

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

# CONTRACT



**Vendor ID 000005391**  
**Priority Express**  
**PO Box 426**  
**Williston VT 05495**  
**USA**

<b>Contract ID</b> 0000000000000000000030975	<b>Page</b> 1 of 2
<b>Contract Dates</b> 03/01/2016 to 02/28/2018	<b>Origin</b> CPS
<b>Description:</b> CPS - MESSENGER SERVICE	<b>Contract Maximum</b> \$65,000.00
<b>Buyer Name</b> Berini,Brian Jon	<b>Buyer Phone</b> 802/828-2217
<b>Contract Status</b> Approved	

**Phone #: 802-862-2828**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		MESSENGER SERVICE	EA	0.01000	0.00	0.00

## STANDARD CONTRACT FOR SERVICES

1. Parties. This is a contract for services between the State of Vermont, Department of Buildings and General Services (hereafter called "State"), and Priority Express, with principal place of business in Williston, VT, (hereafter called "Contractor"). Contractor's form of business organization is a corporation. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject messenger services for the State of Vermont on an as needed basis. Detailed services to be provided by the contractor are described in Attachment A.

3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$65,000.00.

4. Contract Term. The period of contractor's performance shall begin on March 1, 2016 and end on February 28, 2018, with an option to renew for Two (2) additional 12-month periods.

5. Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is not required.
- Approval by the CIO/Commissioner DII is not required.

6. Amendment. This agreement represents the entire agreement between the parties; No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. Cancellation. This contract may be canceled by either party by giving written notice at least 30 days in advance.

8. Attachments. This contract consists of twenty one (21) pages including the following attachments which are incorporated herein:

- Attachment A - Specifications of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 09/01/2015)
- Attachment D - Routing Guide & Rate Table
- Attachment E - AHS Confidentiality Policy & Confidentiality Statement
- Attachment F - Agency of Human Services' Customary Contract Provision

9. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C - Standard Contract Provisions for Contracts and Grants
- (3) Attachment F - Agency of Human Services' Customary Contract Provision
- (4) Attachment E - AHS Confidentiality Policy & Confidentiality Statement
- (5) Attachment A - Specifications of Work to be Performed
- (6) Attachment B - Payment Provisions
- (7) Attachment D - Routing Guide & Rate Table

## CONTRACT TERMS AND ADDITIONAL INFORMATION



## ATTACHMENT A: SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor shall provide courier service for the State of Vermont as follows:

- 1) To provide courier service for the delivery addresses listed (Attachment D).
- 2) A monthly report for the preceding month will be submitted with the monthly invoice (comprised of four weekly invoices) to agencies subscribing to this service. The report will include the dates and offices where courier services were picked up. The report format will be sorted by Pick-Up Location, and then by pick-up date.
- 3) Future locations may be added to the contract at any time.
- 4) Delivery of a non-recurring nature, will be called into the dispatch office (802-862-2828 option 1) and scheduled accordingly.
- 5) "Special Runs" for STAT/RUSH deliveries will be called into the dispatch office where the order will be verified and a job# assigned.
- 6) "Hot Shots" deliveries, up to 500 miles from the Williston VT hub are also available; to Canada (via PARS system), and airports in Albany NY, Manchester NH, and Boston MA.

### Performance Standards.

- Delivery within the specified Delivery Service Level.

The acceptable quality level for on-time deliveries will be 99%; the customer will report any deliveries that do not meet the contractors promised delivery time to the state contract manager. Contractor delivery performance will be reviewed in periodic contract review meetings between the State of Vermont (SOV) and the contractor.

THE CONTRACTOR MUST SUCCESSFULLY COMPLETE SCHEDULED DELIVERY TIMES AS ESTABLISHED IN THE RFP OR BE SUBJECT TO PERFORMANCE- BASED OUTCOMES AS FOLLOWS:

FAILURE TO MEET THE 99% PERFORMANCE STANDARD, WILL RESULT IN HOLDBACKS BEING TAKEN FROM THE APPLICABLE MONTHLY INVOICE.

PERFORMANCE MEASUREMENTS AND INVOICE REDUCTION FOR NON-COMPLIANCE:

95-98% COMPLIANCE – REDUCTION OF 3%  
90-94% COMPLIANCE – REDUCTION OF 5%

A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR SERVICE ON TIME (WITHIN THE ABOVE THRESHOLDS), IN TWO CONSECUTIVE QUARTERS, WILL FURTHER RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.

## ATTACHMENT B: PAYMENT PROVISIONS

The State shall pay the Contractor an amount not to exceed \$65,000.00 as follows:

1. Contractor shall submit monthly invoices with the contract number directly to the Agency using the service. Agency points of contact are as follows:
  - a. Health & Economic Services  
AHS/CO  
Osgood-1  
103 South Main Street  
Waterbury, VT 05671-3710  
Note: Preferably via email to our AHS Payables Mailbox – [AHS.COPayables@vermont.gov](mailto:AHS.COPayables@vermont.gov)
  - b. Vermont Correctional Institute  
VCI  
103 South Main Street  
Waterbury, VT 05671-3710
  - c. Vermont Psychiatric Care Hospital  
DMH-MTCR  
1076 US Route 2  
Montpelier, VT 05633-7801
2. Invoices shall be on Contractor's standard billhead and shall specify the address to which payments will be sent. Invoices shall include documentation and itemization of all work performed, including a detail of services, locations, number of stops, departmental breakdown, dates and hours of work performed, and the rate of pay. Invoicing must also contain a detail of items and costs for allowable reimbursable expenses. The State shall not be responsible for any expenses of the Contractor not specifically authorized by this Contract.
3. In consideration of the services performed by Contractor, the State agrees to pay Contractor in accordance with the following established rates.
  - 1) Established rates according to the Routing Guide & Rate Table (Attachment D)
  - 2) "Special Runs" requiring same day pick-up and delivery:
    - a. \$18.00 base rate (10 miles included)
    - b. \$1.25 per mile after 10 miles
    - c. Mileage origination point – Williston, VT 05495
  - 3) "Hot Shots" deliveries will be priced at the time of shipment.
  - 4) Any additional services deemed necessary by the state must first be approved in advance by the state, and will be billed at the rates listed below.
4. Payment terms are net 30 days.
5. Any services outside of this agreement shall not be allowed.

**Department of Health & Economic Services**

TOWN	PICK-UP ADDRESS	VENDOR PICK-UP TIME	DELIVERY ADDRESS	VENDOR DELIVERY TIME	DAILY FEE
Williston	312 Hurricane Lane	12:50 PM	Department of Vermont Health Access, NOB 1 South, 280 State Dr. Waterbury	1:30 PM	\$5.10
Williston	289 Hurricane Lane	12:40 PM	Department of Vermont Health Access, NOB 1 South, 280 State Dr. Waterbury	1:30 PM	\$5.10
Williston	208 Hurricane Lane	12:25 PM	Department of Vermont Health Access, NOB 1 South, 280 State Dr. Waterbury	1:30 PM	\$5.10
Essex	Global Foundries, 1000 River Rd, Loading Dock 966	11:45 PM	Department of Vermont Health Access, NOB 1 South, 280 State Dr. Waterbury	1:30 PM	\$5.10
Winooski	10 East Allen St.	11:15 a.m	Department of Vermont Health Access, NOB 1 South, 280 State Dr. Waterbury	1:30 PM	\$5.10
Williston	25 Omega Drive, Williston	12:00 PM	Department of Vermont Health Access, NOB 1 South, 280 State Dr. Waterbury	1:30 PM	\$5.10
Waterbury	Department of Vermont Health Access, NOB 1 South, 280 State Dr.	1:30 PM	312 Hurricane Lane, Williston	2:00PM	\$5.10
Waterbury	Department of Vermont Health Access, NOB 1 South, 280 State Dr.	1:30 PM	289 Hurricane Lane, Williston	2:15PM	\$5.10
Waterbury	Department of Vermont Health Access, NOB 1 South, 280 State Dr.	1:30 PM	208 Hurricane Lane, Williston	2:30 PM	\$5.10
Waterbury	Department of Vermont Health Access, NOB 1 South, 280 State Dr.	1:30 PM	Global Foundries, 1000 River Rd, Loading Dock 966, Essex	3:00 PM	\$5.10
Waterbury	Department of Vermont Health Access, NOB 1 South, 280 State Dr. Waterbury	1:30 PM	10 East Allen St. Winooski	3:30 PM	\$5.10
Waterbury	Department of Vermont Health Access, NOB 1 South, 280 State Dr.	1:30 PM	25 Omega Drive, Williston VT	2:45PM	\$5.10

**Agency of Agriculture**

TOWN	PICK-UP ADDRESS	VENDOR PICK-UP TIME	DELIVERY ADDRESS	VENDOR DELIVERY TIME	DAILY FEE
Williston	94 Harvest Lane	Monday 10:00:00 AM	BGS Postal 1078 RT-2 Monpellier VT	3:30 PM	\$15.05
Williston	94 Harvest Lane	Thursday 1:00 PM	BGS Postal 1078 RT-2 Monpellier VT	3:30 PM	\$15.05

**Vermont Correctional Institution (VCI)**

	Town	Delivery Address	Delivery Time	
			2-DAY	3-DAY
2559 Glen RD.	Bennington, North	North Bennington, Town, 56 Mechanic St. North Benn, VT 05257	\$8.93	\$7.93
"	Bennington	127 Industrial Park, Bennington, VT 05201	\$8.93	\$7.93
"	"	443 Main St. Bennington, VT 05201	\$8.93	\$7.93

	Brattleboro	Brattleboro, Town of, 211 Fairground Rd. Brattleboro, VT 05301	\$8.93	\$7.93
	"	Comm. Corrections Service Couler, Springtree BLDG 89 Putney Rd. North Brattleboro, VT 05304	\$8.93	\$7.93
	"	1414 West Ave. Brattleboro, VT 05301	\$8.93	\$7.93
	Dorset	Dorset, Town of / Town Manager, 112 Mad Tom RD, East Dorset, VT 05253	\$8.93	\$7.93
	Grafton	Grafton, Town of, 117 Main St. Grafton, VT 05146	\$8.93	\$7.93
	"	Grafton, Town of, PO Box 180 Grafton, VT 05146	\$8.93	\$7.93
	Marlboro	Marlboro, Town Clerk, PO Box 78 Marlboro, VT 05344 Att. David Elliot	\$8.93	\$7.93
	Putney	Putney, Town Clerk, 127 Main St. Putney, VT 05346 Att. Dennis Wilson	\$8.93	\$7.93
	Wallingford	Wallingford, Town of, 75 School St. Wallingford, VT 05773	\$8.93	\$7.93

3648 Lower Newton Road Swanton, VT	Burlington	DMV So. Burlington Branch 4 Market Street Burlington, VT 05401	\$8.93	\$7.93		
		DMV Rutland Branch 101 State Place Rutland, VT 05701			\$8.93	\$7.93
		Montpelier Stockroom 120 State St. Montpelier, VT 05603				
"	Newport	DMV Newport Branch 100 Main St. Newport, VT 05855				
"	Springfield	DMV Springfield Branch 100 Mineral St. Springfield, VT 05156				
"	Bennington	DMV Bennington Branch 120 Depot St. Bennington, VT 05201				

**Vermont Psychiatric Hospital**

Two (2) deliveries each day, 7 days a week, including holidays. The pickup times are the same for each day.

Note: On time pickup and delivery is critical. A maximum 15-minute delivery window is allowed.

	Pick-up Address	Pick-up Time	Delivery Time	Delivery Address	Cost
Berlin	Vermont Psychiatric Care Hospital 350 Fisher Road Berlin VT 05633-7901	11:30 AM	11:50 AM	Middlesex Therapeutic Community Residence 1076 US Route 2 Middlesex, VT 05633	\$62.95
Berlin	Vermont Psychiatric Care Hospital 350 Fisher Road Berlin VT 05633-7901	4:30 PM	4:50 PM	Middlesex Therapeutic Community Residence 1076 US Route 2 Middlesex, VT 05633	\$62.95
				HOLIDAY FEE	None

- At 11:30 am go to MTCR pick up night before dinner trays drop off at VPCH, pick up lunch trays at VPCH, and deliver to MTCR for 11:50am.
- At 4:30 pm go to MTCR pick up lunch trays bring to VPCH, pick up dinner trays at VPCH, and deliver to MTCR for 4:50pm.

## 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](http://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.

(End of Customary Provisions)

*Attachment F - Revised AHS -12/10/10*

**Final Adopted Rule for  
Access to Information**

Page 1 of 5

**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, detention 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.

## **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.

## **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

## **AHS Rule 96-23**

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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 RULE 96-23 Access to  
Information**

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- \* **I have read and/or received training on this Rule.**
- \* **I agree to comply with the guideline that it sets forth for protecting confidentiality and promoting more efficient service delivery.**
- \* **I understand that there are designated individuals available to help me implement this Rule if I have questions.**
- \* **I understand that deliberate violation of this rule will result in disciplinary action.**

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**Name and job title (Print)**

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**Signature**

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**Department**

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**Date**