

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (the "State") and Priority Express, Inc., with a principal place of business in Williston, VT (the "Contractor") that the contract between them originally dated as of July 1, 2023, Contract #45860, as amended to date, (the "Contract") is hereby amended as follows:

I. **Exhibit A-1 – Price Schedule and Requirements.** Exhibit A-1 is amended as follows:

Section 7, FPR-01 – “Forests, Parks, and Recreation – Parks Water Sampling” is hereby deleted in its entirety and replaced with the requirements attached to this amendment.

Section 13, VCI-01 – “Vermont Correctional Industries – License Plates” is hereby deleted in its entirety and replaced with the requirements attached to this amendment.

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

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

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

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

This document consists of 5 pages. Except as modified by this Amendment No. 2, all provisions of the Contract remain in full force and effect.

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

STATE OF VERMONT

By: _____

Name: Jennifer M.V. Fitch

Title: Commissioner - Buildings and
General Services

Date: _____

PRIORITY EXPRESS, INC.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A-1 – Price Schedules and Requirements

7. FPR-01 – Forests, Parks, and Recreation – Parks Water Sampling

FPR-01 – FOREST, PARKS, AND RECREATION – PARKS WATER SAMPLING							
Pick up Day(s)	Pick up Town	Pick up Address	SOV Designated Pickup Time	Delivery Town	Delivery Address	SOV Designated Delivery Time	WEEKLY FEE
Route 1							
MON	Alburgh	151 Coon Point Rd.	9am or later	Continue to next pickup location			\$85.50 Per week
MON	St. Albans Bay	2714 Hathaway Point Rd.	9am or later	Continue to next pickup location			
MON	Enosburg	460 Marsh Farm Rd.	9am or later	Colchester	359 S. Park Dr.	By 2:30pm	
Route 2							
MON	Groton	18 Ricker Pond Campground Rd.	10am	Continue to next pickup location			\$149.40 Per week
MON	Waterbury Center	177 Reservoir Rd.	11:30am	Williston	Endyne Lab 160 James Brown Dr. #F	By 2:30pm	
Route 3							
MON	Ferrisburgh	822 Bay SP 787 Kingsland Bay State Park Rd.	10:35am	Williston	Endyne Lab 160 James Brown Dr. #F	By 2:30pm	\$35.00 Per week
Route 3 is a stop-gap route to provide pick up of the sample from this location beginning in May prior to pick up starting for the Department of Environmental Conservation's Lake Water Testing (DEC-01) route. At that time the DEC-01 route will take over for pick up at this location.							

- 7.1. The Department of Forests, Parks, & Recreation (FPR) uses courier services to deliver water samples to the Vermont Department of Health lab in Colchester and Endyne lab in Williston during the Spring-Fall seasons.
- 7.2. Samples shall be picked up directly from the parks no earlier than 9am and delivered to the VDH lab by 2:30pm.
- 7.3. A park staff member shall be present to hand off the samples and sign the custody form.
- 7.4. Samples must be kept cold in a cooler during transport but cannot be allowed to freeze, one or two ice packs is sufficient. A 15-20 quart cooler is approximately the size required to hold the samples and ice.

EXHIBIT A-1 – Price Schedules and Requirements

- 7.5. Sample containers shall be kept in plastic bags to prevent the sample's forms (wrapped around the container) from getting wet during transport. The State shall provide plastic bags at the pickup locations.
- 7.6. Schedule:
- 7.6.1. State Park water sampling shall occur from approximately May through August/September. Exact start and end dates for the courier routes on this sampling program will vary and shall be discussed on an annual basis with the Department.
- 7.7. State Park Sample Locations
- 7.7.1. Route 1 – Monday pickup (Tuesday if Monday was a state holiday) deliver to VDH Lab in Colchester by 2:30pm
- 7.7.1.1. Alburgh Dunes – 3 samples, located in full-size refrigerator in the garage.
 - 7.7.1.2. Burton Island – samples for Burton Island are delivered via ferry to Kill Kare State Park and will be picked up from there.
 - 7.7.1.3. Kill Kare – 2 samples (one from Burton Island), located in mini-fridge at the contact station. Additional sample(s) may need delivery once a month and will be located with the other samples that are ready for transport to the lab.
 - 7.7.1.4. Lake Carmi – 3 samples, located in mini-fridge at the contact station. An additional sample may need delivery once a month and will be located with the other samples that are ready for transport to the lab.
- 7.7.2. Route 2 – Monday pickup (Tuesday if Monday was a state holiday) deliver to Endyne lab in Williston by 2:30pm.
- 7.7.2.1. Waterbury Center State Park – 5 samples (Brighton, Crystal Lake, Maidstone, Elmore, and Waterbury), located in mini-fridge at the Waterbury Center contact station.
 - 7.7.2.2. Ricker Pond State Park – 3 samples (Ricker Pond, Boulder Beach, and Stillwater), located in mini-fridge at Ricker Pond contact station.
- 7.7.3. Route 3 – Monday pickup (Tuesday if Monday was a state holiday) deliver to Endyne lab in Williston by 2:30pm.
- 7.7.3.1. Kingsland Bay State Park
 - 7.7.3.2. Route 3 is a stop-gap route to provide pick up of the sample from this location beginning in May prior to pick up starting for the Department of Environmental Conservation's Lake Water Testing (DEC-01) route. At that time the DEC-01 route will take over for pick up at this location.
 - 7.7.3.3. Point of Contact – Kayla Fitchette, (802) 636-7197, kayla.fitchette@vermont.gov

[Continued on next page]

EXHIBIT A-1 – Price Schedules and Requirements

13. VCI-01 – Vermont Correctional Industries – License Plates

VCI-01 – VERMONT CORRECTIONAL INDUSTRIES – LICENSE PLATES							
Pick up Day(s)	Pick up Town	Pick up Address	SOV Desired Pickup Time	Delivery Town	Delivery Address	SOV Desired Delivery Time	FEE
AS NEEDED	Swanton	3649 Lower Newton Rd.	During business hours 7:45am to 4:30pm	Burlington	4 Market St.	During business hours 7:45am to 4:30pm	\$39.95 Per occurrence + \$0.06 per lb overweight fee
AS NEEDED	Swanton	3649 Lower Newton Rd.	During business hours 7:45am to 4:30pm	Rutland	101 State Pl.	During business hours 7:45am to 4:30pm	\$39.95 Per occurrence + \$0.06 per lb overweight fee
AS NEEDED	Swanton	3649 Lower Newton Rd.	During business hours 7:45am to 4:30pm	Montpelier	120 State St.	During business hours 7:45am to 4:30pm	\$39.95 Per occurrence + \$0.06 per lb overweight fee
AS NEEDED	Swanton	3649 Lower Newton Rd.	During business hours 7:45am to 4:30pm	Newport	100 Main St.	During business hours 7:45am to 4:30pm	\$39.95 Per occurrence + \$0.06 per lb overweight fee
AS NEEDED	Swanton	3649 Lower Newton Rd.	During business hours 7:45am to 4:30pm	Springfield	100 Mineral St.	During business hours 7:45am to 4:30pm	\$39.95 Per occurrence + \$0.06 per lb overweight fee
AS NEEDED	Swanton	3649 Lower Newton Rd.	During business hours 7:45am to 4:30pm	Bennington	120 Depot St.	During business hours 7:45am to 4:30pm	\$39.95 Per occurrence + \$0.06 per lb overweight fee

- 13.1. Vermont Correctional Industries (VCI) requires courier services to deliver license plates from their facility to DMV offices throughout the State.
- 13.2. Service requests occur on an as needed basis.
- 13.3. Average courier request may consist of delivering 18 boxes - ~550 total lbs. Occasional requests may occur for twice that volume: 36 boxes - ~1,100 total lbs.
- 13.4. Pickup and delivery must occur during open State office hours: 7:45am – 4:30pm, Monday -Friday. No pickup or delivery on State holidays or weekends.
- 13.5. Maximum 3-day delivery speed is required.
- 13.6. Service requests with a total weight greater than 50 pounds will be assessed the per mile overweight fee in addition to the per occurrence fee.
- 13.7. Point of Contact – Greg Young, (802) 505-0230, gregory.young@vermont.gov

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (the "State") and Priority Express, Inc., with a principal place of business in Williston, VT (the "Contractor") that the contract between them originally dated as of July 1, 2023, Contract #45860, as amended to date, (the "Contract") is hereby amended as follows:

I. **Exhibit A-1 – Price Schedule and Requirements.** Exhibit A-1 is amended as follows:

VDH-02 – “Vermont Department of Health District Health Office Samples” is hereby deleted in its entirety and replaced with the requirements attached to this amendment.

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

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

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

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

This document consists of 2 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

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

STATE OF VERMONT

By: _____

Name: Jennifer M.V. Fitch

Title: Commissioner - Buildings and
General Services

Date: _____

PRIORITY EXPRESS, INC.

By: _____

Name: _____

Title: _____

Date: _____

2. VDH-02 – Vermont Department of Health – District Health Office Samples

VDH-02 – VERMONT DEPARTMENT OF HEALTH – DISTRICT HEALTH OFFICE SAMPLES							
Pick up Day(s)	Pick up Town	Pick up Address	SOV Designated Pickup Time	Delivery Town	Delivery Address	SOV Designated Delivery Time	WEEKLY FEE
MON-THU	Barre	5 Perry St. Suite 250	After 12pm	Continue to next pickup location			\$2,471.84 Per week
MON-THU	Bennington	324 Main St. Suite 2	After 12:30pm	Continue to next pickup location			
MON-THU	Brattleboro	232 Main St. Suite 2	After 11:30am	Continue to next pickup location			
MON-THU	Middlebury	156 S. Village Green Suite 102	After 2:30pm	Continue to next pickup location			
MON-THU	Morrisville	63 Professional Dr. Suite 1	After 2pm	Continue to next pickup location			
MON-THU	Newport	100 Main St. Suite 220	After 12pm	Continue to next pickup location			
MON-THU	Rutland	300 Asa Bloomer State Office Bldng 88 Merchants Row	After 1:30pm	Continue to next pickup location			
MON-THU	Springfield	100 Mineral St. Suite 104	After 1pm	Continue to next pickup location			
MON-THU	St. Albans	27 Federal St. Suite 201	After 12pm	Continue to next pickup location			
MON-THU	St. Johnsbury	107 Eastern Ave. Suite 9	After 1pm	Continue to next pickup location			
MON-THU	White River Junction	118 Prospect St. Suite 300	After 2pm	Continue to next pickup location			
Samples for VDH are picked up from the 11 district health offices and delivered to the VDH Lab in Colchester by 9am the next day				Colchester	VDH Lab 359 South Park Dr.	By 9am next day	
Samples for the Department of Environmental Conservation water testing program shall be delivered to the Vermont Agricultural Environmental Lab by 3pm the next day				Randolph Center	VAEL 163 Admin Dr.	By 3pm next day	\$79.00 Per occurrence
As-needed service for delivery of Department of Environmental Conservation samples to the Vermont Agricultural and Environmental Lab				Randolph Center	VAEL 163 Admin Dr.	TBD	\$1.95 Per Mile

- 2.1. The Vermont Department of Health (VDH requires regular weekly pickup of samples from eleven (11) local Department of Health offices throughout the state for delivery to the VDH laboratory in Colchester. Samples for the Department of Environmental Conservation (DEC) water testing program will be picked at the same time for delivery to the Vermont Agricultural and Environmental Lab.
 - 2.1.1. DEC shall be invoiced directly for services performed for their department under this route.
 - 2.1.1.1. Contractor shall submit and upload detailed invoices to <https://anonline.vermont.gov/home>. Invoices and deliverables must include the contract number and an itemized description of completed deliverable(s) achieved during the invoice period.
- 2.2. Schedule:
 - 2.2.1. VDH samples – The regular schedule for this service shall occur with pick up on Monday, Tuesday, Wednesday and Thursday at or after the designated pickup time.
 - 2.2.2. DEC sample – The regular schedule for this service shall occur with pickup on Monday. This is a seasonal service requirement and the exact start and end dates shall be discussed on an annual basis with the Department. As-needed pickup may be requested on other days of the week and will be communicated to the Contractor at least one business day before.
- 2.3. Delivery:
 - 2.3.1. VDH Samples - Samples for VDH shall be delivered to the VDH Lab in Colchester by 9am the next day
 - 2.3.2. DEC Samples – Samples for DEC shall be delivered to VAEL in Randolph Center by 3pm the next day
- 2.4. Samples may include, but not be limited to, water samples and up to Category A infectious substances.
- 2.5. Contractor shall count the number of samples at each pickup location and transmit the data via email to VDH and DEC staff. Sample counts may be sent daily or once per week.
- 2.6. Samples shall be segregated using mesh bags or other means based on pickup location.
- 2.7. Samples shall be refrigerated in coolers provided by the contractor during transportation.
- 2.8. Samples shall be refrigerated overnight at the Contractor's facility. The temperature of samples shall be monitored during overnight refrigeration with the data made available to VDH or DEC staff upon request.
- 2.9. Contractor shall maintain chain-of-custody on samples that may be considered evidence in legal proceedings with documentation / tracking of sample pickup, transit time, and delivery.
- 2.10. Point of Contact – Gina Neidig, (802) 338-4764, gina.neidig@vermont.gov

STANDARD CONTRACT

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

2. **Subject Matter.** The subject matter of this contract is generally on the subject of courier services. Detailed requirements to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$300,000.00.

4. **Contract Term.** The period of Contractor’s performance shall begin on July 1, 2023 and end on June 30, 2025, with an option to renew for two twelve-month terms upon mutual agreement of both parties.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

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

7. **Termination/Cancellation/Rejection.** The State specifically reserves the right upon written notice to immediately terminate the contract or any portion thereof at no additional cost to the State, providing, in the opinion of its Commissioner of Buildings and General Services, the products supplied by Contractor are not satisfactory or are not consistent with the terms of this Contract. The State also specifically reserves the right upon written notice, and at no additional cost to the State, to immediately terminate the contract for convenience and/or to immediately reject or cancel any order for convenience at any time prior to shipping notification.

8. **Attachments.** This contract consists of 29 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)

Exhibit A-1 – Price Schedule and Requirements

Attachment D – AHS Confidentiality Agreement

Attachment E – AHS Access to Information

Attachment F – AHS Customary Contract Provisions

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B
- (5) Exhibit A-1
- (6) Attachment D
- (7) Attachment E
- (8) Attachment F

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Jennifer M.V. Fitch

Name: _____

Title: Commissioner - Buildings and
General Services

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Courier Services in accordance with the rates and requirements shown in Exhibit A-1 Price Schedule and Requirements.
2. The confidential nature of transported documents for the Agency of Human Services or other agencies shall require the Contractor to be in compliance with the confidentiality policies of the specific Agency, including the submission of confidentiality agreements if required.

3. **PERFORMANCE MEASURES:**

- a. Pickup within +30 minutes of pickup schedule. Customers must be notified by the contractor at least 15 minutes in advance of any delay in making the scheduled pickup. Failure by the contractor to provide this advance notice will be viewed as an additional missed appointment.
- b. The acceptable quality level for on-time pickups will be 99%. The customer will report any pickups that do not meet the Contractor's promised pickup time to the state contract manager. Contractor pickup performance may be reviewed in period meetings between the State of Vermont and the contractor.
- c. The Contractor shall successfully complete scheduled pickup and delivery times as established in the contract or be subject to performance-based outcomes as follows:
 - i. Failure to meet the 99% performance standard will result in holdbacks being taken from the applicable monthly invoice.
 - ii. Delivery performance measures and invoice reduction for non-compliance:

95-98% Compliance = Reduction of 3%

90-94% Compliance = Reduction of 5%

Failure by the Contractor to complete their service on time (within the above-specified thresholds) in two consecutive quarters shall result in a contract review with potential consequences up to and including termination of the contract.

- iii. Temperature control performance measure:

Failure to maintain the required sample transport temperature which results in rejection of the sample for testing shall result in a 50% reduction in the invoice amount for that scheduled route or on-demand pickup, including next day delivery of samples.

4. **WARRANTY:** Each product purchased hereunder shall include a manufacturer's written warranty, which must be based on commercial use, and extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser, or such longer period as set forth in the written warranty.
5. **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of

all items under this Contractor. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.

- a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
- b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
 - d. Notwithstanding the fact that any payment obligation for sales by contractor to any political subdivision or college, pursuant to "Purchasing Entities," below, shall be solely between the political subdivision or college and the contractor, the contractor must include, in reporting to State, the figures on quantities sold by contractor to, and amounts paid to contractor by, any such political subdivisions or independent colleges.
6. **DELIVERY:** Responsibility for product delivery remains with Contractor until the product is properly delivered and signed for. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Upon delivery, all packaging and containers shall become the property of the State, unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the Contractor.
 7. **QUALITY:** All products will be new and unused. All products provided by the Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting the requirements of this section will be deemed unacceptable and returned to the Contractor for credit at no charge to the State.
 8. **DEFAULT:** In case of default of the Contractor, the State may procure the materials or supplies from other sources and hold the Contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
 9. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows:

e. ***For the Contractor:***

Name: Jeff Adams
Phone: 802-861-3407
Email: adams@prioritysameday.com

f. ***For the State:***

Name: State of Vermont, Kyle Emerson
Address: 133 State Street, 5th Floor, Montpelier, VT 05633-8000
Phone: 802-249-7394
Fax: 802-828-2222
Email: kyle.emerson@vermont.gov

10. **Purchasing Entities:** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the state (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials and shall specify the address to which payments will be sent. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.
4. **PRICING:** Contractor shall provide all products F.O.B. delivery to the ordering facility at no additional cost to the State. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted.
5. Following performance of the services, each as specified in Attachment A, Contractor will retroactively invoice the State on a weekly basis in accordance with the rates specified in Attachment A. Charges beyond the established daily or weekly rate must be broken out with a description of the service performed, date of service, and the additional charge.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

EXHIBIT A-1 – Price Schedules and Requirements

1. Single, non-recurring (as needed) courier service fees:

SERVICE TYPE	SERVICE DESCRIPTION	PER MILE FEE
Single Non-recurring	Courier service for a single non-recurring delivery (not scheduled same-day)	\$1.95 per mile
Expedited Same-Day Non-recurring	Courier service for a single non-recurring service to be completed the same-day	\$1.95 per mile
Excess Weight Non-recurring	Courier service for package weighing 50 pounds or more	\$0.06 per mile overweight fee

1.1. Users of this contract shall call or email the Contractor at least 1 business day before service is required to schedule as needed service. Expedited service charges shall apply to services scheduled the same day as pickup.

1.1.1. Phone: 802-862-2828

1.1.2. Email: dispatch@prioritysameday.com

2. VDH-02 – Vermont Department of Health – District Health Office Samples

VDH-02 – VERMONT DEPARTMENT OF HEALTH – DISTRICT HEALTH OFFICE SAMPLES							
Pick up Day(s)	Pick up Town	Pick up Address	SOV Designated Pickup Time	Delivery Town	Delivery Address	SOV Designated Delivery Time	WEEKLY FEE
MON-THU	Barre	5 Perry St. Suite 250	After 12pm	Continue to next pickup location			\$2,471.84 Per week
MON-THU	Bennington	324 Main St. Suite 2	After 12:30pm	Continue to next pickup location			
MON-THU	Brattleboro	232 Main St. Suite 2	After 11:30am	Continue to next pickup location			
MON-THU	Middlebury	156 S. Village Green Suite 102	After 2:30pm	Continue to next pickup location			

EXHIBIT A-1 – Price Schedules and Requirements

MON-THU	Morrisville	63 Professional Dr. Suite 1	After 2pm	Continue to next pickup location		
MON-THU	Newport	100 Main St. Suite 220	After 12pm	Continue to next pickup location		
MON-THU	Rutland	300 Asa Bloomer State Office Bldng 88 Merchants Row	After 1:30pm	Continue to next pickup location		
MON-THU	Springfield	100 Mineral St. Suite 104	After 1pm	Continue to next pickup location		
MON-THU	St. Albans	27 Federal St. Suite 201	After 12pm	Continue to next pickup location		
MON-THU	St. Johnsbury	107 Eastern Ave. Suite 9	After 1pm	Continue to next pickup location		
MON-THU	White River Junction	118 Prospect St. Suite 300	After 2pm	Continue to next pickup location		
Samples are picked up from the 11 district health offices and delivered to the VDH Lab in Colchester by 9am the next day				Colchester	VDH Lab 359 South Park Dr.	By 9am next day

- 2.1. The Vermont Department of Health (VDH requires regular weekly pickup of samples from eleven (11) local Department of Health offices throughout the state for delivery to the VDH laboratory in Colchester.
- 2.2. The regular schedule for this service shall occur with pick up on Monday, Tuesday, Wednesday and Thursday at or after the designated pickup time with delivery by 9am the next day to the VDH lab in Colchester.
- 2.3. Samples may include, but not be limited to, water samples and up to Category A infectious substances.
- 2.4. Contractor shall count the number of samples at each pickup location and transmit the data via email to VDH staff. Sample counts may be sent daily or once per week.
- 2.5. Samples shall be segregated using mesh bags or other means based on pickup location.
- 2.6. Samples shall be refrigerated in coolers provided by the contractor during transportation.
- 2.7. Samples shall be refrigerated overnight at the Contractor's facility. The temperature of samples shall be monitored during overnight refrigeration with the data made available to VDH staff upon request.
- 2.8. Contractor shall maintain chain-of-custody on samples that may be considered evidence in legal proceedings with documentation / tracking of sample pickup, transit time, and delivery.
- 2.9. Point of Contact – Gina Neidig, (802) 338-4764, gina.neidig@vermont.gov

EXHIBIT A-1 – Price Schedules and Requirements

3. VDH-03 – Vermont Department of Health – Rabies Testing

VDH-03 – VERMONT DEPARTMENT OF HEALTH – RABIES TESTING							
Pick up Day(s)	Pick up Town	Pick up Address	SOV Designated Pickup Time	Delivery Town	Delivery Address	SOV Designated Delivery Time	FEE
AS NEEDED	Essex Junction	Game Warden 111 West St.	TBD	Colchester	VDH Lab 359 South Park Dr.	By 4pm	\$26.51 Per occurrence
AS NEEDED	Springfield	Game Warden 100 Mineral St.	TBD	Colchester	VDH Lab 359 South Park Dr.	By 4pm	\$224.25 Per occurrence
AS NEEDED	St. Johnsbury	Game Warden 374 Emerson Falls Rd., Suite 4	TBD	Colchester	VDH Lab 359 South Park Dr.	By 4pm	\$140.40 Per occurrence
				Off-hours and Weekend surcharge			\$25.00 Per occurrence

- 3.1. The Vermont Department of Health (VDH) requires as needed pickup of rabies samples from game warden stations to the VDH laboratory in Colchester.
- 3.2. Same day delivery by 4pm to the VDH lab in Colchester is required.
- 3.3. Samples shall be refrigerated in coolers provided by the contractor during transportation.
- 3.4. Pickup and delivery off hours or on weekends may be required as needed.
- 3.5. VDH staff shall contact the contractor to schedule service.
- 3.6. Point of Contact – Todd Perry, (802) 651-1955, todd.perry@vermont.gov

4. VDH-04 – Vermont Department of Health – Mosquito Testing

VDH-04 – VERMONT DEPARTMENT OF HEALTH – MOSQUITO TESTING							
Pick up Day(s)	Pick up Town	Pick up Address	SOV Designated Pickup Time	Delivery Town	Delivery Address	SOV Designated Delivery Time	WEEKLY FEE
TUE	Randolph Center	VAEL 163 Admin Dr.	10am – 2pm	Colchester	VDH Lab 359 Colchester Dr.	By 4:30pm	\$23.71 Per week

- 4.1. The Vermont Department of Health (VDH) requires weekly pickup of samples for a mosquito testing program from the Vermont Agriculture and Environmental Lab (VAEL) in Randolph Center for delivery to the VDH Lab in Colchester.

EXHIBIT A-1 – Price Schedules and Requirements

- 4.2. This is a seasonal route that begins in July and ends in October. Exact start and end dates for the route on this sampling program will vary and shall be discussed on an annual basis with the Department.
- 4.3. The regular schedule for this route shall be on Tuesday. If regularly scheduled pickup would occur on a holiday, the Department will communicate an alternate pickup day to the Contractor.
- 4.4. Pickup at VAEL shall occur between 10am and 2pm, with delivery to VDH Lab by 4:30pm.
- 4.5. Point of Contact – Eliza Doncaster, (802) 505-5343, eliza.doncaster@vermont.gov

5. VDH-05 – Vermont Department of Health – School Drinking Water Testing

VDH-05 – VERMONT DEPARTMENT OF HEALTH – SCHOOL DRINKING WATER TESTING							
Pick up Day(s)	Pick up Town	Pick up Address	SOV Designated Pickup Time	Delivery Town	Delivery Address	SOV Designated Delivery Time	PER MILE FEE
AS NEEDED	TBD	School Location TBD	TBD	Colchester	VDH Lab 359 South Park Dr.	Next Day	\$1.95 Per mile

- 5.1. The Vermont Department of Health (VDH) requires as needed pickup of water samples from public and private schools in Vermont for delivery to the VDH Lab in Colchester.
- 5.2. Pickup and delivery for this service requirement shall be on an as-needed basis, scheduled at least 1 business day prior to pickup.
- 5.3. The Contractor shall take precautions to ensure samples held overnight will not freeze.
- 5.4. Delivery to the VDH Lab shall occur within 24 hours of pick up.
- 5.5. Pricing for this service shall be on a per mile basis from the school location to the VDH Lab.
- 5.6. Point of Contact – Todd Perry, (802) 651-1955, todd.perry@vermont.gov

6. DDS-01 – Disability Determination Services – Mail Transport

DDS-01 – DISABILITY DETERMINATION SERVICES - MAIL							
Pick up Day(s)	Pick up Town	Pick up Address	SOV Desired Pickup Time	Delivery Town	Delivery Address	SOV Desired Delivery Time	WEEKLY FEE
Friday	Waterbury	93 Pilgrim Park Rd, STE 6	4:00 PM	Waterbury	USPS 47 N Main St Ste 2, Waterbury	By close of business	\$30.50 Per week

EXHIBIT A-1 – Price Schedules and Requirements

- 6.1. The Agency of Human Services – Disability Determination Services division requires courier services to deliver mail to the local post office every Friday and the day before office closure due to state holiday.
- 6.2. Mail shall be picked up every Friday by 4pm from 93 Pilgrim Park Rd., Suite 6, Waterbury and delivered to USPS 47 N. Main St., Waterbury prior to post office closure.
- 6.3. Mail shall be picked up the day before office closure due to a state holiday for delivery to the nearest post office. DDS staff shall notify the contractor as needed to schedule service.
- 6.4. Point of Contact – Ezra Holben, (802) 241-1149, ezra.holben@ssa.gov

7. FPR-01 – Forests, Parks, and Recreation – Parks Water Sampling

FPR-01 – FOREST, PARKS, AND RECREATION – PARKS WATER SAMPLING							
Pick up Day(s)	Pick up Town	Pick up Address	SOV Designated Pickup Time	Delivery Town	Delivery Address	SOV Designated Delivery Time	WEEKLY FEE
Route 1							
MON	Alburgh	151 Coon Point Rd.	9am or later	Continue to next pickup location			\$85.50 Per week
MON	St. Albans Bay	2714 Hathaway Point Rd.	9am or later	Continue to next pickup location			
MON	Enosburg	460 Marsh Farm Rd.	9am or later	Colchester	359 S. Park Dr.	By 2:30pm	
Route 2							
MON	Groton	18 Ricker Pond Campground Rd.	10am	Continue to next pickup location			\$149.40 Per week
MON	Waterbury Center	177 Reservoir Rd.	11am	Williston	Endyne Lab 160 James Brown Dr. #F	By 2:30pm	
Route 3							
MON	Ferrisburgh	822 Bay SP 787 Kingsland Bay State Park Rd.	10:35am	Williston	Endyne Lab 160 James Brown Dr. #F	By 2:30pm	\$35.00 Per week
Route 3 is a stop-gap route to provide pick up of the sample from this location beginning in May prior to pick up starting for the Department of Environmental Conservation's Lake Water Testing (DEC-01) route. At that time the DEC-01 route will take over for pick up at this location.							

EXHIBIT A-1 – Price Schedules and Requirements

- 7.1. The Department of Forests, Parks, & Recreation (FPR) uses courier services to deliver water samples to the Vermont Department of Health lab in Colchester and Endyne lab in Williston during the Spring-Fall seasons.
- 7.2. Samples shall be picked up directly from the parks no earlier than 9am and delivered to the VDH lab by 2:30pm.
- 7.3. A park staff member shall be present to hand off the samples and sign the custody form.
- 7.4. Samples must be kept cold in a cooler during transport but cannot be allowed to freeze, one or two ice packs is sufficient. A 15-20 quart cooler is approximately the size required to hold the samples and ice.
- 7.5. Sample containers shall be kept in plastic bags to prevent the sample's forms (wrapped around the container) from getting wet during transport. The State shall provide plastic bags at the pickup locations.
- 7.6. Schedule:
 - 7.6.1. State Park water sampling shall occur from approximately May through August/September. Exact start and end dates for the courier routes on this sampling program will vary and shall be discussed on an annual basis with the Department.
- 7.7. State Park Sample Locations
 - 7.7.1. Route 1 – Monday pickup (Tuesday if Monday was a state holiday) deliver to VDH Lab in Colchester by 2:30pm
 - 7.7.1.1. Alburgh Dunes – 3 samples, located in full-size refrigerator in the garage.
 - 7.7.1.2. Burton Island – samples for Burton Island are delivered via ferry to Kill Kare State Park and will be picked up from there.
 - 7.7.1.3. Kill Kare – 2 samples (one from Burton Island), located in mini-fridge at the contact station. Additional sample(s) may need delivery once a month and will be located with the other samples that are ready for transport to the lab.
 - 7.7.1.4. Lake Carmi – 3 samples, located in mini-fridge at the contact station. An additional sample may need delivery once a month and will be located with the other samples that are ready for transport to the lab.
 - 7.7.2. Route 2 – Monday pickup (Tuesday if Monday was a state holiday) deliver to Endyne lab in Williston by 2:30pm.
 - 7.7.2.1. Waterbury Center State Park – 5 samples (Brighton, Crystal Lake, Maidstone, Elmore, and Waterbury), located in mini-fridge at the Waterbury Center contact station.
 - 7.7.2.2. Ricker Pond State Park – 3 samples (Ricker Pond, Boulder Beach, and Stillwater), located in mini-fridge at Ricker Pond contact station.
 - 7.7.3. Route 3 – Monday pickup (Tuesday if Monday was a state holiday) deliver to Endyne lab in Williston by 2:30pm.
 - 7.7.3.1. Kingsland Bay State Park
 - 7.7.3.2. Route 3 is a stop-gap route to provide pick up of the sample from this location beginning in May prior to pick up starting for the Department of Environmental Conservation's Lake Water Testing (DEC-01) route. At that time the DEC-01 route will take over for pick up at this location.
 - 7.7.3.3. Point of Contact – Kayla Fitchette, (802) 636-7197, kayla.fitchette@vermont.gov

EXHIBIT A-1 – Price Schedules and Requirements

8. AAFM-01 – Agency of Agriculture, Food, and Markets – Water Samples

AAFM-01 – AGENCY OF AGRICULTURE – WATER SAMPLES							
Pick up Day(s)	Pick up Town	Pick up Address	SOV Designated Pickup Time	Delivery Town	Delivery Address	SOV Designated Delivery Time	WEEKLY FEE
MON	Williston	AAFM Office 94 Harvest Lane Suite 201	12pm-2pm	Randolph Center	VAEL 163 Admin Dr.	By 3:30pm	\$23.95 Per week

- 8.1. The Agency of Agriculture, Food and Markets (AAFM) uses courier services to deliver water samples from their office to the Vermont Agriculture and Environmental Laboratory (VAEL) in Randolph
- 8.2. Water samples shall be picked up directly from AAFM at 94 Harvest Lane – Suite 201, Williston VT 05495 every Monday between 12:00-2:00pm, excluding holidays, and delivered to the VAEL by 3:30pm the same day.
- 8.3. Water samples must be kept cold in a cooler during transport. Samples will be ready for transport in a cooler with ice packs at the pick-up location. Necessary paperwork associated with the samples will also be in the cooler. Multiple coolers may need to be delivered.
- 8.4. Samples and accompanying paperwork must be received by a Sample Receiving staff person at VAEL. The Sample Receiving window is located just inside the upper-level main entrance of the facility located at 163 Admin Drive, Randolph Center, VT 05061. Should Sample Receiving staff not be immediately present, a phone and contact number are posted at the front desk to reach them.
- 8.5. Coolers from previous deliveries shall be picked up by the courier service on a weekly basis from the VAEL and returned to Williston when picking up samples for delivery the following week.
- 8.6. Point of Contact – Nicole Dubuque, (802) 261-5061, nicole.dubuque@vermont.gov

9. AAFM-02 – Agency of Agriculture, Food, and Markets – VAEL Sample Transport

AAFM-02 – AGENCY OF AGRICULTURE – VAEL SAMPLE TRANSPORT							
Pick up Day(s)	Pick up Town	Pick up Address	SOV Designated Pickup Time	Delivery Town	Delivery Address	SOV Desired Delivery Time	PER MILE FEE
TBD	TBD	TBD	TBD	Randolph Center	VAEL 163 Admin Dr.	By 4:30pm	\$1.95 Per mile

- 9.1. Projects utilizing the Vermont Agricultural and Environmental Laboratory (VAEL) requires courier services to deliver paperwork and associated samples from points around the State to VAEL in Randolph Center.
- 9.2. Courier service requests shall be on an as needed basis and shall be communicated to the contractor at least one business day prior to when service is required.
- 9.3. Sample materials may include, but are not limited to, small bottles of water, soil, or plant material.

EXHIBIT A-1 – Price Schedules and Requirements

- 9.4. Samples may require temperature control by transporting them in a cooler with ice. Any handling requirements shall be confirmed at the time of the request.
- 9.5. Delivery shall be made to 163 Admin Drive, Randolph Center, VT 05061
- 9.6. Pickup and delivery of samples shall occur on the same business day unless otherwise specified by the Agency. VAEL is open to receive samples between 7:45am and 4:30pm, Monday through Friday (excepting State Holidays).
- 9.7. Point of Contact – Glenn Evans, (802) 585-6073, glenn.evans@vermont.gov

10. AAFM-03 – Agency of Agriculture, Food, and Markets – Meat Inspection Program

AAFM-03 – AGENCY OF AGRICULTURE – MEAT INSPECTION PROGRAM						
Pick up Day(s)	Pick up Town	Pick up Address	SOV Designated Pickup Time	Delivery Location	SOV Designated Delivery Speed	FEE
AS NEEDED	Waitsfield	5 th Quarter 664 Old Country Rd.	TBD	Nearest FedEx Location	Same Day Dropoff to FedEx	\$76.05 Per occurrence
AS NEEDED	Milton	Bear Trap Custom Processing 416 Caderact Rd.	TBD	Nearest FedEx Location	Same Day Dropoff to FedEx	\$33.15 Per occurrence
AS NEEDED	North Troy	Brault's Market 6673 VT Rt. 100	TBD	Nearest FedEx Location	Same Day Dropoff to FedEx	\$144.30 Per occurrence
AS NEEDED	Glover	Brown's Meat Processing 116 Larose Ln.	TBD	Nearest FedEx Location	Same Day Dropoff to FedEx	\$150.15 Per occurrence
AS NEEDED	South Londonderry	Grandma Miller's Pies & Pastries 52 Hearthstone Ln.	TBD	Nearest FedEx Location	Same Day Dropoff to FedEx	\$195.00 Per occurrence
AS NEEDED	Isle La Motte	Happy Bird Poultry Farm 568 Main St.	TBD	Nearest FedEx Location	Same Day Dropoff to FedEx	\$85.80 Per occurrence
AS NEEDED	Grand Isle	Lake Champlain Meats 43 Pearl St.	TBD	Nearest FedEx Location	Same Day Dropoff to FedEx	\$50.70 Per occurrence
AS NEEDED	Westford	Morgan Brook Farm 1467 VT Rt. 123	TBD	Nearest FedEx Location	Same Day Dropoff to FedEx	\$35.10 Per occurrence

EXHIBIT A-1 – Price Schedules and Requirements

AS NEEDED	Waterbury	Paprika Catering Company 29 Stowe St. #1	TBD	Nearest FedEx Location	Same Day Dropoff to FedEx	\$48.75 Per occurrence
AS NEEDED	Charlotte	Philo Ridge Farm 875 Hinesburg Rd.	TBD	Nearest FedEx Location	Same Day Dropoff to FedEx	\$31.20 Per occurrence
AS NEEDED	New Haven	Picnic Provisions 16 Campground Rd.	TBD	Nearest FedEx Location	Same Day Dropoff to FedEx	\$52.65 Per occurrence
AS NEEDED	Wolcott	Rowdy Cow Ranch 1101 Hines Rd.	TBD	Nearest FedEx Location	Same Day Dropoff to FedEx	\$99.45 Per occurrence
AS NEEDED	South Burlington	Sherpa Foods 33 Valley Ridge Rd.	TBD	Nearest FedEx Location	Same Day Dropoff to FedEx	\$14.42 Per occurrence

- 10.1. The Agency of Agriculture's Meat Inspection Program requires courier services to deliver packaged samples from participating farms to the nearest FedEx location where they are shipped with next day shipping speed to a laboratory for analysis.
- 10.2. Courier services shall be performed on an as needed basis and shall be communicated to the contractor at least 1 business day prior to pick up.
- 10.3. Packages requiring transport shall be packed, sealed, and labeled in a box for shipment by the participating farm prior to pick up.
- 10.4. Delivery of samples shall occur on the same day as pickup to the nearest FedEx location for shipment to the laboratory designated by the agency.
- 10.5. Point of Contact – Julie Boisvert, (802) 828-2426, julie.boisvert@vermont.gov

11. DHVA-01 – Department of Vermont Health Access – Document Transport

DVHA-01 – DEPARTMENT OF VERMONT HEALTH ACCESS – DOCUMENT TRANSPORT							
Pick up Day(s)	Pick up Town	Pick up Address	SOV Designated Pickup Time	Delivery Town	Delivery Address	SOV Desired Designated Time	WEEKLY FEE
MON & WED	Williston	Gainwell 28 Walnut St. Suite 245, Bldg. C Maple Tree Place	12:00pm	Waterbury	DVHA NOB 1 South 280 State Dr.	1:30pm	\$109.20 Per week

EXHIBIT A-1 – Price Schedules and Requirements

MON & WED	Waterbury	DVHA NOB 1 South 280 State Dr.	1:30pm	Williston	Gainwell 28 Walnut St. Suite 245, Bldg. C Maple Tree Place	2:45pm	
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11.1. The Department of Vermont Health Access requires courier services to deliver documents to and from Gainwell in Williston and their office in Waterbury.

11.2. The regular weekly schedule for this service shall occur on Monday and Wednesday.

11.3. Point of Contact – Allison Nowak, (802) 760-0788, allison.nowak@vermont.gov

12. DMV-01 – Department of Motor Vehicles – Document Transport

DMV-01 – DEPARTMENT OF MOTOR VEHICLES – DOCUMENT TRANSPORT							
Pick up Day(s)	Pick up Town	Pick up Address	SOV Designated Pickup Time	Delivery Town	Delivery Address	SOV Designated Delivery Time	PER MILE FEE
AS NEEDED	Montpelier	120 State St.	8-9am	Newport	100 Main St.	By 2pm	\$1.95 Per mile
AS NEEDED	Montpelier	120 State St.	8-9am	Bennington	530 Main St.	By 2pm	\$1.95 Per mile

12.1. The Department of Motor Vehicles requires courier services to deliver documents from their Montpelier office to their offices in Newport and Bennington

12.2. This service will be used on an as-needed basis with delivery to Newport and Bennington having been completed by 2pm.

12.3. Point of Contact – Diane Coles, (802) 595-6206, diane.coles@vermont.gov

[Continued on next page]

EXHIBIT A-1 – Price Schedules and Requirements

13. VCI-01 – Vermont Correctional Industries – License Plates

VCI-01 – VERMONT CORRECTIONAL INDUSTRIES – LICENSE PLATES							
Pick up Day(s)	Pick up Town	Pick up Address	SOV Desired Pickup Time	Delivery Town	Delivery Address	SOV Desired Delivery Time	FEE
AS NEEDED	Swanton	3649 Lower Newton Rd.	During business hours 7:45am to 4:30pm	Burlington	4 Market St.	During business hours 7:45am to 4:30pm	\$39.95 Per occurrence
AS NEEDED	Swanton	3649 Lower Newton Rd.	During business hours 7:45am to 4:30pm	Rutland	101 State Pl.	During business hours 7:45am to 4:30pm	\$39.95 Per occurrence
AS NEEDED	Swanton	3649 Lower Newton Rd.	During business hours 7:45am to 4:30pm	Montpelier	120 State St.	During business hours 7:45am to 4:30pm	\$39.95 Per occurrence
AS NEEDED	Swanton	3649 Lower Newton Rd.	During business hours 7:45am to 4:30pm	Newport	100 Main St.	During business hours 7:45am to 4:30pm	\$39.95 Per occurrence
AS NEEDED	Swanton	3649 Lower Newton Rd.	During business hours 7:45am to 4:30pm	Springfield	100 Mineral St.	During business hours 7:45am to 4:30pm	\$39.95 Per occurrence
AS NEEDED	Swanton	3649 Lower Newton Rd.	During business hours 7:45am to 4:30pm	Bennington	120 Depot St.	During business hours 7:45am to 4:30pm	\$39.95 Per occurrence

- 13.1. Vermont Correctional Industries (VCI) requires courier services to deliver license plates from their facility to DMV offices throughout the State.
- 13.2. Shipment requests occur on an as needed basis.
- 13.3. Average courier request may consist of delivering 18 boxes - ~550 total lbs. Occasional requests may occur for twice that volume: 36 boxes - ~1,100 total lbs.
- 13.4. Pickup and delivery must occur during open State office hours: 7:45am – 4:30pm, Monday -Friday. No pickup or delivery on State holidays or weekends.
- 13.5. Maximum 3-day delivery speed is required.
- 13.6. Point of Contact – Greg Young, (802) 505-0230, gregory.young@vermont.gov

**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.**

Name and job title (Print)

Signature

Department

Date

Final Adopted Rule for Access to Information

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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

AHS Rule 96-23

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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' CUSTOMARY CONTRACT PROVISIONS

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

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

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

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

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

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

Federal Medicaid System Security Requirements Compliance: All contractors and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP (Automated Data Processing) System Security Requirements and Review Process*.

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.
5. **Voter Registration.** When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.
6. **Drug Free Workplace Act.** The Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.

7. **Privacy and Security Standards.**

Protected Health Information: The Contractor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract. The Contractor shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Contractor or subcontractor shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

Other Confidential Consumer Information: The Contractor agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Contractor agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Contractor shall ensure that all of its employees and subcontractors performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

Social Security numbers: The Contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).

9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

The Contractor shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor's materials.

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

The Contractor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Contractor will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Contractor will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Contractor shall securely delete data (including

archival backups) from the Contractor's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Computing and Communication:** The Contractor shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Contractor as part of this agreement. Options include, but are not limited to:
1. Contractor's provision of certified computing equipment, peripherals and mobile devices, on a separate Contractor's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
 2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

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

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.
14. **Non-discrimination.** The Contractor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

The Contractor will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

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

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal

funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

(End of Customary Provisions)

Attachment F - Revised AHS -12/10/10