

# MOO*VER*!

Dear Applicant:

Thank you for applying for employment with SEVT the MOOVer!

We are funded in part by state and federal sources, which require substantial forms and documentation. Do not be intimidated and do not think we are prying into your personal life. We are simply complying with basic information requests to protect you, our riders and our company.

As a condition of employment, you will need to have a negative pre-employment drug test completed, as well as a clear record returned from Adult Protective Services and the Vermont Child Abuse & Neglect Registries. In addition, an acceptable motor vehicle report and criminal background check must be received. If you believe any of these may be an issue, please discuss it with your interviewer right now.

Please complete the attached forms to the best of your ability. If you are not sure how to answer a question, please leave it blank and ask that it be reviewed during the interview.

Thank you again for your interest in SEVT the MOOVer!!!!

Question referring to Federal Resister 49 CFR Part 40 section 40.25 Yes\_\_\_\_\_ No\_\_\_\_\_.  
*This is a question the interviewer will ask you during the interview process, leave blank.*

As a condition of employment, I agree to fully and completely comply with any policies concerning alcohol, drugs, safety and Vermont Motor Vehicle Laws and regulations. I further consent to such searches, inspections, examinations, and tests as may be required by any policies and permitted by law. I give the MOOver permission to contact my previous employers.

Signature \_\_\_\_\_.

**PREVIOUS EMPLOYMENT:**

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Employer:	Dates (from/to)	Position/Duties
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Address:	Salary:
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City & State:	May we contact?	Phone number
	YES_____ NO_____	

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Immediate supervisor:	Reason for leaving:
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Employer:	Dates (from/to)	Position/Duties
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Address:	Salary:
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City & State:	May we contact?	Phone number
	YES_____ NO_____	

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Immediate supervisor:	Reason for leaving:
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Employer:	Dates (from/to)	Position/Duties
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Address:	Salary:
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City & State	May we contact?	Phone number
	YES_____ NO_____	

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Immediate supervisor:	Reason for leaving:
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**EDUCATION:**

High School: \_\_\_\_\_ Years attended: \_\_\_\_\_

College: \_\_\_\_\_ Location: \_\_\_\_\_ Years attended: \_\_\_\_\_  
Major: \_\_\_\_\_  
Special Training: \_\_\_\_\_  
Other skills: \_\_\_\_\_

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**WORK REFERENCES:**

1. \_\_\_\_\_ Phone \_\_\_\_\_
2. \_\_\_\_\_ Phone \_\_\_\_\_
3. \_\_\_\_\_ Phone \_\_\_\_\_
4. \_\_\_\_\_ Phone \_\_\_\_\_

I certify that answers given herein are true and complete to the best of my knowledge, and I agree that I may be discharged if any answers are false or misleading.

I authorize any research of my statements contained in this application, knowing that any research may be necessary in arriving at an employment decision. I authorize and consent to any person, school, third party, government agency, courts or company to give information regarding my employment and further authorize the company to provide others with information concerning my employment. I hereby release AND INDEMNIFY the MOOver and any PREVIOUS EMPLOYER, person or entity from any claims of liability, which may arise from inquiry of research relative to this application, or any employment with the company.

I agree to conform to the rules and regulations of the company and acknowledge that these rules and regulations may be changed, interpreted, withdrawn, or added to by the company at any time at the company's sole option and without prior notice to me. I agree that my employment is at will and can be terminated with or without cause, and without notice, at any time, at the option of the MOOver or myself. I understand that this application is not a contract or an offer and that no one except the General Manager of the MOOver has the authority to enter into any agreement or contract for employment for any specific period of time.

I understand that the MOOver will attempt to verify statements made on my application and made during and after my employment interview. When contacted by the MOOver or their authorized representative, I give permission for my former employers to answer any and all questions based upon information available to them in my prior employment records. I understand that it is possible that my prior employment records may not be accurate. Nonetheless, in consideration of the MOOver's review of this application, I release the MOOver and all current or former employers from any liability as a result of the furnishing and receiving of the reference information. I understand that my failure to sign this reference release so that the MOOver can contact references and make a full background check of my previous work history will be to withdraw my application for employment. I understand that the MOOver requires certain information about me to evaluate my qualifications for employment and conduct its business if I become an employee. I understand that false, incomplete or misleading statements or omissions on this application or any other pre- or post- employment form may be considered sufficient cause for dismissal, if and when discovered. The use of this application does not indicate there are positions open and does not in any way obligate the MOOver.

I understand that I may be required to perform tasks other than those which I was hired for.

Signature \_\_\_\_\_

Date \_\_\_\_\_

***The MOOver***  
**Investigative Disclosure/Authorization**

In accordance with the provisions of section 604(b)(2)(A) of the Fair Credit Reporting Act (FCRA) you are hereby informed that a consumer report about you will be ordered. The report will seek to identify whether or not you have received a moving violation while operating a motor vehicle. If you are denied a job with the MOOver based on this report you will be so notified by mail of the reason for your denial.

A criminal background check will also be performed by the Vermont Criminal Information Center and the National Criminal Information Center and other third parties. The report will seek to identify if you have been involved in any criminal activity. If you are denied a job with the MOOver based on this report you will be so notified by mail of the reason for your denial.

You have the right to request detailed information from the MOOver as to the nature and scope of any investigation used in the MOOver's hiring process. Any request for information about these investigations should be sent to the General Manager at 45 Mill Street Wilmington, VT 05363.

I, the undersigned, acknowledge receipt of the above disclosure and authorize the MOOver to obtain a consumer report about me for its use related to employment purposes.

In accordance with requirements by the Vermont Office of Health Access (OVHA), the MOOver is required to provide your background check information, for which you have signed a separate release, as a condition of transporting Medicaid clients, to the Current as the region's designated Medicaid broker.

You have the right to request detailed information from the MOOver as to the nature and scope of any investigation used in the MOOver's hiring process. Any request for information about these investigations should be sent to the General Manager at 45 Mill Street, Wilmington, VT 05363.

I, the undersigned, acknowledge receipt of the above disclosure and authorize the MOOver to provide the Current with my background check information for its use related to volunteer driver purposes.

Signature \_\_\_\_\_

Name (print)\_\_\_\_\_

Date \_\_\_\_\_

## **TO RELEASE EMPLOYMENT REFERENCE INFORMATION**

I authorize personal references as well as developed references, other persons, companies, credit agencies, corporations, schools and law enforcement agencies to furnish to the MOOVer and/or its agents or representatives any information they have concerning me. I understand that the MOOVer shall treat this information in a confidential manner.

I understand that if I am employed by the MOOVer I must conform to the rules of the Company. I understand that I have the right to terminate my employment at any time with or without notice, with or without cause and that the MOOVer has a similar right. I understand my employment by the MOOVer does not constitute a guarantee that any position be continued for any length of time or that any job assignment or shift be permanent. I understand that I may be required to work scheduled and unscheduled overtime and scheduled weekend and holiday work when required by the MOOVer. I understand no one other than the MOOVer General Manager has authority to make any other agreement.

I assign to the MOOVer all my rights to inventions which during the period of my employment I may make either solely or jointly with others in the course of my employment with the use of the MOOVer's time, material or facilities or relating to any subject matter with which my work may be concerned, and will execute any future papers, including applications for patents, which may be necessary to obtain patents to be owned by the MOOVer.

I understand that I may be required to submit to drug or alcohol testing now or at any time in the future and agree to such testing. I also understand that I will be required to submit to a medical evaluation if I obtain or maintain a Commercial Drivers License. Moreover, I understand that my failure or refusal to undergo such testing will result in the withdrawal of my employment application.

I understand that my prospective employer will investigate statements and facts that I have supplied on my employment application, resume and/or during a personal interview.

I authorize such inquiries connected with my employment which will include my character, work habits, performance, experience and qualifications, reasons for termination from previous employers and other information deemed necessary and appropriate in arriving at an employment decision.

I understand that this employer may also request, through a third party information source, information from various Federal, State and other agencies which maintain records about driving history, and credit history.

I agree that this information is provided at my request and for my benefit. I hold any persons or organizations harmless, and do hereby release them from any and all liability for damage of any nature for furnishing any of the above-mentioned information.

I certify that all statements made by me on the application, resume, related documents and in interviews are true to the best of my knowledge and understanding that any falsification or omissions may result in refusal of employment or immediate dismissal. If employed, I will abide by all rules and regulations of the employer.

I understand that any investigative reports may include information bearing upon my credit worthiness, credit standing, character, and general reputation. I further acknowledge that such information may be obtained through personal interviews with any person who has knowledge of such information. I authorize and request every person, firm, company, corporation, governmental agency, court, college, university, school district, education institution, law enforcement office or any other entity having control or possession of any information pertaining to me or my background to furnish same to any requesting party for the purpose indicated herein. A photostatic or e-mail copy of this authorization shall be acceptable the same as an original.

\_\_\_\_\_

(print name)

(other names used)

of \_\_\_\_\_

(current address)

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Drivers License Number: \_\_\_\_\_ State: \_\_\_\_\_

\_\_\_\_\_

signature of applicant

\_\_\_\_\_

date

Thank you for completing this application form and for your interest in employment with us!



**The MOOver**  
**Applicant Acknowledgment of Drug Test Requirement**

I understand that as part of my application for employment I must successfully complete a USDOT drug test as required by 49 CFR Part 655. I understand that a negative test result is required before I will be considered for hire.

\_\_\_\_\_  
**Signature of Applicant**

\_\_\_\_\_  
**Witness**

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

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

\_\_\_\_\_  
**Time**

\_\_\_\_\_  
**Time**

**The MOOver  
Employee Drug & Alcohol Statement**

**DO NOT FILL OUT THIS PAGE UNTIL  
THE INTERVIEWER IS PRESENT**

The employee is required by Section 49 CFR part 40.25 to respond to the following question:

Have you tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which you applied for, but not obtain, safety-sensitive transportation work covered by DOT agency drug and alcohol testing rules during the previous two years?

Circle one:    Yes    No

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Witnessed by \_\_\_\_\_ Date \_\_\_\_\_

**REQUEST FOR INFORMATION FROM PREVIOUS  
EMPLOYER ON ALCOHOL & CONTROLLED SUBSTANCE TESTING**

**SECTION 1: TO BE COMPLETED BY PROSPECTIVE EMPLOYEE**

Print name: \_\_\_\_\_  
Social security # \_\_\_\_\_  
*I hereby authorize that*  
Previous Employer: \_\_\_\_\_  
Street Address or P. O. Box: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_ may release the information requested below concerning my drug and alcohol testing records to:  
Donna Moore, Operations Manager, The MOOver. 45 Mill Street, Wilmington, VT 05363 Phone 802-464-8487 or  
Fax 802-464-0164.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

**SECTION 2: TO BE COMPLETED BY PREVIOUS EMPLOYER**

If the above person was NOT subject to DOT testing requirements while employed by your company, please check here \_\_\_\_\_, sign below and fax back to 802-464-0164.

1. Has this person tested positive (.04 or greater) for alcohol concentration during the last two years?  
Yes \_\_\_\_\_ No \_\_\_\_\_
2. Has this person had a verified positive drug test during the previous two years? Yes \_\_\_ No \_\_\_
3. Has this person refused a required test for drugs or alcohol, including any verified adulterated or substituted drug test results during the previous two years? Yes \_\_\_\_\_ No \_\_\_\_\_
4. Has this person violated the DOT agency drug or alcohol testing regulations in any other way during the previous two years? Yes \_\_\_\_\_ No \_\_\_\_\_
5. If this person has violated a DOT drug and alcohol regulation please provide documentation of the person's successful completion of DOT return-to-duty requirements (including follow-up tests).

Please list the person's return to duty test date: \_\_\_\_\_

Has this person successfully completed six follow-up tests during the first 12 months back at work?

Yes \_\_\_\_\_ No \_\_\_\_\_

Does this person have any follow-up tests left to complete the Substance Abuse Professional's recommendations?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, how many? \_\_\_\_\_

If you responded "YES" to any of the above questions, please provide the Substance Abuse Professional's information below:

SAP Name: \_\_\_\_\_  
Street Address or P. O. Box: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Section 2 completed by : \_\_\_\_\_

Signature

Printed Name

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Date

Employer Name

**SECTION 3: TO BE COMPLETED BY PROSPECTIVE EMPLOYER**

This form was faxed \_\_\_\_\_ or mailed \_\_\_\_\_ or e-mailed \_\_\_\_\_ to a previous employer on \_\_\_\_\_ (date).

Information was received from  
: \_\_\_\_\_

Recorded by:  
\_\_\_\_\_

Method received    Fax    Mail (circle one)

Date \_\_\_\_\_

# MOOVER!

## Previous Employment Verification

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone/Fax: \_\_\_\_\_  
Attention: \_\_\_\_\_

Mr./Mrs. \_\_\_\_\_ SS# \_\_\_\_\_ has applied for a  
position with our company as a \_\_\_\_\_ and states that they were  
employed with your company from \_\_\_\_\_ to \_\_\_\_\_.

Would you please reply to the inquiry below regarding this application?

Dates of Employment \_\_\_\_\_ to \_\_\_\_\_  
Timeliness ( Circle ) Good Fair Poor  
Knowledgeable/qualified for position (Circle) Yes No  
Able to adapt to change (Circle) Yes No  
Relationship to fellow employees ( Circle) Good Fair Poor  
Eligible for Re-Hire ( Circle) Yes No

Remarks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

*I hereby authorize you to release the above information to the MOOver!*

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

# MOO! *VER*

## Previous Employment Verification

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone/Fax: \_\_\_\_\_  
Attention: \_\_\_\_\_

Mr./Mrs. \_\_\_\_\_ SS# \_\_\_\_\_ has applied for a  
position with our company as a \_\_\_\_\_ and states that they were  
employed with your company from \_\_\_\_\_ to \_\_\_\_\_.

Would you please reply to the inquiry below regarding this application?

Dates of Employment \_\_\_\_\_ to \_\_\_\_\_  
Timeliness ( Circle ) Good Fair Poor  
Knowledgeable/qualified for position (Circle) Yes No  
Able to adapt to change (Circle) Yes No  
Relationship to fellow employees ( Circle) Good Fair Poor  
Eligible for Re-Hire ( Circle) Yes No

Remarks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

*I hereby authorize you to release the above information to the MOOOver!*

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

AFFIRMATION OF UNDERSTANDING  
AHS RULE 96-23  
ACCESS TO INFORMATION

- I have read and/or received training on this Rule.
- I agree to comply with the guidelines 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, by signing this Affirmation, I am not waiving my own confidentiality or other protection under existing Federal or State statute, regulation, or other law.
- I understand that deliberate violation of this rule will result in disciplinary action.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Date





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

Definition.

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

“AHS” means the Vermont Agency of Human Services.

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

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

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

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

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

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

*Basic Principles*

Presumption of Confidentiality

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

Existing Statutes

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

Information Collection

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

## Informing Clients

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

## *Permissible Disclosures*

### Client consent

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

### Sharing “Non-identifiable” Information

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

### Public Information

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

### Information Sharing for Administrative Purposes

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

### Disclosure Without Consent in Limited Circumstances

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

## *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 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.