

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services (the "State") and Priority Express, with a principal place of business in Williston, VT (the "Contractor") that the contract between them originally dated as of March 1, 2016 Contract # 30975, as amended to date, (the "Contract") is hereby amended as follows:

I. **Attachment D, Routes and Rates:**

On page 1 of 4, under the first category, "Department of Health and Economic Services, the first four line entries ("312 Hurricane Lane" "289 Hurricane Lane" "208 Hurricane Lane" and "Global Foundries") are all deleted, in full, and replaced with:

Hurricane Lane – pickup at 2 locations, delivery to Waterbury mail room, daily charge of \$54.60 for the route, per day.

A new section is added at the end of the existing Attachment D Routes and Rates:

Vermont Department of Health COVID Test Samples Routes:

Same Day Service to any location requested by the state - \$2.19 cost per mile one way
Next Day Service to any location (not State Health Dept Branch) - \$1.29 cost per mile one way
Next Day Service to any of the 12 State Health Dept branches - \$57.50 - flat rate

II. **Attachment B, Payment Provisions.** The payment provisions are amended as follows:

- Section 1 of Attachment B is amended by the addition of the following new subsection (g):

(g) for Vermont Department of Health COVID Test Samples Routes:

Drawer 41 ADM  
VT Dept of Health  
PO Box 70  
Burlington VT 05402

III. **Attachment G, Federal Terms & Conditions for COVID:**

A new Attachment G, attached hereto, is added, for federal Terms & Conditions specific to COVID.

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. 4, all provisions of the Contract remain in full force and effect.

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

**STATE OF VERMONT**

**PRIORITY EXPRESS**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

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

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

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

## Attachment G

### STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)

#### for all Contracts and Purchases<sup>1</sup> of Products and Services Connected with 2020 Pandemic

#### **BYRD ANTI-LOBBYING AMENDMENT**

Contractors who apply or bid for an award of \$100,000 or more certify that each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency

#### **PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

#### **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

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<sup>1</sup> These terms, developed by the Vermont Attorney General's Office, are to be included, without any changes, in all contracts, and any amendments to contracts, intended or expected to be used in connection with the State of Vermont's response to the 2020 Pandemic. THESE TERMS ARE ALSO TO BE USED AND ADDED FOR **ANY TRANSACTIONS**, SUCH AS BUT NOT ONLY PURCHASE ORDERS, TAKING PLACE UNDER AN EXISTING CONTRACT, IF THE PURCHASE IS FOR THE PANDEMIC AND IF THERE IS ANY POTENTIAL DOUBT AS TO WHETHER THE OVERLYING CONTRACT HAS THESE TERMS. These terms and conditions shall also be added in instances in which a purchase without formal contract is otherwise duly authorized.

4. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
5. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
6. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

### **CONTRACTOR BREACH, ERRORS AND OMISSIONS**

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

### **TERMINATION FOR CONVENIENCE**

1. General
  - a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
  - b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
  - c. No compensation will be allowed for items eliminated from the Contract.
  - d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.

- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
  - c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
  - d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
  - e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
  - f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.
3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. Settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
USA

# CONTRACT



**Supplier 0000005391**  
**Priority Express**  
**PO Box 426**  
**Williston VT 05495**  
**USA**

<b>Contract ID</b> 0000000000000000000030975	<b>Page</b> 1 of 6
<b>Contract Dates</b> 03/01/2016 to 02/28/2021	<b>Origin</b> CPS
<b>Description:</b> CPS - MESSENGER SERVICE	<b>Contract Maximum</b> \$350,000.00
<b>Buyer Name</b> Trevor R Lewis	<b>Buyer Phone</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	280,000.00

### STANDARD CONTRACT FOR SERVICES

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

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
USA

# CONTRACT



**Supplier 000005391**  
**Priority Express**  
**PO Box 426**  
**Williston VT 05495**  
**USA**

<b>Contract ID</b> 0000000000000000000030975	<b>Page</b> 2 of 6
<b>Contract Dates</b> 03/01/2016 to 02/28/2021	<b>Origin</b> CPS
<b>Description:</b> CPS - MESSENGER SERVICE	<b>Contract Maximum</b> \$350,000.00
<b>Buyer Name</b> Trevor R Lewis	<b>Buyer Phone</b> Approved

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

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE. AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

DATE: November 7, 2017

AMENDMENT #: 1

SUBJECT: Messenger Service

Contract #30975, entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Priority Express is amended as follows:

1. Maximum Amount. The maximum amount payable under Contract # 30975, wherever such references to the maximum amount appear in said contract shall be changed from \$65,000.00 to \$150,000.00.
2. Contract Term. The end date of Contract #30975 wherever such references appear in said contract and its attachments, is changed from 02/28/2018 to 02/28/2019.
3. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C July 1, 2016 attached to this Amendment.
4. 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.
5. 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.
6. 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.
7. 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/debarment>.

All other terms and conditions of Contract #30975 not hereby amended shall remain in full force and effect.

The signatures of the undersigned Parties indicate that each has read this 1st amendment to Contract # 30975 in its entirety and agrees to be bound by the provisions enumerated therein.

DATE: August 23, 2018

AMENDMENT #: 2

SUBJECT: Messenger Service

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
USA

# CONTRACT



**Supplier 000005391**  
**Priority Express**  
**PO Box 426**  
**Williston VT 05495**  
**USA**

<b>Contract ID</b> 0000000000000000000030975	<b>Page</b> 3 of 6
<b>Contract Dates</b> 03/01/2016 to 02/28/2021	<b>Origin</b> CPS
<b>Description:</b> CPS - MESSENGER SERVICE	<b>Contract Maximum</b> \$350,000.00
<b>Buyer Name</b> Trevor R Lewis	<b>Buyer Phone</b> Approved

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

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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Contract #30975, entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Priority Express is amended as follows:

1. Maximum Amount. The maximum amount payable under Contract # 30975, wherever such references to the maximum amount appear in said contract shall be changed from \$150,000.00 to \$215,000.00.
2. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment-C dated December 15, 2017 attached to this Amendment.
3. 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.
4. 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.
5. 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.
6. 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/debarment>.

All other terms and conditions of Contract #30975 not hereby amended shall remain in full force and effect.

The signatures of the undersigned Parties indicate that each has read this 2nd amendment to Contract # 30975 in its entirety and agrees to be bound by the provisions enumerated therein.

### AMENDMENT # 3 (December 24, 2018)

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services (the "State") and Priority Express, with a principal place of business in Williston, VT (the "Contractor") that the contract between them originally dated as of 03/01/2016, Contract # 30975, as amended to date, (the "Contract") is hereby amended as follows:

- I. Maximum Amount. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$215,000.00 to \$280,000.00, representing an increase of \$65,000.00.
- II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from 02/28/2019 to 02/28/2020.
- III. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C 12/15/2017 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.

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
USA

# CONTRACT



**Supplier 000005391**  
**Priority Express**  
**PO Box 426**  
**Williston VT 05495**  
**USA**

<b>Contract ID</b> 0000000000000000000030975	<b>Page</b> 4 of 6
<b>Contract Dates</b> 03/01/2016 to 02/28/2021	<b>Origin</b> CPS
<b>Description:</b> CPS - MESSENGER SERVICE	<b>Contract Maximum</b> \$350,000.00
<b>Buyer Name</b> Trevor R Lewis	<b>Buyer Phone</b> Approved

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

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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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 21 pages. Except as modified by this Amendment No. 3, all provisions of the Contract remain in full force and effect.

STATE OF VERMONT 30975  
CONTRACT AMENDMENT 4

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services (the "State") and Priority Express, with a principal place of business in Williston, VT (the "Contractor") that the contract between them originally dated as of March 1, 2016 Contract # 30975, as amended to date, (the "Contract") is hereby amended as follows:

I. Attachment A, Scope of Services. The scope of services is amended as follows:

Section 1 of Attachment A is amended by the addition of the following requirements:

- \* Tuesday and Thursday biweekly pick up at the VAAFM Williston Office, 94 Harvest Lane in Williston, VT @ 12:30 (Contact: Nate Sands 802-224-6850)
- \* Biweekly pick-up at Montpelier - 116 State Street, Montpelier @ 1:45 (Contact: Patti Casey 802-828-3473)
- \* Both Delivered to the Vermont Agriculture and Environmental Lab, 163 Admin Drive, Randolph Center, VT @ 3:15 (Contact: Karen Brack 802-477-2613)
- \* Coolers to be labeled with where they are being transported
- \* Return labeled coolers to Montpelier and Williston at next scheduled pick up

II. Attachment B, Payment Provisions. The payment provisions are amended as follows:

\* Section 1 of Attachment B is amended by the addition of the following:

Invoices to: Tara Rivet @ [tara.rivet@vermont.gov](mailto:tara.rivet@vermont.gov) or Agency of Agriculture, Food & Markets, 116 State ST, Montpelier, VT 05620-2901, (P) 802-828-5660

\$23.95 per pick up

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

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
USA

# CONTRACT



**Supplier 000005391**  
**Priority Express**  
**PO Box 426**  
**Williston VT 05495**  
**USA**

<b>Contract ID</b> 000000000000000000030975	<b>Page</b> 5 of 6
<b>Contract Dates</b> 03/01/2016 to 02/28/2021	<b>Origin</b> CPS
<b>Description:</b> CPS - MESSENGER SERVICE	<b>Contract Maximum</b> \$350,000.00
<b>Buyer Name</b> Trevor R Lewis	<b>Buyer Phone</b> Approved

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

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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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 pages. Except as modified by this Amendment No. 23, all provisions of the Contract remain in full force and effect.

#### SALES POC INFORMATION:

JEFFREY ADAMS  
802-861-3407  
jeff\_adams@pexvt.com  
Contract # 30975  
Amendment # 5

#### STATE OF VERMONT CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services Office of Purchasing & Contracting (the "State") and Priority Express, with a principal place of business in Williston, VT (the "Contractor") that the contract between them originally dated as of March 1, 2016, Contract #30975, as amended to date, (the "Contract") is hereby amended as follows:

I. Maximum Amount. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$280,000.00 to \$350,000.00, representing an increase of \$70,000.00.

II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from February 28, 2020 to February 28, 2021.

III. Attachment A Scope of Services. The scope of services is amended as follows:

Service to Vermont Correctional Industries (VCI) is subject to an additional weight charge of \$0.04 per pound over for service over 50 pounds. VCI base rate remains unchanged.

A new served agency, the Vermont Agency of Transportation (VTrans), and a new route serving VTrans, are added, as follows:

The route will operate Monday through Friday, except for State holidays:

<https://humanresources.vermont.gov/benefits-wellness/holiday-schedule>

and must begin at 11:00 AM at VTrans' first floor lobby at Barre City Place 219 North Main St Barre, from there, the first stop is at the VTrans Dill Building at 2178 Airport Rd Unit A, Berlin, the second stop is the VTrans Training Center ("VTTC") at 1716 US Route 302 Berlin, and the fourth and last stop of the day is VTrans' Central Garage ("CG") at 1756 US Route 302, Berlin. Anything picked up at the Dill Building, VTTC &/or CG that is not specified to be delivered at any subsequent stop within that same day will be stored securely overnight, and delivered to the appropriate location as part of the following day's route.

IV. Attachment B Payment Provisions. The payment provisions are amended as follows:

A new (1)(g) is added, as follows:

The rate for VTrans will be \$34.00 per day, invoiced to:

Vermont Agency of Transportation  
Attn: Accounts Payable  
219 N. Main Street  
Barre, VT 05641



**CONTRACT**



**Supplier 000005391**  
**Priority Express**  
**PO Box 426**  
**Williston VT 05495**  
**USA**

<b>Contract ID</b> 0000000000000000000030975		Page 1 of 5
<b>Contract Dates</b> 03/01/2016 to 02/28/2020		<b>Origin</b> CPS
<b>Description:</b> CPS - MESSENGER SERVICE		<b>Contract Maximum</b> \$280,000.00
<b>Buyer Name</b> Brian Jon Berini	<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	280,000.00

**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: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER**

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
USA

# CONTRACT



**Supplier 0000005391**  
**Priority Express**  
**PO Box 426**  
**Williston VT 05495**  
**USA**

<b>Contract ID</b> 0000000000000000000030975	<b>Page</b> 2 of 5
<b>Contract Dates</b> 03/01/2016 to 02/28/2020	<b>Origin</b> CPS
<b>Description:</b> CPS - MESSENGER SERVICE	<b>Contract Maximum</b> \$280,000.00
<b>Buyer Name</b> Brian Jon Berini	<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
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CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE. AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

DATE: November 7, 2017

AMENDMENT #: 1

SUBJECT: Messenger Service

Contract #30975, entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Priority Express is amended as follows:

1. Maximum Amount. The maximum amount payable under Contract # 30975, wherever such references to the maximum amount appear in said contract shall be changed from \$65,000.00 to \$150,000.00.
2. Contract Term. The end date of Contract #30975 wherever such references appear in said contract and its attachments, is changed from 02/28/2018 to 02/28/2019.
3. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C July 1, 2016 attached to this Amendment.
4. 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.
5. 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.
6. 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.
7. 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/debarment>.

All other terms and conditions of Contract #30975 not hereby amended shall remain in full force and effect.

The signatures of the undersigned Parties indicate that each has read this 1st amendment to Contract # 30975 in its entirety and agrees to be bound by the provisions enumerated therein.

DATE: August 23, 2018

AMENDMENT #: 2

SUBJECT: Messenger Service

Contract #30975, entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Priority Express is amended as follows:

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
USA

# CONTRACT



**Supplier 0000005391**  
**Priority Express**  
**PO Box 426**  
**Williston VT 05495**  
**USA**

<b>Contract ID</b> 00000000000000000000000030975	<b>Page</b> 3 of 5
<b>Contract Dates</b> 03/01/2016 to 02/28/2020	<b>Origin</b> CPS
<b>Description:</b> CPS - MESSENGER SERVICE	<b>Contract Maximum</b> \$280,000.00
<b>Buyer Name</b> Brian Jon Berini	<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
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1. Maximum Amount. The maximum amount payable under Contract # 30975, wherever such references to the maximum amount appear in said contract shall be changed from \$150,000.00 to \$215,000.00.

2. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment-C dated December 15, 2017 attached to this Amendment.

3. 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.

4. 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.

5. 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.

6. 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/debarment>.

All other terms and conditions of Contract #30975 not hereby amended shall remain in full force and effect.

The signatures of the undersigned Parties indicate that each has read this 2nd amendment to Contract # 30975 in its entirety and agrees to be bound by the provisions enumerated therein.

### AMENDMENT # 3 (December 24, 2018)

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services (the "State") and Priority Express, with a principal place of business in Williston, VT (the "Contractor") that the contract between them originally dated as of 03/01/2016, Contract # 30975, as amended to date, (the "Contract") is hereby amended as follows:

I. Maximum Amount. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$215,000.00 to \$280,000.00, representing an increase of \$65,000.00.

II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from 02/28/2019 to 02/28/2020.

III. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C 12/15/2017 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

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
USA

# CONTRACT



**Supplier 0000005391**  
**Priority Express**  
**PO Box 426**  
**Williston VT 05495**  
**USA**

<b>Contract ID</b> 00000000000000000000000030975	<b>Page</b> 4 of 5
<b>Contract Dates</b> 03/01/2016 to 02/28/2020	<b>Origin</b> CPS
<b>Description:</b> CPS - MESSENGER SERVICE	<b>Contract Maximum</b> \$280,000.00
<b>Buyer Name</b> Brian Jon Berini	<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
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(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 21 pages. Except as modified by this Amendment No. 3, all provisions of the Contract remain in full force and effect.

STATE OF VERMONT 30975  
CONTRACT AMENDMENT 4

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services (the "State") and Priority Express, with a principal place of business in Williston, VT (the "Contractor") that the contract between them originally dated as of March 1, 2016 Contract # 30975, as amended to date, (the "Contract") is hereby amended as follows:

I. Attachment A, Scope of Services. The scope of services is amended as follows:

Section 1 of Attachment A is amended by the addition of the following requirements:

- \* Tuesday and Thursday biweekly pick up at the VAAFM Williston Office, 94 Harvest Lane in Williston, VT @ 12:30 (Contact: Nate Sands 802-224-6850)
- \* Biweekly pick-up at Montpelier - 116 State Street, Montpelier @ 1:45 (Contact: Patti Casey 802-828-3473)
- \* Both Delivered to the Vermont Agriculture and Environmental Lab, 163 Admin Drive, Randolph Center, VT @ 3:15 (Contact: Karen Brack 802-477-2613)
- \* Coolers to be labeled with where they are being transported
- \* Return labeled coolers to Montpelier and Williston at next scheduled pick up

II. Attachment B, Payment Provisions. The payment provisions are amended as follows:

\* Section 1 of Attachment B is amended by the addition of the following:

Invoices to: Tara Rivet @ [tara.rivet@vermont.gov](mailto:tara.rivet@vermont.gov) or Agency of Agriculture, Food & Markets, 116 State ST, Montpelier, VT 05620-2901, (P) 802-828-5660

\$23.95 per pick up

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.

**State of Vermont**

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
USA

**CONTRACT**



**Supplier 0000005391**  
**Priority Express**  
**PO Box 426**  
**Williston VT 05495**  
**USA**

<b>Contract ID</b> 00000000000000000000000030975		<b>Page</b> 5 of 5
<b>Contract Dates</b> 03/01/2016 to 02/28/2020		<b>Origin</b> CPS
<b>Description:</b> CPS - MESSENGER SERVICE		<b>Contract Maximum</b> \$280,000.00
<b>Buyer Name</b> Brian Jon Berini	<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
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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 pages. Except as modified by this Amendment No. 23, all provisions of the Contract remain in full force and effect.

SALES POC INFORMATION:  
JEFFREY ADAMS  
802-861-3407  
jeff\_adams@pexvt.com

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

**By the STATE of VERMONT**

**By the CONTRACTOR**

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

## 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.

Contract# 30975

## 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
  - d. Vermont Dept. of Motor Vehicles  
Attn: Accounts Payable  
120 State Street  
Montpelier VT 05603  
Attn: Monica Hunt, 802-828-5021  
Note: Preferably via email to our DMV Payables Mailbox - [Dmv.financeunit@vermont.gov](mailto:Dmv.financeunit@vermont.gov)
  - e. Vermont Agency of Agriculture, Food & Markets/ L&R  
116 State Street  
Montpelier, VT 05620-2901
  - f. Middlesex Therapeutic Community Residential (MTCR)  
1076 US RTE 2  
Middlesex VT 05633  
Note: Preferably via email to our MTCR Payables Mailbox - [corrine.reynolds@vermont.gov](mailto:corrine.reynolds@vermont.gov)
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.

Contract# 30975

- 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
Burlington	110 Cherry St. Burlington, VT 05401	8:30:00 AM Mon/Wed/Fri	BGS Postal 1078 RT-2 Montpelier VT	11:15:00 AM Mon/Wed/Fri	\$12.85

**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 Montpelier VT	3:30 PM	\$15.05
Williston	94 Harvest Lane	Thursday 1:00 PM	BGS Postal 1078 RT-2 Montpelier 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, 66 Mechanic St. North Benn, VT 05257	\$9.20	\$8.17

Attachment D  
Priority Express  
Contract# 30875

"	Bennington	127 Industrial Park, Bennington, VT 05201	\$9.20	\$8.17
"	"	443 Main St. Bennington, VT 05201	\$9.20	\$8.17
"	Brattleboro	Brattleboro, Town of, 211 Fairground Rd. Brattleboro, VT 05301	\$9.20	\$8.17
"	"	Comm. Corrections Service Couler, Springtree BLDG 89 Pulney Rd. North Brattleboro, VT 05304	\$9.20	\$8.17
"	"	1414 West Ave. Brattleboro, VT 05301	\$9.20	\$8.17
"	Dorset	Dorset, Town of / Town Manager, 112 Mad Tom RD. East Dorset, VT 05253	\$9.20	\$8.17
"	Grafton	Grafton, Town of, 117 Main St. Grafton, VT 05146	\$9.20	\$8.17
"	"	Grafton, Town of, PO Box 180 Grafton, VT 05146	\$9.20	\$8.17
"	Marlboro	Marlboro, Town Clerk, PO Box 76 Marlboro, VT 05344 Att. David Elliot	\$9.20	\$8.17
"	Putney	Putney, Town Clerk, 127 Main St. Putney, VT 05348 Att. Dennis Wilson	\$9.20	\$8.17
"	Wallingford	Wallingford, Town of, 75 School St. Wallingford, VT 05773	\$9.20	\$8.17

3649 Lower Newton Road Swanton, VT	Burlington	DMV So. Burlington Branch	\$9.20	\$8.17
		4 Market Street Burlington, VT 05401		
"	Rutland	DMV Rutland Branch	\$9.20	\$8.17
		101 State Place Rutland, VT 05701		
"	Montpelier	Montpelier Stockroom 120 State St. Montpelier, VT 05603	\$9.20	\$8.17
"	Newport	DMV Newport Branch 100 Main St. Newport, VT 05855	\$9.20	\$8.17
"	Springfield	DMV Springfield Branch 100 Mineral St. Springfield, VT 05156	\$9.20	\$8.17
"	Bennington	DMV Bennington Branch 120 Depot St. Bennington, VT 05201	\$9.20	\$8.17

**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	4:30 PM	4:50 PM	Middlesex Therapeutic Community Residence 1076 US Route 2	\$62.65

Attachment D  
Priority Express  
Contract# 3D976

Berlin VT 05633-7001	Middlesex VT 05835
<b>HOLIDAY FEE</b>	None

- At 11:30 am go 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.

**Meat Inspection Program**

Contact: Carie Roberts, 802-826-2426, carie.roberts@vermont.gov  
There is no set pick up/delivery schedule. Sample pick up will be scheduled 6 week prior, and the samples need to be delivered to Vermont Department of Health Laboratory

Business Name	Address	County	Phone #	Promise contact	Cost
360 South Park Drive, Colchester, VT 05446. Samples need to be delivered same day or within 24 hours of pick up.					
BEAK TRAY CUSTOM PROCESSING	416 CADREACT RD, Milton, VT 05486	CHITTENDEN	802-570-8644	JOHN KLEPTZ	\$15.75
* Enter through door, ask any employee for sample					
Brown's Market LLC	6673 VT RT 160, North Troy, VT 05859	ORLEANS	802-744-2271	ANTHONY BRAULT	\$15.75
* Will be on desk inside of front door of retail store.					
BURELLI FARM	188 BURELLI FARM DRIVE, Berlin, VT 05602	WASHINGTON	802-224-9049	KATHERINE FANELLI/PETER BURMEISTER	\$15.75
* Top of the driveway you will want to take a sharp left turn, pass a barn on the right you will see a row building straight ahead. There is a sign on the front door "Burelli Farm", Enter building and the sample will either be handed over by employee or if no one is there, the sample will be placed on the table straight ahead of the entrance.					
ADAMS TURKEY FARM	1192 OLD STAGE RD, Westford, VT 05194	CHITTENDEN	802-878-4726	DAVE OR JUDY ADAMS	\$15.75
* Building is the second building on the right when passing into driveway. Enter in through white door, sample will be on ledge on the left side of the room.					
SHERPA FOODS LLC	99 VALLEY RIDGE RD, South Dunderberg, VT 05463	CHITTENDEN	802-347-4001	NURBU SHERPA	\$15.75
* A doorbell is placed outside garage door. You must ring the doorbell for assistance. Sample can only be picked up when an employee is present at the establishment.					
Hundred Regional Tech School	51 Charks Ave, Middlebury, VT 05753	ADDISON	802-382-1012	DR LYNNE COLC	\$15.75
* Enter in front door and ask staff					
BROWN'S MEAT PROCESSING	116 LAROSE LN, Glover, VT 05039	ORLEANS	802-525-4044	PHIL BROWN	\$15.75
* Enter main entrance of plant and ask for sample					
ADAMS FARM	15 BIGLEY HILL RD, Wilmington, VT 05383	WINDHAM	802-404-3762	CHRISTOPHER ADAMS	\$15.75
* Samples are picked up at the main entrance of the slaughterhouse (The door located next to the large garage door on the left side of the building). The cooler should drive past the main farm building where the retail shop is located and take a right. The Slaughter house is straight ahead from there, Green and tan Morton building. The samples are stored in the cooler until pick-up, just ask the inspector or an employee for the sample and it will be brought to them.					
BRYAN'S CUSTOM CUTTING	1770 JOE'S BROOK RD, Barnet, VT 05821	CALEDONIA	802-633-2210	BRYAN & SANDRA ADAMS	\$15.75
* Enter plant and ask for sample					
GRANDMA MILLERS FISH & PASTRIES	52 BARKSTONE LN, South Londonderry, VT 05155	WINDHAM	802-874-4032	DAVID NUNIKHOVEN	\$15.75
* Enter through front door and ask person behind counter for sample					
NEW ENGLAND CULINARY INSTITUTE	ONE WEST STREET, Montpelier, VT 05602	WASHINGTON	802-828-8811	FRAN VOIGT	\$15.75
* Enter in door on loading dock from parking lot behind the building. First door on right is meat fabrication room. Knock and ask for sample location					
SUGAR MOUNTAIN FARM LLC	252 RIDDLE POND RD, Orange, VT 05000	ORANGE	802-439-6482	WALTER JEFFRIES	\$15.75
* Enter the front door and ask staff					
CRVEDISH GAME BIRDS INC	160 PADDOCK RD, Springfield, VT 05156	WINDSOR	802-855-5336	RICK THOMPSON	\$15.75
* Enter in front door and ask staff					
THOMPSON FARM	200 King Place, West Coon, VT 05675	ORLEANS	802-525-1313	Lisa Thompson or David Roub	\$15.75
* Enter main entrance of plant and ask for sample					

Pricing for The Meat Inspection Program above is per pick up with delivery occurring same-day or next day based on pick up location, always within 24 hours of pickup.

**DMV Forms Distribution**

Pick-up Location

Terry Lamos (Main Contact)  
 BGS Postal Center  
 1078 US Route 2  
 Montpelier, VT 05633-7601

Delivery to:

- |   |
|---|
| Korey Arnold (Main Contact)<br>Bennington DMV Branch Office<br>530 Main Street (use Pleasant Street parking lot)<br>Bennington, VT  |
| Rutland DMV Branch Office- Robin Jackson (Main Contact)<br>--(Some packages might have this address on them but attention Southern Van)<br>101 State Place<br>Rutland, VT |
| South Burlington DMV Branch Office- Maggie York (Main Contact)<br>4 Market Street<br>South Burlington, VT   |
| Newport DMV Branch Office-Marina Neumann(Main Contact)<br>100 Main Street<br>Newport, VT  |
| Springfield DMV Branch Office Jim Goodrich (Main Contact)<br>100 Mineral Street<br>Springfield, VT 05156  |

**DELIVERY SCHEDULE**

Weekly, Thursday. Between 12:00 – 1:00PM.

Pickup and delivery next day service.

\$14.95 up to 50 lbs. and 3 boxes. Each box after 3 is \$3.95 per box, per delivery.

**Middlesex Therapeutic Community Residential**

Priority Express (current contracted vendor) will pick up dirty linen from the Middlesex Therapeutic Community Residential at approximately 2:30 every Monday and Thursday.	<b>\$89.00 per day</b>
Priority Express will bring dirty linen and the inventory request sheet to Vermont Psychiatric Care Hospital (VPCH) by 3:00 each Monday and Thursday.	
Priority Express will need to be escorted into Vermont Psychiatric Care Hospital (VPCH) so that they can put the dirty linen in the dirty linen room. They will need to place the inventory request sheet in the hanging wall file located in the same room.	
They will need to be given the clean linen that has been requested by Middlesex Therapeutic Community Residential (MTCR) staff for the return trip.	

3

2

## 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, detection of fraud, monitoring of quality assurance, audit of expenditure reports) which provide for accountability in the use of public funds.

### Basic Principles

#### Presumption of Confidentiality

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

#### Existing Statutes

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

## Information Collection

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

## Informing Clients

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

## Permissible Disclosures

### Client consent

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

### Sharing "Non-identifiable" Information

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

### Public Information

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

### Information Sharing for Administrative Purposes

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

### Disclosure Without Consent in Limited Circumstances

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

and affiliation of the person to whom the information was released, and shall notify the client that the information was disclosed.

## **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**

Page 5 of 5

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**

Page 1 of 1

- \* 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.

*Jeffrey Adams*

Name and job title (Print)

Priority Express

Department



Signature

12/6/17

Date

## 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*



# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
USA

# CONTRACT



**Vendor ID 0000005391**  
**Priority Express**  
**PO Box 426**  
**Williston VT 05495**  
**USA**

<b>Contract ID</b> 00000000000000000000000030975		<b>Page</b> 2 of 4
<b>Contract Dates</b> 03/01/2016 to 02/28/2020		<b>Origin</b> CPS
<b>Description:</b> CPS - MESSENGER SERVICE		<b>Contract Maximum</b> \$280,000.00
<b>Buyer Name</b> Brian Jon Berini	<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
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CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

SALES POC INFORMATION:  
JEFFREY ADAMS  
802-861-3407  
jeff\_adams@pexvt.com

DATE: November 7, 2017

AMENDMENT #: 1

SUBJECT: Messenger Service

Contract #30975, entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Priority Express is amended as follows:

1. Maximum Amount. The maximum amount payable under Contract # 30975, wherever such references to the maximum amount appear in said contract shall be changed from \$65,000.00 to \$150,000.00.
2. Contract Term. The end date of Contract #30975 wherever such references appear in said contract and its attachments, is changed from 02/28/2018 to 02/28/2019.
3. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C July 1, 2016 attached to this Amendment.
4. 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.
5. 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.
6. 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.
7. 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/debarment>.

All other terms and conditions of Contract #30975 not hereby amended shall remain in full force and effect.

The signatures of the undersigned Parties indicate that each has read this 1st amendment to Contract # 30975 in its entirety and agrees to be bound by the provisions enumerated therein.

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
USA

# CONTRACT



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

<b>Contract ID</b> 0000000000000000000030975	<b>Page</b> 3 of 4
<b>Contract Dates</b> 03/01/2016 to 02/28/2020	<b>Origin</b> CPS
<b>Description:</b> CPS - MESSENGER SERVICE	<b>Contract Maximum</b> \$280,000.00
<b>Buyer Name</b> Brian Jon Berini	<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
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DATE: August 23, 2018

AMENDMENT #: 2

SUBJECT: Messenger Service

Contract #30975, entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Priority Express is amended as follows:

1. Maximum Amount. The maximum amount payable under Contract # 30975, wherever such references to the maximum amount appear in said contract shall be changed from \$150,000.00 to \$215,000.00.
2. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment-C dated December 15, 2017 attached to this Amendment.
3. 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.
4. 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.
5. 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.
6. 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/debarment>.

All other terms and conditions of Contract #30975 not hereby amended shall remain in full force and effect.

The signatures of the undersigned Parties indicate that each has read this 2nd amendment to Contract # 30975 in its entirety and agrees to be bound by the provisions enumerated therein.

AMENDMENT # 3 (December 24, 2018)

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services (the "State") and Priority Express, with a principal place of business in Williston, VT (the "Contractor") that the contract between them originally dated as of 03/01/2016, Contract # 30975, as amended to date, (the "Contract") is hereby amended as follows:

- I. Maximum Amount. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$215,000.00 to \$280,000.00, representing an increase of \$65,000.00.
  - II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from 02/28/2019 to 02/28/2020.
  - III. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C 12/15/2017 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.

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
USA

# CONTRACT



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

<b>Contract ID</b> 0000000000000000000030975		<b>Page</b> 4 of 4
<b>Contract Dates</b> 03/01/2016 to 02/28/2020		<b>Origin</b> CPS
<b>Description:</b> CPS - MESSENGER SERVICE		<b>Contract Maximum</b> \$280,000.00
<b>Buyer Name</b> Brian Jon Berini	<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
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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 21 pages. Except as modified by this Amendment No. 3, all provisions of the Contract remain in full force and effect.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI  
COMMODITIES PROCUREMENT ADMINISTRATOR  
PHONE: 802-828-2217  
FAX: 802-828-2222  
brian.berini@vermont.gov

### WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Christopher Cole

Name: \_\_\_\_\_

Title: BGS Commissioner

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

## 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.

Contract# 30975

**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

- d. Vermont Dept. of Motor Vehicles

Attn: Accounts Payable

120 State Street

Montpelier VT 05603

Attn: Monica Hunt, 802-828-5021

Note: Preferably via email to our DMV Payables Mailbox - [Dmv.financeunit@vermont.gov](mailto:Dmv.financeunit@vermont.gov)

- e. Vermont Agency of Agriculture, Food & Markets/ L&R

116 State Street

Montpelier, VT 05620-2901

- f. Middlesex Therapeutic Community Residential (MTCR)

1076 US RTE 2

Middlesex VT 05633

Note: Preferably via email to our MTCR Payables Mailbox - [corrine.reynolds@vermont.gov](mailto:corrine.reynolds@vermont.gov)

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.

Contract# 30975

- 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
Burlington	110 Cherry St. Burlington, VT 05401	8:30:00 AM Mon/Wed/Fri	BGS Postal 1078 RT-2 Montpelier VT	11:15:00 AM Mon/Wed/Fri	\$12.85

**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 Montpelier VT	3:30 PM	\$15.05
Williston	94 Harvest Lane	Thursday 1:00 PM	BGS Postal 1078 RT-2 Montpelier 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, 66 Mechanic St. North Benn, VT 05257	\$9.20	\$8.17

Attachment D  
Priority Express  
Contract# 30875

"	Bennington	127 Industrial Park, Bennington, VT 05201	\$9.20	\$8.17
"	"	443 Main St. Bennington, VT 05201	\$9.20	\$8.17
"	Brattleboro	Brattleboro, Town of, 211 Fairground Rd. Brattleboro, VT 05301	\$9.20	\$8.17
"	"	Comm. Corrections Service Couler, Springtree BLDG 89 Pulney Rd. North Brattleboro, VT 05304	\$9.20	\$8.17
"	"	1414 West Ave. Brattleboro, VT 05301	\$9.20	\$8.17
"	Dorset	Dorset, Town of / Town Manager, 112 Mad Tom RD. East Dorset, VT 05253	\$9.20	\$8.17
"	Grafton	Grafton, Town of, 117 Main St. Grafton, VT 05146	\$9.20	\$8.17
"	"	Grafton, Town of, PO Box 180 Grafton, VT 05146	\$9.20	\$8.17
"	Marlboro	Marlboro, Town Clerk, PO Box 76 Marlboro, VT 05344 Att. David Elliot	\$9.20	\$8.17
"	Putney	Putney, Town Clerk, 127 Main St. Putney, VT 05348 Att. Dennis Wilson	\$9.20	\$8.17
"	Wallingford	Wallingford, Town of, 75 School St. Wallingford, VT 05773	\$9.20	\$8.17

3649 Lower Newton Road Swanton, VT	Burlington	DMV So. Burlington Branch	\$9.20	\$8.17
		4 Market Street Burlington, VT 05401		
"	Rutland	DMV Rutland Branch	\$9.20	\$8.17
		101 State Place Rutland, VT 05701		
"	Montpelier	Montpelier Stockroom 120 State St. Montpelier, VT 05603	\$9.20	\$8.17
"	Newport	DMV Newport Branch 100 Main St. Newport, VT 05855	\$9.20	\$8.17
"	Springfield	DMV Springfield Branch 100 Mineral St. Springfield, VT 05156	\$9.20	\$8.17
"	Bennington	DMV Bennington Branch 120 Depot St. Bennington, VT 05201	\$9.20	\$8.17

**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	4:30 PM	4:50 PM	Middlesex Therapeutic Community Residence 1076 US Route 2	\$62.65

Attachment D  
Priority Express  
Contract# 3D976

Berlin VT 05633-7001	Middlesex VT 05835
<b>HOLIDAY FEE</b>	None

- At 11:30 am go 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.

**Meat Inspection Program**

Contact: Carie Roberts, 802-826-2426, carie.roberts@vermont.gov  
There is no set pick up/delivery schedule. Sample pick up will be scheduled 6 weeks prior, and the samples need to be delivered to Vermont Department of Health Laboratory

Business Name	Address	County	Phone #	Promise contact	Cost
360 South Park Drive, Colchester, VT 05446. Samples need to be delivered same day or within 24 hours of pick up.					
BEAK TRAY CUSTOM PROCESSING	416 CADREACT RD, Milton, VT 05486	CHITTENDEN	802-570-8644	JOHN KLEPTZ	\$15.75
* Enter through door, ask any employee for sample					
Brown's Market LLC	6673 VT RT 160, North Troy, VT 05859	ORLEANS	802-744-2271	ANTHONY BRAULT	\$15.75
* Will be on desk inside of front door of retail store.					
BURELLI FARM	188 BURELLI FARM DRIVE, Berlin, VT 05602	WASHINGTON	802-224-9049	KATHERINE FANELLI/PETER BURMEISTER	\$15.75
* Top of the driveway you will want to take a sharp left turn, pass a barn on the right you will see a row building straight ahead. There is a sign on the front door "Burelli Farm". Enter building and the sample will either be handed over by employee or if no one is there, the sample will be placed on the table straight ahead of the entrance.					
ADAMS TURKEY FARM	1192 OLD STAGE RD, Westford, VT 05194	CHITTENDEN	802-878-4726	DAVE OR JUDY ADAMS	\$15.75
* Building is the second building on the right when passing into driveway. Enter in through white door, sample will be on ledge on the left side of the room.					
SHERPA FOODS LLC	99 VALLEY RIDGE RD, South Dunderberg, VT 05463	CHITTENDEN	802-347-4001	NURBU SHERPA	\$15.75
* A doorbell is placed outside garage door. You must ring the doorbell for assistance. Sample can only be picked up when an employee is present at the establishment.					
Hundred Regional Tech School	51 Charks Ave, Middlebury, VT 05753	ADDISON	802-382-1012	DR LYNNE COLC	\$15.75
* Enter in front door and ask staff					
BROWN'S MEAT PROCESSING	116 LAROSE LN, Glover, VT 05039	ORLEANS	802-525-4044	PHIL BROWN	\$15.75
* Enter main entrance of plant and ask for sample					
ADAMS FARM	15 BIGLEY HILL RD, Wilmington, VT 05383	WINDHAM	802-404-3762	CHRISTOPHER ADAMS	\$15.75
* Samples are picked up at the main entrance of the slaughterhouse (The door located next to the large garage door on the left side of the building). The cooler should drive past the main farm building where the retail shop is located and take a right. The Slaughter house is straight ahead from there, Green and tan Morton building. The samples are stored in the cooler until pick-up, just ask the inspector or an employee for the sample and it will be brought to them.					
BRYAN'S CUSTOM CUTTING	1770 JOE'S BROOK RD, Barnet, VT 05821	CALEDONIA	802-633-2210	BRYAN & SANDRA ADAMS	\$15.75
* Enter plant and ask for sample					
GRANDMA MILLERS FISH & PASTRIES	52 BARKSTONE LN, South Londonderry, VT 05155	WINDHAM	802-874-4032	DAVID NUNIKHOVEN	\$15.75
* Enter through front door and ask person behind counter for sample					
NEW ENGLAND CULINARY INSTITUTE	ONE WEST STREET, Montpelier, VT 05602	WASHINGTON	802-828-8811	FRAN VOIGT	\$15.75
* Enter in door on loading dock from parking lot behind the building. First door on right is meat fabrication room. Knock and ask for sample location					
SUGAR MOUNTAIN FARM LLC	252 RIDDLE POND RD, Orange, VT 05000	ORANGE	802-439-6482	WALTER JEFFRIES	\$15.75
* Enter the front door and ask staff					
CRVEDISH GAME BIRDS INC	160 PADDOCK RD, Springfield, VT 05156	WINDSOR	802-855-5336	RICK THOMPSON	\$15.75
* Enter in front door and ask staff					
THOMPSON FARM	200 King Place, West Coon, VT 05675	ORLEANS	802-525-1313	Lee Thomas or Davis Roub	\$15.75
* Enter main entrance of plant and ask for sample					

Pricing for The Meat Inspection Program above is per pick up with delivery occurring same-day or next day based on pick up location, always within 24 hours of pickup.

**DMV Forms Distribution**

Pick-up Location

Terry Lamos (Main Contact)  
 BGS Postal Center  
 1078 US Route 2  
 Montpelier, VT 05633-7601

Delivery to:

- |   |
|---|
| Korey Arnold (Main Contact)<br>Bennington DMV Branch Office<br>530 Main Street (use Pleasant Street parking lot)<br>Bennington, VT  |
| Rutland DMV Branch Office- Robin Jackson (Main Contact)<br>--(Some packages might have this address on them but attention Southern Van)<br>101 State Place<br>Rutland, VT |
| South Burlington DMV Branch Office- Maggie York (Main Contact)<br>4 Market Street<br>South Burlington, VT   |
| Newport DMV Branch Office-Marina Neumann(Main Contact)<br>100 Main Street<br>Newport, VT  |
| Springfield DMV Branch Office Jim Goodrich (Main Contact)<br>100 Mineral Street<br>Springfield, VT 05156  |

**DELIVERY SCHEDULE**

Weekly, Thursday. Between 12:00 – 1:00PM.

Pickup and delivery next day service.

\$14.95 up to 50 lbs. and 3 boxes. Each box after 3 is \$3.95 per box, per delivery.

**Middlesex Therapeutic Community Residential**

Priority Express (current contracted vendor) will pick up dirty linen from the Middlesex Therapeutic Community Residential at approximately 2:30 every Monday and Thursday.	<b>\$89.00 per day</b>
Priority Express will bring dirty linen and the inventory request sheet to Vermont Psychiatric Care Hospital (VPCH) by 3:00 each Monday and Thursday.	
Priority Express will need to be escorted into Vermont Psychiatric Care Hospital (VPCH) so that they can put the dirty linen in the dirty linen room. They will need to place the inventory request sheet in the hanging wall file located in the same room.	
They will need to be given the clean linen that has been requested by Middlesex Therapeutic Community Residential (MTCR) staff for the return trip.	

3

2

**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, detection of fraud, monitoring of quality assurance, audit of expenditure reports) which provide for accountability in the use of public funds.

**Basic Principles**

**Presumption of Confidentiality**

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

**Existing Statutes**

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

## Information Collection

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

## Informing Clients

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

## Permissible Disclosures

### Client consent

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

### Sharing "Non-identifiable" Information

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

### Public Information

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

### Information Sharing for Administrative Purposes

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

### Disclosure Without Consent in Limited Circumstances

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

and affiliation of the person to whom the information was released, and shall notify the client that the information was disclosed.

## **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**

Page 1 of 1

- \* 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.

*Jeffrey Adams*

Name and job title (Print)

Priority Express

Department



Signature

12/6/17

Date

## 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*

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

**1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

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

**16. Taxes Due to the State:**

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

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

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

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

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

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

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

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

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

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

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

**A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

**B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

**C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**32. Requirements Pertaining Only to State-Funded Grants:**

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)