is defined in 45 CFR § 164.402, and therefore does not necessitate notice to the impacted individual(s), it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity. It shall also provide Covered Entity with 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the PHI had been compromised. When a breach is the responsibility of a member of its Subcontractor's workforce, Business Associate shall either 1) conduct its own risk assessment and draft a summary of the event and assessment or 2) require its Subcontractor to conduct the assessment and draft a summary of the event. In either case, Business Associate shall make these assessments and reports available to Covered Entity.

6.4 Business Associate shall require, by contract, a Subcontractor to report to Business Associate and Covered Entity any Breach of which the Subcontractor becomes aware, no later than two (2) business days after becomes aware of the Breach.

7. Mitigation and Corrective Action. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity. Business Associate shall require a Subcontractor to agree to these same terms and conditions.

8. Providing Notice of Breaches.

8.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

8.2 If Covered Entity or Business Associate determines that an impermissible acquisition, access, use or disclosure of PHI by a Subcontractor of Business Associate constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity or Business Associate, Subcontractor shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When Covered Entity requests that Business Associate or its Subcontractor provide notice, Business Associate shall either 1) consult with Covered Entity about the specifics of the notice as set forth in section 8.1, above, or 2) require, by contract, its Subcontractor to consult with Covered Entity about the specifics of the notice as set forth in section 8.1

8.3 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.

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

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

9. **Agreements with Subcontractors.** Business Associate shall enter into a Business Associate Agreement with any Subcontractor to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in which the Subcontractor agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must enter into this Business Associate Agreement before any use by or disclosure of PHI to such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the Business Associate Agreement it enters into with a subcontractor to Covered Entity upon request. Business associate may not make any disclosure of PHI to any Subcontractor without prior written consent of Covered Entity.
10. **Access to PHI.** Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR § 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.
11. **Amendment of PHI.** Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.
12. **Accounting of Disclosures.** Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.
13. **Books and Records.** Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.
14. **Termination.**

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 18.7.

14.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate the contract or grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the contract or grant without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

15. Return/Destruction of PHI.

15.1 Business Associate in connection with the expiration or termination of the contract or grant shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this contract or grant that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

15.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI. This shall also apply to all Agents and Subcontractors of Business Associate.

16. Penalties and Training. Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.

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

17.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

17.2 Business Associate shall ensure that any Agent and Subcontractor to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such Agent or Subcontractor. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any Agent or Subcontractor without the prior written consent of Covered Entity.

17.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an Agent or Subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than two (2) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

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

18. Miscellaneous.

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

18.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.

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

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

18.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

18.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity even if some of that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.

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

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

AHS Revised 09/21/2013

CONTRACT FOR SERVICES

Agency of Human Services Rule # 96-23

Final Adopted Rule for

Access to Information

Definition.

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

“AHS” means the Vermont Agency of Human Services.

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

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

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

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

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

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

Basic Principles

Presumption of Confidentiality

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

Existing Statutes

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

Information Collection

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

Informing Clients

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

Permissible Disclosures

Client consent

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

Sharing “Non-identifiable” Information

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

Public Information

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

Information Sharing for Administrative Purposes

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

Disclosure Without Consent in Limited Circumstances

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

AHS Rule 96-23

Procedures Related to Consent

Obtaining Informed Consent

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

Consent of Minors to Release of Information

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

Format for Consent to Share Information

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

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

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

Client Access to Records

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

AHS Rule 96-23

Procedures to Protect Confidentiality

Staff Training

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

Response to Requests for Information

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

Designated Individual

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

Affirmation of Understanding

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

Written Agreements with Grantees or Contractors

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

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

Client Referrals

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

Documentation of Disclosure

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

Information Systems

Computerized Information

When developing a computerized data system, the Agency shall:

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

Security Procedures

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

Procedures

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

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

AFFIRMATION OF UNDERSTANDING STATEMENT

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

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

Name of Company (Print or type)

Date

Authorized Signature

Title