



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

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**103 South Main Street  
Waterbury, Vermont 05671-1001**

# **Vermont Correctional Academy Site**

**Request for Proposal  
December 2006**

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## 1. **Introduction**

The Vermont Department of Corrections (DOC) is seeking proposals from an institution to provide classroom, office and housing space with amenities for the Vermont Department of Corrections “Vermont Correctional Academy” (VCA). The Vermont Correctional Academy currently runs a five (5) week residential academy, to train new correctional officer recruits. In addition, VCA provides ongoing training, skills development, competency certification and professional enhancement to its 1166 Department employees.

## 2. **Procurement Overview**

The Vermont Department of Corrections, hereinafter referred to the “State”, is issuing this Request for Proposals (“RFP”) in an institution, hereinafter referred to the “vendor”, for space to accommodate the Vermont Correctional Academy (VCA).

### 2.1 **Contract Term**

The Department intends to award this contract for a two (2) year period beginning **June 1, 2007 and ending May 31, 2009.**

### 2.2 **Point of Contact**

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

Sharon Welch  
Vermont Department of Corrections  
P.O. Box 257 // 4 VT Route 113  
Chelsea, VT 05038  
Direct Line: 802-685-3386  
Fax: 802-685-3237  
Email: [swelch@doc.state.vt.us](mailto:swelch@doc.state.vt.us)

### 2.3 **Bidder’s Conference**

Prospective bidders will have an opportunity to ask questions regarding this procurement at a bidder’s conference scheduled for **Thursday January 4, 2007 at 10:00 AM EST.** The conference will be held at the following location:

Vermont Department of Corrections  
Waterbury Office Complex  
DOC Chapel Conference Room  
103 South Main Street  
Waterbury, VT 05671-1001

Refer to Appendix 7.1 for a complete table of Events and Deadlines.  
Refer to Appendix 7.2 for a map of the State Complex in Waterbury.

Attendance at the bidder’s conference is not mandatory. The conference is intended to be an interactive exchange of information, with appropriate State staff available to provide clarification and/or answers to questions.

Bidders may submit written questions and discussion points in advance of the bidder’s conference via email. Written copies of the submitted questions will be distributed to attendees of the bidder’s conference. The State will respond these questions at the conference. Information and answers to questions will not be transcribed for distribution to interested parties not in attendance.

#### **2.4 Letters of Intent & Question Deadline**

Bidders are required to submit a letter of intent by **12:00 PM (noon) EST, Friday January 12, 2007** and sent 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 bidders who have submitted a letter of intent will receive subsequent mailings related to the RFP.

Questions may be submitted in relation to this RFP until **Friday January 12, 2007**. Responses to questions, in addition to the questions and answers discussed at the bidder's conference, will be available by **Friday, January 19, 2007**.

#### **2.5 Submission Deadline and Address**

To be considered a valid proposal, one original and **5** duplicates must be received at the following **physical** address no later than **12:00 PM EST (noon) on Wednesday February 14, 2006**. **Faxes and late responses will not be accepted.**

Sharon Welch  
Vermont Department of Corrections  
4 VT Route 113  
Chelsea, VT 05038

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 bidder. 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.

#### **2.6 Bid Opening**

Proposals received by the specified deadline will be publicly opened and reviewed for compliance of proposal requirements. Upon confirmation of compliance, the proposal is accepted. The bid opening is scheduled for **Wednesday February 14, 2007 at 2:00 PM EST**.

#### **2.7 State Contract Provisions**

Appendix 7.3 contains a listing of Customary State Contract Provisions.

#### **2.8 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 - Map of State Complex in Waterbury Vermont  
Appendix 7.3 - Customary State Contract Provisions

**2.9 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 conference questions will be considered addenda to the RFP.

**2.10 Appeal of decision**

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

Robert Hofmann, Commissioner  
Vermont Department of Corrections  
103 South Main Street  
Waterbury, VT 05671-1001

### **3. Scope of Services**

The State seeks an institution with facilities and services available to accommodate the Vermont Correctional Academy (VCA). Contract duration is two (2) years with the possibility of two one year extensions.

The Vendor shall also provide on site accommodations for approximately 30 participants including appropriate lodging, food service and recreational area.

- 3.1** Vendor shall provide a facility within the geographic location of the State of Vermont, ideally central Vermont.
- 3.2** The facility must provide a secure administrative area to accommodate a minimum of five (5) full time staff and two (2) interns, volunteers or temporary staff. This administrative area must meet the following specifications:
  - 3.2.1 Access to seven (7) voice lines
  - 3.2.2 Access to seven (7) broadband (or T1) data lines
  - 3.2.3 Access to one (1) facsimile line within administrative area
  - 3.2.4 Ability to accommodate large equipment, i.e. Copier, fax, etc.
- 3.3** The facility must provide a large classroom able to accommodate approximately thirty (30) participants year round. The classroom must meet the following specifications:
  - 3.3.1 Access to a minimum of one (1) broadband data line (internet)
  - 3.3.2 Access to a minimum of one (1) telephone line
  - 3.3.3 Ideally a “Smart Classroom” is preferred but not required. A “Smart Classroom” is one with internet connectivity, projection screen, ceiling mounted projector, DVD player, and VCR player all console controlled.
- 3.4** The facility must provide a dedicated housing unit to accommodate approximately forty (40) participants with flexibility to accommodate more participants when needed. The housing unit must meet the following specifications:
  - 3.4.1 A housing unit with telephone access
  - 3.4.2 A leisure area within the housing unit with television and VCR
  - 3.4.3 Multiple bathing facilities for both genders
- 3.5** The facility must provide a food service program able to provide three balanced meals a day. Cost of food service will be cost per meal served.
- 3.6** Vendor shall provide the following space/facilities as needed but pre-scheduled basis:
  - 3.6.1 Additional classrooms for “break-out” space with a minimum of one (1) telephone line and data line access per room
  - 3.6.2 A gymnasium
  - 3.6.3 An outdoor area for physical activities

- 3.6.4 A computer lab with a minimum of one (1) telephone line access
- 3.6.5 A library.
- 3.6.6 An auditorium for graduation ceremonies and occasional conferences with seating capacity of at least 150.
  
- 3.7** Facility will provide a secure storage space for items associated with Vermont Correctional Academy operations (minimum 100 sq. ft.)
  
- 3.8** Vendor shall be the facility manager and responsible for:
  - 3.8.1 Rubbish removal
  - 3.8.2 Recycling removal
  - 3.8.3 Grounds care and maintenance
    - 3.8.3.1 Snow plowing drive-way, parking lot and walk-ways
    - 3.8.3.2 Sanding/salting drive-way, parking lot and walk-ways.
    - 3.8.3.3 Lawn care
  - 3.8.4 Facility house keeping
    - 3.8.4.1 Facility cleaning
    - 3.8.4.2 Providing clean bed linens
    - 3.8.4.3 Providing clean pillows
  - 3.8.5 Repair and maintenance of facility's structural components
  - 3.8.6 Ensure proper heating, air conditioning, and lighting
  
- 3.9** Vendor shall be the liaison between the State and communication companies providing telephone, facsimile and internet access.
  - 3.9.1 Vendor will ensure communication lines are maintained and repaired when needed
  - 3.9.2 Vendor will report communication outages within an hour of outage
  
- 3.10** Refer to section 5.2.4 for cost itemization instructions



#### **4. Evaluation Criteria**

Proposals in response to this RFP will be reviewed by a selection committee. As part of its evaluation, the State will conduct interviews with one or more bidders. In such an event, bidders may be required to travel to Waterbury or other State office, at their own expense, to participate in an on-site interview. Conversely, the State may elect to travel to the bidders headquarters to conduct the interview, as well as tour its facilities.

The 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 Department's needs will be awarded the contract.

Proposals will then be evaluated and weighted using the following distribution:

Facility Location	30%
Quality of Facility and Food Service	30%
Price	40%

During the evaluation process, bidders may be contacted for the purpose of obtaining clarification of their response. However, no clarification will be sought if a bidder completely fails to address a feature contained in the RFP document. The DOC reserves the right to reject any and all proposals submitted in response to this RFP.

Upon completion of the evaluation process, the Commissioner of the Department of Corrections may select a bidder 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. In the event the State is successful in negotiating with the bidder, the State will issue a notice of award. In the event the State is not successful in negotiating a contract with this bidder, the State reserves the option of negotiating with another bidder. 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 bidder must be able to be licensed, bonded, insured and certified to do business in the State of Vermont by the time the contract is executed.

### **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 nor in any way inhibit a presentation in other than the vendor's favor. 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** Bidders must submit an original and six (6) copies of the proposal. The original should be clearly marked on the outside cover as such. All signatures in the original proposal must be in blue ink.

- 5.2.4** Proposals must itemize costs by the following criteria:

- 5.2.4.1** Housing
- 5.2.4.2** Food Service
- 5.2.4.3** Classroom Space
- 5.2.4.4** Office Space
- 5.2.4.5** Use of Gymnasium
- 5.2.4.6** Use of auditorium
- 5.2.4.7** Other miscellaneous costs (itemized by type & description)

### **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 bidder.

- 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. 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
- 5.3.1.4** 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 bidder 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 bidder 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 bidder 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 bidder or competitor.  
In addition, the bidder must state the prices quoted have not been knowingly disclosed by the bidder prior to award, either directly or indirectly, to any other bidder 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 bidder 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 bidder'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 bidder is currently financially stable and the future financial conditions are not likely to jeopardize the bidder'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 bidder. The references must be specific as to the nature of the experience with the bidder 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 bidder's plan to conform to specifications.

### **5.3.7 Key Personnel**

The bidder 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 bidder 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. Bidders 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.

## 5.4 **Questions to bidder**

5.4.1 There are no questions for this RFP

## **6. Proposal Process**

### **6.1 Acceptance of Proposals**

- 6.1.1** Each bidder 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 bidder.
- 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 bidder. 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 bidder from full compliance with RFP and other contract requirements if the bidder 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 bidder's authorized agent.
- 6.2.2** Bidders are allowed to make amendments to their proposals if the change is submitted by the proposal due date subject to the conditions outlined in section 2.4. 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 to proposals after the proposal due date.

### **6.3 Cost of Preparing Proposals**

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

## **6.4 Disposition of Proposals**

- 6.4.1** 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 bidder proprietary and confidential under Vermont law, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential.
- 6.4.2** The bidder 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 bidder if the identified material were to be released. A general statement that an entire proposal is proprietary is not acceptable.
- 6.4.3** All material submitted by bidders becomes the property of the State of Vermont, which is under no obligation to return any material submitted by a bidder 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**

Bidders 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 bidder 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. Bidders 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.

## Appendix 7.1

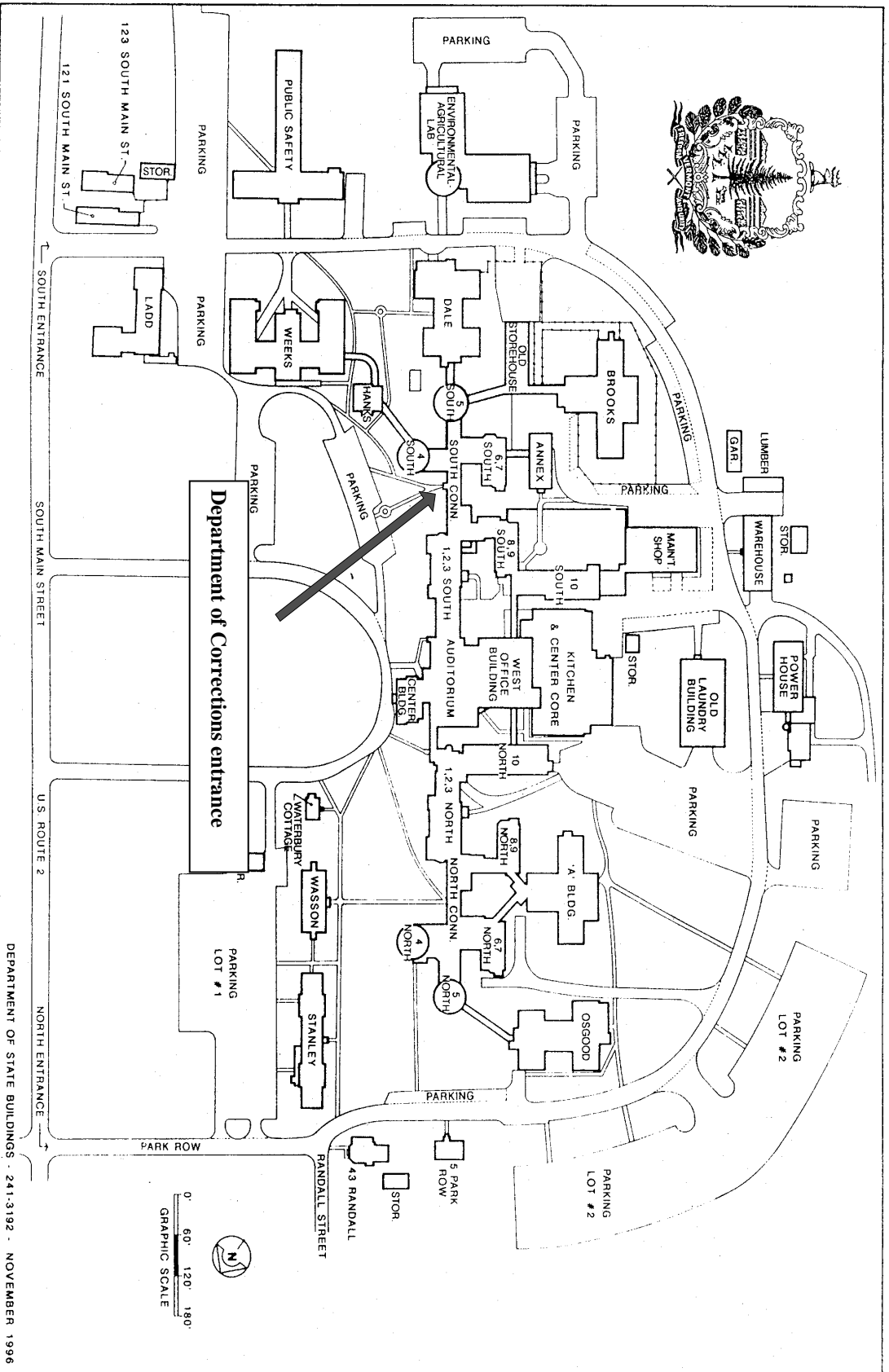
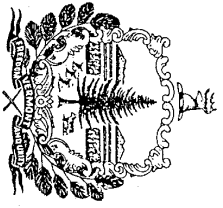
# Event and Deadline Schedule-VCA RFP

Event	Date Due	Time Due *	Location
RFP Issued	December 18, 2006 (Tuesday)		RFP – mailed to known potential vendors RFP – advertised in Rutland Herald & Burlington Free Press for 2 wks RFP – Posted on State of Vermont Electronic Bulletin Board
Bidder's Conference	January 4, 2007 (Thursday)	10:00 AM	Waterbury State Office Complex Vermont Department of Corrections <u>Chapel Conference Room</u>
Letter of Intent & Question Deadline	January 12, 2007 (Friday)	4:00 PM	<u>Send to Point of Contact:</u> Sharon Welch Vermont Department of Corrections 4 VT Route 113 (physical) // PO Box 257 (mailing) Chelsea, VT 05038 Email: <a href="mailto:swelch@doc.state.vt.us">swelch@doc.state.vt.us</a> (email is preferred) Fax: 802-685-3237 <i>(Questions received after 01/12/07 will not receive a response)</i> Please send questions via email: swelch@doc.state.vt.us
Responses to Questions Due	January 19, 2007	4:00 PM	(Sent out via email)
Proposals Due	February 14 (Wednesday)	12:00 PM (noon)	<u>Send to Point of Contact <b>PHYSICAL ADDRESS</b> (address above):</u> (Bids must be received at the physical address by noon)
Bid Opening	February 14 (Wednesday)	2:00 PM	Location to be determined
Site Visit Schedule	TBD	TBD	(Sent out via e-mail)
Award Announcement	March 22, 2007 (Thursday)		(Sent out via Fax and Letter by USPS)
Finalize Contract	April & May		
Contractor Start Date	June 1, 2007	12:00 AM	

\* Eastern Time



# LOCATION MAP FOR STATE OFFICES IN THE WATERBURY STATE OFFICE COMPLEX



Exit IS 89 at Waterbury and proceed on route 100 southbound. At the "T" intersection, turn left (still on rt. 100) and go under the railway bridge. The main entrance to the complex will be on the right, just after the second traffic light. There is parking near the Department of Corrections' entrance but the lots are often full. The next best option would be behind the complex, probably in the lot next to the environmental laboratory.

## Appendix 7.3

### STATE OF VERMONT CONTRACT FOR SERVICES

#### ATTACHMENT C

#### CUSTOMARY STATE CONTRACT PROVISIONS

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

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

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

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

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

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

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CONTRACT FOR SERVICES**

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

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

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

7. **Reliance by the State on Representations:** All payments by the State under this contract will be made in reliance upon the accuracy of all prior representations by the Contractor, including but not limited to bills, invoices, progress reports and other proofs of work.
8. **Records Available for Audit.** The Contractor will maintain all books, documents, payroll, papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the contract and for three years thereafter for inspection by any authorized representatives of the State or Federal government. If any litigation, claim or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this contract.
9. **Fair Employment Practices and Americans with Disabilities Act:** Contractor agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Contractor under this contract. Contractor further agrees to include this provision in all subcontracts.
10. **Set Off:** The State may set off any sums which the Contractor owes the State against any sums due the Contractor under this contract; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
  - ii. **Taxes Due to the State.**
    - a. Contractor understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
    - b. Contractor certifies under the pains and penalties of perjury that, as of the date the contract is signed, the Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
    - c. Contractor understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the Contractor is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
    - d. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal resource to contest the amounts due.
12. **Child Support.** (Applicable if Contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the date the contract is signed, he/she:
  - a. is not under any obligation to pay child support; or
  - b. is under such an obligation and is in good standing with respect to that obligation; or
  - c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Contractor is a resident of Vermont, Contractor makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**STATE OF VERMONT  
CONTRACT FOR SERVICES**

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

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

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

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

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

**Type of Insurance Coverage:**

**Modifications:**

**Reasons for Modifications:**

**Approval:**

\_\_\_\_\_  
**Assistant Attorney General**

**Date:** \_\_\_\_\_

## ATTACHMENT E

### BUSINESS ASSOCIATE agreement (revised 03/28/2006)

**THIS BUSINESS ASSOCIATE AGREEMENT (“AGREEMENT”) IS ENTERED INTO BY AND BETWEEN THE STATE OF VERMONT AGENCY OF HUMAN SERVICES OPERATING BY AND THROUGH ITS DEPARTMENT, OFFICE, OR DIVISION OF DEPARTMENT OF CORRECTIONS (“COVERED ENTITY”) AND (“BUSINESS ASSOCIATE”) AS OF (“EFFECTIVE DATE”). THIS AGREEMENT SUPPLEMENTS AND IS MADE A PART OF THE CONTRACT TO WHICH IT IS AN ATTACHMENT.**

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) including the Standards for the Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 (“Privacy Rule”) and the Security Standards at 45 CFR Parts 160 and 164 (“Security Rule”).

The parties agree as follows:

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

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

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

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

2.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services provided that any use or disclosure would not violate the minimum necessary policies and procedures of Covered Entity. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

2.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents (including subcontractors) in accordance with Sections 6 and 14 or (b) as otherwise permitted by Section 3.

3. **Business Activities.** Business Associate may use PHI received in its capacity as a “Business Associate” to Covered Entity if necessary for Business Associate’s proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as “Business Associate” to Covered Entity for Business Associate’s proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if (a) Business Associate obtains reasonable written assurances via a written contract from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and (b) the person promptly notifies Business Associate (who in turn will promptly notify Covered Entity) in writing of any instances of which it is aware in which the confidentiality of the PHI has been breached. Uses and disclosures of PHI for the purposes identified in this Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

4. **Safeguards.** Business Associate shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

5. **Reporting.** Business Associate shall report in writing to Covered Entity any use or disclosure of PHI in violation of this Agreement by Business Associate or its agents including its subcontractors. Business Associate shall provide this written report promptly after it becomes aware of such use or disclosure. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate the impermissible use or disclosure. Consistent with 45 CFR 164.502(j)(1) Business Associate may use PHI to report violations of law to federal and state authorities.
6. **Agreements by Third Parties.** Business Associate shall ensure that any agent (including a subcontractor) to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity agrees in a written contract to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. For example, the written contract must include those restrictions and conditions set forth in Section 12. Business Associate must enter into the written contract before any use or disclosure of PHI by such agent. The written contract must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the contract concerning the use or disclosure of PHI. Business Associate shall provide a copy of the written contract to Covered Entity upon request. Business Associate may not make any disclosure of PHI to any agent without the prior written consent of Covered Entity.
7. **Access to PHI.** Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Business Associate shall promptly forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.
8. **Amendment of PHI.** Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Business Associate shall promptly forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.
9. **Accounting of Disclosures.** Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Business Associate shall promptly forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.
10. **Books and Records.** Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity (without regard to the attorney-client or other applicable legal privileges) upon Covered Entity's request in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.
11. **Termination.**
  - 11.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 15.11.
  - 11.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate this Contract without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate this Contract without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity

shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under this Contract, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

## **12. Return/Destruction of PHI.**

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

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

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

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

14.1 Business Associate shall implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

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

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

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



## 15. Miscellaneous.

- 15.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract, the terms of this Agreement shall govern with respect to its subject matter. Otherwise the terms of the Contract continue in effect.
- 15.2 Any reference to “promptly” in this Agreement shall mean no more than seven (7) business days after the circumstance or event at issue has transpired. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended or renumbered.
- 15.3 Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of a use or disclosure of PHI in violation of any provision of this Agreement.
- 15.4 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.
- 15.5 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.
- 15.6 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule) in construing the meaning and effect of this Agreement.
- 15.7 This Agreement may be amended or modified, and any right under this Agreement may be waived, only by a writing signed by an authorized representative of each party.
- 15.8 Nothing express or implied in this Agreement is intended to confer upon any person other than the parties hereto any rights, remedies, obligations or liabilities whatsoever. Notwithstanding the foregoing, the Covered Entity in this Agreement is the Agency of Human Services operating by and through its Department of Corrections. Covered Entity and Business Associate agree that the term “Covered Entity” as used in this Agreement also means any other Department, Division or Office of the Agency of Human Services to the extent that such other Department, Division, or Office has a relationship with Business Associate that pursuant to the Privacy or Security Rules would require entry into an agreement of this type.
- 15.9 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.
- 15.10 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity under this Contract even if some of that information relates to specific services for which Business Associate may not be a “Business Associate” of Covered Entity under the Privacy Rule.
- 15.11 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 12.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 9 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.
- 15.12 This Agreement constitutes the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written agreements between the parties in such respect.

## ATTACHMENT F

### CONTRACT FOR SERVICES

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

#### Definition.

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

“AHS” means the Vermont Agency of Human Services.

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

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

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

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

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

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

#### Basic Principles

##### Presumption of Confidentiality

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

##### Existing Statutes

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

##### Information Collection

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

##### Informing Clients

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

## Permissible Disclosures

### Client consent

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

### Sharing “Non-identifiable” Information

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

### Public Information

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

### Information Sharing for Administrative Purposes

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

### Disclosure Without Consent in Limited Circumstances

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

## **AHS Rule 96-23** Procedures Related to Consent

### Obtaining Informed Consent

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

### Consent of Minors to Release of Information

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

## Format for Consent to Share Information

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

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

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

## Client Access to Records

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

### **AHS Rule 96-23**

#### **Procedures to Protect Confidentiality**

## Staff Training

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

## Response to Requests for Information

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

## Designated Individual

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

## Affirmation of Understanding

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

## Written Agreements with Grantees or Contractors

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

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

## Client Referrals

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

## Documentation of Disclosure

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

## Information Systems

### Computerized Information

When developing a computerized data system, the Agency shall:

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

### Security Procedures

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

### Procedures

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

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

**AFFIRMATION OF UNDERSTANDING STATEMENT**

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

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

\_\_\_\_\_  
**Name of Company (Print or type)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**