

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings and General Services (hereinafter called “State”), and Custom Courier, Inc., with a principal place of business in Burlington, VT, (hereinafter called “Contractor”). Contractor’s form of business organization is a corporation. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is generally on the subject of courier services. Detailed requirements to be provided by Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$200,000.00.
4. **Contract Term.** The period of Contractor’s performance shall begin on July 1, 2023 and end on June 30, 2025, with an option to renew for two twelve-month terms upon mutual agreement of both parties.
5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.
6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Termination/Cancellation/Rejection.** The State specifically reserves the right upon written notice to immediately terminate the contract or any portion thereof at no additional cost to the State, providing, in the opinion of its Commissioner of Buildings and General Services, the products supplied by Contractor are not satisfactory or are not consistent with the terms of this Contract. The State also specifically reserves the right upon written notice, and at no additional cost to the State, to immediately terminate the contract for convenience and/or to immediately reject or cancel any order for convenience at any time prior to shipping notification.
8. **Attachments.** This contract consists of 24 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

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

Exhibit A-1 – Price Schedule and Requirements

Exhibit A-2 – Fuel Surcharge Rates

Attachment D – AHS Confidentiality Agreement

Attachment E – AHS Access to Information

Attachment F – AHS Customary Contract Provisions

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

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

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: _____

Signature: _____

Name: Jennifer M.V. Fitch

Title: Commissioner - Buildings and
General Services

By the Contractor:

Date: _____

Signature: _____

Name: _____

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Courier Services in accordance with the rates and requirements shown in Exhibit A-1 Price Schedule and Requirements.
2. The confidential nature of transported documents for the Agency of Human Services or other Agencies shall require the Contractor to be in compliance with the confidentiality policies of the specific Agency, including the submission of confidentiality agreements if required.
3. The State agrees to pay the Contractor in accordance with the fuel surcharge rates established in Exhibit A-2. The fuel surcharge rate will be added to the total of the weekly invoice.
4. **DISCOUNT:**
 - a. 5% off invoice total when paid within 7 business days.
5. **PERFORMANCE MEASURES:**
 - a. Pickup within +30 minutes of pickup schedule. Customers must be notified by the contractor at least 15 minutes in advance of any delay in making the scheduled pickup. Failure by the contractor to provide this advance notice will be viewed as an additional missed appointment.
 - b. The acceptable quality level for on-time pickups will be 99%. The customer will report any pickups that do not meet the Contractor's promised pickup time to the state contract manager. Contractor pickup performance may be reviewed in period meetings between the State of Vermont and the contractor.
 - c. The Contractor shall successfully complete scheduled pickup and delivery times as established in the contract or be subject to performance-based outcomes as follows:
 - i. Failure to meet the 99% performance standard will result in holdbacks being taken from the applicable monthly invoice.
 - ii. Delivery performance measures and invoice reduction for non-compliance:

95-98% Compliance = Reduction of 3%

90-94% Compliance = Reduction of 5%

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

- iii. Temperature control performance measure:

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

6. **WARRANTY:** Each product purchased hereunder shall include a manufacturer's written warranty, which must be based on commercial use, and extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser, or such longer period as set forth in the written warranty.
7. **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of all items under this Contractor. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.
- a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
- b. Reports are due for each quarter as follows:

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

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

specifications they may be accepted and payment therefore shall be made at a proper reduction in price.

11. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows:

e. **For the Contractor:**

Name: Mike Paskevich
Phone: 802-316-1100
Email: mpaskevich@gmail.com

f. **For the State:**

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

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

ATTACHMENT B – PAYMENT PROVISIONS

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

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

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

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

EXHIBIT A-1 – Price Schedules and Requirements

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

SERVICE TYPE	SERVICE DESCRIPTION	PER MILE FEE
Single Non-recurring	Courier service for a single non-recurring delivery (not scheduled same-day)	\$1.95 per loaded mile
Expedited Same-Day Non-recurring	Courier service for a single non-recurring service to be completed the same-day	\$1.95 per loaded mile, plus \$30.00 expedite fee
Excess Weight Non-recurring	Courier service for package weighing 50 pounds or more	\$1.95 per loaded mile, plus \$0.80 per LB over 50LB

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

1.1.1. Point of Contact – Mike Paskevich, (802) 316-1100

2. VDH-01 – Vermont Department of Health – Mail Transport

VDH-01 – VERMONT DEPARTMENT OF HEALTH – MAIL							
Pick up Day(s)	Pick up Town	Pick up Address	SOV Designated Pickup Time	Delivery Town	Delivery Address	SOV Designated Delivery Time	WEEKLY FEE
DAILY M-F	Burlington	820 Elmwood Ave, PO Boxes #70 & #1125	7:30am	Burlington	108 Cherry St.	7:45am	\$770.00 Per week
DAILY M-F	Burlington	108 Cherry St.	7:45am	Colchester	359 South Park Dr.	8:00am	
DAILY M-F	Burlington	108 Cherry St.	9:00am	Colchester	359 South Park Dr.	Traffic dependent	
DAILY M-F	Middlesex	VSARA 1078 US Route 2	10:00am	Continue to next pickup location			
DAILY M-F	Middlesex	BGS POSTAL 1078 US Route 2	10:00am	Burlington	108 Cherry St.	Traffic dependent	

EXHIBIT A-1 – Price Schedules and Requirements

DAILY M-F	Burlington	820 Elmwood Ave, PO Boxes #70 & #1125	11:00am	Colchester	359 South Park Dr.	If needed	
DAILY M-F	Colchester	359 South Park Dr.	2:00pm	Continue to next pickup location			
DAILY M-F	Burlington	111 Colchester Ave, #1	2:15pm	Burlington	108 Cherry St.	By 2:25pm	
AS NEEDED	Delivery of large boxes from mailroom to suites in 108 Cherry			Burlington	108 Cherry St.		\$0.75 Per box
AS NEEDED	Deliver certified mail to Elmwood Ave. post office			Burlington	820 Elmwood Ave.		\$7.00 Per occurrence
AS NEEDED	Deliver mail to 31 Mary St. residence			South Burlington	31 Mary St.		\$10.00 Per occurrence
AS NEEDED	Colchester	382 Hercules Dr.		Burlington	108 Cherry St.		\$11.00 Per occurrence
AS NEEDED	Burlington	108 Cherry St.		Williston	82 Winter Sports Ln.		\$12.00 Per occurrence
AS NEEDED	Williston	82 Winter Sports Ln.		Burlington	108 Cherry St.		\$12.00 Per occurrence

- 2.1. The Vermont Department of Health (VDH) requires courier services to deliver mail, packages, and lab or patient samples to the VDH office in Burlington and the State lab in Colchester.
- 2.2. Services for this route shall occur daily, Monday through Friday, excluding weekends and state holidays.
- 2.3. As needed service shall be required for services such as delivery of boxes to VDH office suites, certified mail to the post office, outgoing mail from the Strategic National Stockpile (SNS) warehouse in Colchester, and boxes between VDH offices and AIDC warehouse in Williston.
 - 2.3.1. As-needed services shall be scheduled with the Contractor at least 1 business day prior.
- 2.4. Point of Contact – Randal Shepard, (802) 863-7214, randal.shepard@vermont.gov

3. VDH-06 – Saturday Samples

VDH-06 - VERMONT DEPARTMENT OF HEALTH – SATURDAY SAMPLES							
Pick up Day(s)	Pick up Town	Pick up Address	SOV Requested Pickup Time	Delivery Town	Delivery Address	SOV Requested Delivery Time	WEEKLY FEE
SAT (plus State holidays when USPS is open)	Burlington	USPS 820 Elmwood Ave., PO Boxes #70 and #1125	After 7:30am	Continue to next pickup			\$48.00 Per Week

EXHIBIT A-1 – Price Schedules and Requirements

SAT (plus State holidays when USPS is open)	Burlington	UVM Lab 111 Colchester Ave., Level 2	After 7:30am	Continue to next pickup			
Samples shall be picked up from both locations above and delivered to the VDH Lab in Colchester by 9am				Colchester	VDH Lab 359 South Park Dr.	By 9am	

- 3.1. The Vermont Department of Health (VDH) requires as weekly Saturday pickup of samples for delivery to the VDH Lab in Colchester.
- 3.2. Samples shall be picked up from VDH PO Boxes and the University of Vermont Medical Center Lab.
- 3.3. Contractor shall deliver to the VDH Lab in Colchester by 9am the same day of pickup.
- 3.4. This route also runs on state holidays in which the Post Office is open – Town Meeting Day, Bennington Battle Day, Day After Thanksgiving.
- 3.5. Point of Contact – Gina Neidig, (802) 338-4764, gina.neidig@vermont.gov

4. DEC-01 – Lake Water Testing

DEC-01 – DEPARTMENT OF ENVIRONMENTAL CONSERVATION – LAKE WATER TESTING							
Pick up Day(s)	Pick up Town	Pick up Address	SOV Requested Pickup Time	Delivery Town	Delivery Address	SOV Requested Delivery Time	WEEKLY FEE
TUE	Addison	Tri Town Water 822 Tri Town Rd.	9:45am	Continue to next pickup location			\$343.00 Per week
TUE	Vergennes	Basin Harbor Club 4800 Basin Harbor Rd.	10:05am	Continue to next pickup location			
TUE	Vergennes	Vergennes Panton Water 7 Canal St.	10:20am	Continue to next pickup location			
TUE	Ferrisburgh	Kingsland Bay SP 787 Kingsland Bay State Park Rd.	10:35am	Continue to next pickup location			
TUE	Charlotte	2415 Thompson’s Point Rd.	11:00am	Continue to next pickup location			
TUE	Charlotte	2038 Lake Rd.	11:10am	Continue to next pickup location			
TUE	South Burlington	Champlain Water District 403 Queen City Park Rd.	11:30am	Continue to next pickup location			

EXHIBIT A-1 – Price Schedules and Requirements

TUE	Burlington	Lake Champlain Committee 208 Flynn Ave. #3F	11:35am	Continue to next pickup location		
TUE	Burlington	Burlington Water Dept. 235 Penny Ln.	11:45am	Continue to next pickup location		
TUE	Milton	Sand Bar SP 1215 US-2	12:15pm	Continue to next pickup location		
TUE	Grand Isle	Lake Champlain Basin Program 54 W. Shore Rd.	12:25pm	Continue to next pickup location		
TUE	Swanton	Mississquoi Wildlife Refuge Visitors Center 29 Tabor Rd.	1:00pm	Continue to next pickup location		
TUE	St. Albans	1144 Hathaway Point Rd.	1:25pm	Continue to next pickup location		
TUE	St. Albans City	Kill Kare SP 2714 Hathaway Point Rd.	1:30pm	Continue to delivery locations		
TUE	Georgia	402 Industrial Park Rd.	2:00pm	Continue to delivery locations		
For delivery of FPR Kingsland Bay State Park Sample Only --				Williston	Endyne Lab 160 James Brown Dr. #F	By 2:30pm
For delivery of all other samples along this route --				Randolph Center	VAEL 163 Admin Dr.	By 3:00pm

- 4.1. The Department of Environmental Conservation (DEC) requires courier services to pick up water samples at points along Lake Champlain and inland ponds and lakes, which are then delivered to the Endyne Lab in Williston and Vermont Agricultural and Environmental Lab (VAEL) in Randolph Center.
- 4.2. The regular schedule for this route shall begin in July and end in November. Exact start and end dates for the courier routes on this sampling program will vary and shall be discussed on an annual basis with the Department.
- 4.3. Samples must be kept cold in a cooler during transport and cannot be allowed to freeze, one or two ice packs is sufficient. A 15-20 quart cooler is approximately the size required to hold the samples and ice. Samples shall be refrigerated if they are to be kept overnight at the Contractor's facility.

EXHIBIT A-1 – Price Schedules and Requirements

- 4.4. Pick up for the first stop on this route shall be at 9:45am. There are currently 16 stops on this route, including the delivery to Endyne and VAEL. Delivery to Endyne must occur by 2:00pm. Delivery to VAEL must occur by 3:00pm.
 - 4.5. One sample from Kingsland Bay State Park shall be delivered to Endyne lab in Williston for the Departement of Forests, Parks, and Recreation's sampling program. All other samples shall be delivered to VAEL in Randolph Center.
 - 4.6. Point of Contact – Peter Isles, (802) 490-6130, peter.isles@vermont.gov
5. Additional Courier Routes
- 5.1. During the term of this contract modifications to existing routes or the need for new routes may be required. These courier routes may be altered or competitively bid out and the routes will be amended to the contract as needed.

EXHIBIT A-2 - FUEL SURCHARGE RATES

Custom Courier, Inc. Fuel Surcharge

Fuel surcharge increase/decrease according to fuel prices published by the U.S. Energy Information Administration (USEIA): <http://www.eia.gov/petroleum/gasdiesel/> New England (PADD1A)

Pursuant to the USEIA fuel price per gallon reported on Monday each week, the fuel cost adjustment formula is changed accordingly.

Fuel Price per gallon	Percent
Less than \$1.35	0.00%
From \$1.35 to \$1.599	0.00%
From \$1.60 to \$1.849	0.00%
From \$1.85 to \$2.099	0.00%
From \$2.10 to \$2.349	0.00%
From \$2.35 to \$2.599	1.00%
From \$2.60 to \$2.849	2.50%
From \$2.85 to \$3.099	3.25%
From \$3.10 to \$3.349	4.00%
From \$3.35 to \$3.599	4.75%
From \$3.60 to \$3.849	5.50%
From \$3.85 to \$4.099	6.25%
From \$4.10 to \$4.349	7.00%
From \$4.35 to \$4.599	7.75%
From \$4.60 to \$4.849	8.50%
From \$4.85 to \$5.099	9.25%
From \$5.10 to \$5.349	10.00%
From \$5.35 to \$5.599	10.75%
From \$5.60 to \$5.849	11.50%
From \$5.85 to \$6.099	12.25%
From \$6.10 to \$6.349	13.00%
From \$6.35 to \$6.599	13.75%
From \$6.60 to \$6.849	14.50%
From \$6.85 to \$7.099	15.25%
From \$7.10 to \$7.249	16.00%
From \$7.25 to \$7.499	16.75%
From \$7.50 to \$7.749	17.50%
From \$7.75 to \$7.999	18.25%
Over \$8.00	(See Note 1)

Note 1: If the USEIA fuel price per gallon exceeds \$8.25, the 19.25% fuel surcharge will be increased by an additional 0.75% for every \$0.25 cents per gallon increase in the price above \$8.25.

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

**AFFIRMATION OF UNDERSTANDING RULE 96-23 Access to
Information**

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

Name and job title (Print)

Signature

Department

Date

Final Adopted Rule for Access to Information

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Definition.

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

“AHS” means the Vermont Agency of Human Services.

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

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

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

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

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

1.8 “Administrative Obligations” means activities pursuant to federal or state laws or regulations (such as verification of eligibility, verification of service delivery, 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

AHS Rule 96-23

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

Procedures Related to Consent

Obtaining Informed Consent

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

Consent of Minors to Release of Information

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

Format for Consent to Share Information

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

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

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

Client Access to Records

Unless prohibited by federal or state law or regulation, clients shall be permitted to view and obtain copies of their records. Each department within the Agency shall have written procedures which permit clients to verify personal information they have provided for accuracy and completeness and for placing amendments to the information in their files. Employees shall take reasonable steps to present records in a form accessible to the client, including but not

limited to large type format or verbal review. A fee not to exceed the actual cost of copying may be charged for records exceeding 10 pages. This fee shall be waived if it would prohibit access.

Procedures to Protect Confidentiality

Staff Training

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

Response to Requests for Information

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

Designated Individual

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

Affirmation of Understanding

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

Written Agreements with Grantees or Contractors

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

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

Client Referrals

When referring a client to another agency for services, if the referral does not meet the

AHS Rule 96-23

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criteria for permissible disclosures under Section 3.4, the initial agency shall obtain the consent of the client for the referral and alert the receiving agency that confidential client information accompanies the referral.

Documentation of Disclosure

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

Information Systems

Computerized Information

When developing a computerized data system, the Agency shall:

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

Security Procedures

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

Procedures

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

AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

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

3. **Medicaid Program Contractors:**

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

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

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

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

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

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

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

7. **Privacy and Security Standards.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Customary Provisions)

Attachment F - Revised AHS -12/10/10